

INDEPENDENT CONTRACTORS
(General Terms and Conditions)

1. Contractor Responsibilities

The Contractor shall provide services as indicated on the first page of this agreement and as specified in the Description of Services (Exhibit B). In providing these services, it is expressly agreed that the Contractor's status hereunder is that of an independent contractor. Neither the Contractor nor any person hired by the Contractor shall be considered an employee of the Association for any purpose. The Contractor shall not act in any way to bind the Association or the College, nor shall the Contractor hold him/herself out as an agent of the Association except as provided for in Exhibit B.

2. Term

This agreement shall cover the period provided on the first page thereof, unless terminated sooner as provided below.

3. Termination for Convenience

This agreement may be terminated for convenience by the Association, in whole or in part, in the event that the Contractor's services are no longer needed due to cancellation or discontinuance of the activity in question. Such termination shall be in writing, and the Contractor shall be compensated on a pro rata basis for any services rendered.

4. Termination for Cause

This agreement may be terminated for cause by the Association, in whole or in part, in the event that the Contractor fails to fulfill his/her obligations under this Agreement. Cause shall be defined as personal misconduct, neglect of duties, unsatisfactory performance, and/or violation of College or Association policies. The procedure to be followed in such cases shall include written notification to the Contractor that a recommendation is being made to the Dean of Student Services and Executive Dean to terminate the contract for cause. Such notification shall be made by the area Director or other appropriate supervisor and shall provide the Contractor with three business days to meet with the Executive Dean, or his/her designee, before a final decision is made. The area Director or other appropriate supervisor may, at his/her discretion, suspend the Contractor pending a final determination on the charges. The Executive Dean, or his/her designee, may impose any sanction up to and including termination. Such determination shall be final and shall be provided to the Contractor in writing.

5. Fee Schedule

The Contractor shall be paid 50% of the total cost of the agreement at the midpoint of the contract period with the remaining 50% paid upon completion of the contract, unless other arrangements have been made as follows: _____

6. Assignment/Subcontracting

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to the Contractor under the terms of this Agreement, to any other person or corporation, without the prior consent in writing of the Association, and any attempt to do any of the foregoing without such consent shall be of no effect.

7. Entire Agreement

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

8. No Oral Changes

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.