

# Foothill - De Anza Community College District

**PURCHASE ORDER NO. \_\_\_\_\_ CHANGE NO. \_\_\_\_ TO INDEPENDENT CONTRACTOR AGREEMENT**

De Anza College  Foothill College  District Office  Foothill-De Anza Foundation

The Agreement entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR" is changed as follows but all other terms, conditions, and prices remain the same.

**1. CONTRACTOR INFORMATION:**

Contractor's Name \_\_\_\_\_ Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax No \_\_\_\_\_ Email \_\_\_\_\_

Social Security Number \_\_\_\_\_ \*Fed. Tax I.D. Number \_\_\_\_\_

CONTRACTOR MUST PROVIDE W-9

Business License Number \_\_\_\_\_

DIR Registration Number \_\_\_\_\_

Are you a current or former employee of the DISTRICT? Yes  No

If yes, date last worked \_\_\_\_\_

If yes, specify last work location \_\_\_\_\_

Work Assignment \_\_\_\_\_

Are you related to any employee(s) in the DISTRICT? Yes  No

If yes, please identify the individual(s) \_\_\_\_\_

**2. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:**

**A. Description of Additional services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation for this change):**

**B. Contractor Fee for Services:**

Original Amount of Contract: \$ \_\_\_\_\_

Additive or Deductive Amount for previous Changes: \$ \_\_\_\_\_

Additive or Deductive Amount for this Change: \$ \_\_\_\_\_

New Total: \$ \_\_\_\_\_

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.) **NEW TOTAL CANNOT EXCEED \$14,999 FOR PUBLIC PROJECTS.**

Will contractor also be reimbursed for expenses? YES  or NO  If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above: \$ \_\_\_\_\_

TOTAL COST OF THIS INDEPENDENT CONTRACT INCLUDING THIS AND ALL PREVIOUSLY APPROVED CHANGES WILL NOT EXCEED \$ \_\_\_\_\_ INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS.

C. Contract Starting Date \_\_\_\_\_ Contract Ending Date \_\_\_\_\_

3. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

4. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and I will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

\_\_\_\_\_  
Contractor (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

\_\_\_\_\_  
Authorized College/District Requestor/Budgeter

\_\_\_\_\_  
Date

\_\_\_\_\_  
College/District Employee with Authority to Sign Contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Approved by Board of Trustees if the total cost including change exceeds \$20,000. New total cannot exceed \$14,999 for Public Projects.