

INDEPENDENT CONTRACTOR CHECKLIST

NAME OF INDEPENDENT CONTRACTOR: _____

Mark the box Y (YES) or (N) NO response:

Y or N

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 District may provide job specifications.

 2. **NO TRAINING:** The Contractor will not receive training by the District. He/she will use his/her specifications.

 3. **SERVICES DON'T HAVE TO BE RENDERED PERSONALLY:** The Contractor will 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.
- _____
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 assistant
 - 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 TERMINATE:** The contract cannot be terminated so long as the Contractor 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, then please complete the Napa Valley Community College District Independent Contractor Agreement (ICA) and attach this checklist to the agreement.

District Requestor

Date

District Administrator

Date

Revised 9/2020