This Agreement, dated for reference purposes only, is entered into by and between the San Francisco Community College District, hereinafter known as the “District” on behalf of its
hereinafter known as the “Contractor”.

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. or 000622-S3, Government Code Section 53060 and Education Code Sections 81644 & 81656.

The parties agree and promise as follows:

1. **PROFESSIONAL SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered or specific tasks or objectives to be accomplished are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.

2. **TERM:** The term of this Agreement shall commence on and terminate on , unless otherwise terminated in accordance with Paragraph 7.

3. **PAYMENT:**
   
   A. The District shall pay Contractor for the performance of the Services set forth in this Agreement after delivery and acceptance by the District, which acceptance shall not be unreasonably withheld, the sum of dollars, $. Upon completion of all Services, Contractor shall submit an original and three (3) copies of an invoice to the District person referenced below in paragraph 8, Written Notice, who shall verify that the Services have been received and recommend payment therefor.
   
   OR
   
   B. Alternatively, progressive payments may be made by the District, in its sole discretion, based on completion of specific tasks or objectives by contractor as contained in attachment A. Upon completion of such specific tasks or objectives or as provided for with Attachment A, Contractor shall submit an original and three (3) copies of an invoice to the District person referenced below in paragraph 8, Written Notice, who shall verify that the specific tasks or objectives have been accomplished and recommend payment therefor.

4. **INDEPENDENT CONTRACTOR:** District and Contractor agree that Contractor is an independent contractor and not an employee of the District. Contractor further agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of this District or of any of the entities that are directly or indirectly affiliated or associated with the District including but not limited to auxiliary organizations, student body organizations, or foundations. Contractor further agrees that in the event he/she accepts employment as an employee of the District or of any of the entities directly or indirectly affiliated or associated with the District during the term of this Agreement, this Agreement may be immediately terminated in the sole discretion of the District.

As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers’ compensation benefits which may be required for itself or its employees.

In support of this declaration of being an independent contractor, contractor agrees to complete Attachment B, as attached, where applicable. Contractor agrees and understands that District shall utilize the information in Attachment B, as District deems appropriate in its sole discretion, to determine whether contractor is an independent contractor and thus whether this agreement shall be executed by District.

5. **REIMBURSEMENT OF EXPENSES/ EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES/ FRINGE BENEFITS:** District shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed to in advance in writing.

   Contractor shall supply, at Contractor’s sole expense, all equipment, tools, materials, and/or supplies to accomplish the work agreed to be performed.

   Because Contractor is engaged in Contractor’s own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan, of the District.
6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION:** District may terminate this Agreement for District's convenience and without cause at any time by giving Contractor five (5) days' written notice of such termination. In the event of such termination, Contractor shall be paid for its services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE:** All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows: for the contractor, at the address shown on the signature section of this agreement; for the District, by the person recommending this agreement at the address there shown.

   Either party by a written notice to the other party may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

10. **SEVERABILITY:** If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT:** Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

13. **AMENDMENTS:** No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

14. **CONFLICT OF INTEREST:** Contractor states that it is familiar with provisions of Section 1090 et seq. and 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

   Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between its family, business, or financial interests and its services under this Agreement and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

15. **INSURANCE:** A mark in the space below indicates that contractor agrees to maintain insurance coverages as listed in the Insurance Appendix ________.

16. **INDEMNIFICATION:** Each party (Contractor and District) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect work. Contractor shall observe and comply with, and shall cause all Contractor's agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
19. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES:** It is the policy of the District to provide equal employment and educational opportunity without regard to race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. These matters are reflective of Policy Manual Section 3.02 and 5.07 for the San Francisco Community College District. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability.

20. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"  
By: ________________________________  
(Signature of SFCCD person authorized to execute Agreement.)  
Print Name: ________________________________  
Title: ________________________________  
Address: ________________________________  
Phone Number: ________________________________  
Federal Identification Number or Social Security Number  
Date: ________________________________

"Contractor"  
By: ________________________________  
(Signature of Contractor person authorized to execute Agreement.)  
Print Name: ________________________________  
Title: ________________________________  
Address: ________________________________  
Phone Number: ________________________________  
Federal Identification Number or Social Security Number  
Date: ________________________________

Recommended By:  
______________________________  
Signature  
Print Name: ________________________________  
Title: ________________________________  
Address: ________________________________  
Phone Number: ________________________________  
Date: ________________________________
INSURANCE APPENDIX
(SFCCD Agreement for Services)

The Contractor agrees to the following specific insurance provisions in Sections A & B and their sub-divisions as indicated by X or as filled in and initialed. All other provisions on this Appendix B shall be applicable.

The Contractor agrees that approval of the insurance by District shall not relieve or decrease the liability of Contractor.

A. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers’ Compensation, with Employers’ Liability Limits not less than $1,000,000 each accident or not less than $____________________ each accident (Initial)

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence or not less than $____________________ each occurrence (Initial) Combined Single limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(3) Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence or not less than $____________________ each occurrence (Initial) Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional Liability Insurance with limits not less than $1,000,000 each claim or not less than $____________________ each claim (Initial) with respect to negligent acts, errors or omissions, and any deductible not to exceed $1,000.00 each claim.

B. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the SFCCD, its Officers, Agents, and Employees

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All policies shall provide thirty (30) days’ advance written notice to District of cancellation mailed to the following:

Mr. Steve Bruckman
General Counsel
50 Phelan St., B213
San Francisco, CA 94112

The District may change the name and/or address of such person as provided for in paragraph 8 of this Agreement.

D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

F. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

G. Before commencing any operations under this Agreement, Contractor must furnish to District certificates of insurance, in form and with insurers satisfactory to District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon District request.

H. Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.