



## INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Allan Hancock Joint Community College District, hereinafter referred to as the “**DISTRICT**,” and \_\_\_\_\_, hereinafter referred to as the “**CONTRACTOR**” or “**CONSULTANT**”.

Indicate Type of Agreement:

Independent Contractor Agreement       Professional Service Agreement

**1. Services to be performed:** In consideration of the payments as described, Contractor shall perform services for the District as set forth below and shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this agreement. Include a description of any materials, reports, surveys, etc., that are to be furnished. Attach additional pages, if needed.

**Services shall begin on \_\_\_\_\_ and shall be completed on or before \_\_\_\_\_ and are as follows:**

**2. Compensation for the services and materials needed in order to perform as noted in paragraph 1:** The District shall pay an amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to Contractor during term of this Agreement. Payment of the aforesaid sum shall be made within 30 days after the performance of the service and submission of an invoice to the District’s Business Services office. All exceptions shall be listed.

**3. Relationship of the parties:** It is understood that this is an Agreement by and between Contractor and District and is not intended to and shall not be, construed to create the relationship of agent, employee, partnership, joint venture or association or any other relationship whatsoever.

**4. Term and duties:** The District retains the Contractor and the Contractor agrees to perform the work described in this Agreement on the terms and conditions stated herein. The Agreement will be for the length of time set forth above, unless earlier terminated as set forth later in this Agreement. The Contractor shall perform those tasks (the services) according to the services agreed to above.

This Agreement is the entire agreement between the Contractor and the District regarding the work to be performed by the Contractor. No additional or different terms shall be binding unless in writing signed by both parties.

It is understood that if additional tasks are required from either the District or the Contractor, they shall be set forth in writing, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed. and the additional compensation to be paid for the services, if any.

**5. Assignment:** The Contractor shall not assign performance under this Agreement without notification and agreement from the District, unless it is so set forth in this Agreement. The Contractor further agrees that, as an independent contractor, each of his/her employees and/or contractors, if any, who perform any of the services noted in this Agreement, will have executed an agreement with the Contractor in a form similar to this one.

**6. Conflict of Interest:** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. You further covenant that in the performance of this contract, you will employ no person having any such interest. The Superintendent/President may determine in writing, that a particular consultant, due to the scope of work, may be required to comply with disclosure requirements as

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set forth in Section 87300 of the Government Code.

**7. Wages:** The Contractor acknowledges and agrees that he/she will be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or contractors may be entitled to receive in connection with performing services; paying all travel, lodging and other expenses, unless otherwise provided above; withholding and paying all applicable payroll taxes and contributions, including, without limitation, federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance.

**8. Insurance:** The Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the District may reasonably request. The Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees and agents, individually and collectively, from any damage, loss or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming District as additional insured.

**9. No continuation of services:** Nothing contained herein will confer upon the Contractor any right to continue to render services to the District, or to become employed by the District.

**10. Attorney fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which prevailing party may be entitled.

**11. Governing law:** This Agreement and any of its terms or provisions shall be governed by and construed in accordance with the laws of the State of California.

**12. Termination:** Either party may terminate the Agreement should either party fail to perform the covenants herein contained at the time and manner specified herein. Either party may terminate this Agreement for its convenience upon thirty (30) days written notice to the other if there is no outstanding project assignment.

**13. Non-Discrimination:** The Contractor affirms to the District that it shall not discriminate against any person in any respect of education or employment, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age, sexual orientation, mental or physical disability, medical condition or status as a Vietnam-era veteran.

**IN WITNESS WHEREOF**, the District and the Contractor have signed this Agreement as of the date written below.

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent                      Date  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
SSN or EIN  
\_\_\_\_\_  
Telephone  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Mailing Address

**DISTRICT**

\_\_\_\_\_  
Signature Assoc. Supt/Vice President                      Date  
Finance and Administration  
Eric D. Smith  
  
\_\_\_\_\_  
Signature Superintendent/President                      Date  
Kevin G. Walthers, Ph.D.

The signature below acknowledges and agrees to the use of the designated program funds and the content of this agreement.

\_\_\_\_\_  
FOAP: Fund-Org-Account-Program

\_\_\_\_\_  
Signature of District Program Administrator                      Date                      Print Name/Title

\_\_\_\_\_  
Signature of Grant Project Director                      Date                      Print Name/Title

Return fully executed contract to: \_\_\_\_\_

**Attachments:**

- IRS Questions to Determine Whether the Individuals Providing Services are Employees or Independent Contractors
- Contractor's W-9
- EDD Form DE 542
- California Form 590 or 592
- SAM.GOV report (*as applicable - see instructions*)