

Foothill-De Anza Community College District

INDEPENDENT CONTRACTOR PRE-HIRE WORKSHEET

NAME OF INDEPENDENT CONTRACTOR: _____

“X” the box for a YES/NO response:

Yes No

- 1. **NO INSTRUCTIONS:** The contractor will not be required to follow, nor will he/she be furnished with instructions to accomplish his/her job. The hiring District may provide job specifications.

- 2. **NO TRAINING:** The contractor will not receive training by the District. He/she will use his/her own methods to accomplish his/her work.

- 3. **SERVICES DON'T HAVE TO BE RENDERED PERSONALLY:** The contractor is being hired to provide a result and will have the right to hire others to do the actual work.

- 4. **WORK IS NOT ESSENTIAL TO THE DISTRICT:** The District's success or continuation does not depend on the services of the outside contractor.

- 5. **OWN WORK HOURS:** The contractor will set his/her own work hours.

- 6. **NOT A CONTINUING RELATIONSHIP:** The contractor won't have a continuing relationship with the District if the relationship is frequent, it will be at irregular intervals, on call (not full-time), or whenever work is available.

WARNING: Part-time, seasonal, or short-duration relationships have nothing to do with independent contractor status.

- 7. **CONTROL THEIR OWN ASSISTANTS:** If assistants are hired, it will be at the contractor's sole discretion. The contractor will be responsible for hiring, supervising, and paying those assistants.

- 8. **TIME TO PURSUE OTHER WORK.** The contractor will have time to pursue other gainful work.

- 9. **DETERMINES JOB LOCATION:** The contractor will control where he/she works. If he/she works on the district's premises, the District will not direct or supervise him/her.

- 10. **SET ORDER OF WORK:** The contractor will determine the order and sequence that he/she will perform his/her work.

- 11. **NO INTERIM REPORTS:** Since the contractor is being hired for the final result he/she will not be asked for progress or interim reports.

12. **PAID BY THE JOB:** The contractor will be paid by the job, not by time. Payment by the job can include periodic payments based on a percentage of the completed job. Payment can be based on the number of hours needed to do the job times a fixed hourly rate. However, this will be set in advance of the job.

13. **WORK FOR MULTIPLE FIRMS:** The contractor will work for more than one firm at a time.

Yes No

14. **PAY BUSINESS EXPENSES:** The contractor will be responsible for his/her incidental expenses.

15. **HAVE OWN TOOLS:** The contractor will furnish his/her own tools. If the District leases equipment to the contractor, the terms will be equivalent to what an independent business person could have obtained in the open market.

16. **HAVE MADE A SIGNIFICANT INVESTMENT:** The contractor can perform his/her services without the District's facilities (equipment, office furniture, machinery, etc.). The contractor's investment in his/her trade is real, essential, and adequate.

17. **OFFER SERVICES TO THE GENERAL PUBLIC:** The contractor makes his/her services available to the general public by (check one or more):

- Having an office and assistants
- Having business signs
- Having a business license
- Listing his/her services in a business directory
- Advertising his/her services

18. **POSSIBLE ENTREPRENEURIAL PROFIT OR LOSS:** The contractor can make a profit or a loss (check one or more):

- The contractor hires, directs, and pays assistants
- He/she has own office, equipment, materials, or facilities
- The contractor has continuing and recurring liabilities
- The contractor has agreed to perform specific jobs for prices agreed upon in advance
- The contractor's services affect his/her own business reputation

19. **LIMITED RIGHT TO FIRE:** The contractor cannot be fired so long as he/she produces a result which meets the contract specifications.

20. **NO COMPENSATION FOR NON-COMPLETION:** The contractor is responsible for the satisfactory completion of the job and is legally obligated to compensate the District for failure to complete.

If after addressing the above 20 Common Law Factors established by the Internal Revenue Service, you have determined the person you intend to engage can legally be an independent contractor, please complete the Foothill-DeAnza Community College District Independent Contractor Agreement. Attach this pre-hire worksheet to the Agreement. If you believe the person you wish to engage should be an employee of this District, regular personnel payroll procedures must be followed.

Requisitioner

Date

College/District Administrator

Date
