

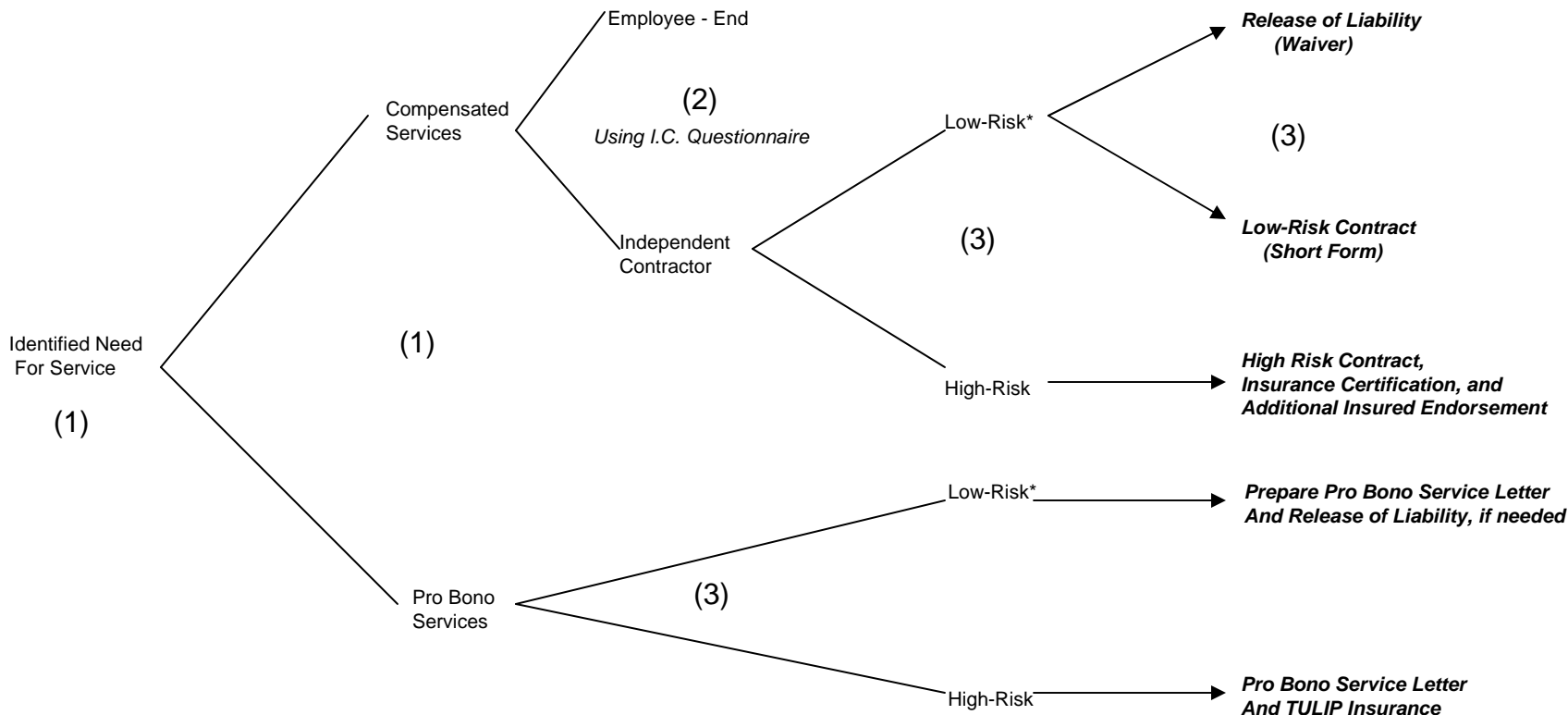
North Orange County Community College District



PROCEDURE
FOR
**ENGAGING
INDEPENDENT
CONTRACTORS**

Effective: September 23, 2008

North Orange County Community College District Hiring Independent Contractors Summary



Decision Made by:

- (1) Service Requestor
- (2) Dean, Director, or Appointee
- (3) Evaluation Team (Each will evaluate for their respective jurisdiction)
Vice-President, Administrative Services – Cypress College
Director, Budget & Finance – Fullerton College
Manager, Administrative Services – SCE
District Director, Purchasing

*Refer to Exhibit #2 for examples of low risk engagements.

ENGAGING INDEPENDENT CONTRACTORS

(Forms available on campus server)

Background

At times, the distinction between independent contractors and employees are blurred. This is especially true when the person works alone, without hired assistants. Many companies have used this blurriness to avoid taxes and in the process referred to their workers as independent contractors when they were really employees. The state and federal taxing authorities are now aggressively auditing companies to find these abuses. When tax officials find misclassified workers, the hiring firms are charged for all the workers' taxes and are assessed huge penalties.

Firms are also sued by workers who believe that they were inappropriately called independent contractors. These lawsuits are filed when the worker needs unemployment, disability, or workers' compensation insurance.

In order to avoid these problems, the IRS, as well as other institutions, developed guidelines that agencies can use to ensure that proper distinctions are made between employees and Independent Contractors. NOCCCD developed a three-stage process to be completed before an independent contractor is engaged. These stages are:

- The independent contractor evaluation;
- The assessment whether the engagement is "low" or "high" risk;
- The contract development stage.

I. Independent Contractor Evaluation

We evaluated various guidelines provided by the IRS, ERISA, etc. and came up with a 14-point questionnaire (Exhibit # 1). This is the crucial first step in the process and the one that evaluates conditions of an engagement and service provider's background concluding if it meets the criteria of an independent contractor. This questionnaire is completed by a representative from the Division requesting the services and reviewed by the Dean/Director or a designee.

The questionnaire requires an answer of "yes" or "no" but allows for further explanation if the condition surrounding the question, happens to fall in a gray area (e.g. the amount of instructions given to an independent contractor). We encourage as much validation as reasonably possible as a means of protecting the District in the event of a complaint or legal action.

The completed questionnaire should be forwarded to the designated individual (see below) to evaluate the risk.

Note: Outside services provided "pro bono" (public service without payment) are not subject to this evaluation process.

II. Risk Levels and Insurance Requirements

The risk for engaging independent contractors will be evaluated by a designated individual for each college and the District. These Risk Evaluators include:

Cypress College: Vice-President, Administrative Services
Fullerton College: Director, Budget & Finance
School of Continuing Education: Manager, Administrative Services
District: Purchasing Director

All requests for independent contractor services whether compensated or pro bono shall be routed to the respective Risk Evaluator. The risk level and insurance requirement (if determined to be needed) should be indicated on the bottom part of the questionnaire. The minimum insurance requirement is \$1 million per occurrence or \$2 million aggregate, if applicable. Any questions regarding insurance should be referred to the District Risk Manager.

A. Compensated Services: Unlike employees who are covered by the District insurance umbrella, independent contractors are not. For this reason due care should be taken in engaging one.

The level of independent contractor activity ranges from individuals addressing students on vocational issues to business establishments providing service functions. The level of risk is equally diverse. For practical and economic reasons, certain independent contractors providing low level risk can be engaged without requiring insurance coverage. We are providing a listing of low level risk engagements as a reference (Exhibit # 2). Final decision on the level of risk will be made by the Risk Evaluator.

B. Pro Bono Services: Requests for these engagements still need to be evaluated for the risk potential. Arrangements should be made within each college or District to have all pro bono services forwarded to the respective Risk Evaluator for review prior to final arrangements.

- If pro bono services are considered high risk, the service provider should be requested to sign the Pro Bono Service form (Exhibit # 3) as a means of documenting the service provided and arrangements should be made to provide Tenant User Liability Insurance Program (TULIP) insurance with the cost to be charged to the requesting organization.
- If services are determined to be low risk, the service provider should be requested to sign the Pro Bono Service form (Exhibit # 3) and the Release of Liability (Exhibit # 4) described below, if deemed to be necessary.

C. Release of Liability – Certain low-risk services, regardless if compensated or pro bono, carry certain level of risks (i.e. dance performers) that could result in injuries. If insurance coverage is not recommended, the Risk Evaluator will determine if certain service providers will be required to sign a Release of Liability (Exhibit # 4).

III. Contract Development

This does not apply to pro bono services. Preparing the contract is the last step in this process. It provides the language consistent with the questionnaire distinguishing an independent contractor from an employee.

There are two types of contracts that will be used:

A. Low Risk Contract - Short form (Exhibit # 5) – This contract will be used if risk is low (Exhibit # 5) and insurance will not be required.

B. High Risk Contract (Exhibit # 6) – This contract will be used if the risk is determined to be high and insurance is required. A separate Additional Insured Endorsement from the insurance carrier needs to accompany the insurance certificate.

The contract will be signed only after the first two stages have been completed. The person preparing the contract must ensure that the following documents are attached with the contract for signing:

- The independent contractor questionnaire (with risk evaluation result);
- A copy of the insurance coverage, if required;
- A completed W-9 form if the contractor is new and does not have a copy on file;
- A Purchase Requisition.

The contract is approved by the Budget Officer or College President/Provost up to \$5,000. The NOCCCD Board of Trustees approves amounts in excess of \$5,000.

IV. Timeline

It is critical that the process be started on a timely basis to allow for processing and for payments to be made promptly. There are certain engagements involving referees that need to be paid during the day of the game. It is recommended that the process start at least two months before the date of the engagement to provide ample time for processing.

District Guidelines Independent Contractor or Employee Questionnaire

You are required to provide a "yes" or "no" answer for each question. If you feel that further explanation is necessary to support your answer, please provide explanations on page 3.

Describe the skill level required for this engagement:

PART I	YES	NO														
<p>1. Has this category of worker already been classified an "employee" by the IRS? *</p> <p>The IRS has held that the following types of workers are employees: <i>(IRS Pub. SWR-40)</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Administrators</td> <td style="width: 50%;">Teachers/Instructors</td> </tr> <tr> <td>Substitute teachers/instructors</td> <td>School bus drivers</td> </tr> <tr> <td>Driver education instructors</td> <td>Clerical staff</td> </tr> <tr> <td>Athletic coaches</td> <td>Cafeteria works</td> </tr> <tr> <td>Tutors</td> <td>Counselors</td> </tr> <tr> <td>Custodians</td> <td>Examination monitors</td> </tr> <tr> <td>Proctors</td> <td>Librarians</td> </tr> </table>	Administrators	Teachers/Instructors	Substitute teachers/instructors	School bus drivers	Driver education instructors	Clerical staff	Athletic coaches	Cafeteria works	Tutors	Counselors	Custodians	Examination monitors	Proctors	Librarians	<input type="checkbox"/>	<input type="checkbox"/>
Administrators	Teachers/Instructors															
Substitute teachers/instructors	School bus drivers															
Driver education instructors	Clerical staff															
Athletic coaches	Cafeteria works															
Tutors	Counselors															
Custodians	Examination monitors															
Proctors	Librarians															
2. Is the individual already an employee of the District in another capacity?	<input type="checkbox"/>	<input type="checkbox"/>														
<p>3. Has the individual performed substantially the same service for the District as an employee in the past?</p> <p><i>Is the individual retired, returning to substitute, or train, etc.?</i></p>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>														
4. Are there currently employees of the District doing substantially the same services as will be required of this individual?	<input type="checkbox"/>	<input type="checkbox"/>														
<p>5. Is the District expected to provide detailed instructions to carry out the task?</p> <p><i>The extent of the District's instructions is to describe the end product and provide the time and the place to perform the engagement. The details of performing the task are left entirely to the discretion of the independent contractor. If any additional instructions are provided, please explain in the comment section.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>														
<p>6. Are the services being provided an integral part of school business?</p> <p><i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the District has an interest in the method of performance and implies the need for an employee.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>														

If the answer to any of the above questions is "YES,"

STOP HERE

Do not complete the rest of the questionnaire. The individual should be a District employee and must be paid and reported accordingly.

If all of the above are **NO**, continue...

District Guidelines Independent Contractor or Employee Questionnaire

PART II	YES	NO
7. Must the required services be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the District's knowledge or approval. Need to correlate with required skill level.</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the District have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the District continue to use this individual in the future?</i>	<input type="checkbox"/>	<input type="checkbox"/>
9. Can this relationship be terminated by either party? <i>The contractor is responsible for satisfactory completion of the job and may legally be obligated to compensate the hiring firm for failure to complete.</i>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to question 7, 8, or 9 is "YES," there is a good possibility than an employment relationship exists. Questions 7 and 8 are indicators of District control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1 - 6 are still all "NO," continue...

10. Does the individual operate an independent trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. Conversely, there are instances where an individual runs a small business and may not perform services on a full-time basis but functions independently and offers services to a wide array of institutions, if needed. Please explain further, as necessary, in the comments section.</i>	<input type="checkbox"/>	<input type="checkbox"/>
11. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss. Conversely, as in #10, this may be a small business with minimal investment required. Please explain situation further as necessary.</i>	<input type="checkbox"/>	<input type="checkbox"/>

If either 10 or 11 are "NO," there is a strong possibility that the individual does not qualify as an independent contractor and must be paid as a District employee. If this is so, STOP HERE.

If 10 and 11 are both "YES," (as justified in the comments section, if necessary) continue...

12. Does the individual provide all materials and support services necessary for the performance of this service? <i>The District should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, copying, printing, office supplies, etc. Any necessary assistance would be hired by the individual.</i>	<input type="checkbox"/>	<input type="checkbox"/>
13. Is this paid by the job? <i>While a flat rate is descriptive of compensation to Independent Contractors, hourly rates may be used too engage certain professionals such as lawyers.</i>	<input type="checkbox"/>	<input type="checkbox"/>
14. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	<input type="checkbox"/>	<input type="checkbox"/>

If 10 and 11 are "YES," 12 through 14 should also be "YES" and are items that should be written into the contract. This individual is an independent contractor.

Name & Title of Person Completing Questionnaire

Date

Reviewed by (Division Dean or Director)

Date

**District Guidelines
Independent Contractor or Employee Questionnaire**

Provide additional information (if necessary), referencing the question #.

LOW RISK ACTIVITIES FEE OR NON-FEE SERVICES

This list is a guideline for low-risk services that can be provided to the District and respective colleges as a means of augmenting their normal operations but are not considered to be required ongoing service. These services can be provided at a cost or pro-bono depending on the arrangements made. Normally, the Guest Speakers do not require insurance coverage, but final determination is left to the following designated individuals.

Cypress College: *Vice-President, Administrative Services*
Fullerton College: *Director of Budget & Finance*
School of Continuing Education: *Manager, Administrative Services*
District: Purchasing *Director / Risk Manager*

USE SHORT FORM

- Guest Speakers
Instructional on relevant class subject matters
Inspirational
Industry representatives speaking to Vocational Students
- Workshop Speakers
- Proofreaders
- Typists
- Other administrative type of services

USE RELEASE (WAIVER) OF LIABILITY

- Performing Artists for demonstration of techniques
Musicians
Singers/Songwriters
Actors, Directors or Producers
Volunteer Dance Groups – participating in District's Outreach programs
- Sporting Event Official/Referee

Pro Bono Service

This is to document that _____ has agreed to perform the following service at no cost to the District.

Date of Service: _____

Time of Service: _____

Place of Service: _____

Nature of the Service

Guest Service Provider

Date

NOCCCD Official

Date

Agreement for Services and Release of Liability

Multiple-Engagements

I, _____ agree to perform **Referee/Official Services** (Services) for the North Orange County Community College District's (District), _____ Campus. This release will be applicable for the fiscal year _____ to _____.

One-Time Engagement

I, _____ agree to perform **Performer/Musician/Guest Speaker Services** (Services) for the North Orange County Community College District's (District), _____ Campus, on or about _____, 20_____. I understand that the District will compensate me the total sum of _____ (\$_____) for the performance of these Services, payable at the following terms: _____.

I understand that I am working as an individual Independent Contractor and not as a company with or without employees. I further understand that I am not an employee of the District, and that I am required to complete and submit an I.R.S. Form (W-9) to the District prior to the receipt of payment for such Services.

I understand and acknowledge that the Services I perform may be dangerous and hazardous and, by its very nature may pose the potential risk of severe and serious physical and emotional injury/illness, or even death, to those individuals who perform such Services.

I UNDERSTAND AND ACKNOWLEDGE THAT IN ORDER TO PARTICIPATE IN THESE SERVICES, I AGREE TO ASSUME ALL LIABILITY AND RESPONSIBILITY FOR ANY AND ALL POTENTIAL RISKS, INJURIES, OR EVEN DEATH THAT MAY BE CAUSED BY MY NEGLIGENCE OR MISCONDUCT WHILE PARTICIPATING IN SUCH SERVICES. I represent and warrant that I am mentally and physically fit, capable, able, and willing to complete these Services without any limitations.

I understand, acknowledge, and agree that the District, its trustees, employees, agents, coaches, teachers, students, volunteers, or representatives shall not be liable for any injury/illness suffered by me which is incident to and/or associated with preparing for and/or conducting such Services.

I hereby release, discharge, indemnify, and agree to hold harmless District, District's governing board (Board), and College and each of their trustees, employees, agents, coaches, teachers, volunteers, and representatives free from any and all liability arising out of or in connection with my performance of these Services. For purpose of this RELEASE, liability means all claims, demands, losses, causes of action, suits, or judgments of any kind that myself or my guardians, heirs, executors, administrators, and assigns may have against District, Board, College, and their trustees, employees, agents, coaches, teachers, volunteers, and representatives because of my personal, physical or emotional, injury, accident, illness, or death, or because of any loss of or damage to property that occurs to me or my property during my performance of Services that may result from any cause including but not limited to District's, Board's, College's, trustees', employees', agents' coaches', teachers', volunteers', students', or representatives' own passive negligence or other acts other than active negligence, fraud, willful misconduct, or violation of the law.

_____(Initials) **I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY. I UNDERSTAND THE POTENTIAL DANGERS INCIDENT TO PERFORMING THE SERVICES DESCRIBED HEREIN. I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF THIS AGREEMENT, AND AGREE TO ITS TERMS AND UNDERSTAND I AM WAIVING CERTAIN RIGHTS AND ASSUMING THE RISK OF DAMAGE FROM MY PERFORMANCE OF SERVICES CONTEMPLATED BY THIS AGREEMENT. THIS AGREEMENT SETS FORTH MY ENTIRE AND INTEGRATED AGREEMENT WITH THE DISTRICT.**

Signature
Name: _____
Address: _____
Date: _____

Signature of Campus Administrator
Name: _____
Title: _____
Date: _____

PERSONS WHO DO NOT ACCEPT THE RISKS DESCRIBED ABOVE SHOULD NOT SIGN THIS DOCUMENT. FAILURE TO SIGN WILL PREVENT AN AGREEMENT TO PERFORM THE SERVICES DESCRIBED ABOVE FROM BEING FORMED.

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY
Short Form

THIS AGREEMENT is hereby entered into by the NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, and;

CONTRACTOR	TAXPAYER I.D. NO./SSN		
<hr/>			
Mailing Address	City	State	Zip

hereinafter referred to as CONTRACTOR.

WHEREAS, the DISTRICT is authorized to contract with and employ an independent contractor specially trained to perform various services required; and

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

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the CONTRACTOR upon the terms and conditions hereinafter set forth, and the CONTRACTOR hereby accepts said retention and agrees to perform the services hereinafter mentioned as an independent contractor upon said terms and conditions:

1. The CONTRACTOR shall commence providing services under this agreement on **[Enter start date (Month DD, YYYY)]**, and will diligently perform as required and complete performance by **[Enter completion date (Month DD, YYYY)]**.
2. Under the direction of **[Under who's direction]**, the CONTRACTOR is to provide the following services:
 - ◆ **[Enter services to be provided]**
 - (a) CONTRACTOR will determine the method, details, and means of performing the above-described services. The DISTRICT shall not control the manner or determining the method of accomplishing CONTRACTOR'S services.
 - (b) CONTRACTOR shall, at CONTRACTOR'S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this agreement. The DISTRICT may not control, direct, or supervise CONTRACTOR'S assistants or employees in the performance of those services. Any applicable insurance needed to cover these assistants will be provided by the CONTRACTOR.
 - (c) CONTRACTOR shall supply all tools and instrumentalities required to perform those services under this agreement.
3. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is not an officer, agent, or employee of the DISTRICT. CONTRACTOR understands and agrees that he/she and all of his employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
4. The DISTRICT shall pay the CONTRACTOR a fee not to exceed **[Enter not to exceed amount]**, for services rendered pursuant to this Agreement. **Payment shall be made upon submission of an invoice in a form acceptable to the DISTRICT.**
5. The CONTRACTOR shall assume all expenses incurred by him/her in connection with the performance of this Agreement, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the services, other than the fee which is specified in Paragraph 4 above.

6. The CONTRACTOR hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. CONTRACTOR agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
7. The CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT and its officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in a connection with the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT'S officers, employees, or agents.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT'S officers, employees, or agents.
8. The CONTRACTOR, at the CONTRACTOR'S expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
9. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation.
10. This contract may not be assigned without the written consent of the DISTRICT.
11. It is mutually understood that either party may terminate the Agreement upon thirty (30) days' written notice.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the date and year first above written.

THIS AGREEMENT IS ENTERED INTO THIS **[Nnth DAY OF MONTH, YYYY]**.

FOR THE CONTRACTOR:

NORTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT
Anaheim, California

By:

By:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

PRINTED TITLE

PRINTED TITLE

DATE

DATE

TELEPHONE

TELEPHONE

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY

THIS AGREEMENT is hereby entered into by the NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, and;

CONTRACTOR

TAXPAYER I.D. NO./SSN

Mailing Address City State Zip

hereinafter referred to as CONTRACTOR.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to conduct with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special service required; and

WHEREAS, DISTRICT is in need of special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to provide the special services and advice required and such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONTRACTOR:

[Enter services to be provided]

- A. CONTRACTOR will determine the method, details, and means of performing the above-described services. The DISTRICT shall not control the manner or determining the method of accomplishing CONTRACTOR'S services.
- B. CONTRACTOR shall, at CONTRACTOR'S own expense, employ such individuals as CONTRACTOR deems necessary to perform the services required by the DISTRICT. The DISTRICT may not control, direct, or supervise CONTRACTOR'S employees in the performance of those services.
- C. CONTRACTOR shall supply all materials, equipment, supplies, tools and instrumentalities required to perform and complete the services required by the DISTRICT.

2. CONTRACTOR shall commence providing services under this agreement on **[Enter start date (Month DD, YYYY)]** and will diligently perform as required and complete performance by **[Enter completion date (Month DD, YYYY)]**.

3. The DISTRICT shall pay the CONTRACTOR a fee not to exceed **[Enter not to exceed amount]**, for services rendered pursuant to this Agreement. **Payment shall be made upon submission of an invoice in a form acceptable to the DISTRICT.** Such fee shall include any costs and expenses paid or incurred by CONTRACTOR in performing services for the DISTRICT. Payments will be made by the DISTRICT to the CONTRACTOR as follows: _____

4. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or 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 Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR'S employees 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 unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

5. CONTRACTOR agrees that all materials including, but not limited to, technologies, procedures, processes, methods, works, writings, ideas, dialogues, compositions, artwork, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT, and/or used in connection with this Agreement shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such materials.

6. CONTRACTOR understands and agrees that all materials produced under this Agreement shall become the property of the DISTRICT and cannot be used without DISTRICT'S expressed written permission. DISTRICT shall have all right, title and interest to said materials including the right to secure and maintain a copyright and/or trademark of said materials in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the materials for any purpose and in any medium.
7. DISTRICT may, at any time, for any reason terminate this Agreement and compensate CONTRACTOR only for services 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 days after the day of mailing, whichever is sooner.
8. CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - A. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense rising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - B. Any injury to or death of any person(s), including the DISTRICT'S officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - C. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
9. The CONTRACTOR, at CONTRACTOR'S expense, cost, and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its Board of Trustees, officers, agents, or employees on any such claim, demand, or liability arising out of or in any way connected with any services covered by this Agreement, and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its Board of Trustees, officers, agents, or employees in any such action, suit, or other proceeding as a result thereof.
10. Pursuant to Section 8, CONTRACTOR agrees to procure, pay for, and keep in full force and effect, the following types of insurance:
 - A. Comprehensive general liability: No less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - B. Automobile liability insurance per accident for bodily injury and property damage shall be for no less than \$1,000,000 per occurrence with no annual aggregate limit.
 - C. Professional liability insurance (Errors and Omissions), shall be for no less than One Million Dollars (\$1,000,000) per occurrence.

Such insurance must be in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability which may arise out of this Agreement. In addition, CONTRACTOR agrees to provide an endorsement to this 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 fourteen (14) days from execution of this Agreement by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and the endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insureds under said policy.
11. CONTRACTOR shall not assign or delegate the performance of any services required under this Agreement or any part of this Agreement. Any such assignment or delegation shall be null and void.

12. The services required herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all DISTRICT policies and procedures and all federal, state and local laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
13. CONTRACTOR, if an employee of another public agency, certifies that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
14. CONTRACTOR and all CONTRACTOR'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, or age of such persons.
16. 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.
17. 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) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with 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 the Agreement, the addresses of the parties are as follows:

DISTRICT:
 NORTH ORANGE COUNTY CCD
 1830 W. Romneya Drive
 Anaheim, California 92801-1819
 Attn: _____

CONTRACTOR:

18. 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.
19. This agreement constitutes the entire agreement between the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the transactions contemplated. It may be amended only by a written instrument executed by all of the parties to the Agreement.
20. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
21. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
 - A. Exhibit A.
 - B. Exhibit B.
 - C. Exhibit C.

THIS AGREEMENT IS ENTERED INTO THIS **[Nnth DAY OF MONTH, YYYY]**.

FOR THE CONTRACTOR:

NORTH ORANGE COUNTY COMMUNITY
 COLLEGE DISTRICT
 Anaheim, California

By: _____

By: _____

SIGNATURE

SIGNATURE

PRINTED NAME: _____
 PRINTED TITLE: _____
 DATE: _____
 TELEPHONE: _____

PRINTED NAME: _____
 PRINTED TITLE: _____
 DATE: _____
 TELEPHONE: _____