

Short Form Contract

For independent contracts and honorariums under \$10,000 such as trainers, speakers, guest lecturers/instructors, faculty development consultants; staff development consultants and etc.

IMPORTANT: Please read Sections I, II and III of this contract before signing. A blank requisition form must be attached.

SECTION I

A. Contractor's Information:

| | | |
|--|------------|-------------------------------------|
| Last Name | First Name | Federal ID# / SSN# |
| Address | City | State Zip Code |
| Company Name and Title (if applicable) | | Daytime Telephone |

B. Description of Services Performed: (Attach additional pages if additional space is needed.)

Project Description:

C. Term: The term of this contract shall commence on _____ and terminate on _____.

D. Payment: Payment shall not exceed _____ Dollars, \$ _____

This form is to be used as an invoice to prompt accounting in making payments. [] Independent Contractor Form(s) on file.
 FOAPA: Fund _____ Organization _____ Account _____ Program _____ Activity _____

IN WITNESS WHEREOF, the parties have executed this Contract on the date specified with their signatures below. The Contractor's signature verifies that the Contractor has read and acknowledged the "Contract" terms contained in Sections I, II and III.

"District"

"Contractor"

By: _____
 Dean, Administrative Services Signature

By: _____
 Contractor Signature

Recommended by: _____
 Authorized Department Representative Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____ Department Mailbox _____ Department Contact Telephone # _____

| | | | |
|---|---|---------------------------|-------------------|
| OFFICE USE ONLY – Verification of Performance | | <i>Vendor Code:</i> _____ | <i>PP#:</i> _____ |
| SINGLE PAYMENT PROCESSING | MULTIPLE PAYMENT PROCESSING | | |
| All work required by the Agreement has been completed and was performed to the satisfaction of the Program. | All work required by the Agreement has been completed and was performed to the satisfaction of the Program. | | |
| Amount Approved for Payment: | Amount: | Signed: | Date: |
| Approved by: | Amount: | Signed: | Date: |
| Date: | Amount: | Signed: | Date: |
| Program Coordinator Signature: | Amount: | Signed: | Date: |
| | Amount: | Signed: | Date: |
| <i>Shaded Area serves as invoice and authorization to make payment(s). Payment processing by direct payment using doc prefix PP#.</i> | | | |

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SECTION II

- A. This **CONTRACT** for the _____, is entered into by and between the San Francisco Community College District (“District”) and Contractor(s).
- B. **Contractor’s Services:** Contractor’s Services are described in Section I, which appears on the reverse side of this form and which is incorporated herein by reference as “Contract.
- C. **District’s Representative:** District agreement, approval, or notice required under this Contract, may be given only by the District Representative named in Section I.
- D. **Payment:** District shall pay Contractor for the services described in Section I, after verification of such services by the District Representative, the sum specified therein. The Verification of Performance in Section I is the invoice for this Contract. District is not responsible for expenses paid or incurred by Contractor unless otherwise agreed in advance in writing by the District Representative. Contractor must supply, at his/her sole expense, all equipment, materials, and/or supplies for services described herein. District’s obligation is limited to the payment described herein, and District is not obligated by any reason for additional payment or for any special, consequential, indirect or incidental payments or damages related to this contract.
- E. **Assignment:** Contractor shall not assign this Contract nor the payment under this Contract without the Written approval of the District Representative.
- F. **Termination:** District may terminate this Agreement without cause or liability at any time by giving Contractor 5 days written notice of such termination. In the event of termination, Contractor shall be paid for services already performed to the satisfaction of the District Representative, up to the date of notice of termination. Any payment is conditioned on Contractor providing to the District any and all materials required by the District related to the services rendered. Contractor shall immediately notify District if for any reason he/she cannot fulfill the terms of this Contract.
- G. **Notices:** All notices under this Contract are deemed given when personally delivered to the recipient or upon mailing such notices by certified mail, return receipt requested; for the Contractor, at the address shown in Section I; for the District Representative specified in the Contract.
- H. **Governing Law:** This Contract shall be construed in accordance with and governed by the laws of California. Venue for all litigation relative to the formation, interpretation, and performance of this Contract shall be in San Francisco, California.
- I. **No Authority to Bind District:** Contractor has no authority to enter into contracts/agreements on behalf of the District. This Contract does not create a partnership between the parties. Contractor is solely liable for and responsible to his/her own employees, agents, and/or vendors.
- J. **Indemnification:** Contractor shall defend, indemnify, and hold harmless the District, its officers, and employees from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor’s performance of this Contract, including but not limited to, the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on District, its officers, and/or employees except to the extent that such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its officers, and or/or its employees. Contractor specifically acknowledges and agrees that he/she has an independent obligation to defend the District, its officers and employees from any claim, which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

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SECTION III

(For Total Annual Payments of \$600 or more each tax year)

INDEPENDENT CONTRACTOR EVALUATION CRITERIA TEST

NOTE: This test is based on the 20 factors used by the IRS to determine whether a worker should be classified as an independent contractor or an employee. In theory, the District should only be concerned with the results of the work, not the way in which it is performed. If you answer “yes” to all of the first four questions, then you likely fit the classification of an independent contractor. However, if you answer “yes” to any of questions 5 – 20, then, your status may not be that of an independent contractor. This is a composite picture and not based on any single answer. As such, issues pertaining to “yes” responses (to questions 5-20) must be resolved with the hiring manager prior to commencing work.

Review the generally accepted answers and circle any exceptions.

Generally, an independent contractor would answer:

1. Will you make a profit or suffer a loss as result of the work, aside from the money earned from the project? (This should involve real economic risk – not just the risk of not getting paid.) **Yes**
2. Do you have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.) **Yes**
3. Do you work for more than one company at a time? (This tends to indicate independent contractor status, but isn’t conclusive since employees can also work for more than one employer.) **Yes**
4. Do you offer services to the general public? **Yes**
5. Does the District have the right to give you instructions about when, where, and how to work? (Answering “yes” does not necessarily mean employee status.) **No**
6. Will the District train you to do the job in a particular way? (Independent contractors are already trained.) **No**
7. Are your services so important to the District that they have become a necessary part of District business? (This may show that you as a worker are subject to the District control.) **No**
8. Must you provide the services personally, as opposed to delegating tasks to someone else? (Answering “yes” does not necessarily mean employee status.) **No**
9. Will the District hire, supervise, and pay your assistants? (Independent contractors hire and pay their own staff.) **No**
10. Is there an ongoing relationship between you and the District? (A relationship can be considered ongoing if services are performed frequently, but irregularly.) **No**
11. Does the District set your work hours? (Independent contractors are masters of their own time.) **No**
12. Must you spend all of your time on the District assignment for which you are being hired? (Independent contractors choose when and where they will work.) **No**
13. Must you perform the work on District premises, or do you have a choice of the location where the work must be performed? (Answering “yes” does not necessarily mean an employee status) **No**
14. Will the District have the right to determine the order in which services are performed? (Answering “yes” does not necessarily mean an employee status.) **No**
15. Do you have to give the District reports accounting for your actions? (This may show a lack of independence.) **No**
16. Are you paid by the hour, week or month? (Independent contractors are generally paid by the job or on commission, although industry practice, some are paid by the hour.) **No**
17. Will the District pay your business or travel costs? (This tends to show control.) **No**
18. Will the District furnish you with equipment, tools or materials to do the work? (Independent contractors generally supply the materials for the job, and use their own tools and equipment.) **No**
19. Can the District fire you? (An independent contractor can’t be fired without subjecting the District to the risk of a breach of contract lawsuit.) **No**
20. Can you quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.) **No**

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SECTION III

(For Contractor with Total Annual Payments of \$600 or more each tax year)

INDEPENDENT CONTRACTOR CERTIFICATION

Contractor/Consultant Name: _____

I have reviewed and understand the criteria on the backside of this page differentiating between an employee and a contractor/consultant. I certify that my work with the San Francisco Community College District ("District") meets the criteria of a contractor/consultant and that I am not currently an employee. I have circled any exceptions on the backside of this page.

Exception Comments:

Contractor/Consultant Signature

Date

Print or type Contractor/Consultant Name

Print or type title

RECOMMENDING/HIRING MANAGER CERTIFICATION

Department Name: _____

I have reviewed and understand the criteria on the backside of this page differentiating between an employee and a contractor/consultant. I certify that the work being performed by the above named individual meets the criteria of a contractor/consultant and that any exceptions are noted/circled.

Exception Comments:

Recommending Manager Signature

Date

Print or type Manager's Name

Print or type title

| |
|--|
| For Administrative Services Office Use- <i>Reviewed and approved as Independent Contractor</i> [] <i>IRS W-9 Form Verified as on file</i> [] <i>Further review required</i> [] Date: _____ Signed: _____ Title: _____ |
|--|