

PERALTA COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR/CONSULTANT SERVICES CONTRACT

The contract for personal services is entered into by _____
Name of Contractor - Business

Address City State Zip

called the INDEPENDENT CONTRACTOR, and the Peralta Community College District, 333 East Eighth Street, Oakland, CA 94606, hereinafter called the DISTRICT, for the performance of the services hereinafter described. The INDEPENDENT CONTRACTOR agrees to perform the following services for the DISTRICT under the stated conditions within the limits set forth:

The INDEPENDENT CONTRACTOR has presented proof of official business status:

Business License Number: _____

Tax ID Number: _____

The work of the INDEPENDENT CONTRACTOR shall be approved by: _____
Unit Manager/Title

The work shall be completed on or before _____

COMPENSATION: Compensation shall be \$ _____, payable within 10 days following completion of the work and authorization by the unit manager. The contractor will be paid out of

ACCOUNTING CODES

L	FUND	COST CENT.	OBJECT	PR	ACTIVITY	SUF	SPPJ	LN
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Budget

Funds Verified by Business Officer

The foregoing provisions along with conditions set forth on the reverse of this document are understood and agreed to by the INDEPENDENT CONTRACTOR.

Contractor's Printed Name

Contractor's Signature Date

Vendor Number

(Obtain in "/VEN" on mainframe program or route to District Business Services with W-9 and Vendor Addition Form.)

APPROVAL ROUTING:

College President/Vice Chancellor Date

Vice Chancellor, Financial Services Date

APPROVED:

Chancellor

Approval Date

TAXABLE EARNINGS: The INDEPENDENT CONTRACTOR, in signing this contract, acknowledges that the DISTRICT will report all earnings to the California State Franchise Tax Board and the Internal Revenue Service as required by law. The INDEPENDENT CONTRACTOR is solely responsible for the payment of taxes on all income generated from this contract.

TERMINATION: The DISTRICT shall have the right in its sole discretion to terminate this contract without cause by giving (30) days written notice to the INDEPENDENT CONTRACTOR. If, through any cause, INDEPENDENT CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this contract, or if INDEPENDENT CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, District shall thereupon have the right to terminate this contract by giving written notice to INDEPENDENT CONTRACTOR of such termination and specifying the effective date of such termination.

INSURANCE: The INDEPENDENT CONTRACTOR shall obtain Workers' Compensation Insurance for any employees he/she may employ.

INDEMNIFICATION: INDEPENDENT CONTRACTOR agrees to hold harmless, indemnify and defend District and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend District and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this agreement.

INDEPENDENT CONTRACTOR: It is mutually understood and agreed that in performing services under this contract, the contractor shall act as an INDEPENDENT CONTRACTOR and that no relationship of employer and employee is created by this contract. In no way should this contract be construed as an agreement with an individual person to perform part-time, fulltime or extra service duties for the DISTRICT. DISTRICT shall neither have nor exercise control or direction over the methods by which the INDEPENDENT CONTRACTOR performs his/her functions. The sole interest and responsibility of the DISTRICT is to assure that services are performed in competent, efficient and satisfactory manner. The INDEPENDENT CONTRACTOR shall retain sole and absolute direction and judgment in the manner and means for carrying out his/her activities. It is understood that the INDEPENDENT CONTRACTOR shall not have any claim under his contract against the DISTRICT for social security benefits, disability benefit, Worker's Compensation Insurance Benefit, unemployment insurance benefits, vacation pay, sick leave, overtime pay or any other employee benefits of any kind.

CONTRACTOR'S EXPENSE: The INDEPENDENT CONTRACTOR shall be solely responsible for his/her expenses incurred in connection with the performance of this contract. INDEPENDENT CONTRACTOR agrees that DISTRICT shall have access to his/her financial records for audit purposes. Such records shall be retained and available for audit purposes for 5 (4 or 5) years after final payment.

NON-ASSIGNMENT: It is acknowledged and understood that the service to be rendered to the DISTRICT by the INDEPENDENT CONTRACTOR hereunder are personal in nature, and, therefore, the INDEPENDENT CONTRACTOR may not assign this contract, nor may the INDEPENDENT CONTRACTOR assign any monies to be received hereunder unless the written consent of the District is first obtained.

NONDISCRIMINATION: INDEPENDENT CONTRACTOR agrees that no person shall, on the grounds of race, color, religion, national origin, sex, ancestry, age, marital status, or handicapped condition be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under this agreement.

ENTIRE AGREEMENT: This agreement embodies the whole agreement between the parties hereto, and there are not inducements, promises, terms, conditions, or obligations made or entered into by the DISTRICT or the INDEPENDENT CONTRACTOR other than those contained herein.