

**SANTA MONCA COMMUNITY COLLEGE DISTRICT**

**INDEPENDENT CONTRACTOR PRE-HIRE WORKSHEET**

**Check the box for a YES/NO response:**

<b>Yes</b>	<b>No</b>	<b>Description</b>
		<b>NO INSTRUCTIONS:</b> The contractor will not be required to follow, nor will she/he be furnished with instructions to accomplish his/her job. The District may provide job specifications
		<b>NO TRAINING:</b> The contractor will not receive training by the District. She/He will use his/her own methods to accomplish his/her work.
		<b>SERVICES DON'T HAVE TO BE RENDERED PERSONALLY:</b> The contractor is being hired to provide a result and will have the right to hire others to do the actual work.
		<b>WORK IS NOT ESSENTIAL TO THE DISTRICT:</b> The District's success or continuation does not depend on the services of the outside contractor.
		<b>OWN WORK HOURS:</b> The contractor will set his/her own work hours.
		<b>NOT A CONTINUING RELATIONSHIP:</b> 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.
		<b>CONTROL THEIR OWN ASSISTANTS:</b> 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.
		<b>TIME TO PURSUE OTHER WORK:</b> The contractor will have time to pursue other gainful work
		<b>DETERMINES JOB LOCATION:</b> The contractor will determine the order and sequence that she/he will perform his/her work.
		<b>SET ORDER OF WORK:</b> The contractor will determine the order and sequence that she/he will perform his/her work
		<b>NO INTERIM REPORTS:</b> Since the contractor is being hired for the final result she/he will not be asked
		<b>PAID BY THE JOB:</b> The contractor will be paid by the job, not by time. Payments 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.
		<b>WORK FOR MULTIPLE FIRMS:</b> The contractor will work for more than one firm at a time.
		<b>PAY BUSINESS EXPENSES:</b> The contractor will be responsible for his/her incidental expenses
		<b>HAVE OWN TOOLS:</b> 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.
		<b>HAVE MADE A SIGNIFICANT INVESTMENT:</b> 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.

	<p><b>OFFER SERVICES TO THE GENERAL PUBLIC:</b> The contractor makes his/her services available to the general public by (check one or more):</p> <p><input type="checkbox"/> Having an office and assistants</p> <p><input type="checkbox"/> Having business signs</p> <p><input type="checkbox"/> Having a business license</p> <p><input type="checkbox"/> Listing his/her services in a business directory</p> <p><input type="checkbox"/> Advertising his/her services</p> <p><b>POSSIBLE ENTREPRENEURIAL PROFIT OR LOSS:</b> The contractor can make a profit or a loss (check one or more):</p> <p><input type="checkbox"/> The contractor hires, directs, and pays assistants</p> <p><input type="checkbox"/> S/He has own office, equipment, materials, or facilities</p> <p><input type="checkbox"/> The contractor has agreed to perform specific jobs for prices agreed upon in advance</p> <p><input type="checkbox"/> The contractor's services affect his/her own business reputation.</p>
	<p><b>LIMITED RIGHT TO FIRE:</b> The contractor cannot be fired so long as s/he produces a result which meets the contract specifications</p>
	<p><b>NO COMPENSATION FOR NON-COMPLETION:</b> The contractor is responsible for the satisfactory completion of the job and is legally obligated to compensate the District for failure to complete.</p>
<p><b>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, attach this pre-hire worksheet to your requisition.</b></p> <p><b>Requestor:</b> _____ <b>Date:</b> _____</p>	