

San Francisco Community College District

Short Form Contract

For independent contractors and honorariums under \$60,000 such as trainers, speakers, guest lecturers/instructors, interpreters, faculty development consultants and staff development consultants, etc.

IMPORTANT: Please read Sections I, II and III of this contract before signing.

Requisition #: _____
(An online requisition number **must** be obtained and entered here)

SECTION I

A. Contractor's Information:

Last Name _____ First Name _____ Federal ID# / SSN# _____
Address _____ City _____ State _____ County _____ Zip Code _____
Company Name and Title (if applicable) _____ Daytime Telephone _____ Email Address (required) _____

B. Description of Services/Deliverables: (Dates, times, class sections, project or grant, etc. Attach additional pages if needed.)

For periodic payments, list deliverables/milestones in the detailed scope of work (attached)

C. Term: The term of this contract shall commence on _____ and terminate on _____

D. Payment: Payment shall not exceed _____ Dollars, \$ _____

FOAPA:	Fund	Organization	Account	Program	Activity
_____	_____	_____	_____	_____	_____

IN WITNESS WHEREOF, the parties have executed this Contract on the date specified with their signatures below. The Contractor's signature verifies that the Contractor has read and acknowledged the "Contract" terms contained in Sections I, II and III.

"District"

"Contractor"

By: _____

By: _____

Chancellor

Contractor Signature

Recommended by: _____
Authorized Department Representative Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Project Coordinator: _____

Email: _____ Telephone # _____

(E-mail address required)

PAYMENT OR CHANGES:

FOR PAYMENT: Contractor: Submit invoice to department for review, with date of service, invoice number, and PO number
Department: review invoice and deliverables, attach invoice to Receiving copy of the purchase order, sign and date Receiving copy, write invoice number on copy, and submit to A/P for payment. Signed invoices without PO copy or number cannot be processed. If making periodic payments, make copies of the Receiving copy as needed. Indicate final payment on last payment request when contract is satisfied, to indicate completion.

Short Form Contract

SECTION II

- A. This **CONTRACT** for the _____,
is entered into by and between the San Francisco Community College District (“District”) and Contractor(s).
- B. **Contractor’s Services:** Contractor’s Services are described in Section I, which appears on the reverse side of this form and which is incorporated herein by reference as “Contract.
- C. **District’s Representative:** District agreement, approval, or notice required under this Contract, may be given only by the District Representative named in Section I.
- D. **Payment:** District shall pay Contractor for the services described in Section I, after verification of such services by the District Representative, the sum specified therein. Contractor is to provide an invoice for this Contract. District is not responsible for expenses paid or incurred by Contractor unless otherwise agreed in advance in writing by the District Representative. Contractor must supply, at his/her sole expense, all equipment, materials, and/or supplies for services described herein. District’s obligation is limited to the payment described herein, and District is not obligated by any reason for additional payment or for any special, consequential, indirect or incidental payments or damages related to this contract.
- E. **Assignment:** Contractor shall not assign this Contract nor the payment under this Contract without the written approval of the District Representative.
- F. **Termination:** District may terminate this Agreement without cause or liability at any time by giving Contractor 5 days written notice of such termination. In the event of termination, Contractor shall be paid for services already performed to the satisfaction of the District Representative, up to the date of notice of termination. Any payment is conditioned on Contractor providing to the District any and all materials required by the District related to the services rendered. Contractor shall immediately notify District if for any reason he/she cannot fulfill the terms of this Contract.
- G. **Notices:** All notices under this Contract are deemed given when personally delivered to the recipient or upon mailing such notices by certified mail, return receipt requested; for the Contractor, at the address shown in Section I; for the District Representative specified in the Contract.
- H. **Governing Law:** This Contract shall be construed in accordance with and governed by the laws of California. Venue for all litigation relative to the formation, interpretation, and performance of this Contract shall be in San Francisco, California.
- I. **No Authority to Bind District:** Contractor has no authority to enter into contracts/agreements on behalf of the District. This Contract does not create a partnership between the parties. Contractor is solely liable for and responsible to his/her own employees, agents, and/or vendors.
- J. **Indemnification:** Contractor shall defend, indemnify, and hold harmless the District, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, or agents related to Contractor’s performance under this contract. Contractor’s indemnification of District shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of District, its Trustees, officials, agents, and employees. Acquisition and maintenance of insurance does not in any way limit contractor’s liability pursuant to the indemnification stated above.

K. Insurance: Commercial General Liability insurance is required on all contracts. Commercial Automotive Coverage is required if making deliveries on site. Acceptance by District of contractor's insurance does not relieve or decrease liability of Contractor. Certain contracts may demand additional insurance coverage, identified by check mark, as specified below:

Commercial General Liability. Contractor shall, at its sole cost and expense procure and maintain Commercial General Liability insurance with not less than \$1,000,000 (one million) per occurrence and \$2,000,000 general aggregate for the duration of their contract against claims which may arise from or in connection with the performance of the work hereunder by the contractor, its officers, employees or agents. We may require certain contracts to have higher limits in certain situations or as required by law. An executed/signed copy of the contract, a certificate of insurance (COI) showing the above limits, and the following five endorsements and must be submitted to District Risk Services prior to initiation of performance under the contract:

1. ADDITIONAL INSURED endorsement: Name the District, its Trustees, officials, agents, and employees as additional insured.
2. ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement: Provides that any failure to comply with the reporting provisions of the policy shall not affect coverage to the additional insured.
3. CANCELLATION endorsement: Provides that the District is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
4. PRIMARY, NOT CONTRIBUTORY endorsement: Provides that the insurance is primary to any insurance or self-insurance of the District, its Trustees, officials, agents, and employees, and any insurance maintained by the District, its Trustees, officials, agents, and employees shall be in excess of Contractor's insurance and shall not contribute to it.
5. SEVERABILITY OF INTEREST endorsement: Provides that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Commercial Automobile Liability. Contractor shall, at its sole cost and expense procure and maintain Commercial Automobile Liability insurance, including Owned, Non-Owned, and Hired Auto, with not less than \$1,000,000 (one million) combined single limit for bodily injury and property damage. for the duration of their contract against claims which may arise from or in connection with the performance of the work hereunder by the contractor, its officers, employees or agents. Certain contracts may require higher limits in certain situations or as required by law. An executed/signed copy of the contract, a certificate of insurance (COI) showing the above limits, and the same five endorsements required for Commercial General Liability must be submitted to District Risk Services *prior to initiation of performance* under the contract. (District does not require Commercial Auto Liability insurance if contractor is using a personal/non-commercial vehicle *solely* for commuting to and from location of service provided to the District. Commercial automobile coverage for vehicles parked on District property is desirable, however, as parking is at vehicle owner's sole risk.)

Workers' Compensation and Employer's Liability. If Contractor has any employees, then Contractor shall, at its sole cost and expense procure and maintain Workers' Compensation and Employer's Liability for the duration of the contract, with limits not less than \$1,000,000 per accident or occupational illness for claims from contractor's employees which may arise from or in connection with the performance of the contract. (A sole proprietor with no employee is exempt from workers' compensation and employer's liability.) A certificate of insurance showing the above limits, an executed/signed copy of the contract, and the following two endorsements must be submitted to District Risk Services *prior to initiation of performance* under the contract.

1. CANCELLATION endorsement: Provides the District is entitled to 30 days prior written notice of cancellation or non-renewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
2. WAIVER OF SUBROGATION endorsement: Provides that the insurer will waive its right of subrogation against the District, its Trustees, officials, agents, and employees with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the District.

Additionally, as determined by District Risk Services, the following coverage is required for specific professional and personal services, when checked:

Professional Liability/Errors and Omissions (E&O) Insurance If providing services that require a state license, Contractor must maintain Professional Liability / Errors & Omissions (E&O) liability insurance not less than \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate. This policy shall provide extended reporting period coverage for claims made within three years after this contract is completed or otherwise terminated according to terms.

Fitness Instructor and Personal Trainer Insurance (non-employees providing instruction/training in areas such as dance, fitness, yoga, conditioning, pilates, aquatic exercise, aerobics). Contractor shall provide general liability insurance with a minimum of \$1,000,000 per occurrence; abuse, molestation, harassment or sexual misconduct coverage, including defense, of at least \$100,000 per occurrence; and damage to premises coverage of at least \$100,000.

Medical Specialty Liability Insurance (athletic trainer, physical or psycho therapists, acupuncturists, massage therapists, nurses and doctors). Contractor shall provide general liability insurance with a minimum of \$1,000,000 per occurrence; abuse, molestation, harassment or sexual misconduct coverage, including defense, of at least \$100,000 per occurrence; and damage to premises coverage of at least \$100,000.

Special Event Insurance Certain requirements and procedures must be followed if you are hosting an event on District property. See <http://www.ccsf.edu/eventinsurance> for details. Contractor must provide a minimum of \$1,000,000 coverage for each of the following: product/completed operations, personal/advertising injury, each occurrence, and third party property damage. Liquor liability coverage is also required if liquor is available for sale. Advanced approval of the Board of Trustees is required if liquor is to be present/served.

Any variation from these requirements must be approved by District Risk Services, in writing, and attached to the contract. www.ccsf.edu/risk

Short-Form Contract

SECTION III (Part 1)

- (click boxes that apply)
1. Will you make a profit or suffer a loss as result of the work, aside from the money earned from the project? (This should involve real economic risk – not just the risk of not getting paid.)..... Yes No
 2. Do you have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.).....Yes No
 3. Do you work for more than one company at a time? (This tends to indicate independent contractor status, but isn't conclusive since employees can also work for more than one employer.)..... Yes No
 4. Do you offer services to the general public? Yes No
 5. Does the District have the right to give you instructions about when, where, and how to work? (Answering "yes" does not necessarily mean employee status.) No Yes
 6. Will the District train you to do the job in a particular way? (Independent contractors are already trained.)..... No Yes
 7. Are your services so important to the District that they have become a necessary part of District business? (This may show that you as a worker are subject to the District control.) No Yes
 8. Must you provide the services personally, as opposed to delegating tasks to someone else? (Answering "yes" does not necessarily mean employee status.) No Yes
 9. Will the District hire, supervise, and pay your assistants? (Independent contractors hire and pay their own staff.) No Yes
 10. Is there an ongoing relationship between you and the District? (A relationship can be considered ongoing if services are performed frequently, but irregularly.) No Yes
 11. Does the District set your work hours? (Independent contractors are masters of their own time.)... No Yes
 12. Must you spend all of your time on the District assignment for which you are being hired? (Independent contractors choose when and where they will work.) No Yes
 13. Must you perform the work on District premises, or do you have a choice of the location where the work must be performed? (Answering "yes" does not necessarily mean an employee status). No Yes
 14. Will the District have the right to determine the order in which services are performed? (Answering "yes" does not necessarily mean an employee status.) No Yes
 15. Do you have to give the District reports accounting for your actions? (This may show a lack of independence.) No Yes
 16. Are you paid by the hour, week or month? (Independent contractors are generally paid by the job or on commission, although industry practice, some are paid by the hour.) No Yes
 17. Will the District pay your business or travel costs? (This tends to show control.)..... No Yes
 18. Will the District furnish you with equipment, tools or materials to do the work? (Independent contractors generally supply the materials for the job, and use their own tools and equipment.) . . . No Yes
 19. Can the District fire you? (An independent contractor can't be fired without subjecting the District to the risk of a breach of contract lawsuit.) No Yes
 20. Can you quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.) No Yes

Limited Services Contract

SECTION III – (Part 2)

(For Contractor with Total Annual Payments of \$600 or more each tax year)

INDEPENDENT CONTRACTOR CERTIFICATION

Contractor/Consultant Name: _____

I have reviewed and understand the criteria in Part 1 differentiating between an employee and an independent contractor. I certify that my work with the San Francisco Community College District (“District”) meets the criteria of an independent contractor and that I am not an employee. I have circled any exceptions in Section III-Part 1 of this document.

Exception Comments:

By signing this agreement or contract, contractor certifies that he or she has not been debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Contractor/Consultant Signature

Date

Print or type Contractor/Consultant Name

Print or type title

RECOMMENDING/HIRING MANAGER CERTIFICATION

Department Name: _____

I have reviewed and understand the criteria in Section III-Part 1 differentiating between an employee and an independent contractor. I certify that the work being performed by the above named individual meets the criteria of an independent contractor and that any exceptions are noted/circled.

Exception Comments:

Recommending Manager Signature

Date

Print or type Manager’s Name

Print or type title

For Administrative Services Office Use-
Reviewed and approved as Independent Contractor []
Further review required []
Signed: _____

IRS W-9 Form Verified as on file []
Date: _____
Title _____