



Title	Signing Authority Policy
Policy Area	Operations, Finance
Policy Number	E.1.11
See Also	Purchasing Policies (credit card, purchase orders, etc.) Asset Disposal Policy Travel Policy and Procedures

Effective Date: May 15, 2013

Approval Date: May 14, 2013

Applies to: Board of Governors, Employees

Approving Body: Board of Governors

Supersedes: Okanagan College Board of Governors June 28, 2005
November 28, 2007 policy; January 25, 2011 policy

Authority: *College and Institute Act*

The following are responsible for the administration of this policy,

Primary Office	Contact
Office of Vice President, Employee and Corporate Services	Vice President, Employee and Corporate Services

Policy Statement

The purpose of this policy is to outline the signing authority and responsibilities for employees who have the authority to sign revenue generating and expenditure contracts/agreements, and other binding documents on behalf of the College.

Policy Details

1. DEFINITION OF AGREEMENT

- 1.1 For the purposes of this policy, an agreement is defined as a document that creates a legally binding commitment, and includes, but is not limited to, revenue generating or expenditure contracts, memorandum of understanding, licences, letters of agreement, letters of intent, purchase agreements, invoices, affiliation agreements, services contracts, and so forth ("Agreement").

2. AUTHORITY TO BIND OKANAGAN COLLEGE

- 2.1 Pursuant to the *College and Institute Act*, the Board of Governors (the "Board") has the power to enter into Agreements and can delegate certain powers and duties to employees to execute Agreements that bind the College.
- 2.2 Pursuant to the *College and Institute Act*, Agreements must be signed by two authorized signatories of the College.
- 2.3 Employees of the College are not authorized to sign Agreements unless they have been granted that authority pursuant to this policy, a resolution of the Board or such authority has been delegated.

3. INDEMNITIES AND INSURANCE

- 3.1 The granting of indemnities by the College is restricted by legislation. The Director, Facilities, Business and Risk Management Services must be contacted concerning an Agreement that contains an indemnity and insurance prior to it being finalized and signed.
- 3.2 Indemnity means an assurance by one party to another to protect them against or keep free from loss, to repay what has been lost or damaged, to compensate for a loss. Term pertains to liability for loss shifted from one person to another person.

4. RESPONSIBILITIES OF EMPLOYEES

- 4.1 Employees with signing authority, and those persons who have initiated an Agreement through the contract routing process (see vi below), have the following responsibilities:
- (i) They must have read the Agreement and be assured that the College is able to meet its obligations and commitments within the terms of the Agreement and that it is likely the other party(ies) can meet its (their) obligations;
 - (ii) They must be aware of the financial and other benefits which are expected to flow to or from the College as a result of the Agreement;
 - (iii) They must be assured that the Agreement complies with labour legislation, employee collective agreements, tax laws, and other legislative and regulatory requirements;
 - (iv) They have reviewed intellectual property requirements;

- (v) They have sent the indemnity and insurance clause to the Director, Facilities, Business and Risk Management Services for review;
- (vi) They must be assured that the appropriate approvals have been obtained for the Agreement;
- (vii) **They must route Agreements through the contract routing process using the contract routing form even if the Agreement has no dollar value** (copy of the routing form is attached **Schedule A**). Inquiries regarding the contract routing process or form should be directed to the Office of Director, Facilities, Business and Risk Management Services;
- (viii) Executive, Leadership Team Members and employees who have been delegated signing authority only have authority to expend funds that are within their approved budget and shall not create or allow a deficit position in their approved budget;
- (ix) All purchases must follow the procedures set out in the purchasing policies; and
- (x) The initiator of the Agreement is responsible to manage the Agreement through its term.

Procedures

5. TRANSACTIONS REQUIRING BOARD APPROVAL

- 5.1 Notwithstanding any authorizations provided in this policy, only the Board of Governors may authorize and approve the following, by specific resolution:
- (i) a commitment wherein the liability or expenditure of Okanagan College, in aggregate, is in **excess of \$2,000,000¹** or the revenue is in **excess of \$3,500,000**;
 - (ii) a commitment which exposes Okanagan College to an **uncertain and potentially significant liability**;
 - (iii) the sale, purchase, acquisition or disposal of **buildings or land regardless of the value**;
 - (iv) agreement to lease land or buildings for a term that does not end on or before the end of the fiscal year in which the College entered into the lease or agreement;
 - (v) a commitment which is **precedent setting or involves sensitive issues** as determined by the Board or the President;
 - (vi) a commitment which, under the *College and Institute Act* **requires the prior approval of a Minister(s) of the Government**; or

¹ All dollar amounts are excluding taxes

- (vii) an Agreement which a member of the **Board requests be brought before the Board for approval.**

6. SIGNING AUTHORITY

A. Contract Routing

- 6.1 All Agreements (except as noted below) must be sent through the contract routing process using the contract routing form. Contract Routing Form attached as **Schedule A.**
- 6.2 If the Agreement is a **standard form template that has been previously reviewed and approved** through the contract routing process **or is a renewal of a licence agreement:**
 - a) contract routing is not required;
 - b) one of the two signatures must be a member of Leadership Team having responsibility for that area of operations; and
 - c) a copy of the final signed Agreement must be filed with the Contract Registry.

B. Sub-delegation of Signing Authority

- 6.3 Those individuals who have been delegated authority by the Board, as set out in **Schedules C and E**, may sub-delegate that authority.
- 6.4 The person that has been delegated signing authority from the Board will remain ultimately responsible for any Agreement executed by his/her delegate even though he/she has sub-delegated that power to another position.
- 6.5 Sub-delegation must be to a position, as opposed to an identified person.
- 6.6 The sub-delegation can only be made to a position filled by an **employee** of the College who has the expertise to use the sub-delegated authority appropriately and knowledgeably.
- 6.7 The terms of this policy also apply to the person receiving the sub-delegated authority.
- 6.8 The position that receives the sub-delegation cannot further delegate the signing authority.
- 6.9 The sub-delegation must be in writing in the form attached as **Schedule B** and must be approved by the appropriate Vice President or the President. A copy must be sent to Financial Services.
- 6.10 Any individual who is in an acting position shall have the same signing authority as the person on whose behalf he/she is acting. Sub-delegation form is not required for short-term acting appointments to cover a vacation or short absence.

6.11 Sub-delegations for regular operations are permanent unless noted otherwise on the Sub-delegation form. Sub-delegations for contracts need to match the term of the contract. Sub-delegations for events (such as conferences, OC Half Marathon, etc.) can be extended up to 4-weeks after the date of the event.

C. Expenditure Agreements

6.12 Subject to s.5.1, the positions in the Signing Matrix in **Schedule C** are authorized to sign on behalf of the College any expenditure Agreements and commitments relating to the general operation, development and expansion of the College.

6.13 Such Agreements must be consistent with the approved operational plan and funds must be available within the approved annual budget.

6.14 Any exceptions to the delegation in the Expenditure Signing Matrix must follow the procedures under Sub-delegation of Signing Authority above.

6.15 For all purchases and procurement activities please also refer to the purchasing policies.

6.16 Service contracts on the College's template agreement must be initiated through Financial Services with a document control number. See **Schedule D** for more details on when to use the College services contract.

6.17 All externally drafted contracts require at least one Vice President signature.

6.18 Signing authority for buildings, construction and related consulting is delegated to the Campus Planning and Facilities Management Department, as follows:

	Contract Value	Authority Level	Quoting/Tendering Requirements
1	\$0 to \$9,999	Two Managers' signatures required	Two quotes preferred
2	\$10,000 to \$24,999	Two signatures required, a Manager and the Director	Two quotes preferred
3	\$25,000 to \$49,999	Two signatures required, a Manager and the Director If the contract is initiated by the Director; the Vice President, Employee and Corporate Services must also approve	Two quotes required, three preferred
4	\$50,000 to \$99,999	Two signatures required, the Director and the Vice President, Employee and Corporate Services	Two quotes required, three preferred
5	\$100,000 plus	Two signatures required, President or Vice President and Vice President, Employee and Corporate Services	Tender required

D. Revenue Generating Agreements and Other Documents – (MOUs, LOI, Banking Documents, Cheques, Deposits)

- 6.19 Subject to s.5.1, the Matrix in **Schedule E** describes the positions that are authorized to sign revenue generating Agreements on behalf of the College.
- 6.20 Certain other agreements and documents that are not revenue generating are also subject to the signing authority Matrix in **Schedule E** which include, without limitation, MOUs, letters of intent, practicum agreements, affiliation agreements, non-disclosure agreements, confidentiality agreements and so forth.
- 6.21 Banking documents such as direct deposits, cheques, drafts, money orders and so forth require **two signatures** from the following:
 - President;
 - Vice President, Education;
 - Vice President, Employee and Corporate Services;
 - Vice President, Students; and
 - Director of Financial Services.
- 6.22 Cheques over \$10,000, will be recorded on a weekly log which must be reviewed weekly by the Controller or Director of Financial Services.
- 6.23 The President may sub-delegate additional signing authorities for specific purpose funds (such as the Student Emergency Loan Fund). Such sub-delegation will follow the procedures under Sub-delegation of Signing Authority above.

7. SIGNATURE STAMPS AND ELECTRONIC SIGNATURES

- 7.1 Using rubber signature stamps (or other similar manual stamps) and scanned image signatures are not permitted on documents under this policy.
- 7.2 An electronic signature can be used by that signatory under this policy.
- 7.3 Use of an electronic signature can be sub-delegated to another position. The procedures under Sub-delegation of Signing Authority above must be followed.

8. PRESIDENT'S AUTHORITY

- 8.1 The President may amend the schedules to this policy, without obtaining Board approval, as necessary to address operational needs.

Schedule A

Contract Routing Form attached on the following page.

This form is also available on My Okanagan; OC Express – Forms; Finance and/or Supply Management



SIGNING AUTHORITY POLICY CONTRACT ROUTING FORM

Contracts, Leases, Agreements, MOUs,
Licenses



BARCODE

Priority: Routine
 Rush (attach note & date required)

Originator of the contract is responsible for the implementation of the contract. Originator of contract must: a) read the contract; b) understand the contract; c) operationalize the contract; and d) manage the contract during its term.

Originator Name: _____		Dept/Div: _____		Date: _____	
<input type="checkbox"/> New Document – Include Terms and Conditions	<input type="checkbox"/> OC Approved Template	<input type="checkbox"/> Renewal – Contract Registry # _____	<input type="checkbox"/> EdCo Approval Required (see reverse)		
Between OC and (external party) _____ <i>(OC Signing requirements: see reverse)</i>					
Purpose of Contract _____					
Contract Start Date _____		End Date _____		Total Value of Contract _____	
Originator Signature _____				Date _____	
Dean/Director Name _____					
Dean/Director Signature _____				Date _____	
Bob Burge _____		_____		_____	
Education Council		Signature		Date Signed	

D. Peterson, Director Facilities, Business & Risk Mgmt. Services	Date Reviewed
D. Olson, Director Legal Services	Date Reviewed
C. Morcom, VP Employee & Corp. Services	Date Signed
A. Hay, VP Education	Date Signed
C. Kushner, VP Students	Date Signed
J. Perrey, Director IT Services (software only)	Date Signed

Once approvals above are received, return the contract and routing form to Facilities & Business Services for forwarding to the Originator, who will obtain 3rd party signatures.
Originator to forward to Facilities & Business Services for inclusion in the Contract Registry one original copy of the contract, signed by both parties. The routing form must be attached.

Please DO NOT STAPLE documents as they will be scanned several times during the routing process.



Signing Authority Sub-Delegation Form

To be submitted to Financial Services for any exceptions to the Revenue or Expenditure Signing Matrices

Portfolio/Division: _____ Campus: _____

Budget Manager (Leadership Group): _____

Fund Codes:	* End Date:	Relevant Organization Codes:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* Check Box if Authorization for Core Fund/Org is Permanent

Authority delegated to: _____ Position #: _____

Current Incumbent: _____ ID: _____

Position Type: Continuing / Regular

Term / Non Regular

Position Start Date: _____ Position End Date: _____

Maximum Approval Amount: _____

Signature: _____

Please specify which Section(s) (by letter) and Line item(s) (by line #) of the Matrices are applicable for this delegation

Matrix (circle)	Revenue	Expenditure
Section(s):	Line Item(s) & Description:	
_____	# _____	# _____
_____	# _____	# _____
_____	# _____	# _____

Approval of Delegation

Budget Manager (Name) _____ Signature _____ Date (dd-mmm-yy) _____

President/Vice President (Name) _____ Signature _____ Date (dd-mmm-yy) _____

*Note: Signing Authority Sub-Delegation Forms will be permanent until cancelled by the department or in the case of resignation, retirement, or termination (Employee or Approver).

*Sub-delegation must be to a position. Please see 6.5 of the Signing Authority Policy for more information.

F	Full Authority										
AB	Facilities and Business Services	President and Board	Vice President	Dean, Director, Registrar	Associate Dean	Controller, Associate Registrar, Associate Director	Manager	Program Administrator	Chair, AACP Coordinator	Program Coordinators (CS)	Executive/Admin. Assistants (reports directly to a Leadership Team member)
FM	Facilities and Business Services										
FI	Finance										
FS	Food Services										
HR	Human Resources										
IE	International Education										
LA	Legal Affairs and Policy Development										
RO	Registrar										
SS	Student Services										

- 1 All Agreements/Contracts are governed by the Signing Authority Policy
- 2 An individual cannot authorize his/her own expenses
- 3 Any exceptions to the delegations in the matrix must be put in writing and submitted to Finance. Such exceptions must be approved by the appropriate Vice President
- 4 All expenditures over \$75,000 will need final approval by the President or appropriate VP prior to being incurred
- 5 All projects, contracts or services over \$2,000,000 must be approved by the Board of Governors (see Signing Authority Policy E.1.11)
- 6 All contracts must have two signatures. The second signature must come from a level above the lowest approved signatory. Externally drafted contracts must have one VP signature
- 7 All buildings and construction with a Quantity Surveyor to be authorized up to \$500,000 by the Director of Facilities and/or Director of Finance

A. Personnel

1	First Aid Certification Payments	F	F	F	-	-	-	-	-	-	-
2	Invigilators	F	F	F	F	F	F	F	-	-	-
3	Leave Request	F	F	F	F	F	F	F	-	-	-
4	Leaves - Extended Study/Deferred Salary Leaves	F	-	-	-	-	-	-	-	-	-
5	Overtime - BCGEU Instructional	F	F	F	F	-	-	-	-	-	-
6	Overtime - Support Staff	F	F	F	F	F	F	F	-	-	-
7	Position Posting - continuing	F	F	F	-	-	-	-	-	-	-
8	Position Posting - non-continuing	F	F	F	F	F	-	-	-	-	-
9	Recruitment Advertising	F	F	HR	-	-	-	-	-	-	-
10	Relocation Costs	F	F	HR	-	-	-	-	-	-	-
11	Retirement paid leave (Exempt staff only)	F	-	-	-	-	-	-	-	-	-
12	Retirement/Resignation Pay outs	F	F	HR	-	-	-	-	-	-	-
13	Staffing Forms										
	a) Appointment Forms - continuing	F	F	F	-	-	-	-	-	-	-
	b) Appointment Forms - non-continuing	F	F	F	F	F	-	-	-	-	-
	c) Auxiliary Appointments	F	F	F	F	F	-	-	-	-	-
	d) Faculty Overload	F	F	F	-	-	-	-	-	-	-
	e) Continuing Education Instructor Contract	F	F	F	F	F	F	F (\$1,000)	-	-	-
	e) Distance Education Instructor Contract (CE)	F	F	F	F	F	F	F (\$1,000)	-	-	-
14	Stipends/unusual/unscheduled Salary changes	F	F	-	-	-	-	-	-	-	-
15	Timesheets	F	F	F	F	F	F	F	-	-	-

Other Expenditures

B. Supplies and Services

1	Advertising	F	F	F	F	-	-	-	-	-	-
2	Computer Software in consultation with IT	F	F	F	F	F	F	F (\$1000)	-	F (\$500)	F (\$1000)
3	Computer Supplies in consultation with IT	F	F	F	F	F	F	F (\$1000)	-	F (\$500)	F (\$1000)
4	Credit Cards										
	a) Credit Card Statements	F	F	F	F	-	-	-	-	-	-
	b) Petro Canada Gas Card Bills	F	F	F	F	F	F	-	-	-	-
	c) Procurement Card Statements	F	F	F	F	F	F	-	-	-	-
6	Homestay (approval of payment)	F	F	F	-	-	-	-	-	-	-
7	Honoraria (see Honoraria Form)	F	F	F	F	F	F	F	-	F	-
8	Honorarias - Board (Payroll)	F	F	-	-	-	-	-	-	-	-
9	Hospitality (see Hospitality Policy for details)	F	F	F	F	F	F	-	-	-	-
10	Inventory - Bookstore	F	F	F	F	F	F	F	-	-	-
11	Legal Fees	F	F	LA	-	-	-	-	-	-	-
12	Library Acquisitions	F	F	F	-	-	-	-	-	-	-
13	Memberships (associations, professional body)	F	F	F	F	F	F	-	-	-	-
14	Office/Stationery Supplies	F	F	F	F	F	F	-	-	-	F
15	Payment Authorization - Invoice (other than PO or Service Contract)	F	F	F	F	F	F	-	F (\$1,000)	-	-
16	Phones										
	a) Phones - Cellular - acquisition	F	F	F	-	-	-	-	-	-	-
	b) Phones - Cellular - costs usage (See Cell Phone/PDA Use Policy)	F	F	F	-	-	-	-	-	-	-
	c) Phones - Desktop - long distance	F	F	F	F	F	-	-	-	-	-
17	Rental (ie equipment) < 12 months	F	F	F	F	F	-	-	-	-	-
18	Rental (ie equipment) > 12 months	F	F	-	-	-	-	-	-	-	-
19	Repairs & Maintenance (work order approval)	F	F	F	F	F	F	-	F	-	-
20	Service Contracts (1) - general operations (internal template)	F	F	F	F	F	F	-	-	-	-
	- Service Contract Invoices - general	F	F	F	F	F	F	-	-	-	-
21	Service Contracts (1) - professional & consulting (internal template)	F	F	-	-	-	-	-	-	-	-
	- Service Contract Invoices - professional & consulting	F	F	-	-	-	-	-	-	-	-
22	International Agency Agreements	F	F	IE	-	-	-	F	-	-	-
23	Supply Requisition	F	F	F	F	F (\$10,000)	F (\$10,000)	F (\$1000)	F (\$1000)	F (\$500)	F (\$1000)
24	Telecommunications invoices (ie Telus, Allstream)	F	F	F	F	F	F	-	-	-	-
25	Utility Payments	F	F	FM	-	FM	FM	-	-	-	-
26	Print Requests	F	F	F	F	F	F	-	-	-	F (\$1000)

C. Travel

1	Field Trip Approval and Payment	F	F	F	F	-	-	-	-	-	-
2	Fleet Vehicle Usage	F	F	F	F	F	F	-	-	-	-
3	Meal Expenses	F	F	F	F	F	F	-	-	-	-
4	Mileage Logs (within OC region)	F	F	F	F	F	F	-	-	-	-
5	Study Tours	F	F	F	-	-	-	-	-	-	-
6	Travel Approval/Advance/Expense										
	a) Travel (Canada and US)	F	F	F	F	-	-	-	-	-	-
	b) Travel (in BC, outside of OC region)	F	F	F	F	F	F	-	-	-	-
	c) Travel (International, Excluding US)	F	F	-	-	-	-	-	-	-	-

D. Capital Expenditures

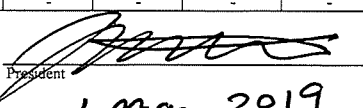
1	Buildings & Construction (see chart in policy)	F	F	FM	-	-	-	-	-	-	-
2	Disposal of Fixed Asset	F	F	AB	-	-	-	-	-	-	-
3	Equipment Purchase	F	F	F	-	-	-	-	-	-	-
4	Lease - Purchase (to own)	F	F	-	-	-	-	-	-	-	-
5	Lease - Space	F	F	-	-	-	-	-	-	-	-
6	Buildings and Construction with Quantity Surveyor	F	F	FM/FI	-	-	-	-	-	-	-

E. Special Authority

1	Finance										
	a) Bank Transfers	F	F	FI	-	-	-	-	-	-	-
	b) Inter-fund Transfers	F	F	FI	-	FI	FI	-	-	-	-
	c) Payroll Remittances	F	F	FI	-	FI	FI	-	-	-	-
2	Grant in Aid Requests (2) (Grant only)	F	F	-	-	-	-	-	-	-	-
3	Professional Development (3)	F	F	F	F	F	F	-	-	-	-
4	Student Awards - Cheque Requisition	F	F	SS	-	-	-	-	-	-	-
5	Student Tuition Adjustments - Academic (transfers, refunds, deferrals)	F	F	RO	-	-	-	-	-	-	-
6	Student Tuition Refunds - Revenue Generating										
	a) Trades (CE), ESL	F	F	F	F	-	-	-	-	-	-
	b) Continuing Studies	F	F	F	F	F	F	-	-	-	-
7	Tuition Waivers (Employee) - Academic	F	F	RO	-	-	-	-	-	-	-
8	Tuition Waivers - Revenue Generating										
	a) Trades (CE)	F	F	F	F	-	-	-	-	-	-
	b) Continuing Studies	F	F	F	-	-	-	-	-	-	-

Footnotes:

- (1) All Service Contracts / Service Agreements must be initiated through Financial Services.
- (2) Facility Service Contracts (FSC) must be initiated through Facilities and Business Services.
- (3) Grant in Aid Requests can only be approved by the GIA Chair
- (4) Cell Phone statements must be signed off by the supervisor as per Cell Phone Policy


 President
 1 May 2019
 Date [Fiscal year ending March 31, 2019]

- The use of electronic signature is confined to the following applications:
1. The electronic approval of leave request through the online leave request system (ELMS)
 2. The electronic approval of building construction and operations expense through the online purchase requisitioning system (WebReq)
 3. Email approval for the following transactions:
 - a) The approval of salary transfers from one account to another;
 - b) The approval of timesheet hours if physical signature cannot be obtained (note: signature on the original timesheet is still preferred);
 - c) Approval of vendor invoices with account coding assignment.

Service Contracts

Financial Services determines whether a relationship is one of employment or contractor. All requests for Service Contracts must include a completed Employee/Independent Contractor Checklist.

Service contracts on the College's template agreement must be initiated through Financial Services with a document control number.

It is very important to distinguish the difference between an employee and a contractor when hiring an individual (or proprietor) to perform services for Okanagan College. There are some specific questions that need to be asked, not only about the type of work being done, but also about the way it is being done. Service contracts are used for services such as ongoing maintenance contracts, curriculum development, specialized consulting fees or one-time seminar speakers.

If the service being provided is instructional and a service contract has been requested, it is important to determine how or if this might differ from an employee contract. In most cases, instructional services are treated as employment contracts, as this contributes to Okanagan College's core business of providing education.



Employee/Independent Contractor Checklist

**For Internal Use* to be completed by Okanagan College Department or Research Office*

Please complete this checklist prior to entering into a Provision of Services contract. If you have questions on making the Employer/ Independent Contractor determination, please consult with Financial Services or email accountspayable@okanagan.bc.ca.

Worker's/Contractor's Name (or Legal Business Name):		
	Agree	Disagree
The work is NOT included in a collective or association agreement (FSA).	<input type="checkbox"/>	<input type="checkbox"/>
The worker is NOT an employee of the College in a similar field as needed in this assignment.	<input type="checkbox"/>	<input type="checkbox"/>
The work is paid on defined outcomes or specific deliverables, where the College does not direct the process. Generally speaking, the payment is not based on hours worked but on the final product.	<input type="checkbox"/>	<input type="checkbox"/>
The worker has an incorporated company with a registered Canadian Business Number and/or has a GST number, charges GST and is NOT completing work normally done by the College.	<input type="checkbox"/>	<input type="checkbox"/>
The worker operates his own business or provides similar services to other clients.	<input type="checkbox"/>	<input type="checkbox"/>
The worker has their own business insurance and WCB coverage.	<input type="checkbox"/>	<input type="checkbox"/>
The College WILL NOT direct, scrutinize and effectively control many elements of how the work is performed. The relationship has NO element of subordination.	<input type="checkbox"/>	<input type="checkbox"/>
The College DOES NOT control the worker with respect to the results of the work OR method used to do the work.	<input type="checkbox"/>	<input type="checkbox"/>
The worker DOES NOT require permission to work for other companies while working for this College.	<input type="checkbox"/>	<input type="checkbox"/>
Where the work schedule is irregular, the College IS NOT necessarily a priority on the worker's time.	<input type="checkbox"/>	<input type="checkbox"/>
The worker determines all tasks they will perform to fulfill the work obligations; the College has no or limited control in the tasks.	<input type="checkbox"/>	<input type="checkbox"/>
The worker receives NO training or direction from the College on how to do the work.	<input type="checkbox"/>	<input type="checkbox"/>
The worker DOES NOT have a College employee supervising them and they set their own hours to complete tasks without direction from the College.	<input type="checkbox"/>	<input type="checkbox"/>
The worker is usually free to work when and for whom he or she chooses and may provide his or her services to different companies at the same time.	<input type="checkbox"/>	<input type="checkbox"/>
The worker can accept or refuse work from the College.	<input type="checkbox"/>	<input type="checkbox"/>
The working relationship between the College and the worker DOES NOT present a degree of continuity, loyalty, security, subordination, or integration, all of which are generally associated with an employer-employee relationship.	<input type="checkbox"/>	<input type="checkbox"/>
The worker supplies most of the tools and equipment required to complete the work. In addition, the worker is responsible for repair, maintenance and insurance costs.	<input type="checkbox"/>	<input type="checkbox"/>
The worker has investment in tools and equipment needed for their business and they retain the right over the use of these assets.	<input type="checkbox"/>	<input type="checkbox"/>
The worker uses his or her own workspace to perform a substantial amount of the work. The worker incurs expenses related to the operation of the workspace that are not reimbursed by the College.	<input type="checkbox"/>	<input type="checkbox"/>
The worker has control to retain helpers or assistants to complete the College's tasks. The College work does not have to be completed by them personally.	<input type="checkbox"/>	<input type="checkbox"/>
The worker is responsible for the costs associated with subcontracting and assistants.	<input type="checkbox"/>	<input type="checkbox"/>
The worker is responsible for all operating expenses.	<input type="checkbox"/>	<input type="checkbox"/>
The worker is financially liable if he or she does not fulfill the obligations of the contract.	<input type="checkbox"/>	<input type="checkbox"/>
The worker determines and controls the method and amount of pay.	<input type="checkbox"/>	<input type="checkbox"/>
The worker has NO expectation to receive protection or benefits from the College. (WCB, EI, CPP, pension, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
The worker has the risk of profit or loss resulting from the assignment.	<input type="checkbox"/>	<input type="checkbox"/>
The worker has an active business presence where they advertise their services, actively market themselves and search for clients.	<input type="checkbox"/>	<input type="checkbox"/>
The worker has a capital investment in the business.	<input type="checkbox"/>	<input type="checkbox"/>
The worker manages his or her staff and work projects.	<input type="checkbox"/>	<input type="checkbox"/>
PROCEED TO PAGE 2 TO COMPLETE CONTRACT		

Conclusion

Add the total number of checkmarks for each column. If you answered predominantly (15 or greater) in the "Disagree" column, then it is likely* that the worker would be seen as an employee by CRA.

Next Step: Sign below indicating your initial determination of the worker's status. Submit the following to your **HR Advisor** for payment through Payroll:

- A description of the body of work for HR to determine bargaining group
- Completed Employee/Independent Contractor Checklist

Note:

If the employee being hired to do the additional work has their own business and feels that the work qualifies as contract work (and not employment), the onus is on that employee to obtain a ruling from CRA to support the treatment of the work as contract work and not employment. In the absence of a ruling, Okanagan College classifies the relationship as Employment, regardless of the nature of the work being performed.

If you have answered predominantly (15 or greater) on the "Agree" side it is likely* that the worker would be ruled a contractor by CRA.

Next Step: Sign below indicating your initial determination of the worker's status. Send the completed Employee/Independent Contractor Checklist to Accounts Payable (accountspayable@okanagan.bc.ca) to request a Service Contract. When you have received your initial invoice submit the following to

Accounts Payable:

- Completed Service Contract (signed by all parties)
- Initial Invoice

*This is a guide only; CRA is ultimately the deciding authority in all situations.

Determination of Worker Status: **Employee** **Contractor**

Completed by:

Print name

Signature

Date

OKANAGAN COLLEGE
Signing Authority Matrix for
Revenue Generating and Other Agreements

Schedule E

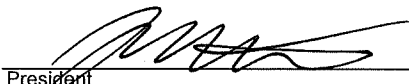
F	Full Authority	President	Vice President	Dean/Director/ Registrar	Associate Dean	Controller, Associate Registrar, Associate Director	Manager	Program Administrator	Chair, AACP Coordinator
AB	Facilities & Business Services								
FS	Food Services								
AD	Advancement and Alumni								
FM	Facilities & Business Services								

- 1 All agreements/contracts are governed by the Signing Authority Policy (E.1.11)
- 2 All agreements require two signatures. The second signature must come from a level above the lowest approved signatory
- 3 An individual cannot authorize his/her own projects
- 4 All International Contracts must be co-signed by Director, International Education
- 5 All revenue projects, contracts or services over \$3,500,000 must be approved by the Board of Governors

		Over \$1,000,000	Up to \$1,000,000	Up to \$500,000	Up to \$100,000	Up to \$10,000	Up to \$10,000	Up to \$5,000	Up to \$500
A. Types of Services :									
1	Consulting or Needs Assessment	F	F	F	F	F	F	F	-
2	Curriculum Development - Contract	F	F	F	F	F	F	F	-
3	Curriculum Delivery - contract training	F	F	F	F	F	F	F	-
4	Facilitation Services - Conferences & events etc	F	F	F	F	F	F	-	-
5	Facilitation Services - Facility Rentals	F	F	FM	-	-	-	-	-
6	Information Technology	F	F	F	-	-	-	-	-
7	Printing Services	F	F	AB	AB	AB	AB	-	-
8	Task Competency (Industry Testing)	F	F	F	F	F	F	-	-
B. Types of Sales:									
1	Food Services	F	F	F	F	FS	FS	-	-
2	Sale of Curriculum / Module	F	F	-	-	-	-	-	-
3	Sale of Fixed Assets (see Asset Management Policy)	F	F	AB	-	-	-	-	-
4	Sale of Inventory/Supplies/Materials or Non Fixed Assets (1)	F	F	F	F	F	F	F (\$500)	F (\$500)*
C. Other Agreements/Contracts									
1	Capital Equipment Donation	F	F	F	F	-	-	-	-
2	Charitable Donation Receipts	F	F	AD	-	-	-	-	-
3	Information/Curriculum Sharing (2)	F	F	F	-	-	-	-	F
4	Joint Venture Agreements	F	F	-	-	-	-	-	-
5	Leasing Agreements	F	F	-	-	-	-	-	-
6	Memorandum of Understanding (MOU)	F	F	F (Approved Templates)	-	-	-	-	-
7	Non-Disclosure and Confidentiality Agreements	F	F	F	-	-	-	-	-
8	Partnership Agreements	F	F	F (Approved Templates)	-	-	-	-	-
9	Practicum Agreements	F	F	F	F	F	F	F (Approved Templates)	-

Footnotes:

- (1) Use internal invoice available on My Okanagan
- (2) Within the constraints of the Collective Agreement language
- *Applicable to Trades only



 President
 Date 1 May 2019
 [Fiscal year ending March 31, 2019]

