

AGREEMENT

THIS AGREEMENT is made and entered into July 1, 2008, by and between:

Dr. Douglas Treadway
Livermore, CA 94550

hereinafter called "CONTRACTOR," and the:

OHLONE COMMUNITY COLLEGE DISTRICT
43600 Mission Boulevard
Fremont, CA 94539-5884
(510) 659-6200

hereinafter called "DISTRICT."

WHEREAS, the CONTRACTOR is specially trained, experienced, and competent to perform the special services pursuant to this Agreement; and

WHEREAS, the CONTRACTOR has offered his expertise in the area of international relations; and

WHEREAS, the DISTRICT desires the services of the CONTRACTOR for a limited time for temporary employment as to coordinate the Partnership for Global Education.

THEREFORE, parties agree as follows:

TERMS AND CONDITIONS

1. **PARTNERSHIPS FOR GLOBAL EDUCATION**

The CONTRACTOR will coordinate his activities with the Superintendent/President or designee, in the performance of the terms and conditions of this Agreement. In addition, Contractor will establish a work schedule that is mutually acceptable between the CONTRACTOR and the DISTRICT. The CONTRACTOR will work with the Superintendent/President in scheduling necessary support staff.

2. **PROJECT ACTIVITIES**

The CONTRACTOR will serve as the Coordinator for the Partnership for Global Education activities for the period of July 1, 2008, through June 30, 2009. The CONTRACTOR will assume the following responsibilities: develop student internships and agreements through the China Suzhou Center BIE grant; develop industry training

programs through China Suzhou Center Contract Education; plan curriculum and accreditation through the China Suzhou Center/Joint degree program with Hong Kong University Global Education; develop cohort(s) in engineering to come to Ohlone College through India JSS partnership; develop joint curriculum and accreditation articulation with India JSS partnership; develop other university cohorts and agreements in India; organize China and India visiting groups of business leaders and educators for short-term training at Ohlone College and visiting groups from the California Bay Area to China and India; keep the DISTRICT informed of the program's activities; and other related duties as required. CONTRACTOR will perform all assigned duties in a manner satisfactory to the DISTRICT.

3. PROGRESS AND FINAL REPORTS

The CONTRACTOR will provide written status reports to the Superintendent/President, indicating monthly operating and financial results of the Partnerships for Global Education activities. The CONTRACTOR will provide recommendations and suggestions on how to ensure the effectiveness of the activities.

4. DISTRICT PROVIDED SUPPORT SERVICES

The DISTRICT will provide support services through various departments such as Financial Services, Buildings and Grounds, Campus Security, Human Resources, Payroll, and Purchasing to handle logistical aspects of the program; provide office space and telephone; photocopying; office and program supplies.

5. TERM

The CONTRACTOR will perform the services for the DISTRICT between July 1, 2008, and June 30, 2009.

6. PAYMENT SCHEDULE

The DISTRICT agrees to pay the CONTRACTOR twelve (12) monthly payments of \$2,000 per month, based on a work schedule of 26.6 hours per month at \$75.00 per hour with flexibility on allocated days, for a maximum of \$24,000 over the 12 months of this Agreement. CONTRACTOR will submit monthly invoices and will be paid at the end of each month. CONTRACTOR will not earn any employee benefits during the term of this Agreement. Necessary deductions will be withheld from the monthly pay.

7. CONTRACTOR EXPENSES

The CONTRACTOR shall assume all expenses incurred in connection with these activities, except mileage. The DISTRICT will reimburse the CONTRACTOR for expenses incurred for travel to China and India, not to exceed \$5,000.00. Mileage will be reimbursed at the current employee rate in use while using CONTRACTOR'S personal vehicle for college-related trips for college business.

8. MATERIALS AND SUPPLIES

All materials and supplies for the program will be purchased by the DISTRICT and will become the property of the DISTRICT.

9. ASSIGNMENT

Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.

10. TERMINATION

Either party upon thirty (30) days written notice to the other party may terminate this AGREEMENT. Upon termination, payments already earned for satisfactory service pursuant to the terms of the AGREEMENT shall be prorated over 30 days per month, legally paid and no other sum shall be due or owing.

11. CONTRACTOR STATUS

While performing services hereunder, the CONTRACTOR shall serve as an independent contract for the DISTRICT and will comply with all DISTRICT rules and regulations pertaining to its employees.

12. LAWS

This AGREEMENT shall be covered by the laws of the State of California.

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

CONTRACTOR

DISTRICT

Dr. Douglas Treadway

Dr. Gari Browning,
Superintendent/President
Ohlone Community College District

Account No.: _____