



43-500 Monterey Avenue  
Palm Desert, CA 92260

## AGREEMENT FOR PROFESSIONAL SERVICES

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This agreement made and entered into this [Click here to enter day.](#) day of [Click here to enter month.](#) [Click here to enter year.](#), by and between the **DESERT COMMUNITY COLLEGE DISTRICT**, Riverside County, California, hereinafter referred to as the "District" and [Enter name of contractor.](#) hereinafter referred to as the "Contractor".

CONTRACTOR agrees to provide the DISTRICT the services enumerated in Section 6 of this Agreement under the following terms and conditions, for payment in the amount of \$[Click here to enter text.](#):

1. Services shall begin on [Click here to enter a date.](#), and shall end upon [Click here to enter a date.](#)
2. CONTRACTOR understands and agrees that he and/or all of his employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to CONTRACTOR'S employees.
3. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
4. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor per IRS Publication 15-A page 4, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
5. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents. DISTRICT agrees to defend, indemnify and hold harmless the CONTRACTOR, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.
6. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:
7. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

8. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
  
9. Payments will be made by the DISTRICT to the CONTRACTOR as follows: All invoices for services shall be presented to the District's Dean's Office for approval. Invoices will be forward to the Fiscal Services office for issuance of payment. Payment shall be made within 22 working days of presentation of invoice.
  
10. This agreement may be terminated by either party notifying the other, in writing, no less than thirty (30) days prior to the date of termination.

Date of Board Approval/Ratification: \_\_\_\_\_

| <b>DESERT COMMUNITY COLLEGE DISTRICT</b>   | <b>CONTRACTOR</b>        |
|--|--------------------------|
| <b>Approved by:</b> _____ <b>Date:</b> _____<br><b>Name/Title :</b> _____, _____   | <b>Name:</b> _____       |
| <b>Approved by:</b> _____ <b>Date:</b> _____<br><b>Pamela Ralston, Vice President, Student Learning</b>  | <b>Address:</b> _____    |
| <b>Approved by:</b> _____ <b>Date:</b> _____<br><b>John Ramont, Director, Fiscal Services</b>  | <b>Phone:</b> _____      |
| <b>Approved by:</b> _____ <b>Date:</b> _____<br><b>Mary Anne Gularte, Vice President, Human Resources</b>  | <b>SS #:</b> _____       |
| <b>Account Codes:</b> __-__-__-__-__-__-__-__  | <b>Signature:</b> _____  |
| <input type="checkbox"/> Current Adjunct<br><input type="checkbox"/> Current FT Faculty<br><input type="checkbox"/> Current/Previous Contractor<br><input type="checkbox"/> New Contractor <i>*New Contractors must contact Human Resources for Onboarding</i> | <b>Date:</b> _____       |
|  | <b>Originator:</b> _____ |
|  | <b>Copy to:</b> _____    |