



**PERSONAL SERVICES CONTRACT for INDIVIDUAL EMPLOYED AS INDEPENDENT CONTRACTOR
AGREEMENT & COMPLIANCE STATEMENT**

Development and Foundation Office
1 Barnard Drive, m/s #7
Oceanside, California 92056
760-795-6777

FOUNDATION

Use of Foundation funds to pay individuals for their services requires the following completed and signed forms be submitted to the Development and Foundation Office:

- ✓ **Agreement & Compliance Statement** (2-page form) and **IRS W-9** – prior to work being performed
- ✓ **Invoice** from the independent contractor and a **Check Request** – after work is performed

Account Manager is responsible for defining the work the independent contractor is to do and providing information to properly classify them as independent contractors.

- ✗ *Do not use this form if the individual you want to hire is an MCC employee – instead, complete and submit a Personnel Requisition to the Development and Foundation office.*
- ✗ *Is the individual a relative or member of the household of a MiraCosta College employee or MCC Foundation Board member?_____ If yes, contact our office prior to work being completed to ensure compliance with Conflict of Interest policies.*

Account Manager Name		Name of Foundation Account	
Name of person being hired		Social Security or Federal Tax ID	
Business Name (if other than above)			
Address	City	State	Zip
<i>Payments to nonresidents of California are subject to 7% withholding tax.</i>			
Phone	E-mail		
Position and description of services to be performed			
Fee Amount		Performance Date(s)	
I agree to perform the service described above at the fee indicated. I understand that I am not an employee of the MiraCosta College Foundation or MiraCosta College, and that it is the intent of the parties to enter into a relationship of an independent contractor and principal.			
Signature of individual being hired			Date

Account Manager: Check the conditions that apply to this hiring to ensure compliance with California Education Code.	
<input type="checkbox"/>	The contract is for new Foundation functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
<input type="checkbox"/>	The services contracted are not available within the Foundation cannot be performed satisfactorily by employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the Foundation.
<input type="checkbox"/>	The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.



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	The policy, administrative, or legal goals and purposes of the Foundation cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective.
	The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
	The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the Foundation in the location where the services are to be performed.
	The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the Foundation's regular or ordinary hiring process would frustrate their very purpose.
Account Manager: Check the conditions that apply to this hiring to ensure compliance with the IRS 20 Common Law Factors that determine if a worker is an independent contractor or employee.	
	No Instructions: Contractor may be provided job specifications, but will not be required to follow or be furnished with instructions to accomplish the job.
	No Training: Contractor will not receive training and uses independent methods to accomplish the job.
	Services do not have to be rendered personally: Contractor is being hired to provide a result and will have the right to hire others to do the actual work.
	Work not essential to employer: Employer's success or continuation doesn't depend on the services of the contractor.
	Own work hours: Contractor will set his/her own work hours.
	Not a continuing relationship: If contractor is hired, it will be at irregular intervals, on call, or whenever work is available.
	Control of their own assistants: Contractor may hire, supervise and pay assistants independent of employer
	Time to pursue other work: Contractor may pursue other work and may work for other employers simultaneously.
	Determines job location: Contractor controls where work is performed and if employer location, will not be directed or supervised.
	Set order of work: Contractor determines order and sequence of job
	No interim reports: Contractor is being hired for the final result and will not be asked for progress or interim reports.
	Paid by the job: Contractor is paid by the job, not by time. Compensation is negotiated in advance of the job.
	Business expenses: Contractor is responsible for incidental, special, or travel business expenses.
	Tools and Equipment: Contractor furnishes their own tools.
	Can work for multiple firms: Contractor can work for more than one firm at a time.
	Has made a significant investment: Contractor can perform services without employer facilities, equipment, office furniture, copiers, computers, etc.
	Offers services to the general public: Contractor can prove that the services provided are made available (i.e. advertised) to the to the general public
	Profit or Loss: Contractor can make a profit or loss as a result of their services.
	Limited right to fire: Contractor can't be fired so long as they produce a result which meets contract specifications.
	No compensation for non-completion: Contractor is responsible for satisfactorily completed services; no compensation for non-completion.

Based on the criteria above, it is my determination that the desired service should be most properly obtained from a hired contractor and that the independent contractor proposed herein meets California Ed. Code and IRS standard definition of same.

Signature, Account Manager Date

Signature, Associate Vice President, Institutional Advancement Date

Complete pages 1 & 2 and submit to Foundation Office m/s 7. Thank you.