

SCHOOLCRAFT COLLEGE
18600 Haggerty Road, Livonia, Michigan 48152-2696

REQUESTING A CONSULTANT'S SERVICES

Consultant's services may be obtained by contracting with individuals or a consulting firm. When contracting with an individual, a checklist (Form 5152.1a), W-9 Request for Taxpayer Identification Number and Certification Form, and an agreement (Form 5152.1b) must be completed to determine if the arrangement is in compliance with Internal Revenue Services (IRS) regulations.

1. Any administrator or supervisor may initiate a request for consultant services when it is determined that the services are in the best interest of the College.
2. Depending on its point of origin, the request will be processed through regular administrative channels to the appropriate executive administrator.
3. Once approval has been obtained, the individual who initiated the need for consultant services will confirm arrangements with the consultant or firm, schedule facility use, and follow through on the plan.
4. The individual recommending the use of consultant services will initiate all of the necessary paperwork required for the payment of the consultant, with final payment approval after all services have been rendered on a satisfactory basis using normal payment process.

Revised—Administrative Committee
September 12, 1978
Renumbered—October 27, 1982
Revised—Cabinet
July 29, 1996
June 21, 2005
Reviewed—VP and CFO
August 1, 2019

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CONSULTANT / EMPLOYEE STATUS DETERMINATION CHECKLIST

Worker Name _____ Date _____

Federal ID _____

Description of Task _____

Please answer the following questions accurately to determine whether your potential worker is a consultant or employee. Answer all questions! A NO answer to questions 2-9 leads to the classification of the worker as an employee. A YES answer to questions 10-12 leads to the classification of the worker as an employee.

If ANY answer to questions 2-9 is no, or ANY answer to questions 10-12 is yes, attach this form to the Hiring Authorization form and send to Human Resources; otherwise send the completed checklist to the Assistant Controller and Director of Accounting Services.

YES NO

- | | | |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. (Information only) Does the worker have a business ID (38---) or is an independent operator as filed with the State or Federal Government? (doing business as....)? |
| | | 2. Does the worker have the right to control: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. How the work will be done (methods, manner, performance)? |
| <input type="checkbox"/> | <input type="checkbox"/> | b. The progress of the work (other than the acceptance of the job)? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Does the worker rendering the service have a substantial investment in their own tools/equipment/office space? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Does the worker rendering service have a substantial cost (e.g., by employing and paying their own workers)? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Does the worker performing the service have an opportunity to generate a profit, or experience a loss, depending on their management skill? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Does the service rendered require a special skill for which no additional training is provided by the institution? |

- 7. Are workers responsible financially for their own business or travel expenses?
- 8. Are the worker's services/trade available to the general public? Percentage of time spent on non-Schoolcraft clients (must exceed 45%).
- 9. Is the worker paid "by the job" – vs. weekly, biweekly or monthly?
- 10. Is the worker currently employed by Schoolcraft College?
- 11. Can Schoolcraft discharge the worker at any time without incurring contract liability?
- 12. Can the worker terminate service at any time without incurring contract liability?

I certify that to the best of my knowledge the above answers are accurate.

Completed by _____ Date _____

Reviewed by _____ Date _____

Approved by* _____ Date _____

* Approval by the Assistant Controller and Director of Accounting Services is required ONLY if the answers to the above questions result in a determination of Independent Contractor status. Determination of employee status does not require additional approval on this form.

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Independent Contractor

In the performance of the Instructional Services to be rendered pursuant to this Agreement, it is mutually understood and agreed that (Contractor) shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties.

The parties agree that individuals (if any and if permitted pursuant to Letter(s) of Intent) providing services on behalf of the Contractor are not employees of Schoolcraft College and accordingly are not eligible for any compensation, fringe benefits, pension, workers' compensation, sickness or health insurance benefits or other similar benefits accorded employees of Schoolcraft College. Individuals providing services on behalf of Contractor shall look solely to Contractor for the above.

The parties agree that Schoolcraft College will not participate in the hiring, firing, supervision, or discipline of individuals provided by Contractor. Individuals provided by Contractor shall not be required to comply with the policies of Schoolcraft College adopted for Schoolcraft College employees, as set forth in personnel policies and procedures and employee handbooks. The parties agree that Schoolcraft College will not withhold any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body. Individuals provided by Contractor shall look solely to Contractor for the above. Contractor shall indemnify and hold Schoolcraft College harmless from any and all loss or liability, including legal costs and attorneys' fees incurred by Schoolcraft College, arising with respect to any such payment, withholdings, and benefits, if any.

Nothing in this Agreement is intended to allow Schoolcraft College to exercise control or direction over the manner or method by which Contractor performs the Instructional Services which are the subject matter of this Agreement. Schoolcraft College is not required to provide any instruction or training to Contractor. Contractor reserves the right to designate the hours, duties and work assignments, sequence of performance, and work locations of individuals provided by Contractor who are performing Instructional Services pursuant to this Agreement, provided that the services must be provided in accordance with this Agreement and with the terms as set forth in Letter(s) of Intent. Contractor shall, however, be strictly accountable to Schoolcraft College to ensure that Contractor's work and functions shall at all times be performed in accordance with currently approved and generally accepted professional standards. In this regard, the sole interest of Schoolcraft College is to assure that all Instructional Services shall be performed in a competent, efficient, and satisfactory manner and in accordance with all standards and applicable policies and protocols.

Schoolcraft College

"Contractor"

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____