



Cornell University
ILR School

Independent Contractor Policy and Process

As of September 1, 2013

Attached for your use is the updated Independent Contractor Agreement template. This template has been reviewed by Counsel's Office (Norma Schwab) and contains a professional liability insurance coverage clause provided by Risk Management (Craig McAllister). It was last updated in 2010.

As of September 1, this is the only template we will be using for independent contractors. This template should be used when you are hiring an external person (non-Cornell employee) or firm to teach in one of the training programs you are offering. It can also be used when hiring someone to assist with the design of a training program or using someone to consult on a project. When hiring Cornell employees (non-ILR Outreach employees since Outreach employees are not paid an additional fee above their salary to teach Outreach programs) to teach in an Outreach program, we will provide a standard letter agreement, but you should not use this agreement when hiring Cornell employees since they are NOT independent contractors. Also, we pay all Cornell employees through the payroll system as an added stipend.

There are only four key areas of the contract that need to be modified for each contract. The rest of the contract should not be altered. The items to be inserted or modified in the contract include:

1. Name and Address of the Contractor
2. Item 8 – Intellectual Property. You need to select which intellectual property provision best meets the needs and circumstances of your training or consulting situation. Lya Simonet can provide assistance with this if you are unsure of which clause is best.
3. Item 9 – Professional Liability Insurance. The ILR School has worked with University Risk Management to procure specific coverage for ILR adjuncts who do NOT carry professional liability insurance. You need to ask the independent contractor if he or she has professional liability insurance. If they have coverage, they need to provide us with an insurance certificate which will be maintained by Lya Simonet's Office in NYC. If they do not have it, please check the appropriate box. The coverage is for \$1 million per claim with a \$10,000 retention and it is meant to cover "training, education, and consulting services on workplace issues" so it is broad enough to cover the great majority of services we provide. It should be noted that it does NOT cover mediation

and arbitration services per se, only training in those topics. The independent contractors should be told what the coverage limits are, but I want to let you know the details about this coverage.

4. Item 10 – Terms and Conditions.

Daily Fee: You need to include the daily fee that ILR will pay. We have established a daily rate for independent contractors in HCD and in the Worker Institute. The fees vary somewhat by experience and credentials. You should check with Lya about the reasonableness of the fees if a schedule for your unit has not been developed. I would like to work with the Scheinman Institute to develop a schedule that is also in sync with the HCD/Worker Institute practices.

List/Describe the Course, Program or Services: List the programs or projects they will be training or consulting on. If it is something other than a standard course (e.g. Labor Relations for Supervisors), you should include a more specific description of the services to be rendered.

Current Resume: You also need to obtain a current resume from the independent contractor because in contracts we sign with clients, we acknowledge that the people who are providing the training are competent to deliver the training, and having an updated resume is an important way to document their expertise and qualifications.

In this agreement, we also said the independent contractors have to abide by ILR travel policies, and we are expecting that you will communicate those policies to the independent contractors and monitor their travel to ensure it meets our policy requirements. In the past, we have had some problems with independent contractors not adhering to accepted practices and policies.

We are also trying to make these agreements for a two-year period, or ending no later than June 30, 2015. This avoids frequent renewals.

Signature Process: Once it is filled out, the Extension Associate should sign the agreement, then send it to Lya Simonet to be signed (or to me if it is a unique engagement or exceeds our normal fee structure), and then it can be sent to the independent contractor for signature in pdf format. We are signing all contracts before they are given to the contractor for signature to ensure the terms and conditions we are offering them are fully approved ahead of time.