

Screening to Determine Potential Status as Employee or Independent Contractor

Clackamas Community College Employee Who Completed Screening: _____

A 'yes' answer to most of the following questions suggests an EMPLOYEE

	Yes	No
1. The individual is supervised and paid for time worked	<input type="checkbox"/>	<input type="checkbox"/>
2. The college trains and instructs the individual	<input type="checkbox"/>	<input type="checkbox"/>
3. The individual uses the college's workspace, equipment and supplies	<input type="checkbox"/>	<input type="checkbox"/>
4. There is little economic risk to the individual	<input type="checkbox"/>	<input type="checkbox"/>
5. Services are offered primarily or exclusively to the college	<input type="checkbox"/>	<input type="checkbox"/>
6. The college pays the individual for travel and expenses	<input type="checkbox"/>	<input type="checkbox"/>
7. The college determines workers to hire/assist with the work	<input type="checkbox"/>	<input type="checkbox"/>
8. The relationship is expected to be long-term and/or fairly continuous	<input type="checkbox"/>	<input type="checkbox"/>
9. The college determines when to work and the order/sequence of the work	<input type="checkbox"/>	<input type="checkbox"/>
10. The individual does not warrant his/her work and does not maintain liability insurance	<input type="checkbox"/>	<input type="checkbox"/>
11. The individual does not maintain necessary licenses or training	<input type="checkbox"/>	<input type="checkbox"/>
12. The individual has not contracted services to two or more different persons or entities in the last twelve months	<input type="checkbox"/>	<input type="checkbox"/>
13. The individual does not routinely engage in business advertising, solicitation, or marketing efforts reasonably calculated to obtain new contracts to provide similar services	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the questions is yes, please explain:

A 'yes' answer to most of the following questions suggests an INDEPENDENT CONTRACTOR

	Yes	No
1. The individual is paid for the end product	<input type="checkbox"/>	<input type="checkbox"/>
2. The individual needs no instruction or training	<input type="checkbox"/>	<input type="checkbox"/>
3. The individual furnishes his/her own workspace, equipment and supplies	<input type="checkbox"/>	<input type="checkbox"/>
4. There is opportunity for profit or loss for the individual	<input type="checkbox"/>	<input type="checkbox"/>
5. The individual offers services to relevant markets and receives substantial remuneration from others for performing similar services	<input type="checkbox"/>	<input type="checkbox"/>
6. Travel and expenses are included in the price of the contract	<input type="checkbox"/>	<input type="checkbox"/>
7. The individual may subcontract or employ others to assist with services/tasks	<input type="checkbox"/>	<input type="checkbox"/>
8. The relationship is intermittent and/or one-time agreements	<input type="checkbox"/>	<input type="checkbox"/>
9. The individual determines how work is achieved and meets only a completion deadline	<input type="checkbox"/>	<input type="checkbox"/>
10. The individual maintains a separate business location, such as a commercial office or home office	<input type="checkbox"/>	<input type="checkbox"/>
11. The individual maintains necessary licenses or training	<input type="checkbox"/>	<input type="checkbox"/>
12. The individual has contracted services to two or more different persons or entities in the last twelve months	<input type="checkbox"/>	<input type="checkbox"/>
13. The individual routinely engages in business advertising, solicitation, or marketing efforts reasonably calculated to obtain new contracts to provide similar services	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the questions is no, please explain:

Determination of Worker Status (Check One): **Employee** **Independent Contractor** (Please fill out attached agreement)

Clackamas Community College Employee (Initials): _____ **Worker (Initials):** _____

Independent Contractor's Agreement and Declaration of Independent Contractor Status

Clackamas Community College, hereinafter called the "COLLEGE", and _____, hereinafter called the "CONTRACTOR" agree to the following terms and conditions whereas the COLLEGE has need for the professional services of an individual with the particular training, ability, knowledge and experience possessed by the CONTRACTOR for the following professional services:

Terms of Services and Payment:

- Services to begin (date): _____ and be completed (date): _____
- Total sum of payments not to exceed \$ _____. Contractor must send an invoice to the College Attn: Accounts Payable, for each installment payment.

In performing the above services, it is understood and agreed that:

1. The CONTRACTOR is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment. Furthermore, the CONTRACTOR is free to perform services for others when the CONTRACTOR is not providing services under this agreement, and under the terms of this agreement must actively market his/her services to others.
2. The Contractor is engaged in an independently established business, as defined in ORS 670.600(3), at the time he/she enters into this agreement, and he/she will represent to the public that he/she is operating as an independent business.
3. The CONTRACTOR will not be eligible for any Federal Social Security, Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
4. The CONTRACTOR is not currently employed by the COLLEGE and has not been employed by the COLLEGE in the last 12 months. Furthermore, the CONTRACTOR waives any and all claims to benefits otherwise provided to employees including, but not limited to: medical, dental or other health insurances, retirement benefits, unemployment benefits, liability insurance or workers' compensation insurance.
5. The COLLEGE will report the total amount of all payments to the CONTRACTOR in accordance with Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

It is understood that the CONTRACTOR will perform all work covered by the contract with no assistance from other persons.

The CONTRACTOR agrees to indemnify and hold harmless the COLLEGE for any damages, expenses, costs and disbursements and attorney fees incurred by the COLLEGE as a result of the CONTRACTOR's actions and/or failure to adhere to the terms of the agreement and declaration. CONTRACTOR also agrees to indemnify COLLEGE from any and all claims in respect to COLLEGE's failure to withhold and/or remit any taxes or employment insurance premiums.

The parties to this agreement understand that a person who files a declaration of status as an independent contractor is not eligible to receive worker's compensation benefits under ORS Chapter 656 in the event of injury or disease unless said person has obtained coverage for such benefits pursuant to ORS 656.128.

Contractor Information		
Signature:	Phone:	FIN/SSN:
Street:	City/State/Zip:	

Authorizing Signatures	
Originator:	Alissa Mahar, Vice President

Account Number: _____ - _____ - _____ - _____ - **64390**
 Fund Program Location Department Account (always 64390 for contracted service)

To be signed prior to commencement of contracted services. To be mailed or filed with the college within 15 days after commencement of work.

A completed W-9 must be on file with the College.