

MT. SAN ANTONIO COLLEGE
STUDENT SERVICES
ACCESSIBILITY RESOURCE CENTERS FOR STUDENTS
NOTE TAKER CHECKLIST

Characteristics of a Good Note Taker

- Regularly attends class and is punctual
- Produces easy to read, clear and concise notes
- Well organized, timely and produces complete notes
- Student is engaged and asks professor for clarification when needed

Please place a check mark in each box below, verifying acceptance of the terms.

- I have not and will not work anywhere at Mt. San Antonio College this calendar year
- I have signed the Independent Contractor Agreement and submitted it **within two weeks of starting to take notes.**
- I have attached an un-official transcript verifying that I have at least a 2.50 GPA
- I have completed a W-9 form
- The confidentiality of student information is protected under federal law
- I will maintain the confidentiality of ACCESS students and understand that the improper disclosure may result in the termination of my services
- I will exchange contact information (e.g. email address, or phone number, etc.) with the ACCESS student
- Provide a copy of class notes to the ACCESS student at the end of each class meeting
- I must submit an invoice signed by the Student for payment once services have been completed

I _____, have read and understand the statements above. By checking off each box, I verify that I understand the requirements expected of me.

Note Taker Name (Print)

Note Taker Name (Signature)

Mt. SAC Authorized Witness (Signature)

Access Employee Title

Date

AGREEMENT FOR NOTE TAKING SERVICES

This Agreement is entered into by and between Mt. San Antonio Community College (“College”) and _____ (“Contractor”).

BACKGROUND

- A. The College is mandated to comply with the requirements of the Americans with Disabilities Act (42 U.S.C. § 12100 et seq.) and Section 504 of the Rehabilitation Act by accommodating students with disabilities in the production of quality notes for the courses in which they are enrolled.
- B. The Contractor is a student enrolled for his or her own purposes in a class or classes for which a student with a disability needs note taking services. The Contractor must have at least a 2.50 GPA. The contractor will provide unofficial transcripts, along with other identifying documents as specified with this Agreement to verify GPA.

AGREEMENT

The parties agree as follows:

1. Contractor Obligations.

- 1.1. **Scope of Services.** Contractor shall provide note taking services for the assigned individual (“Student”), as designated in Paragraph 1.3 of this Agreement, for classes in which Contractor is currently enrolled. Note taking services are described as follows: attendance in class for lecture and/or lab, writing the key points of lecture to include visual and/or audio aids; writing any words, numbers, or drawings that the instructor displays via white board, overhead projector, slides, films, or video (“Services”). Notes are to be legible, either handwritten or typed, and titled with the class name and date of notes. Contractor shall be available in person for questions regarding the notes. Contractor is obligated to provide notes for every session the instructor holds for that particular class during the term of the Agreement.

If Contractor is absent from a class session, Contractor shall secure a replacement Note taker for that session. Contractor must notify Student that a replacement will be used. Regardless of absence from a class session, Contractor is responsible under this Agreement for arranging the delivery of the notes to the Student within one day after the end of each class, either through ACCESS or through the replacement Note taker.

- 1.2. **Billings and Collections.** Contractor shall be responsible for submitting an invoice at the end of the term noting each class session attended and confirming the notes from each session were delivered. Invoices with ACCESS student’s signature shall be submitted to the Accessibility Resource Centers for Students Office at the College.

- 1.3. **Assignment.** Contractor is assigned to:

Student: _____

Class: _____ CRN# _____

Term: _____

Meeting Days/Times: _____

As stated in Paragraph 1.1, Contractor is obligated to provide notes for every class session held during the term indicated above. If the Student is absent from class, you are NOT to provide notes for that specific class session.

2. **Term:**
 - 2.1. **Initial.** The term of this Agreement shall be one term commencing on _____ (“Start Date”) and ending on _____ (“End Date”).
 - 2.2. **Early Termination.** Contractor shall provide at least one week’s notice of intent to withdraw from the course. Payment to the Contractor up to the time he or she is no longer enrolled in the class shall be according to Paragraph 3.
3. **Compensation for Assignment.** College agrees to pay Contractor \$48.00 for courses .50 to 2.50 units and \$96.00 for courses 3.00 to 5.00 units for class notes delivered to Student as specified in Paragraph 1.1 of the Agreement. College shall provide payment to Contractor within 60 days upon receipt of Contractor’s invoice by College’s Accounts Payable department. If Contractor or Student withdraws from the class before the end of the term, College shall pay only for the services actually provided, prorated (\$4.00 per week) for the time the Contractor and Student were enrolled in the assigned course, according to the procedures of the Paragraph.
4. **Permitted Use.** The notes shall be used by Student free and clear without objection, including but not limited to any claim of copyright or related issues of Contractor’s thoughts or ideas written in the notes.
5. **Independent Contractor.** Nothing in the Agreement shall be construed as creating an employee-employer relationship between Contractor and College. It is expressly understood that in performing the Services, Contractor shall exercise independent professional judgment. Contractor shall not be entitled to the benefits of College employees. Contractor shall be solely responsible for reporting all income received under this Agreement as required by law and for paying any and all State and Federal income, Social Security, and related taxes. Contractor specifically agrees to hold College harmless from all liability for any tax withholdings, payments, reports, or related penalties or costs.
6. **Covenant to Hold Harmless.** Contractor shall indemnify, defend, and hold harmless College, its officers, trustees, agents, and employees from any claim, damage, liability, loss, cost, and expense (including, without limitation, dispute resolution, litigation costs, and reasonable attorneys’ fees) of any kind arising from or relating to Contractor’s performance of the Services.
7. **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No prior or contemporaneous agreement or understanding pertaining to this Agreement shall be effective.
9. **Modifications.** This Agreement may be modified only in writing signed by representatives of the parties authorized to sign contracts.
10. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision.
11. **Unavailability of Funds.** District may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. District shall give Contractor prompt written notice after it knows that funding will not be available.
12. **Termination.** This Agreement may be terminated at any time by either the Contractor or District, without cause.

CONTRACTOR:
 Name: _____
 Signature: _____
 Student ID Number: A _____
 Phone Number: _____
 Date: _____

Mt. SAN ANTONIO COMMUNITY COLLEGE
 Name: Audrey Yamagata-Noji, Vice President
 Signature: _____
 Date: _____

Invoice for Note Taking Services

To be submitted to ACCESS after completion of service
(MUST be in Black or Blue Pen)

Note taker's Name: _____ Banner ID #: A0 _____

Mailing Address: _____

Phone Number: _____

Dates notes were taken and copies provided to the student:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ACCESS Student: _____

Class: _____ CRN # _____

Term: _____

Meeting Days/Times: _____

I received notes from the above named Note taker for the class sessions indicated above.

ACCESS Student Signature (required to receive payment) Last date notes were received

Class was: _____ .50 to 2.50 units (\$48.00) _____ 3.00 to 5.00 units (\$96.00)

If notes weren't taken for the whole term how many weeks did you take notes?

_____ X \$4.00 equals \$ _____

Number of weeks notes were provided (if notes weren't taken for entire term)

Amount Owed: \$ _____

Note taker's Signature: _____ ACCESS Administrator Signature: _____

Date: _____ Date: _____

Account Number: 17520-522000-511000-499900