

Agreement for Professional and Consulting Services

BE IT KNOWN, that on this ____ (day) of ____ (month), ____ (year), **Alamo Community College District on behalf of ____**(campus) hereinafter referred to as "ACCD" and ____, hereinafter referred to as the "Consultant," do hereby enter into this Agreement under the following terms and conditions.

1. **Scope of Services.** The Consultant hereby agrees to furnish the following consulting services:

Speaker Performer Sports event official Sports event facilitator Other

(Please complete **Attachment A: Description of Services** for all of the above services)

for the following dates/times: ____
at the following location: ____

2. **Consideration.** In consideration of the services described above, ACCD hereby agrees to pay Consultant upon successful completion of all services, a fee of \$ _____. It is understood that this fee covers **ALL EXPENSES** to be incurred by the Consultant in providing the above services.

3. **Taxes.** Consultant hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be said Consultant's obligation and identified under Federal tax identification number _____.

4. **Termination.** ACCD may terminate this Agreement upon notice with or without cause; provided, however, that unless Consultant is in default hereunder, ACCD will pay Consultant on a pro-rata basis any amounts accrued and owing at the time of termination.

5. **Nonassignability.** The Consultant shall not assign any interest in this contract and shall not transfer any interest in same without prior written consent of ACCD.

6. **Independent Contractor.** The Consultant shall provide services pursuant hereto, as an independent contractor. The parties understand that the Consultant performs tasks, the details of which ACCD does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between the Consultant (or its employees) and ACCD. Neither the Consultant nor its employees shall be deemed employees of ACCD for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by ACCD. This Agreement incorporates the answers to the questions at **Attachment B** and is subject to evaluation of those questions to ensure Consultant will not be considered an employee by the IRS.

7. **Discrimination Clause.** The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; Federal Rehabilitation Act of 1973, as amended; Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Act of 1975; and the requirements of the Americans with Disabilities Act of 1990. The Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

8. **Insurance and Release.** ACCD provides no medical or workers' compensation insurance coverage for the Consultant under this Agreement. The sole responsibility for providing appropriate insurance coverage lies solely with the Consultant. Further, the Consultant agrees to release and hold harmless ACCD, its officers, agents and/or employees from and against any and all liability and costs (including attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or caused by the acts or failure to act of the Consultant or its employees.

9. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

10. **Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof.

Consultant:

Alamo Community College District:

By: _____
Consultant

By: _____
Chancellor/President/Vice Chancellor/VPCS

Print Name:

Print Name:

Title:

(Note: Leave blank if Consultant is an individual entity)

Address:

City/State/Zip:

Phone:

Date:

ATTACHMENT A

Description of Services

Name of Consultant

Describe, in detail, the services the consultant will provide:

List specific deliverables such as reports or other tangible documents and delivery dates:

ATTACHMENT B

Verification of Independent Contractor Status

1. If the Consultant is an individual: is the Consultant currently an employee of ACCD or has the Consultant been employed by ACCD during the current calendar year? Yes No
2. If the Consultant is an individual: is it currently expected that ACCD will hire the Consultant as an employee immediately following termination of the Consultant Agreement? Yes No
3. If the Consultant is a business: do any current employees own ten percent or more of the voting stock/shares; ten percent or more of the fair market value; or \$15,000 or more of the fair market value; or does the employee derive funds in excess of ten percent of the employee's gross income for the previous year from the business entity? Yes No
4. Can the service be performed with existing resources (employees or other contracted sources)? Yes No

If the answer to either 1, 2, 3 or 4 above is yes, contact the District Human Resources Office for guidance – DO NOT proceed with a Consultant Agreement without approval.

5. Is Consultant expected to perform the services his or her own way with few, if any, instructions as to the details or methods of the work? Yes No
6. Shall Consultant use his or her own methods without training from ACCD for the services? Yes No
7. Are Consultant's services separate from and not integrated or merged into normal ACCD business? Yes No
8. May Consultant assign another to perform the services in his or her place? Yes No
9. May Consultant select, hire, pay and supervise any helpers used by him/her and is he or she responsible for the results of the helpers' labor? Yes No
10. Are Consultant's services of limited duration with no expectation of continuing work?- Yes No
11. Is Consultant the master of his or her own time, working the days and hours he or she chooses? Yes No
12. Is Consultant not required to devote full-time service to ACCD exclusively? Yes No
13. May Consultant's physical work location be anywhere he or she chooses? Yes No
14. May Consultant set his or her own order and sequence of work in performing the services (subject to specific requirements for deliverables, reports, etc.)? Yes No
15. Is Consultant expected to submit regular oral or written reports about the work in progress? Yes No
16. Is Consultant to be paid by the job (ie., negotiated flat rate) as opposed to by the hour? Yes No
17. Is Consultant expected to pay for his/her business and travel expenses without reimbursement by ACCD? Yes No
18. Is Consultant expected to furnish tools, materials and equipment necessary to perform the services? Yes No
19. Is Consultant able to work for more than one client or firm at the same time, as time permits? Yes No
20. Does the Consultant advertise or otherwise invite the public to partake of the services? Yes No