

Section 2: QUESTIONS TO DETERMINE STATUS

A. Current relationship with University

Answer section A questions 1 through 4 and complete only ONE sub-section B, C, D, or E, depending on the services to be performed by the individual. Please note these are factors in considering whether to hire an individual as an employee. Consult with Human Resources for further guidance.

1. Will the work you are performing relate to the work you do for the University?	Yes		No	
2. Does the University desire to hire you as an employee immediately following the termination of your services as an independent contractor?	Yes		No	
3. In the prior 12 months were you on the University's payroll in either a regular or temporary appointment, and are the services you will now provide similar to those services provided while on payroll?	Yes		No	
4. Are you a student worker of the University?	Yes		No	

B. Lecturer/Instructor/Guest Speaker

5. Are you a 'guest lecturer,' i.e., an individual who lectures at only one or two class sessions?	Yes		No	
6. Are you the primary instructor in a department course being offered for academic credit toward a University Degree?	Yes		No	
7. Are you responsible for the content of the lecture/ presentation?	Yes		No	
8. Are you a Guest Speaker for an engagement/workshop?	Yes		No	

C. Artistic Performer

9. Are you an 'artistic performer,' e.g. an individual who performs or teaches music at only one or two class sessions?	Yes		No	
10. Are you the primary instructor in a department course being offered for academic credit toward a University Degree?	Yes		No	
11. Are you responsible for the content of the performance or instructional session?	Yes		No	

D. Researcher

12. Will you perform work using University facilities (as opposed to facilities available to you outside of the University)?	Yes		No	
13. Will you perform research for a University faculty member under an arrangement whereby the University faculty member serves in a supervisory capacity (i.e., you will be working under the direction of the University faculty member)?	Yes		No	
14. Will you serve in an advisory or consulting capacity with a University faculty member or direction in a "Collaboration-between-equally" type arrangement?	Yes		No	

E. Individuals NOT covered under subsections B, C, or D.

15. Do you routinely provide the same or similar services outside of the University to the general public as part of a continuing trade or business?	Yes		No	
16. Other than the initial discussion with the department, will the department provide you with specific instructions regarding performance of the required work rather than rely on your expertise?	Yes		No	
17. Will the department provide you with significant equipment or supplies and/or hire assistants for you?	Yes		No	
18. Will the University set the number of hours and/or days of the week that you are required to work, as opposed to allowing you to set own work schedule?	Yes		No	

F. Other Information

19. **Required:** Please provide any other information that may be relevant to the determination of your status as an independent contractor including your business card, website address, client lists, etc.

Section 3: CERTIFICATION BY SERVICE PROVIDER

I certify that I am entitled to claim independent contractor status and that I (a) offer my services to multiple clients; (b) have complied with all business licensing requirements; (c) pay my own federal, state, city, self-employment, and other taxes; (d) am not eligible for workers' compensation, unemployment compensation, or other employee benefits; and (e) maintain my own books and records. I understand that the University will issue a Form 1099-MISC to independent contractors who receive more than \$600 in remuneration during a calendar year. I Understand that I may be held responsible for any penalties assessed against the University as a result of incorrect information in this form.

Signature

Date

Telephone Number (Business and Mobile)

Email Address

Section 4: SERVICE REQUESTOR ACKNOWLEDGEMENT

The foregoing statements are true and correct to the best of my knowledge; and (b) if the IRS subsequently determines that employee status should have applied, all taxes, penalties and interest assessed to the University with respect to this contract will be charged to my school/department.

Signature

Date

Name (Printed)

Title

Telephone Number (Business and Mobile)

Email Address