**Riverside Community College District**

**Community Education**

**Presenter Educational Agreement**

This **AGREEMENT** is entered into on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** between Riverside Community College District Community Education hereafter referred to as **“District”** and **\_\_\_ \_\_\_\_\_**, hereafter referred to as "**Presenter**".
**Community Education** and **Presenter** agree as follows:

1. **Presenter** shall have independent contractor status, acting in an independent capacity and not as an agent, employee, partner or joint venture of the **District**. As such, **Presenter** is not an employee of **District** and is not entitled to any rights, benefits or privileges of **District** employees.
2. **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.
3. **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.**
4. **Presente**r shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. **Presenter** understands that harassment of any student or employee of Riverside Community College District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited. Any complaints or questions may be referred to the Director of Diversity and Human Resources or to the Director of Diversity, Equity and Compliance.
5. **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.
6. If **Presenter** chooses to cancel a program for any reason, **Presenter** shall notify **District** Community Education Office at least four (4) working days prior to the cancellation.
7. **District** reserves the right to terminate this Agreement with three (3) days written or verbal 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 reason.
8. 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.
9. **Presenter** shall hold the **District**, its elective and appointive boards, 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** operations under this Agreement, whether such operations 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 elective or appointive boards, 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** operation.
10. **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).
11. **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 net income generated by the class.**
12. 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. Either party may terminate this agreement without cause, with 15 days notice to the other party.
13. The **District** will issue an IRS Form 1099 to **Presenter** for monies over $600 paid to him/her by the **District**. All **Presenters** are responsible for their own taxes.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Presenter Signature (Not Valid Unless Signed) Riverside Community College District

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Community Education Supervisor

Contract Beginning Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract Ending Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_