

Independent Contractor Request (ICR) Form

(With the exception of the Independent Contractor's signature block, this form to be completed by department)

DEFINITION

As defined for federal tax purposes, an Independent Contractor is an individual having no employment relationship to The College of New Jersey, either by statutory, common-law, or regulatory tests. Therefore, The College of New Jersey has no FICA or income tax withholding obligations for the Independent Contractor. An Independent Contractor is generally referred to as a "non-employee." An Independent Contractor possesses specialized knowledge and skills, provides a specific product or service and functions autonomously in determining when and how the work shall be accomplished. The College of New Jersey utilizes Independent Contractors for services, skills or capabilities, which are not available from within The College. The College, in effect, is purchasing expertise, which we do not have.

The Independent Contractor Request (ICR) form shall be used to verify the relationship between the worker and College is that of Independent Contractor. If it is determined the worker is an employee, then they must be paid on The College's payroll.

Using the **Independent Contractor/Employee Checklist** below, it shall be the originating, end-user department's responsibility, subject to HR review, to determine if the service provider is an employee or an independent contractor.

PART A

Basic Information

New Independent Contractor? Check the box if yes

Independent Contractor: _____ SSN /Tax ID: _____

Address: _____ City _____, State _____ Zip: _____

Home Telephone: _____ Work Telephone: _____

License and expiration date, if applicable: _____

1)

U.S. Citizen/Permanent Resident Alien

Nonresident Alien exempt from tax withholding due to tax treaty with the country of, (Part 1 of IRS form 8233 shall be completed and attached. Payment shall not be made until ten (10) days after form has been certified by The College and filed with the IRS).

Foreign Corporation/Partnership exempt from tax withholding because income is effectively connected with the conduct of a trade or business in the U.S. (Completion of the IRS form 4224 shall be completed and attached).

2) Has this independent contractor ever been employed (on paid status) by The College? Yes No

If 'Yes', explain (include employment dates) _____

3) Describe services to be provided by the independent contractor that are independent of the department's regular, ongoing operations, and the nature of unique qualifications. Attach any pertinent/relevant information: (if necessary, attach additional sheets).

4) Dates of service: _____ to _____ Location: _____

5) Fee for service: \$ _____

Terms of payment: Fixed lump sum Per hour/day Per unit of service

If other than fixed lump sum, explain: _____

6) Expenses that shall be reimbursed, if applicable: _____

Reimbursements for airfare shall be for standard airline coach travel only. Reimbursement for auto travel and per diem shall be made at the rate permitted for TCNJ employees.

PART B**Independent Contractor Determinants**

The Internal Revenue Service has provided a list of twenty (20) common law factors to assist in determining if the service provider is an employee or an Independent Contractor. Please see **Appendix "A"** on pages 5 and 6 for additional information.

Independent Contractor/Employee Checklist

For each of the 20 categories, check the response in either Column A or Column B that better describes the individual's work relationship with the institution. Guidelines for interpreting your results are at the end of the checklist.

CATEGORY		<input checked="" type="checkbox"/>	COLUMN A	<input checked="" type="checkbox"/>	COLUMN B
1	INSTRUCTIONS	<input type="checkbox"/>	The individual would be expected to comply with instructions from a supervisor or manager at TCNJ about when, where, and how the work is to be performed.	<input type="checkbox"/>	It would be completely up to the individual to decide when, where, and how to perform the work or accomplish the required outcome.
2	TRAINING	<input type="checkbox"/>	The individual would receive training from more experienced workers, or by attending meetings, or by other methods because TCNJ has expectations that the work would need to be performed in a particular method or manner.	<input type="checkbox"/>	The individual would receive no training in skills or methods from TCNJ, and would be expected to be able to fully perform the requirements of the work without such training.
3	INTEGRATION	<input type="checkbox"/>	The individual's services are part of, or integrated into, the regular, ongoing business operations or activities of the department.	<input type="checkbox"/>	The individual's services are largely independent of the regular, ongoing business operations or activities of the department, and are services that would not generally be performed by a departmental employee.
4	SERVICE RENDERED PERSONALLY	<input type="checkbox"/>	The individual would be expected to perform the work or services personally, in order to provide the outcomes or final deliverables as agreed upon.	<input type="checkbox"/>	The individual could "sub-contract" some or all of the work or services out to others; it doesn't matter so much who does the work, as long as the outcomes or final deliverables are as agreed upon.
5	ASSISTANTS	<input type="checkbox"/>	The individual would be expected to perform the work or services themselves rather than hiring and paying assistants to whom they would delegate work.	<input type="checkbox"/>	At their own expense or as part of the agreed-upon total cost, the individual could hire, supervise, and pay assistants to whom the individual could decide to delegate work.
6	CONTINUING RELATIONSHIP	<input type="checkbox"/>	The individual might well have a continuing working relationship with the organization.	<input type="checkbox"/>	The individual's working relationship with the organization would be time-limited in nature, just until completion of a defined project or deliverable.
7	HOURS OF WORK	<input type="checkbox"/>	Someone at TCNJ would generally determine the hours of work or basic work schedule of the individual.	<input type="checkbox"/>	The individual may schedule their work activities and work schedule completely at their own discretion, without approval or oversight by someone at TCNJ.
8	FULL-TIME RELATIONSHIP	<input type="checkbox"/>	The individual would generally be expected to work full time for TCNJ during the period of the relationship.	<input type="checkbox"/>	The individual is free to work whenever he or she chooses, and may well not commit full time to TCNJ during the period of the relationship.
9	EMPLOYER'S PREMISES	<input type="checkbox"/>	The individual would generally be expected to perform their work or services on TCNJ's premises.	<input type="checkbox"/>	The individual could work from their own location or another site of their own choosing rather than working on TCNJ's premises.

10	ORDER OR SEQUENCE OF WORK	<input type="checkbox"/>	Someone at TCNJ would generally determine and set the order or sequence of work to be performed by the individual, or retain the right to do so.	<input type="checkbox"/>	The individual is completely free to determine for themselves the order or sequence of work that will lead to the completion of the agreed-upon service, project, or deliverable.
11	REGULAR REPORTS	<input type="checkbox"/>	The individual would be required to submit regular verbal or written reports documenting their activities or progress.	<input type="checkbox"/>	The individual would not be required to submit regular verbal or written reports documenting their activities or progress, as long as the final deliverable is provided as agreed upon.
12	PAYMENT METHOD	<input type="checkbox"/>	The individual will be paid by the hour, week, or month for the work that they performed during that period.	<input type="checkbox"/>	The individual will be paid an agreed upon fee at completion of the deliverable or conclusion of the service or project, or will be paid on a straight commission basis.
13	EXPENSES	<input type="checkbox"/>	The institution will pay for general business or travel expenses incurred by the individual in the course of performing the work.	<input type="checkbox"/>	The individual will be fully responsible for any business or travel expenses incurred in the course of performing the work, except expenses negotiated as part of an initial agreement.
14	TOOLS & MATERIALS	<input type="checkbox"/>	The institution will provide the basic tools and materials to be used by the individual in the course of performing the work, including computers or other technical equipment.	<input type="checkbox"/>	The individual will be fully responsible for their own tools and materials to be used in the course of performing the work, including computers or other technical equipment.
15	FACILITIES INVESTMENT	<input type="checkbox"/>	The facilities used by the individual in order to perform the work will generally be those of the institution.	<input type="checkbox"/>	The facilities used by the individual in order to perform the work will generally be those in which the individual has their own investment.
16	PROFIT & LOSS	<input type="checkbox"/>	The individual would not generally be expected to experience a profit, or risk of economic loss if the project, service or deliverable came in significantly over or under budget.	<input type="checkbox"/>	The individual could experience a profit, or risk economic loss, if the project, service, or deliverable came in significantly over or under budget
17	MULTIPLE CLIENTS	<input type="checkbox"/>	The individual would not generally be performing the same or similar services for other businesses or business clients at the same time.	<input type="checkbox"/>	The individual could perform the same or similar scope of services for a number of businesses or business clients at the same time.
18	SERVICES TO GENERAL PUBLIC	<input type="checkbox"/>	The individual does not generally offer or market these services to the general public on a regular and consistent basis.	<input type="checkbox"/>	The individual offers or markets these services to the general public on a regular and consistent basis.
19	DISCHARGE	<input type="checkbox"/>	The institution reserves the right to discharge the individual if it deems appropriate.	<input type="checkbox"/>	The institution would not have the right to discharge the individual if the individual is meeting the specified agreed-upon outcomes.
20	QUITTING	<input type="checkbox"/>	The individual could resign or quit without incurring financial liability.	<input type="checkbox"/>	The individual could not resign or quit and would incur financial liability if they did not hold to the terms of the agreement.
	TOTALS		<input checked="" type="checkbox"/> IN COLUMN A		<input checked="" type="checkbox"/> IN COLUMN B

HOW TO INTERPRET YOUR RESULTS (subject to HR review, see below)

Questions 1, 2, 3, 19, & 20 are significant questions. If you checked **any** of them in **Column A**, it is a strong indication the worker is an **employee**, and you have a high probability of risk if you classify the worker as an independent contractor.

If **all** – or virtually all (including 1, 2, 3, 19, & 20) – of the responses you checked are in **Column B**, you can probably safely treat this individual as an **independent contractor** and pay them through Business Services/Purchasing rather than through HR/Payroll.

If **most** of the responses you checked are in **Column A**, you should put this individual on the bi-weekly payroll through HR/Payroll as a supplemental **employee**.

If you checked **more than a couple** of responses in **Column A**, you should probably play it safe, rather than be sorry (from an IRS tax liability & penalty perspective), and pay the individual as an **employee** through HR/Payroll. Even though these "20 Questions" are based on the IRS's own guidelines, they are not a definitive test. As a result, if the IRS should conduct an audit and rule you have misclassified an employee as an independent contractor, your department could be held responsible for big IRS fines and penalties.

PART C

Signatures

The College of New Jersey requires disclosure of any substantial interest by an employee in any contract, sale, purchase, or service by or to The College, as well as disclosure of any substantial interest in any decision of The College. If such an interest exists, the employee shall refrain from participating in the decision, contract, sale or purchase in any manner.

As principle investigator I hereby certify that these services are essential, cannot be performed by an employee of The College of New Jersey, and cannot be provided by persons receiving salary on the grant.

Dept Head/Project Director (print name) Signature Date

Department/Project Name Room # Phone #

Cabinet Member/Dean/Center Director (print name) Signature Date

Acad Grants & Spon Resch (print) Signature Date (If funded by grant funds)

I hereby certify to The College of New Jersey that, to the best of my knowledge, the information I have provided is true, complete and correct.
Applicant Substitute W-9 Certification, under penalties of perjury, I certify that:
a. THE NUMBER SHOWN ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.¹
b. I AM NOT SUBJECT TO BACKUP WITHHOLDING.²
c. I AM A U.S. PERSON.

Independent contractor (print name) Signature Date

¹ Taxpayer Identification Number is your social security number.
² You are not subject to backup withholding on payments you receive if you give the requester your correct Taxpayer Identification Number (i.e., SS#). (Form W-9. Rev. 1-2003)

Forward completed form to:
The Office of Human Resources, 101 Administrative Services Building

For Official Use Only

Request approved as an Independent Contractor

Request does not meet the standard for payment as independent contractor. Department notified to contact Human Resources for the purpose of hiring service provider as an employee.

Evaluator: (print name) Signature Date:

Appendix "A"

EMPLOYEE VS. INDEPENDENT CONTRACTOR: The factors are intended as guidelines not strict rules. Not all factors may be needed to make a decision. For example, in a given situation, certain factors may be more important than others in determining the relationship, while other factors may not apply. If the proper relationship is unclear after analyzing these factors, an employer-employee relationship shall be established. The twenty (20) common law factors are as follows:

1) INSTRUCTIONS: EMPLOYEE RELATIONSHIP: Required to comply with instructions on when, how and where to work. Employer's **right to instruct**, not the exercise of that right, is the key. Instructions may be oral or in written procedures or manuals.

INDEPENDENT CONTRACTOR RELATIONSHIP: Hired to provide goods and/or services and is not instructed in great detail on how to provide the goods and/or services. The important factor is the job's end result, not how it is accomplished.

RULE 2 TRAINING: EMPLOYEE RELATIONSHIP: New employee is trained by an experienced employee. Employer wants job done in a certain way.

INDEPENDENT CONTRACTOR RELATIONSHIP: Uses own methods, hired for expertise, receives no training from institution.

RULE 3 INTEGRATION: EMPLOYEE RELATIONSHIP: Employees duties are integrated into the normal business operations.

INDEPENDENT CONTRACTOR RELATIONSHIP: Services can usually stand alone; are not integrated into business operations.

RULE 4 PERSONAL SERVICE: EMPLOYEE RELATIONSHIP: Hired to render services personally. Employer concerned both with methods and results of service.

INDEPENDENT CONTRACTOR RELATIONSHIP: Hired to provide a service. Employer often doesn't care who does the job.

RULE 5 HIRING ASSISTANTS: EMPLOYEE RELATIONSHIP: Employee doesn't hire assistants. Employer hires and controls with whom the assistants work.

INDEPENDENT CONTRACTOR RELATIONSHIP: Hires, supervises, and pays assistants under contract to attain a given goal.

RULE 6 CONTINUING RELATIONSHIP: EMPLOYEE RELATIONSHIP: Has a continuing relationship with employer, even if performed at irregular intervals, on a part-time basis, seasonally, or over a short term.

INDEPENDENT CONTRACTOR RELATIONSHIP: Has a defined relationship that ends when the services are completed.

RULE 7 SET HOURS: EMPLOYEE RELATIONSHIP: Has hours of work set by employer, which bars employee allocating time to other work--a right of the independent contractor.

INDEPENDENT CONTRACTOR RELATIONSHIP: Tends to establish time use as a matter of right.

RULE 8 NUMBER OF EMPLOYERS: EMPLOYEE RELATIONSHIP: Works full time for employer, even if schedule is not a standard one.

INDEPENDENT CONTRACTOR RELATIONSHIP: Is free to work for as many employers as desired.

RULE 9 ON EMPLOYER'S PREMISES: EMPLOYEE RELATIONSHIP: Works on employer's premises, implying employer control. At least physically within employer's direction and supervision. Employer may still control work off-site.

INDEPENDENT CONTRACTOR RELATIONSHIP: Completes work on or off premises.

RULE 10 PRESCRIBED SEQUENCE: EMPLOYEE RELATIONSHIP: Must often perform duties in a set sequence. Right to set the sequence is the key, not exercise of right.

INDEPENDENT CONTRACTOR RELATIONSHIP: Is free to perform duties in any manner that gets job done.

RULE 11 WRITTEN REPORTS: EMPLOYEE RELATIONSHIP: Submits written reports that show employer control over employee's work.

INDEPENDENT CONTRACTOR RELATIONSHIP: Submits reports only as specified by the contract, and then may be in broad terms and less frequently than an employee.

RULE 12 MEANS OF PAYMENT: EMPLOYEE RELATIONSHIP: Usually paid in regular intervals. Guaranteed a minimum salary and/or a drawing account at stated intervals with no requirement to repay any excess over earnings.

INDEPENDENT CONTRACTOR RELATIONSHIP: Is paid by the job, in a lump sum, or on a commission basis.

RULE 13 BUSINESS EXPENSES: EMPLOYEE RELATIONSHIP: Is reimbursed for business or traveling expenses, showing employer control.

INDEPENDENT CONTRACTOR RELATIONSHIP: Is paid on a job basis and assumes all business expenses, except as specified by contract.

RULE 14 TOOLS AND SUPPLIES: EMPLOYEE RELATIONSHIP: Usually is supplied with all tools and supplies needed.

INDEPENDENT CONTRACTOR RELATIONSHIP: Furnishes own tools or supplies needed.

RULE 15 INVESTMENT IN FACILITIES: EMPLOYEE RELATIONSHIP: Has little or no investment in facilities.

INDEPENDENT CONTRACTOR RELATIONSHIP: May have significant investment in facilities used to perform duties.

RULE 16 PROFIT OR LOSS: EMPLOYEE RELATIONSHIP: Generally does not suffer profit or loss from service provided.

INDEPENDENT CONTRACTOR RELATIONSHIP: Is in a position to realize profit or loss from service provided.

RULE 17 ONE EMPLOYER AT A TIME: EMPLOYEE RELATIONSHIP: Tends to work exclusively for one employer.

INDEPENDENT CONTRACTOR RELATIONSHIP: Normally works for more than one employer at a time.

RULE 18 SERVICE TO PUBLIC: EMPLOYEE RELATIONSHIP: Generally does not offer services to general public.

INDEPENDENT CONTRACTOR RELATIONSHIP: Makes services available to public, e.g., hangs out a shingle, has a business license, or has telephone directory listings.

RULE 19 DISCHARGE RIGHTS: EMPLOYEE RELATIONSHIP: Can be fired by employer. Collective bargaining agreement does not detract from existence of employee-employer relationship.

INDEPENDENT CONTRACTOR RELATIONSHIP: Cannot be discharged as long as results comply with contract specifications.

RULE 20 MAY QUIT WITHOUT A LIABILITY: EMPLOYEE RELATIONSHIP: Normally can quit anytime without incurring a liability.

INDEPENDENT CONTRACTOR RELATIONSHIP: Agrees to a specific job and is responsible for satisfactory completion or legally obligated to make good for failure to complete the job.