

**Foothill - De Anza Community College District**

**AMENDMENT NO. \_\_\_\_\_ TO INDEPENDENT CONTRACTOR AGREEMENT  
(PURCHASE ORDER NO. \_\_\_\_\_)**

This Amendment to the Agreement between the Foothill-De Anza Community College District, hereinafter referred to as the "District", and the following named independent contractor (hereinafter "Contractor"), is entered into as of the District's execution date ("Effective Date").

Company Name:	_____	Contact Name:	_____
Street Address:	_____	Phone:	_____
City, Zip:	_____	Email (Req'd):	_____
Social Security #: (last four digits)	_____	Fed. Tax ID #:	_____
Business License:	_____		

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

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

**1.2. Contractor Fee for Services (Compensation Changes):**

	<b>\$ Amount</b>	<b>* Compensation Type/comments</b>
Original amount of Agreement:	\$ _____	_____
Amount for previous changes (net change)	\$ _____	_____
<b>Add/Deduct amount for Services this change*</b>	<b>\$ _____</b>	_____
<b>Reimbursable Expense this change (if any)</b>	<b>\$ _____</b>	Not-to-Exceed Amount
<b>REVISED ICA TOTAL</b>	<b>\$ _____</b>	Not-to-Exceed Amount

*\*(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 the same guidelines as Board Policy AP7400.) \*Deduct amount add (-) symbol.*

**2. AGREEMENT TERM:**

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, District agrees to pay Contractor within thirty (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.

## Foothill - De Anza Community College District

### 5. EFFECT OF CHANGE ORDER:

Except as expressly provided herein, all other provisions of the Agreement shall remain in full force and effect. If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

In Witness Whereof, the Parties have entered into the Agreement on the day and year set forth beneath the respective names below:

#### CONTRACTOR

*AGREEMENT OF CONTRACTOR: By signing below, I agree to perform the services described above for the payment indicated. I understand that while performing Agreement services I am not an employee of the Foothill-De Anza Community College District because:*

1. *I follow an independent trade or profession,*
2. *I will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service, and*
3. *I customarily perform work that is outside the usual course of the DISTRICT'S business, and operate my business offering the same type of services to other clients as being offered to the District.*

By: \_\_\_\_\_  
*Authorized Signature*

Title: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

#### Foothill – De Anza Community College District “DISTRICT”

*This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, have analyzed their application to the services being provided, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status as summarized below:*

1. *Contractor follows an independent trade or profession,*
2. *Contractor is free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of such and in fact,*
3. *Contractor performs work that is outside the usual course of the DISTRICT'S business.*

By: \_\_\_\_\_  
*Authorized Signature*

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Date\* \_\_\_\_\_

Approved by Board of Trustees if applicable

*\*Board approval is required prior to commencement of work if total cost exceeds the bidding threshold for goods and services as reflected on following Purchasing website link:*

<http://purchasing.fhda.edu/bid-threshold/index.html>

FOR CAMPUS USE ONLY:		
Originator: _____	Date: _____	Extension: _____
FOAP: I _____ F _____ O _____ A _____ P _____		
<b>Campus Finance/Fiscal Services Authorization:</b>		
Name: _____	Signature: _____	
Title: _____	Date: _____	