

**Ventura County Community College District
Community Services Instructors
Independent Contractor Agreement**

Independent Contractors are individuals who are contracted with the Ventura County Community College District to perform specific services for a short period of time. Community Services Instructors, employed as Independent Contractors, are not employees of the District. Specific terms of services to be rendered are outlined below. This agreement is for this term only. Execution of this agreement does not imply a continuing relationship with the District.

Community Service Instructors who are current employees of the Ventura County Community College District must use the District-wide Form No. 13021 (Community Services Employee Authorization).

Are you a current employee of the District: Yes No

Name _____

Address: _____

Home Number: _____ Work Number: _____

Soc. Sec. Number _____ Business Lic No _____

(Attach copy of license or business card)

Please list other agencies/companies you have preformed similar services for:

Date(s): _____ Day(s): _____

No. of Sessions: _____ Time: _____

Location: _____

Compensation: \$ _____ Percent of net enrollment fees or flat rate

Title of Class, activity or services to be provided (please be specific):

The Ventura County Community College District does not provide equipment, supplies or facilities. The cost of the below will be deducted in calculating net enrollment fees, if applicable.

The Contractor is solely responsible for the content and sequence of the work. District will not provide any training or instruction to Contractor or its employees.

The Contractor shall indemnify, defend and hold the District, its Board of Trustees, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of work contemplated by this agreement. Acceptance of this agreement constitutes that the Contractor is not covered under the District's general liability insurance, employee benefits, workers compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

The Contractor shall assume all expenses incurred in connection with performance of this contract and that the District shall not be responsible for payment of any other expenses. The payment terms specified above, unless otherwise indicated and agreed to in writing by the Contractor and the District, shall be the only obligation of the District. While engaged in, carrying out and complying with any of the terms and conditions of this agreement, the Contractor is not and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the district or of the State of California.

Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor. The Contractor is independently responsible for the payment of all applicable taxes. An IRS for 1099 will be provided to the Contractor at the end of the calendar year.

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations of warranties, expressed or implied, not specified in this agreement. This Agreement applies only to the current proposal. Modification or termination of this contract requires mutual agreement by both parties.

Agreement of Contractor: I agree to perform the services described above for the payment indicated. I understand that for this class I am not an employee of the Ventura County Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

_____	_____
Independent Contractor	Date
Approval:	
_____	_____
Community Services	Date
_____	_____
President or Designee	Date
_____	_____
District Administrative Services	Date

PAYMENT WILL BE MADE AT THE COMPLETION OF THE CLASS AND WITHIN ONE MONTH AFTER SUBMISSION OF A SIGNED INVOICE.

Required attachments for this agreement: IRS 20 Questions and W-9

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT INDEPENDENT CONTRACTOR PRE-HIRE WORKSHEET

NAME OF INDEPENDENT CONTRACTOR _____

'X' the box for a YES response; leave blank for a NO response

- 1. NO INSTRUCTIONS: The contractor will not be required to follow, nor will he/she be furnished with instructions to accomplish his/her job. The hiring may provide job specifications.
- 2. NO TRAINING: The contractor will not receive training by the District. He/she will use his/her own methods to accomplish his/her work.
- 3. SERVICES DON'T HAVE TO BE RENDERED PERSONALLY: The contractor is being hired to provide a result and will have the right to hire others to do the actual work.
- 4. WORK IS NOT ESSENTIAL TO THE DISTRICT: The District's success or continuation does not depend on the services of the outside contractor.
- 5. OWN WORK HOURS: The contractor will set his/her own work hours.
- 6. NOT A CONTINUING RELATIONSHIP: The contractor won't have a continuing relationship with the District. If the relationship is frequent, it will be at irregular intervals, on call (not full-time), or whenever work is available.

WARNING: Part-time, seasonal, or short-duration relationships have nothing to do with independent contractor status.

- 7. CONTROL THEIR OWN ASSISTANTS: If assistants are hired, it will be at the contractor's sole discretion. The contractor will be responsible for hiring, supervision, and paying those assistants.
- 8. TIME TO PURSUE OTHER WORK: The contractor will have time to pursue other gainful work.
- 9. DETERMINES JOB LOCATION: The contractor will control where he/she works. If he/she works on the district's premises, the District will not direct or supervise him/her.
- 10. SET ORDER OF WORK: The contractor will determine the order and sequence that he/she will perform his/her work.
- 11. NO INTERIM REPORTS: Since the contractor is being hired for the final result he/she will not be asked for progress or interim reports.
- 12. PAID BY THE JOB: The contractor will be paid by the job, not by time. Payment by the job can include periodic payments based on a percentage of the completed job. Payment can be based on the number of hours needed to do the job times a fixed hourly rate. However, this will be set in advance of the job.
- 13. WORK FOR MULTIPLE FIRMS: The contractor will work for more than one firm at a time.
- 14. PAY BUSINESS EXPENSES: The contractor will be responsible for his/her incidental expenses.
- 15. HAVE OWN TOOLS: The contractor will furnish his/her own tools. If the District leases equipment to the contractor, the terms will be equivalent to what an independent businessperson could have obtained in the open market.
- 16. HAS MADE A SIGNIFICANT INVESTMENT: The contractor can perform his/her services without the District's facilities (equipment, office furniture, machinery, etc.). The contractor's investment in his/her trade is real, essential, and adequate.

Pre-Hire Worksheet continued

- 17. OFFER SERVICES TO THE GENERAL PUBLIC: The contractor makes his/her service available to the general public by (check one or more):
 - Having an office and assistants
 - Having business signs
 - Having a business license
 - Listing his/her services in a business directory
 - Advertising his/her services

- 18. POSSIBLE ENTREPRENEURIAL PROFIT OR LOSS: The contractor can make a profit or a loss (check one or more):
 - The contractor hires, directs, and pays assistants
 - He/she has own office, equipment, materials, or facilities
 - The contractor has continuing and recurring liabilities
 - The contractor has agreed to perform specific jobs for prices agreed upon in advance
 - The contractor's services affect his/her own business reputation

- 19. LIMITED RIGHT TO FIRE: The contractor can't be fired so long as he/she produces a result, which meets the contract specifications.

- 20. NO COMPENSATION FOR NON-COMPLETION: The contractor is responsible for the satisfactory completion of the job and is legally obligated to compensate the District for failure to complete.

If after addressing the above 20 Common Law Factors, as established by the Internal Revenue Service, you have determined the person you intend to engage can legally be an independent contractor, please complete the VCCCD Independent Contractor Agreement. Attach this pre-hire worksheet to the agreement. If you believe the person you wish to engage should be an employee of this District, regular personnel/payroll procedures must be followed.

Contractor

Date

Community Services

Date

District Administrative Services

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Please print or type

Name (See Specific Instructions on page 2.)	
Business name, if different from above. (See Specific Instructions on page 2.)	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number								

or

Employer identification number								

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

List account number(s) here (optional)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

