



## LIMITED ENGAGEMENT AGREEMENT

*Notice: This Agreement is designed for the limited engagement of speakers, guest lecturers, performers or other individuals at nominal expense to the Foothill – De Anza Community College District. It is to be used for engagements of an academic nature and a short duration presented to the District. It is not designed for engagements that create the significant potential for risk of physical injury or property damage (including by way of example, but without limitation, engagements involving intense physical activity or the use of heavy or dangerous equipment, installations, scaffolding, suspended lights or cameras, or the erection of sculpture or sets). Because there are no insurance requirements in this Agreement, Risk Management must be consulted before this Agreement is used for any engagement other than those for which it is specifically designed as described above.*

This Agreement entered into as of the District’s execution date (“Effective Date”), by and between the Foothill-De Anza Community College District, a public educational agency (hereinafter referred to as “District”) and \_\_\_\_\_, (hereinafter referred to as “Independent Contractor” or “IC”) Each of District and IC are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.” By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any Exhibits attached hereto (collectively the “Agreement”).

### RECITALS

For good and valuable consideration, the Parties agree as follows:

#### 1. SERVICES.

The District hereby engages the Independent Contractor to provide the following services:

Artist  Musician/Performer  Speaker/Lecturer  Workshop  Trainer  Other participant

Name of Event: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Location: \_\_\_\_\_

Description of Event:

#### 2. INDEPENDENT CONTRACTOR INFORMATION.

Company Name: \_\_\_\_\_ Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Business License #: \_\_\_\_\_

- a. Is IC a current employee of the District?  
 Yes **STOP, Current employees cannot work as an Independent Contractor.**  No
- b. Is IC a former employee of the District or STRS/PERS retiree?  Yes  No  
 Note: A yes response will trigger Accounts Payable to report payment to Payroll Services. CalSTRS7 publishes the post-retirement earning limit which is adjusted annually. Any money received above the specified amount will be deducted from employee's /retiree's annual CalSTRS retirement benefit.
- c. Is IC related to a District employee?  Yes  No  
 If Yes, complete the following:  
 Name of individual: \_\_\_\_\_  
 If Yes, have you confirmed there is no actual or perceived conflict of interest pursuant to Board Policy 4115 Nepotism?  Yes  No

**3. SERVICES.**

Independent Contractor shall perform services for District in accordance with the terms and conditions set forth herein and in Section 1 above. IC's services will be timely and performed or provided consistent with the professional skill and care of IC's profession and in compliance with all applicable laws and regulations. IC will determine the method, details, and means of performing the services, and shall furnish at its own sole cost all labor, tools, materials, employees and equipment to complete the project in a skillful manner.

**4. PAYMENTS.**

In consideration of the payments hereinafter set forth, IC shall perform services for District in accordance with the terms, conditions and specifications set forth herein and by this reference made a part hereof. IC shall perform all the services described herein for the sum of Not-to-Exceed: \$ \_\_\_\_\_  
 The District retains the right to increase or decrease the services, deliverables, or amount of work as it deems appropriate and at its sole discretion.

**5. STANDARD TERMS AND CONDITIONS.**

- a. **Independent Contractor** is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to IC or its employees.
- b. **Confidentiality.** In performing its duties hereunder, the IC may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The Parties agree that such incidental access is not a provision or conveyance or disclosure to IC of student record information in violation of section 1232g or of any similar state law. IC agrees that if in the performance of its duties it does obtain such access it shall promptly disclose that fact to District, refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.
- c. **Indemnification.** To the fullest extent permitted by law, the IC shall indemnify and hold harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description (hereinafter, "claims"), brought for, or on account of (A) injuries to or death of any person, including IC, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) taxes claimed owed by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978, resulting from IC's acts or omissions or those of others under its control including but not limited to the concurrent active or passive negligence of the IC or the District, its officers, agents, employees or servants, where such claim results from the performance of any work required of IC or payments made pursuant to this Agreement, provided that this indemnity obligation shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of the IC to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778.4 of the California Civil Code. IC's duty to defend shall be triggered by notice to IC that District has been served with a summons or complaint, which alleges facts falling within the scope of IC's indemnity obligations.

**d. Mediation and Arbitration.** The parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in Mediation and agree to equally share all Mediator fees. If the Parties are unable to resolve the dispute or controversy through Mediation, the Parties agree pursuant to Code of Civil Procedure section 1280 et seq. to submit the pending dispute or controversy to final and binding Arbitration to be held in Santa Clara County, California, with the arbitrator to be supplied by JAMS. By agreeing to this binding Arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke certain rules of procedure and evidence. The non-prevailing party in such arbitration shall be responsible for the arbitrator’s fee but in all other respects each side shall bear its own costs and attorneys and other fees. The provisions of this section will apply during the term of this Agreement and survive after the termination or expiration of this Agreement.

**e. Assignment.** IC shall not assign this Agreement or any portion thereof to a third party without prior written consent of District, and any attempted assignment without such prior written consent is a violation of this section and shall automatically terminate this Agreement.

**f. Modification.** This Agreement, including attachments if any are attached hereto and incorporated by reference, constitutes the entire Agreements between the parties and may be modified only by written agreement executed by both parties.

**g. Taxes.** IC agrees to provide the District with the properly completed Internal Revenue Service Form W-9, or other required reporting form. IC is independently responsible for the payment of all applicable taxes. Unless otherwise required by non-residents, District will not withhold any sums from compensation payable to IC, except as provided below for Out-of-State Contractors. IC agrees to indemnify, defend, and hold harmless the District for any tax consequences.

**h. Termination.** The DISTRICT may terminate this Agreement at any time for any reason by providing 10 days’ notice to IC. Termination to be effective on the date specified in the notice. In the event of termination IC shall be paid for all work provided to the date of termination.

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**In Witness Hereof,** the Parties have entered into the Agreement on the day and year set forth beneath the respective names below.

<b>FOR INDEPENDENT CONTRACTOR:</b>	<b>FOR DISTRICT:</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**AGREEMENT OF INDEPENDENT CONTRACTOR:** By signing above, I agree to perform the services described above for the payment indicated. I understand that while performing Agreement services I am not an employee of the Foothill-De Anza Community College District because (1) I follow an independent trade or profession. (2) I will not be subject to the control and direction as to the details and means for accomplishing the anticipated results of my service. (3) I customarily perform work that is outside the usual course of the District’s business offering the same type of services to other clients as being offered to the District.

<b>FOR CAMPUS USE ONLY:</b>	
Originator: _____	Date: _____
FOAP: I _____ F _____ O _____ A _____ P _____	
Campus Finance/Fiscal Services Authorization:	
Name: _____	Signature : _____
Title: _____	Date: _____