INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby entered into between the STATE CENTER COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and

_____ _____

CONTRACTOR TAXPAYER I.D. NUMBER
(As shown on tax records)

_____ _____

Mailing Address City State Zip

hereinafter referred as "Contractor." In consideration of the mutual promises herein, the parties agree as follows:

1. Contractor will render the following Services to District (describe in detail):

2. Term. Contractor shall commence providing services under this Agreement on

_____, 20___, and will diligently perform as required and complete performance

by _____, 20___.

3. Compensation. District agrees to pay the Contractor for services satisfactorily

rendered pursuant to this Agreement a total fee not to exceed _____

_____

($_____). District shall pay Contractor such fee according to the following terms and conditions:

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to

benefits of any kind of nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employee or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including but not limited to unemployment insurance, workers compensation insurance, social security and income taxes with respect to Contractor's employees. In accordance with the provisions of Labor Code section 3700, Contractor shall provide, at its sole cost and expense, workers' compensation insurance for all of its employees. In this respect, Contractor's signature on this contract shall indicate acceptance of the following certification under this contract/agreement:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with those provisions before commencing performance of the work covered by this contract/agreement."

6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to

this Agreement, except as follows: _____

_____.

7. Disputes. In the event of a dispute between the District and the Contractor as to an interpretation of any of the requirements specified in the agreement, the decision of the District shall for the time being prevail and the Contractor, without delaying his or her service, shall proceed as directed by the District without prejudice to any final determination.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District.

9. Confidentiality. Contractor agrees to maintain in confidence and will not reveal or release any personally identifiable student information from educational records as defined under the provisions of FERPA (Family Educational Rights and Privacy Act of 1974) or confidential employee information which he or she may receive while performing services under this agreement.

10. Termination. District may at any time terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor, or no later than three (3) days after the day of mailing, whichever is sooner. In the event Contractor fails to satisfactorily complete Contractor's responsibilities under this agreement, District shall be entitled to pursue appropriate remedies against Contractor pursuant to law.

11. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents, and employees from every claim or demand of any kind made and every liability, loss, damage, or expense, of any nature whatsoever including reasonable attorney's fees arising out of the performance of this Agreement, except those caused by the District's negligence or intentional acts.

12. Insurance. Contractor agrees to carry an errors and omissions liability policy with the limit of One Million Dollars ($1,000,000) per occurrence. Contractor also agrees to carry a comprehensive general and automobile liability policy, naming State Center Community College District and its officers, agents and employees, as additional insured, with limits of One Million Dollars ($1,000,000) per occurrence, combined single limit for bodily injury and property damage. If the policy limits include a general aggregate, the general aggregate shall be a limit of not less than Two Million Dollars ($2,000,000). All policies shall be in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to each policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than thirty (30) days prior to commencement of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage.

13. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor, unless such assignment is approved and agreed to in writing by the District.

14. Compliance with Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

15. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties hereto and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

16. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, age, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

17. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service; or (b) deposited in the U.S. mail with First Class postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

Associate Vice Chancellor – Human Resources _____

State Center Community College District _____

1525 E. Weldon Ave _____

Fresno, CA 93704 _____

Contractor Contact Information

19. Federal Funding. For federally funded agreements, Contractor understands and certifies that it is in compliance with Executive Orders 12459 and 12689, 29 CFR 95 Appendix A regarding "Debarment and Suspension" and "Rights to Inventions Made Under a Contract or Agreement". Contractor further certifies that it will or will continue to provide a "Drug Free Workplace" by implementing the provisions of 29 CFR 98. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the "Clean Air Act", 42.U.S.C. 7401 et seq., and further agrees to complete Attachment E.1 –"Anti-Lobbying" Certification as required by 31 U.S.C. 1352, for contracts of $100,000 or more. Further, Contractor grants access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Fresno County, California.

THIS AGREEMENT is entered into this _____ day of _____, 20___.

STATE CENTER COMMUNITY COLLEGE DISTRICT	CONTRACTOR
_____	_____
By _____	By _____
Signature of Campus Administrator	Signature
_____	_____
Typed Name	Typed Name
_____	_____
Title	Title
	_____
	Social Security or Tax Payer Identification Number

_____
Approved as to Form
William A. Schofield, Director of Finance

_____
Approved as to Legal Form
Gregory Taylor, General Counsel

_____
Approved Diane Clerou
Associate Vice Chancellor – Human Resources