

LECTURER/ WORKSHOP SPEAKER AGREEMENT

SC00_____

This Agreement is made and entered into on _____ (“Effective Date”) by and between Grossmont-Cuyamaca Community College District, a community college district organized and operating under the laws of the state of California (“District”) and _____, (“Contractor”).

RECITALS

WHEREAS, the District desires to obtain services described in this Agreement; and

WHEREAS, Contractor warrants and represents to the District that the Contractor is duly licensed and/or has the necessary qualifications, expertise, and resources to effectively perform the Services as required by the District and will provide the Services timely and in conformance with the laws of the State of California;

WHEREAS, Parties desire by this Agreement to establish the terms for District to retain Contractor to provide the services described herein.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

AGREEMENT

1. Term of Agreement and Time of Services.

Contractor shall perform its services hereunder in a prompt and timely manner under the conditions set out below:

Date and Time of Lecture/ Workshop: Date:_____Time:_____

Date:_____Time:_____

Date:_____Time:_____

Description of Engagement:_____

Topic or Title: _____

Location: _____

Intended Audience: ☐ Students ☐ Employees ☐ Community

2. ACCOMODATIONS, TRANSPORTATION AND PAYMENT FOR ENGAGEMENT.

Payment for Presenter’s accommodations, transportation, and meals is at the sole discretion of District. District will pay by check in U.S. dollars net thirty (30) days AFTER the Engagement.

Presenter agrees to report and pay all applicable taxes. The District agrees to pay and the Presenter agrees to accept the following as full compensation for provision of the services outlined herein.

a. Accommodation expenses: \$ _____

b. Travel expense: \$ _____

c. Engagement fee: \$ _____

Total: \$ _____

3. Employment with Public Agency.

Contractor, if an employee of another public agency, agrees 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. If employed by another school district in the State of California, please specify _____.

4. Pupil Safety/School Safety Act.

Consultant shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. GCCCD has completed the "Pupil Safety Provisions" below certifying the level of contact that Consultant is expected to have with GCCCD's pupils.

☐ Option 1: GCCCD has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and Certification will be required of the Consultant. No Work May take place until the requirements of Education Code section 45125.1 have been met.

☐ Option 2: GCCCD has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a GCCCD employee with provide supervision at all times when the Consultant has contact with pupils.

☐ Options 3: GCCCD has determined that there will be no contact with pupils under the terms of this Agreement.

5. Materials.

Contractor shall furnish, at own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, unless outlined at time of Contract.

6. Additional Work.

The Engagement is intended to include all services that Contractor may or should perform, including services reasonably inferable or customarily performed by Contractor performing such work. Contractor shall not be compensated for any services outside of the Engagement, except as provided in this paragraph. A written amendment to this Agreement shall be prepared by District and executed by both parties before performance of such services or District will not be required to pay for the changes in the Engagement. Such written amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

7. **Conflict of Interest.**

Contractor hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

8. **Delays in Performance.**

Neither District nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

9. **Compliance with Law.**

- a. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government in effect at execution of agreement. If Contractor's negligent failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to District, Contractor shall be responsible for indemnifying and holding District harmless as provided in this Agreement.
- b. Contractor shall assist District, as requested, in obtaining and maintaining all permits, if any, required of Contractor by federal, state and local regulatory agencies.
- c. Business Entities shall be registered with the California Secretary of State including foreign business entities.

10. **Income Tax Reporting and Withholding.**

It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. (check all applicable):

☐

Nonresident of California. If the Contractor is a nonresident of California, the District must withhold as of January 1, 2008 Seven Percent (7%) on total compensation payments made to the Contractor if the total payments made to the individual are more than \$1,500 for the calendar year.

District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-

0651; telephone 916-845-6500. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

Unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board.

☐ **Nonresident Alien.** If the Contractor is a nonresident alien, the District must withhold 30% on the total compensation payments made to the Contractor unless the income is exempt from withholding or subject to withholding at a reduced rate under a tax treaty. The Contractor must provide adequate documentation substantiating their non-immigrant status prior to receiving any compensation payments from the District.

The District is required to withhold 28% on total compensation payments made to the Contractor if the Contractor is a U.S. citizen (or resident alien) and fails to provide the District with their correct taxpayer identification number on an IRS Form W-9.

11. Standard of Care.

Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

12. Assignment and Sub-Contractors.

Contractor shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of District, which may be withheld for any reason. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Contractor from employing independent associates and sub-Contractors, as Contractor may deem appropriate to assist in the performance of services hereunder.

13. Independent Contractor.

Contractor is retained as an Independent Contractor and is not an agent or employee of District. No employee or agent of Contractor shall by this Agreement become an agent or employee of District. The work to be performed shall be in accordance with the work described in Exhibit "A", subject to such directions and amendments from District as herein provided. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District.

14. Integration.

This Agreement represents the entire understanding of District and Contractor as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement

may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

15. Insurance.

Contractor shall maintain and shall cause each Subcontractor to maintain, at its expense, Public Liability, Automobile Liability, and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. Contractor shall, at the insuring party's or parties' sole cost and expense, insure its activities in connection with this Agreement. Contractor shall file, with the District, Certificates of Insurance. The minimum amounts of such insurance shall be as hereinafter set form.

- | | |
|---|----------------------------|
| a) Commercial General Liability: (Minimum Limits) | |
| 1. Bodily/ Personal Injury and Property Damage | \$1,000,000 per occurrence |
| 2. Aggregate Limits that Apply per Project | \$2,000,000 |
| 3. Automobile Liability | \$1,000,000 |

All such policies shall name Grossmont-Cuyamaca Community College District, members of District's Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers of District as Additional Insureds under the policy. Such endorsements shall be on Acord Form CG 2010 (4/13) or equivalent. Blanket additional insured endorsement acceptance is at the District's discretion based on risk.

The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by District.

District may allow at its discretion a No Insurance Acknowledgement and Hold Harmless Agreement to be signed in lieu of Commercial General Liability Certification of Insurance when applicable.

The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by District. **Contractors using public transportation or performing services virtually are exempt from minimum Auto Liability requirement.**

16. Indemnification.

Contractor agrees to hold harmless District, members of District's Board of Trustees, its officers, agents, employees, representatives, invitees, and volunteers of District from claims, liabilities, expenses or damages, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, caused by the negligent acts, errors or omissions or willful misconduct by Contractor, Contractor's agents, officers, employees, sub-Contractors, or independent Contractors hired by Contractor under this Agreement as determined by a court of law. The only exception to Contractor's responsibility to hold harmless District, is where a claim, liability, expense or damage occurs due to the negligence or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

17. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with the laws of the state of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought

in a state or federal court situated in the County of San Diego, state of California. Except as expressly provided for in Exhibit "A", or authorized by applicable law, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Agreement or the performance of either the District or the Contractor thereunder.

18. Termination or Abandonment.

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.
- b. Contractor may terminate this Agreement at any time upon thirty (30) days written notice of termination to District.
- c. If either Contractor or District fail to perform any material obligation under this Agreement, then, in addition to any other remedies, District or Contractor may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to District which is in Contractor's possession shall be returned to District. Contractor shall furnish District with a final invoice for work performed by Contractor. District shall have no obligation to pay Contractor for work performed after termination of this Agreement.

19. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TO THE DISTRICT:

Sahar Abushaban, Vice Chancellor – Business Services
Grossmont-Cuyamaca Community College District
8800 Grossmont College Drive
El Cajon, CA 92020-1799

With a copy via email to:

sahar.abushaban@gcccd.edu

TO THE CONTRACTOR:

With a copy via email to:

Notice(s) shall be effective upon receipt of original certified mail.

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Contractor.

21. Severability and Waiver.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

22. Nondiscrimination.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

23. Time of the Essence.

Time is of the essence for each and every provision of this Agreement.

24. District's Right to Employ Other Contractors.

District reserves the right to employ other Contractors in connection with this Project. However, Contractor shall be the exclusive Contractor for purposes of services provided within this Agreement, unless terminated as provided herein.

25. Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Contractor without prior written consent of District.

26. Amendments.

This Agreement shall not be amended, modified or changed in any way without the written consent of both parties.

27. Interpretation.

The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

28. Counterparts.

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

29. Exhibits and Recitals.

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

**GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____