CONTRACT BETWEEN PVCCD & DENISE WHITTAKER

This contract is between Denise Whittaker and the Palo Verde Community College District in compliance with IRS contractual services check-off list as attached.

TERMS

Duration: July 1, 2013 – December 31, 2013

Compensation: PVCCD shall pay Denise Whittaker the equivalent of one month gross compensation ($17,050.00) to be distributed in six (6) equal payments commencing August 1, 2013 with the final payment made on January 1, 2014.

1. **Services to be Provided:**
   Services to be provided by Whittaker include, but are not limited to:
   - Providing transitional information and updates to the new CEO to provide for a smooth transition
   - Being available to the Board for consultation through the CEO
   - Assistance as needed with Board issues
   - Assistance as needed with Board development/training
   - COP background and stability plan
   - Budget Development / stability support
   - Accreditation
     - Review and edit of Report due mid-fall 2013
     - Review and edit of any other Financial Reports due in 2013
     - Review and edit of drafts associated with the Self-Study
     - Other as identified
   - Assistance with College Council
   - Assistance with AB1725 compliance and Academic Senate protocols
   - Being available to the CBO, Director of Human Resources, Vice President/s, chief negotiator, or anyone as identified by the CEO for consultation
   - Being available regarding legal issues

2. **Travel:** Should the College request that Whittaker provide on-site services, or represent the College, all travel expenses (including airfare, car rental, hotel, meals, and other misc. expenses) shall be reimbursed by the College with the submittal of receipts.

3. **Extra Projects:** Extra extensive projects as defined by the CEO or Board shall be paid at $100/hour and may include, but are not limited to:

- Generating a Shared Decision-Making / Collegial Consultation Handbook
- Drafting master documents for Accreditation or Strategic Planning which are then to be edited by the College
- Drafting updates/revisions to Board Policies and Procedures

Signed: _____ **Date:** _____
Denise Whittaker

Signed _____ **Date:** _____
Ermila Rodriguez, PVCCD Board President

IRS – CONTRACT EMPLOYMENT

The following are a list of 20 questions the IRS uses to determine if a worker is an independent contractor or employee. The answer of yes to any one of the questions (except #16) ***may*** mean the worker is an employee.

Yes	No	IRS Questions
	✓	Is the worker required to comply with instructions about when, where and how the work is done?
	✓	Is the worker provided training that would enable him/her to perform a job in a particular method or manner?
	✓	Are the services provided by the worker an integral part of the business' operations?
	✓	Must the services be rendered personally?
	✓	Does the business hire, supervise, or pay assistants to help the worker on the job?
	✓	Is there a continuing relationship between the worker and the person for whom the services are performed?
	✓	Does the recipient of the services set the work schedule?
	✓	Is the worker required to devote his/her full time to the person he/she performs services for?
	✓	Is the work performed at the place of business of the company or at specific places set by the company?
	✓	Does the recipient of the services direct the sequence in which the work must be done?
	✓	Are regular oral or written reports required to be submitted by the worker?
		Is the method of payment hourly, weekly, monthly (as opposed to commission or by the job?)
✓		Are business and/or traveling expenses reimbursed?
	✓	Does the company furnish tools and materials used by the worker?
	✓	Has the worker failed to invest in equipment or facilities used to provide the services?
	✓	Does the arrangement put the person in a position or realizing either a profit or loss on the work?
	✓	Does the worker perform services exclusively for the company rather than working for a number of companies at the same time?
	✓	Does the worker in fact make his/her services regularly available to the general public?
	✓	Is the worker subject to dismissal for reasons other than non-performance of the contract specifications?
✓		Can the worker terminate his/her relationship without incurring a liability for failure to complete the job?