

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of January, 2005 by and between

Cathy Boterenbrood
593 Emerson St
Fremont, California 94539
(510) 651-5903

hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE DISTRICT
Entrepreneurial Programs
43600 Mission Boulevard
Fremont, California 94539-0390
(510) 979-7940

hereinafter called the District.

WITNESSETH:

WHEREAS, Contractor has special expertise and experience in Development and Coordination of the Ohlone For Kids Program.

WHEREAS, the District desires the services of the Contractor;

The parties agree as follows:

1. The period of this agreement shall be from January 4 - July 31, 2005.
The contractor shall provide the following service for the Ohlone For Kids Program
 - Consulting services to include curriculum development, instructor recruitment, and assisting Ohlone for Kids Program Coordinator as needed.
2. The District shall pay the Contractor \$80.00 per hour not to exceed 60 hours (\$4,800.00) for services rendered. Payment shall be made by the District after completion of the services and upon the submittal of an invoice to the District approved by the Dean of Entrepreneurial Programs.
3. The District shall not be liable to the Contractor for personal injury or property damage sustained by her/him in the performance of this contract, whether caused by herself/himself, the District, its officers, agents or employees, or by any third person.
4. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, its officers, its employees, and representatives from and against all liability, loss, cost, and obligation on account or arising from the negligent acts or omission of the contractor in the performance of the services herein provided.

5. While performing service hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the District.
6. We reserve the right to cancel this offering at our discretion.
7. Neither party shall assign this agreement nor any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written.

-Contractor-

-District-

Cathy Boterenbrood

OHLONE COMMUNITY
COLLEGE DISTRICT

By _____

By _____

Cathy Boterenbrood
Title: Consultant

Leta Stagnaro
Title: Dean, Entrepreneurial Programs

Date: _____

Date: _____