

CENTRAL OREGON COMMUNITY COLLEGE

2600 NW COLLEGE WAY, BEND, OR 97701

**INDEPENDENT CONTRACTORS AGREEMENT AND
DECLARATION OF INDEPENDENT CONTRACTOR STATUS**

This agreement is entered into this _____ day of _____, 20____, by and between Central Oregon Community College, hereinafter called the "College", and _____, hereinafter called the "Contractor".

Whereas the College has need for the professional services of an individual with the particular training, ability, knowledge and experience possessed by the Contractor, now therefore, in consideration of the sum of \$_____ to be paid to the Contractor by the College, the Contractor agrees to perform during the period _____, 20____, through _____, 20____, inclusive, the following professional services subject to all the conditions listed in **INDEPENDENT CONTRACTOR CERTIFICATION** section of this agreement.

Interim progress payment (optional):

Date _____ Service _____ Amount _____

Date _____ Service _____ Amount _____

INDEPENDENT CONTRACTOR CERTIFICATION

1. The Contractor is completely independent and solely determines the manner and means of accomplishing the end result of the services. The College does not have the right to control or interfere with the manner or method of accomplishing said result.
2. The Contractor will bear all costs of travel, per diem, or incidental expenses including hiring assistants or subcontracting work.
3. Necessary tools, equipment, machinery, and supplies are furnished by the Contractor.
4. A "time of performance" indicating starting and ending dates and/or time is to be specified on the agreement.
5. The Contractor will not be eligible for Federal Social Security, State Workers' Compensation, or unemployment insurance benefits from payment for these services except as a self-employed individual.
6. The Contractor will not be eligible for any of the fringe benefits normally extended to employees.
7. The Contractor will be responsible for any federal or state taxes applicable to any payment under this agreement.

8. If payment is to be charged against federal funds, the Contractor cannot be currently employed by the federal government. The amount charged cannot exceed the normal fee for the type of services provided.
9. No services are to be performed until this certification data is received and approved by the Fiscal Services Office and authorized by a purchase order.
10. Payment will be made by the Fiscal Services Office after receipt of invoices and verification from the originating department that the specified services have been satisfactorily performed.
11. The contractor agrees to indemnify the College for any damages, expenses, costs, and disbursements and attorney fees incurred by the College as a result of the Contractor's failure to adhere to the terms of this agreement.
12. It is understood and agreed that if the Contractor will be performing as per the contract with the assistance of others, the Contractor agrees to qualify as either a carrier-insured employer or a self-insured employer for workers' compensation insurance and further agrees to provide all persons engaged in the performance of the contract with such coverage until such time as the contract is fully completed. Additionally, the College may, at any time, require the Contractor to provide proof of required coverage.
13. The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.17, which requires them to provide workers' compensation coverage for all their subject workers.
14. Contractor agrees to comply with all FERPA and 2002 Gramm-Leach-Bliley Act requirement as they relate to any confidential information. Contractor shall be liable for any breach of this provision caused by the act or omission of such party's officers, employees, agents, attorneys, or representatives. Confidential Information shall mean any information provided under this agreement by one party to the other that is designated by the providing party, or applicable statute as "confidential".

I certify that the above conditions are true and accurate and have been met.

Budget Administrator's Signature Date

Contractor's Signature Date

Account to be Charged

Contractor's Name (type or print)

FISCAL SERVICES USE ONLY

Street Address

Fiscal Services Approval Date

City State Zip

Social Security or IRS #

Submit to Fiscal Services signed W9 and one signed copies of this agreement. When approved, copies will be returned to department.