

Riverside Community College District
Community Education
Professional Services Agreement

This **AGREEMENT** is entered into by and between Riverside Community College District's Community Education Program hereafter referred to as "**District**" and _____, hereafter referred to as "**Presenter**".

District and **Presenter** agree as follows:

1. **District** shall sponsor classes to be conducted by **Presenter**. **Presenter** shall be solely responsible for the determination of the manner and means of providing the required services and guiding the students.
2. **Presenter** shall provide, at **Presenter's** sole cost and expense, any specialized equipment needed for the conduct of the services described in the Class Proposal(s) accepted by **District**.
3. **Presenter** shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. **Presenter** understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Any complaints or questions may be referred to the District's Director of Diversity, Equity and Compliance.
4. **Presenter** shall not use a Community Education class to sell a product or service. If specific supplies are needed to complete the class and the supplies can be purchased in class, the cost of said supplies must be listed in the published class description.
5. In the event that the course conducted by **Presenter**, is a course developed by the **District**, that course curriculum and all materials associated with that course is the sole and exclusive property of the **District**. **Presenter** is prohibited from using those course materials to provide that course anywhere or for anyone else, without the express written permission of the District. All courses developed by the **Presenter** are the sole and exclusive property of the **Presenter** and **District** may not offer that course as part of its Community Education or any other program in the **District** without the express written permission of **Presenter**.
6. Should any litigation be commenced between the parties hereto or their personal representatives concerning any provision of the Agreement or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition; to such other relief as may be granted, to a reasonable sum for attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.
7. **Presenter** shall hold the **District**, its Trustees, officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as claims for property damage which may arise from **Presenter's** performance under this Agreement, whether such performance be by **Presenter** or by any one or more persons directly or indirectly employed by or acting as agent(s) for **Presenter**. **Presenter** shall defend **District** and its Trustees, officers, agents and employees from any suits or actions or law or inequity for damages caused, or alleged to have been caused, by reason of **Presenter's** performance under this agreement.
8. **Presenter**, in the conduct of services described in the Proposal(s), shall abide by all policies, laws, codes, and general rules and regulations of **District** relating to activities and programs of the type contemplated herein. **Presenter** will abide by and adhere to generally accepted standards of conduct during any activities associated with the program and services described in the Proposal(s).
9. **District** agrees to provide administrative services, collect fees, and advertise **Presenter's** class in the Community Education schedule. **Presenter** will receive remuneration upon completion of the class as follows: **40% of the income generated by classes.**
10. This Agreement shall be effective for a period of three (3) years from the date of signature of the parties. At the end of three (3) years, the parties may agree to enter into a new contract. The parties may mutually agree to terminate

the agreement in writing, without cause. **District** reserves the right to terminate this Agreement with three (3) days written or verbal (a verbal termination shall be followed up in writing) notice should any of the following conditions arise: (a) **Presenter** fails to adhere to or abide by generally accepted standards of conduct, or (b) **Presenter** fails to fulfill the requirements of the Agreement. **District** shall not be liable for compensation or damages to **Presenter** for the remainder of the Agreement should it be canceled for any of these reasons.

12. **Presenter** is an independent contractor and no employer-employee relationship exists between **Presenter** and District and is not entitled to any rights, benefits or privileges of **District** employees.

Presenter declares and certifies that in the course and scope of this engagement he/she is not an employee or agent of the District and, in case of injury or illness, he/she is covered by a 24-hour health and hospitalization program that does not exclude the work to be performed by **Presenter** under this Agreement.

Presenter hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, bodily injury, property damage or wrongful death occurring to him/herself arising in any way whatsoever as a result of engaging in the work or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. The undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, bodily injury, property damage or wrongful death against the District or any of its officers, agents, servants, or employees of any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

Presenter is responsible for any and all income and related taxes associated with **Presenter's** fees under this contract. The **District** will issue an IRS Form 1099 to **Presenter** for monies over \$600 paid to him/her by the **District**.

13. **Presenter** shall provide **District** with a Certificate of Insurance evidencing Errors and Omissions Insurance in the minimum amount of \$1,000,000 and shall name the Riverside Community College District as an additional insured on the Certificate. **Presenter** shall notify Community Education within 30 days if the insurance carrier changes, the insurance is cancelled, or if there are any other changes in the coverage.

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

Presenter: _____ Employer ID #: _____

Address: _____

Business Phone: _____ Cell Phone: _____ E-Mail: _____

Fax Number: _____

Telephone Authorization: I authorize the District to release the following phone number(s) to interested parties.

Circle numbers to be released: Business Phone Cell Phone E-Mail Address

By: _____
Presenter Signature (Not Valid Unless Signed)

by: _____
Riverside Community College District

Date: _____

Title: Director Corporate & Business Dev

Date: _____

Contract Beginning Date: _____

Contract Ending Date: _____