

**AGREEMENT BETWEEN  
VICKI SHIPMAN  
And  
FREMONT-NEWARK COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Ohlone Community College District (hereinafter "District") and Vicki Shipman, to utilize professional and technical services of Vicki Shipman. Vicki Shipman will provide consulting services for the environmental economic development projects at Ohlone College.

**IT IS MUTUALLY AGREED** that Consultant will provide services under the following terms and conditions listed below.

**NOW, THEREFORE**, it is agreed as follows:

1. **District Support.** The District will provide support services that may be necessary for the successful completion of this contract. All materials, supplies, and equipment for the program will be purchased by the District and will become the property of the District.
2. **Program Coordination.** The Consultant will coordinate her activities with the President/Superintendent, in the performance of the terms and conditions of this Agreement. Consultant, except for periodic visits to the District, will perform her District duties off site.
3. **Program Development and Implementation of Program.** The consultant will serve as a research and development funding consultant. All consultant work products produced for the District, are the sole property of the District. Use of Consultant work product other than for District purposes must be approved in advance by the District.
4. **Progress and Final Reports.** The Consultant will provide written progress reports as assigned for the President/Superintendent.
5. **Consultant Expenses.** The Consultant shall assume all expenses, including but not limited to travel expenses incurred by her, except that the District will pay for expenses, excluding housing expenses, incurred by Consultant while performing her duties in the Bay Area.
6. **Indemnification.** To the extent allowed by law, the District and Vicki Shipman, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers, and employees against any and all claims, actions, liabilities, and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.
7. **Payment.** Payment in consideration of this Agreement shall be \$75 per hour, not to exceed \$50,000, for service rendered by the Consultant. Ms. Shipman will bill at the end of each month for the services rendered by her as a Consultant. The District will reimburse Ms. Shipman for services provided by consultant within thirty (30) days of receipt of a valid invoice from her.

8. **Consultant Not Employee of the District.** It is understood that Vicki Shipman is responsible for her actions as consultant; that Consultant is not an employee or servant of the District regardless of nature and extent of the acts performed by consultant; that inasmuch as said Consultant shall not be an employee of the District, the District does not assume liability under law for any act of Consultant performing or traveling pursuant to this Agreement. Furthermore, as consultant is a self-employed independent contractor, neither the District nor Vicki Shipman shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Consultant.

9. **Status of the District and Vicki Shipman.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the District and Vicki Shipman, but is, rather, an agreement by and between the independent contractors, these being the District and Vicki Shipman.

10. **Limitations of Consultant Powers.** Consultant shall perform the services as defined in this Agreement. To the extent that the law allows, Consultant may discharge the duties which are consistent with his/her status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further understood and agreed that it is a District responsibility to ensure that a true independent contractor relationship is established and maintained.

11. **Terms of Agreement.** This Agreement shall remain in full force and effect beginning August 16, 2004, and ending June 30, 2005. This Agreement may be extended or canceled by mutual agreement of all parties hereto. This Agreement shall terminate automatically upon the death or incapacity of the consultant named herein.

12. **Laws.** The laws of the State of California shall govern in regard to this Agreement.

DATED August 11, 2004

By \_\_\_\_\_  
Vicki Shipman, Consultant  
21749 Antique Lane  
Cottonwood, CA 96022

OHLONE COMMUNITY COLLEGE DISTRICT

DATED August 11, 2004

By \_\_\_\_\_  
Board of Trustees  
Fremont-Newark Community College District