

SAMPLE 1

CONSULTING CONTRACT

AGREEMENT dated this _____ day of _____, 20____, by and between Mott Community College ("MCC"), and _____ of _____ (the "Consultant").

W I T N E S S E T H

WHEREAS, MCC is engaged in nonprofit educational activities; and

WHEREAS, the Consultant is engaged in [____ *specialty of Consultant*]; and

WHEREAS, MCC desires to retain the Consultant and the Consultant desires to provide services to Mott on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, MCC and the Consultant agree as follows:

1. Consultation Services. MCC hereby retains the Consultant and the Consultant hereby accepts an appointment to service as a consultant to MCC on the terms and conditions set forth in this Agreement. The Consultant shall consult with and advise MCC regarding the following matters: [____ *description of services to be provided* ____].

The Consultant shall use his/her/its best efforts in performing such services related to the aforementioned matters as may be assigned by MCC from time to time.
2. Term of Agreement. This Agreement shall begin on the date first set forth above and shall continue until terminated by either party upon the delivery of written notice to the other. The obligations of the consultant set forth in Paragraphs 6, 7, 10, and 11 shall survive the termination of this Agreement.
3. Payment to Consultant. In consideration for the performance of services hereunder, the Consultant shall be compensated at the rate of \$_____ [*stipulate currency and amount*] per [____ *pay period*] or be paid a lump sum/fixed amount of \$_____. The Consultant shall also be reimbursed for all reasonable business expenses incurred with the prior consent of MCC. The Consultant shall submit an itemized statement setting forth the time spent and services rendered on a monthly basis, together with the amount of all reimbursable expenses, and MCC shall pay the amounts due within _____ (____) days thereafter.
4. Status and Authority of Consultant. In acting hereunder, the status of the Consultant shall be that of an independent contractor and not that of an agent or employee of MCC. The Consultant shall have no power or authority to act on behalf of MCC or in its name or to bind MCC, either directly or indirectly, in any matter or thing whatsoever.
5. Payment of Taxes and Fees. The Consultant shall be solely responsible for the payment of any and all taxes or fees relating to remuneration to be received by the Consultant from MCC hereunder, including without limitation, all Federal, state and local income taxes, Social Security taxes, Unemployment Insurance taxes and any other such taxes, whether foreign or domestic, and any business license or other fees arising from the Consultant's activities hereunder.

6. Confidentiality. The Consultant agrees not to disclose or to use, directly or indirectly, except as contemplated herein, any proprietary or confidential data, trade secrets or other information relating to the affairs of MCC which may be disclosed to the Consultant in connection with the Consultant's activities hereunder.
7. Indemnification. The Consultant shall indemnify and hold MCC harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys' fees and court costs, arising from the performance by the Consultant of any activities contemplated hereunder, whether or not in breach of this Agreement.
8. Conflicts of Interest. The Consultant agrees to avoid any conflict of interest between MCC and any other party to whom it may render consulting services.
9. Remedies. The parties acknowledge that any remedy at law for any violation of this Agreement will be inadequate and that they may suffer irreparable damage through any violation of the Agreement. The parties therefore agree that the obligations hereof may be specifically enforced in any court of competent jurisdiction.
10. Intellectual Property Rights in Work Product. The Consultant acknowledges that all reports and other copyrightable work product developed by the Consultant as part of Consultant's services hereunder are "works made for hire" under the U.S. Copyright Law (17 U.S.C. § 101). If such work product is ineligible for treatment as "works made for hire," the Consultant hereby assigns to MCC all right, title, and interest in all such work product, including patents, copyrights, and other intellectual property rights.
11. Use of Mott Community College Name. The Consultant's use of the name "MCC" (alone or as part of another name) in advertising or promotional materials shall be permitted only upon the prior written approval of, and in accordance with restrictions agreed to by, MCC.
12. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as, not be construed to be, a waiver of any subsequent breach thereof.
13. Severability. The provisions of this Agreement shall be deemed to be severable. In the event that any provision or section of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever, the validity of the remainder of the Agreement.
14. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other and may not be modified except by a writing signed by both parties.
15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of The State of Michigan and constitutes the entire agreement of the parties with respect to the subject matter hereof.
16. Notices. Any notice permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, to the address of the applicable party as first set forth above, and such notice shall be deemed to have been given when so delivered, mailed.
17. Additional Terms. *[Include additional terms, if any].*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MOTT COMMUNITY COLLEGE

By: _____
Name printed: _____

[CONSULTANT]

By: _____
Name printed: _____

SAMPLE

SAMPLE 2

INDEPENDENT COTRACTOR AGREEMENT FORM

Agreement between Mott Community College and an Independent Contractor

This agreement is made by and between Mott Community College (MCC) and _____ ("Contractor").

For good and valuable consideration, the parties agree as follows:

1. **General Purpose.** The general purpose of this Agreement is to engage the services of Contractor to *[insert purpose here]*. The surrounding facts and circumstances are more fully set forth in the attached Schedules A, B, C, and D, and incorporated herein.
2. **General Duties of Contractor.** Contractor shall perform in conformance with the attached schedules A, B, C, and D incorporated herein, and in conformance with professional standards for performing services of similar kind. Mott will assign a representative ("Mott's Representative"), as named in the attached Schedules A, B, C, and D. Only directives from Mott's Representative shall be recognized by Contractor. The work to be performed by Contractor shall be performed by the personnel listed in Exhibit D. Contractor may not replace or reassign such personnel without the prior written consent of Mott. If any such personnel leave Contractor's employ, Contractor shall replace personnel with a person having at least equivalent experience and qualifications. Mott shall have the right to review and approve such replacement personnel.
3. **Term.** The term of this Agreement shall be from ____/____/____ until ____/____/____.
4. **Timetable.** The timetable set forth in the attached Schedule B shall be adhered to unless such period is otherwise extended by Mott. Contractor shall be responsible to Mott for any damage caused by the failure by Contractor to comply with the timetable.
5. **Independent Contractor.** In the performance of the work hereunder, Contractor shall be an independent contractor and not an employee of Mott. Contractor is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Mott unless expressly authorized in writing by an officer of Mott. Mott will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Contractor or his employees. Contractor is not eligible for, not entitled to, and shall not participate in any of Mott's pension, health, or other benefit plans. Contractor is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. Contractor indemnifies Mott and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that Contractor is an employee of Mott.
6. **Confidentiality.** All data and information submitted or made available to Contractor by Mott or any other person, unless otherwise publicly available, and all data and information, and other work developed by Contractor under this Agreement, shall be utilized by Contractor in connection with this Agreement only and shall not be made available by Contractor to any other person.
7. **Ownership.**
 - Mott shall own all data, information, and other work developed or obtained by

Contractor pursuant to this Agreement.

- Mott shall at all times have access to review the ongoing work of Contractor for purposes of inspecting same and determining that work is being performed in accordance with the terms of this agreement.
- Immediately upon termination of this Agreement for any reason, all such data, information, and other work, in whatever form, shall be turned over to Mott.
- For purposes of this Agreement any copyrightable work ("Work") developed in the course of performance under this Agreement shall be deemed "work made for hire" under federal copyright law and all ownership rights to such Work belong to Mott.
- Should such Work not constitute a "work made for hire" under copyright law, Contractor hereby grants, transfer, assigns, and conveys to Mott and its successors and assigns, the entire right, title, and interest in the Work or any part thereof, including but not limited to the right to reproduce, prepare derivative works, distribute by sale, license or other transfer; to perform publicly, to display and to secure copyrights or patents and renewals, reissues, and extensions of any such copyrights or patents in the United States of America or any foreign country.
- Any patentable invention conceived or reduced to practice in the course of performance under this agreement shall be the property of Mott.
- Whether a copyright or patent in the Work will be maintained or registered in the United States of America or any foreign country shall be at the sole discretion of Mott.
- Contractor agrees to cooperate fully with Mott in the preparation and execution of all documents necessary to incidental to this assignment and the protection and preservation of rights herein granted to Mott.

8. **Compensation.** Contractor shall be paid an amount not to exceed \$_____. The payment terms and schedule set forth in the attached Schedule C shall be adhered to. All invoices shall be mailed to Mott's Representative.
9. **Termination.** Mott may terminate this Agreement at any time without cause, upon _____ days written notice to Contractor. Contractor may retain amounts, if any, paid by Mott under this Agreement prior to termination, but explicitly waives any right to additional or other amounts of any kind, including based on quantum merit or other similar theory. The obligations imposed by Sections 6 and 7 of this Agreement as well as any licenses granted hereunder shall survive termination under this Agreement.
10. **Insurance.** Mott requires that contractors submit evidence of adequate insurance prior to commencement of performance of work for Mott. Satisfaction of the minimum insurance requirements does not necessarily mean that a Contractor's insurance will be acceptable to Mott's Office of Business Operations. Minimum requirements are:
 - Statutory Workmen's Compensation Insurance, under the laws of the State of Michigan and any other laws that may be applicable thereto. Coverage "B" Employers Liability must have limits of at least \$100,000;
 - Comprehensive General Liability Insurance, subject to limits of \$1,000,000 for each occurrence. Coverage must be provided for Bodily Injury Liability, Broad Form Property Damage Liability, Contractual Liability and Products and Completed Operations coverage. Completed Operations coverage is to be maintained for a minimum period of two years after completion of the Mott contract;
 - Automobile Liability Insurance subject to limits of not less than \$1,000,000 each occurrence for property damage. Such Automobile Liability Insurance shall be for all of contractor' owned, non-owned, and hired automobiles;
 - All Risk Property Insurance providing replacement cost coverage for any property damage to contractor's property which is caused by a loss of any kind and description to any property brought onto Mott's premises. Contractor agrees to

waive on behalf of itself and its insurance company subrogation against Mott for any loss or damage which is covered or should be covered by this insurance.

- All liability policies should be issued on an “occurrence” basis. A CERTIFICATE OF INSURANCE for all policies required must be issued to Mott and received by the Office of Business Operation prior to any work.
 - Mott Community College will be added to Contractor’s Comprehensive General Liability Insurance Policy by endorsement as an Additional Insured and evidence of such will be provided in Contractors’ CERTIFICATE OF INSURANCE. All policies must also be endorsed as “primary” for purposes of this contract.
 - All CERTIFICATES OF INSURANCE will provide for a minimum of 30 days notice to Mott prior to cancellation, non-renewal or change in policy terms and/or conditions.
 - If contractor is serving alcohol, then Liquor Liability Insurance is required.
11. **Indemnification.** Contractor shall release, defend, indemnify, and hold harmless Mott and its trustees, officers agents, and employees from all suits, actions, or claims of any character, name or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by them or any person, persons, or property, arising out of or related to services provided under this Agreement or Contractor’s failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary right. Mott reserves the right to retain whatever funds which would be due contractor under this contract until such suits, actions or actions, claim or clams for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.
12. **Waiver.** A delay or failure by either party to exercise any right under this Agreement will not constitute a waiver of that or any similar or future right.
13. **Assignment.** This Agreement may not be assigned by any party without the express written consent of the other.
14. **Entire Agreement.** This Agreement represents the entire understanding of the parties and may not be modified except by written agreement of the parties and supersedes all prior written and/or oral agreements.
15. **Jurisdiction.** This Agreement shall be deemed to have been made in the State of Michigan. Michigan State law (exclusive of any choice of law principles) shall govern this Agreement. Contractor consents to the jurisdiction of the state or federal courts serving Genesee County, Michigan for the resolution of any disputes arising under this Agreement.
16. **Effective Date.** The effective date of this agreement shall be the date of Mott’s signature.
17. **Non-infringement.** Contractor warrants and represents that services provided hereunder will not infringe, individually or collectively, any patent, copyright, trade secret, or other proprietary right of any third party; and Contractor has no reason to believe that any patent, copyright, trade secret, or other proprietary right of any third party may be infringed.
18. **Compliance with Applicable Laws.** Contractor warrants and represents that it will comply with all federal, state, and local laws applicable to performance of the work under this Agreement.
19. **Advertisement.** Contractor may not use the name Mott Community College or any variation thereof for advertising or publicity purposes without first obtaining the written consent of Mott.

20. **Notices.** Each notice, request, or demand given or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if deposited in the United States mail, First Class, postage pre-paid, and addressed to the address of the intended recipient set forth below or to such other address as may be specified in writing by the parties.
21. **Severability.** If any provision of this Agreement is declared invalid by any tribunal, then such provision shall be deemed automatically modified to conform to the requirements for validity as declared at such time, and as so modified, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.
22. **Authority.** The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

Certification

In witness thereof the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date and year first written below.

Mott Community College By: _____ Date: ____/____/____
CFO, President, or VP :

Print Name: _____ Title: _____

Phone: (____) _____ Email: _____

Address: _____

Contractor Signature: _____ Date: ____/____/____

Print Name: _____ Title: _____

Phone: (____) _____ Email: _____

Address: _____

Independent Contractor Agreement Form

Schedule A: Work Scope

Detail and explanation of the agreement between Mott Community College, (Mott) and

("Contractor"): _____

Project Description:

Initials Mott Community College: _____

Initials Contractor: _____

Schedule B: Timetable

Detail and explanation of the agreement between Mott Community College, (Mott) and

("Contractor"): _____

Project Timetable: _____ **Description:** _____ **Completion Date:** _____

Initials Mott Community College: _____

Initials Contractor: _____

Schedule C: Compensation

Detail and explanation of the agreement between Mott Community College, (Mott) and

("Contractor"): _____

Payment Amount and Schedule:

Initials Mott Community College: _____

Initials Contractor: _____

Schedule D: Contractor's Personnel

Detail and explanation of the agreement between Mott Community College, (Mott) and

("Contractor"): _____

List of Personnel:

Initials Mott Community College: _____

Initials Contractor: _____

Miscellaneous instructions regarding the agreement between Mott, ("Mott") and Contractor:

SAMPLE 3
Mott Community College
Agreement with Independent Contractor

Date:

Parties: **Mott Community College** of Flint, Michigan (Mott)

And: **[Name of Contractor]** (the Contractor)

Agreement:

1. Engagement

Mott engages the Contractor to provide the services described in the schedule, item 1.

2. Term

Mott engages the Contractor for the following contract period described in the schedule, item 2.

3. Price and payment

- A. The Contractor will provide the services for the price specified in the schedule, item 3(a).
- B. Mott will pay the Contractor as set down in the schedule, item 3(b) on receipt of an invoice in a form acceptable to Mott.

4. Contractor's obligations

- A. The Contractor agrees with Mott:
 - 1. to perform its obligations under this agreement in a competent and professional manner and to ensure that all staff employed by the Contractor to carry out the work are appropriately qualified, skilled and supervised;
 - 2. to ensure its staff devote sufficient time and attention to the services so that the services are provided or the contract completed in a timely manner in accordance with Mott's requirements;
 - 3. to comply with any reasonable requests by Mott in relation to the provision of the services;
 - 4. to accept responsibility for all matters in connection with the employment of its staff including any insurance required by the State of Michigan; and
 - 5. at its own expense in executing its obligation under this agreement to comply with all such state and federal legislation including regulations and by-laws and all local government requirements which apply to it in the performance of this agreement.
- B. The Contractor shall carry out its obligations in accordance with the time frames specified in item 4 of the schedule.
- C. Where the Contractor requires access to Mott premises, access will be available during the hours when Mott is normally open or at such other reasonable times agreed by the parties, unless specific access arrangement are specified in the schedule, item 4(b).
- D. When accessing Mott's premises, the Contractor agrees to comply with the policies of Mott, including those in relation to occupational health and safety and any reasonable directions of Mott.

5. Indemnity

The Contractor indemnifies Mott against all claims, demands, charges or expenses made against or incurred by Mott as a result of any breach by the Contractor of this agreement or the negligent performance or failure to perform any term or condition of this agreement.

6. Insurance

- A. The Contractor must take out and maintain public liability insurance during the contract period. The policy must cover Mott for an amount of not less than the amount stated in the schedule, item 5(a).
- B. If required by Mott, the Contractor must hold products liability and professional indemnity insurance in the amount stated in the schedule, item 5(b).
- C. The Contractor must provide proof of maintenance of the above policies of insurance to Mott on request.

7. Confidentiality

The Contractor must keep confidential and ensure its employees, agents and contractors keep confidential all information provided by Mott to the Contractor in connection with this agreement and all information.

8. Ownership

If the Contractor in performing this agreement creates or produces data, information, reports, objects or other materials which may be subject to copyright or other intellectual property rights those materials are owned by Mott as and when they are created or produced. The Contractor agrees to supply Mott with all such data, information, reports, objects or other materials by no later than the completion of the agreement (along with any other material belonging to Mott).

9. Termination

Mott may terminate this agreement by notice in writing to the Contractor if the Contractor is in breach of a term or condition of this agreement and the breach is not remedied within 14 days of service on the contractor of a written notice specifying the breach and requiring it to be remedied. Such termination will be without prejudice to any right or action Mott may have against the Contractor.

10. No assignment

This agreement cannot be assigned without the consent of the other party.

11. Relationship

Nothing in this agreement constitutes a relationship of partnership or of employer and employee between the parties and the parties expressly deny any such relationship.

12. Law and Jurisdiction

The laws of the State of Michigan govern this agreement.

SIGNED by the parties the day and year written above.

SCHEDULE

ITEM

- 1 (Clause 1)
- Services
- 2 (Clause 2)
- Commencement Date
- Completion Date
- 3 (Clause 3)
(a) – Price \$
(b) – Payment – (Delete inapplicable)
 - By one installment of \$_____ on satisfactory completion of the work;
 - By installments of \$_____ as and when the work is completed to Mott's satisfaction;
 - By installments of \$_____ on production of invoices and satisfactory evidence of the work being carried out.
- 4 (Clause 4)
(a) – Time requirements *(if applicable)*
(b) – Specific access arrangements *(if applicable)*
- 5 (Clause 5)
(a) – Contractor's public liability insurance amount Minimum of \$_____
(b) – Products liability Yes/No – If Yes \$_____
-- Professional indemnity insurance Yes/No – If Yes \$_____

SIGNED BY

An authorized officer, for and on behalf of

Mott Community College

Name

Title

Date

SIGNED BY

An authorized officer, for and on behalf of

(The Contractor)

Name

Title

Date

Sample 4
May be used on one day engagements
Mott Community College
Consultant Service Agreement

Name of Consultant _____

Mailing Address _____ Department Name: _____
_____ Department No: _____

PART I – TERMS OF AGREEMENT (Specify services to be provided, purpose, dates, times and consultant qualifications – attach additional sheet if necessary.)

ESTIMATED CONSULTANT FEES FOR SERVICES TO BE RENDERED (Complete **prior** to services.)

Honorarium/Consultant Fee	\$ _____
Per Diem Expenses	\$ _____
Or	
Actual Living Expenses	\$ _____
Travel	\$ _____
ESTIMATED TOTAL EXPENSES	\$ _____

Signature of Department Manager Date

Signature of Vice President Date

PART II – CONSULTANT INVOICE (Complete after services have been rendered.)

Honorarium/Instructional Fee	\$ _____
Per Diem Expenses	\$ _____
Or	
Actual Living Expenses *	\$ _____
Travel *	\$ _____
TOTAL	\$ _____

*ATTACH RECEIPTS

PART III – STATEMENT OF COMPLETION (Complete after services have been rendered.)

I/we hereby attest satisfactory completion of the services in accordance with the agreement terms as set forth above.

Signature of Consultant Receiving Payment
Date _____

Signature of Mott Representative
Date _____

Sample 5
Independent Contractor with Student Contact

**SERVICES CONTRACT
WITH INDEPENDENT CONTRACTOR**

This Services Contract ("Contract") is by and between the undersigned Independent Contractor ("Contractor") and Mott Community College ("Mott"), each a party and collectively the "Parties."

PREAMBLES

WHEREAS, Mott is organized and operated as a Community College under Part 7 of the Michigan Revised School Code and has the powers, authority and duties specified therein, including the authority to engage independent contractors to carry out its powers, pursuant to Section 601a(1)(d) of the Revised School Code; and

WHEREAS, Mott is engaged in providing public educational services, including vocational education programs, special education programs, and related services, and desires to engage Contractor to provide certain services hereafter described in connection with Mott's programming and service delivery; and

WHEREAS, Contractor represents that it has the expertise, training, capacity and qualifications to perform these services.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

ARTICLE I
DESCRIPTION OF CONTRACTOR SERVICES

1.1 **Description of Services.** Contractor shall provide to Mott the services set forth in Appendix A, including but not limited to the employment and supervision of all incidental business and administrative supervisory and support staff, and all personnel, equipment, supplies and other items, necessary to render such services (collectively the "Services"). Appendix A may, from time to time be amended by agreement of the Parties.

1.2 **Services Personnel.** Contractor shall furnish to Mott the names of all primary personnel to be utilized by Contractor in connection with the performance of the Services. Personnel assigned by Contractor to perform Services for Mott shall be experienced, fully qualified and certified or licensed as or when legally

necessary to perform the Services pursuant to and in conformance with the provisions of the Michigan Revised School Code. Contractor represents that it has secured any necessary licenses, approvals and regulatory authorizations to provide the Services.

1.3 **Standard of Services.** Contractor shall be responsible that the individuals which Contractor assigns to perform Services for Mott adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.

1.4 **Background Checks.** Contractor shall not assign any employee or agent to perform Services without first conducting employment reference checks and any legally required criminal background checks, and reviewing the results of the same with Mott. Mott reserves the right to refuse the assignment of any employee of Contractor to render Services where the employment or any criminal record history or employment references for that individual (including any pending criminal charges) indicate, in Mott's judgment, unfitness to perform Services.

1.5 **Compliance with Policies.** The individuals which Contractor assigns for Services to Mott under this Contract shall abide by those policies of Mott which are applicable to performance of Services under this Contract including, but not limited to, policies pertinent to:

- A. Child abuse and neglect reporting;
- B. Sexual harassment;
- C. Confidentiality of student records and student record information;
- D. Communicable diseases;
- E. Alcohol/controlled substance possession and use;
- F. Copyright; and
- G. Non-discrimination

At the inception of this Contract, a copy of the above policies will be provided to Contractor by Mott.

ARTICLE II

RELATIONSHIP OF PARTIES

2.1 **Independent Contractor.** In the provision of Services, Contractor shall be regarded at all times as performing Services as an independent contractor of Mott. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Contract and Mott shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing Services.

2.2 **Not Mott Employees.** The Parties intend that an independent contractor relationship exist between Contractor and Mott, and that nothing in this Contract shall be construed as being inconsistent with that status and relationship. All individuals which Contractor assigns for Services to Mott shall be employees of Contractor, and shall never be considered as employees or individual agents or contractors of Mott for any purpose. No such Contractor employees or agents are entitled to any of the rights, compensation or other benefits which Mott may provide to its own employees.

2.3 **Contractor as Employer.** Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services. Contractor shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom Contractor utilizes in connection with providing Services.

2.4 **Employment Claims to Contractor.** Contractor shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of Contractor employees designated by Contractor to perform the Services.

- (a) These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by Contractor employees in connection with this Contract.
- (b) All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of Contractor.

2.5 **Non-Exclusive Services.** Mott does not agree to use Contractor exclusively for the provision of Services or otherwise. It is understood and acknowledged that Mott is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the Parties under this Contract.

2.6 **Contractor Taxation Responsibilities.** Contractor shall be responsible for any taxation consequences to it or its employees as a result of Contractor engagement under this Contract. Contractor shall be responsible, as legally required, to report as income its compensation

received from Mott. Contractor shall make, on behalf of itself and its employees, including its employees performing Services, all requisite tax filings and payments to the appropriate federal, state, and local tax authorities. No part of compensation to Contractor under this Contract shall be subject to withholding by Mott for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify and hold Mott harmless from any and all such claims.

ARTICLE III

TERM OF CONTRACT AND EARLY TERMINATION

3.1 **Term.** This Contract shall commence on as of the effective date set forth in Appendix A and remain in full force and effect until the expiration date set forth in Appendix A.

3.2 **Early Termination.** This Contract may be terminated for any reason during its term by either Party upon thirty (30) days written notice to the other Party. In the event that this Contract is terminated during its term pursuant to this provision, Mott will pay Contractor for Services provided up to and including the date set for early termination. Any funds remitted by Mott to Contractor in excess of the pro-rata charges for Services provided by Contractor up to and including the date set for early termination will be returned to mott by Contractor. Any such amounts owed by either Party to the other shall be paid within thirty (30) days of the date set for early termination of this Contract.

3.3 **Survival of Certain Terms.** Sections 2.4, 2.6, 5.1 and 6.1 of this Contract survive the expiration or termination of this Contract for any reason.

ARTICLE IV

INVOICE AND PAYMENT

4.1. **Compensation and Payment.** In consideration of the Services provided to Mott by Contractor under this Contract, Mott will pay Contractor for Services on the basis and at the rate of Compensation ("Compensation") as specified in Appendix B.

4.2 **Invoice Procedure.** Contractor shall submit to Mott on the periodic basis, as set forth in Appendix B, an invoice setting forth all applicable charges for the billing interval, itemized generally for Services performed during such period.

- (a) Mott will remit payment on undisputed invoices within thirty (30) days of receipt.

- (b) If Mott disputes the accuracy of any invoice delivered by Contractor, Mott shall, within thirty (30) days of receipt, deliver a written notice and explanation of such dispute to Contractor. Contractor shall meet with Mott to review the invoice and account within ten (10) business days.

4.3 **Contractor Services Costs.** Contractor shall have sole and exclusive responsibility for the following costs and charges attributable to the persons (i.e., who are Contractor employees) Contractor assigns to perform Services:

- (a) All wage and salary compensation.
- (b) All required statutory or contractual pension and retirement contributions.
- (c) All applicable state and federal employment taxes and FICA.
- (d) All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by Contractor's employees or agents pursuant to this Contract.
- (e) All applicable premium costs for insurance coverage and programs applicable to Contractor's personnel.
- (f) All expenses whether out-of-pocket or overhead, in providing Services

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** Except as hereafter provided in this Article, Contractor shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of Contractor employees, agents, or sub-contractors in connection with the performance of Services. Contractor shall defend and indemnify Mott from any and all such claims and/or judgments resulting from such acts or omissions, except for liability for damages which result from the sole negligence or willful misconduct of Mott or its employees or agents.

5.2 **Workers' Compensation.** Contractor shall procure and maintain in full force and effect workers' compensation insurance covering its employees while those persons are engaged in performing Services. In the event that a claim is filed under the provisions of the Michigan Workers' Compensation Disability Act against Mott by an employee or agent of Contractor performing Services, Contractor shall defend and hold harmless Mott from such claim(s).

5.3 **Minimum Insurance.** Contractor shall carry comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage in a form

mutually acceptable to both Parties to protect Contractor and Mott against liability or claims of liability which may arise out of Contractor provision of Services under this Contract. In addition, Contractor agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by Mott shall be excess and non-contributory. Contractor shall cause Mott, and its officers, agents and employees, to be named of as additional insured under said policy.

5.4 **Insurance Certificates**. Contractor shall provide Mott, upon request by Mott, with certificates evidencing all coverages and endorsements required hereunder. Failure of Mott to make such request shall not affect Mott rights under this Article.

SECTION VI **CONFIDENTIALITY/COPYRIGHT**

6.1 **Copyright Compliance**. Contractor shall advise Mott of any and all programs or materials used or recommended for use by Contractor to achieve Services goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise Mott and as a result of Contractor use of any such programs or materials under this Contract, Mott is found to be in violation of any copyright restrictions or requirements, or if Mott shall be alleged to be in violation of any such copyright right restrictions or requirements, Contractor shall indemnify, defend and hold harmless Mott against any such actions or claims brought by the copyright claimant.

6.2 **Confidentiality**. Contractor shall observe the policies and directives of Mott to preserve the confidentiality of Mott records and information, including student records and student record information, to the extent that Contractor (its employees and agents) are permitted to access such records or information.

ARTICLE VII **NON-DISCRIMINATION**

7.1 **No Employment Discrimination**. The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status.

7.2 **No Service Discrimination**. The Parties shall not discriminate against any student or other recipient of service under this Contract due to race, color, religion, sex, national origin, or disability in the delivery of Services.

7.3 **Discrimination as Material Breach.** Breach of obligations recited in this Article shall be regarded as a material breach of this Contract.

ARTICLE VIII **MISCELLANEOUS**

8.1 **Non-Assignment.** Neither Party may assign this Contract, nor its rights and duties hereunder, nor any interest herein without prior written consent from the other.

8.2 **Entire Agreement.** This Contract, and any Appendices or exhibits attached hereto or incorporated by reference, constitute the entire Contract between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.

8.3 **Amendments.** None of the terms and provisions of this Contract or its Appendices A and B, may be modified or amended in any way except by an instrument in writing executed by authorized representatives of Contractor and Mott.

8.4 **Non-Waiver.** Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Contract shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Contract, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Contract.

8.5 **Notices.** Any notice or other communications required or permitted under this Contract shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the Party's principal place of business, marked to the attention of the office held by its signatory of this Contract, or such other address or officer of which the Parties may have given notice. Unless otherwise specified herein, notices shall be received (a) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.

8.6 **Severability.** If any provisions of this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected, impaired or prejudiced thereby.

8.7 **Force Majeuer.** Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Contract where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Contract; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of Contractor or Mott.

8.8 **Headings and Titles.** Any Article or Section headings in this Contract are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

8.9 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

8.10 **No Third Party Beneficiary.** Nothing in this Contract shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Contract.

ARTICLE IX **AUTHORIZATION**

9.1 **Signer's Representation.** This Contract has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that s/he is the signatory duly authorized to execute this Contract on behalf of GISD or Contractor, as is respectively applicable.

Mott Community College,

Dated: _____

By: _____

Its: _____

[INSERT NAME OF CONTRACTOR]

Dated: _____

By: _____

Its: _____

Social Security or Federal E.I.N.

APPENDIX A SERVICES

Services are to be provided pursuant to the appending Contract, which shall commerce on _____, and shall expire on _____.

[Add description of Services]

SAMPLE

APPENDIX B COMPENSATION

For example, \$_____ per _____ payable _____ within _____ days of invoice.

SAMPLE

Sample 5
Independent Contractor without Student Contact

**SERVICES CONTRACT
WITH INDEPENDENT CONTRACTOR**

AGREEMENT IS HEREBY MADE between the CLIENT and INDEPENDENT CONTRACTOR set forth below according to the following terms, conditions and provisions:

1. **IDENTITY OF CLIENT.** Client is identified as follows:

Name: Mott Community College
Type Entity: A government unit.
Address: 1401 East Court Steet
City/State/Zip: Flint, Michigan 48503
Business Telephone: (810)

2. **IDENTITY OF INDEPENDENT CONTRACTOR – “IC”.** The Independent Contractor (hereafter “IC”) is identified as follows:

Name: _____
Type Entity: _____
Address: _____
City/State/Zip: _____
Business Telephone: _____
Social Security or Federal E.I.N.: _____

3. **JOB TO BE PERFORMED.** CLIENT desires that IC perform, and IC agrees to perform, the following job:

4. **TERMS OF PAYMENT.** CLIENT shall pay IC according to the following terms and conditions:

5. **REIMBURSEMENT OF EXPENSES.** CLIENT shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. **EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES.** IC shall supply, at IC’s sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax or payroll tax of any kind shall be withheld or paid by CLIENT on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. **NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES.** IC understands that IC is responsible to pay, according to law, IC's income tax. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
9. **FRINGE BENEFITS.** Because IC is engaged in IC's own independently established business, IC is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the CLIENT.
10. **CLIENT NOT RESPONSIBLE FOR WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by CLIENT concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC, and shall provide to CLIENT a certificate of workers' compensation.
11. **TERM OF AGREEMENT.** This agreement shall terminate at 12:01 a.m. on:
_____, 20____
12. **TERMINATION WITHOUT CAUSE.** Without cause, either party may terminate this agreement after giving 30 days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.
13. **TERMINATION WITH CAUSE.** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- a. Material violation of this agreement.
 - b. Any act exposing the other party to liability to others for personal injury or property damage.
14. **NON-WAIVER.** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **NO AUTHORITY TO BIND CLIENT.** IC has no authority to enter into contracts or agreements on behalf of CLIENT. This agreement does not create a partnership between the parties.

16. **DECLARATION BY INDEPENDENT CONTRACTOR.** IC declares that IC has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this agreement.
17. **HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address state herein by giving notice of the change in accordance with this paragraph.
18. **ASSIGNABILITY.** This agreement may be assigned, in whole or in part, by IC. IC shall provide written notice to CLIENT before any such assignment.
19. **CHOICE OF LAW.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Michigan.
20. **ENTIRE AGREEMENT.** This is the entire agreement of the parties.
21. **SEVERABILITY.** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. **AMENDMENTS.** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

Vice President./Department Director – Mott Community College

Witness

Independent Contractor

Witness

Date: _____