

# OREGON COAST COMMUNITY COLLEGE

## Personal Services Contract



THIS AGREEMENT is entered into this   1st   of **August, 2022**, by and between Oregon Coast Community College, a public corporation of the State of Oregon, hereinafter called the AGENCY, and \_\_\_\_\_, hereinafter called CONTRACTOR.

WHEREAS, AGENCY has need for the services of an individual with particular training, ability, knowledge, and experience possessed by the CONTRACTOR, now therefore, in consideration of the following terms:

• **\$30 per hour of Community Education instruction. CONTRACTOR shall invoice AGENCY at the completion of course.**

Payment will be made no later than thirty (30) days after receipt of invoice submitted by contractor. All invoices should be completed using form on College website, or sent to the Community Education office via email to **dave.price@oregoncoast.edu**.

CONTRACTOR agrees to perform the following personal services: **Community Education Instruction**. In performing the above services, it is understood and agreed that:

1. CONTRACTOR is not currently employed by AGENCY, and will not be under the direct control of AGENCY. The AGENCY is responsible for specifying the desired results of the contract, and the CONTRACTOR is free from direction and control by the AGENCY over the means and manner of providing these services. \_\_\_\_\_ (Contractor initials)

2. CONTRACTOR is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this contract payment. As an independent contractor, CONTRACTOR will not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance or participation in any of the AGENCY'S insurance or retirement programs. \_\_\_\_\_ (Contractor initials)

3. CONTRACTOR indemnifies AGENCY and takes full responsibility for all liability and loss in connection with the payment of all federal, state and local taxes, Social Security, Worker's Compensation and Unemployment Insurance coverage, etc. required under applicable state and federal laws with respect to CONTRACTOR or CONTRACTOR'S employees engaged in the performance of this contract. \_\_\_\_\_ (Contractor initials)

4. CONTRACTOR will not be eligible for Public Employees Retirement System benefits from this contract payment. \_\_\_\_\_ (Contractor initials)

5. AGENCY will report the total amount of all payment to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations. \_\_\_\_\_ (Contractor initials)

6. CONTRACTOR also agreed to defend, indemnify and hold AGENCY harmless from and against all claims and demands for loss or damage arising out of, or in any way connected with the CONTRACTOR including personal injury or loss sustained in connection with performance of this contract. CONTRACTOR further agrees to procure insurance, which in the judgment of the CONTRACTOR will insure against any liability or duty, which may arise under this paragraph. \_\_\_\_\_ (Contractor initials)

7. Special termination provisions: None.

8. If, either party commences any legal action, suit or proceeding against the other to enforce the terms of this contract, the parties agree that the prevailing party may be awarded reasonable attorney's fees and costs incurred in any such action, suit or proceeding and in any later appeals filed as a result of this contract. \_\_\_\_\_ (Contractor initials)

9. CONTRACTOR agrees to hold harmless and indemnify the AGENCY should CONTRACTOR status be deemed invalid. \_\_\_\_\_ (Contractor initials)

10. In accordance with the Oregon Revised Statutes, the CONTRACTOR will not be considered for employment by the college until contract terminates, and/or that the contract terminates upon the earlier of the stated termination date, or when the person files an employment application with the college. \_\_\_\_\_ (Contractor initials)

11. CONTRACTOR and AGENCY understand that ANY non-credit course may be canceled as late as 48 hours before the first session when paid enrollment is insufficient to cover the expenses of the course or for other reasons. \_\_\_\_\_ (Contractor initials)

12. CONTRACTOR will watch AGENCY's "FERPA" training video and will adhere to policy protecting student privacy. CONTRACTOR will not email students directly (AGENCY will contact students on request of CONTRACTOR) and CONTRACTOR will not schedule additional class sessions on campus or off-site without first contacting AGENCY for approval. \_\_\_\_\_ (Contractor initials)

I understand the Conditions of Assignment as listed above:

CONTRACTOR:

AGENCY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_

SSN #: \_\_\_\_\_

or

Fed ID #: \_\_\_\_\_