

LINN-BENTON COMMUNITY COLLEGE PERSONAL SERVICE CONTRACT

LINN-BENTON COMMUNITY COLLEGE, HEREAFTER REFERRED TO AS COLLEGE, AND _____, hereafter referred to as CONTRACTOR agree to the following terms and conditions for the purpose of rendering the following services: _____

1. SCHEDULE OF SERVICES AND PAYMENT:

A. CONTRACTOR will comply w/the following schedule in performance of service or delivery of product:

- Services to begin (date): _____ Completion Date: _____
- Interim progress and payments (if any) paid on invoice: \$ _____
- Final payment upon satisfactory completion of the contract as certified by COLLEGE agent.

PAY TOTAL \$ _____

2. CERTIFICATION: Prior to payment for services rendered, CONTRACTOR certifies:

- A. I have not performed comparable services as an employee of Linn-Benton Community College in the last 12 months. I therefore waive any and all claims to benefits otherwise provided employees, including, but not limited to: medical, dental or other health insurances, retirement benefits, unemployment benefits, liability insurance, or workers' compensation insurance.
- B. The services provided are not supervised by COLLEGE and the only demand on time is faithful performance and delivery of described services by specified deadline.
- C. I am _____ am not _____ licensed by the State or other political subdivisions to provide similar services for other customers. My license number is _____ . My Federal Tax ID # is _____ . If no ID#, give SS# _____ .
- D. I understand that I am solely responsible for federal and state taxes and social security payments applicable to monies received for services herein rendered. I understand IRS Form 1099 will be filed on payments received when appropriate.

3. The parties to this contract understand that an independent CONTRACTOR is not eligible to receive workers' compensation benefits unless said person has obtained coverage for such benefits pursuant to ORS 656.128. IF CONTRACTOR is performing the services with the help of others, it is understood that CONTRACTOR is responsible to obtain and maintain in full force workers' compensation insurance for involved parties and file a Certificate of Workers' Compensation with this form.

4. CONTRACTOR agrees to indemnify and hold harmless COLLEGE for any damages, expenses, costs and disbursements, and attorney's fees incurred as a result of CONTRACTOR'S negligence in performance of the services or duties for which he/she is contracted. The COLLEGE strongly recommends that CONTRACTOR has in effect professional liability insurance for protection against errors and omissions in performing this work.

5. Other conditions: _____

CONTRACTOR

LINN-BENTON COMMUNITY COLLEGE

Name: _____

_____ Date: _____

Address: _____

RESPONSIBLE ADMINISTRATOR

_____ Date: _____

_____ Date: _____

SIGNATURE

VICE PRESIDENT, FINANCE AND OPERATIONS

LINN-BENTON COMMUNITY COLLEGE

SCREENING TO DETERMINE POTENTIAL STATUS AS INDEPENDENT CONTRACTOR

Contractor: _____

Yes No

A 'yes' answer to the following questions suggests an employee.

1. The individual is supervised and paid for time worked.
2. The college trains and instructs the individual.
3. The individual uses the college's workspace, equipment and supplies.
4. There is little economic risk to the individual.
5. Services are offered primarily or exclusively to the college.
6. The college pays the individual for travel and expenses.
7. The college determines workers to hire/assist with the work.
8. The relationship is expected to be long-term and/or fairly continuous.
9. The college determines when to work and the order/sequence of the work.

If the answer to any of the questions is yes, please explain: _____

A 'yes' answer to the following questions suggests an independent contractor.

1. The individual is paid for the end product.
2. The individual needs no instruction or training.
3. The individual furnishes his/her own workspace, equipment and supplies.
4. There is opportunity for profit or loss for the individual.
5. The individual offers services to relevant markets and receives substantial remuneration from others for performing similar services.
6. Travel and expenses are included in the price of the contract.
7. The individual may subcontract or employ others to assist with services/tasks.
8. The relationship is intermittent and/or one-time agreements.
9. The individual determines how work is achieved and meets only a completion deadline.

If the answer to any of the questions is no, please explain: _____

Determination of Worker Status (check one): **Employee** **Independent Contractor**

I certify that the contractor has not performed comparable services as an employee of Linn-Benton Community college in the last 12 months.

Responsible Administrator Date