



**SUBJECT: CONTRACTUAL TRAINING FOR
 WORKFORCE DEVELOPMENT**

REFERENCE:

1. PURPOSE

Independent contractors are needed to provide staffing for special projects necessary to meet the training needs of the business community in southern West Virginia. The training needs of employers are rapidly changing and contractual trainers will allow Southern to be more responsive to those changing needs.

2. SCOPE AND APPLICABILITY

This issue applies to the Economic and Community Development Unit and particularly the Workforce Development Department of Southern West Virginia Community and Technical College.

3. DEFINITIONS

Independent Contractor A person who provides a service for a specified period of time. They provide a level of skill or a unique skill that is necessary to respond quickly to the evolving skill requirements of business employers throughout the region.

Contractual Agreement A written document between Southern West Virginia Community and Technical College and an independent contractor who provides a special service to the college.

4. POLICY

Independent contractors may be used on an as-needed basis to provide the educational training for specific projects at Southern West Virginia Community and Technical College. Southern and the independent contractor will agree upon a contract.

5. BACKGROUND OR EXCLUSIONS

Independent contractors are not considered employees of Southern and are not eligible for employee benefit programs or other privileges enjoyed by regular employees.

6. GENERAL PROVISIONS

A. To ensure quality of the outcome, Southern retains the right to require the contractor to comply with certain instructions regarding training or program development.



- B. Southern may require the contractor to provide written reports at specific intervals during the term of the agreement.
- C. Southern may require that the training be rendered personally by the contractor and not be provided by a subcontractor.
- D. The independent contractor must be self-supportive if and when contracted on a yearly term.
- E. Compensation will be contingent on the completion of specified tasks.

7. **RESPONSIBILITIES AND PROCEDURES**

Depends on contractual needs.

8. **CANCELLATION**

New Policy-No cancellation.

9. **SIGNATURE**

President

Date

Attachments

None

Distribution

Revision Date

July, 2001