



## Center for Workforce Development - Memorandum of Understanding (Independent Contractor)

This Memorandum of Understanding (“MOU”) is for contracted services as defined below, entered into by and between the **East Central College, Center for Workforce Development**, hereinafter called the College, and **Instructor Name** herein called Contracted Individual. The parties mutually agree to the following:

1. Contracted Individual will not be classified as an employee of East Central College for the scope of this MOU. Contracted Individual understands that this agreement is separate from any other employment arrangement with East Central College and that he/she is acting as an independent contractor for the East Central College Center for Workforce Development. Contracted Individual also understands that income earned and associated with this agreement will be reported to the Internal Revenue Service.
2. Contracted Individual shall provide the “Scope of Work” as set forth below and/or based on project/course objectives.

<b>Course Name:</b> <b>Description:</b>  <b>CWD Department:</b> <b>Start Date:</b> <b>Day(s):</b> <b>Minimum Students:</b> <b>Number of Sessions:</b>	<b>Client Name:</b> <b>Location/ ECC Room:</b>  <b>GL Number:</b> <b>End Date:</b> <b>Time:</b> <b>Maximum Students:</b> <b>Special Notes:</b>
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3. Services shall be provided on the College premises or at such other location(s) as may be necessary at such times as shall be subsequently and mutually agreed to. Contracted Individual agrees to comply with College policies and procedures as well as the policies and procedures of any designated worksite. In addition, Contracted Individual agrees to:
  - Maintain the highest level of professionalism in order to maintain and build collaborative relationships on behalf of the Center for Workforce Development.
  - If requested, meet with potential clients and assess training/consulting needs.
  - Assure that the training/consulting being facilitated successfully meets the needs of the client.
  - Document and immediately report any concerns regarding the effectiveness of the training/consulting to the Center for Workforce Development.
  - Submit training/consulting evaluations to the Center for Workforce Development upon completion of the training.
4. Contracted Individual, in his or her capacity under this MOU, shall have access to information and materials needed to successfully provide services as outlined in the Scope of Work and same shall be provided by the College. All curriculum developed in association with this agreement is the property of the East Central College, Center for Workforce Development.
5. As defined in the Scope of Work, services shall commence on the “Start Date” and shall be ongoing until the “End Date”, unless cancelled earlier by either party to the MOU. Either party may terminate this MOU with a written 30-day notice to the other party.

6. Payment for the Scope of Work shall be in the amount as defined, except that if either party terminated the MOU prior to its end date, Contracted Individual shall only be paid for work performed up to the date of termination. The College shall pay Contracted Individual as an independent contract. The following procedures apply to the payment:
- Upon satisfactory work completion, Contracted Individuals must request payment within 14 days by submittal of the attached "Contracted Individual Invoice".
  - Payment will be processed based on the invoice submitted.
  - Payment will be issued no later than 30 days after receipt of invoice.
  - A signed W-9 must be on file.
  - Copy of a current driver's license on file.
  - Independent Contractor will complete [Form W-9 \(Rev. October 2018\) \(irs.gov\)](https://www.irs.gov/forms-pubs/getform-w9)
  - College will report income associated with this MOU to the Internal Revenue Service via a 1099.
  - There will be no travel reimbursement associated with this agreement.
  - Additional expenses incurred for this training project must be approved by the Center for Workforce Development Executive Director.

Scope of Work Payment Schedule			
Dates	Hours	Rate	Total
Total			

**Signatures of Authorization for Agreements less than \$500**

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
 CWD Project Coordinator Date

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
 Executive Director of Center for Workforce Development Date

**Signature of Authorization for Agreements \$500-\$2000**

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
 Vice President of External Relations Date

**Signature of Authorization for Agreements Greater than \$2000**

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
 College President Date

**Notes:**



## Contracted Individual Invoice

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_

Last four of SSN: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Description: \_\_\_\_\_

Instructor hereby attests that she has met the terms of the Memorandum of Understanding referenced above, and requests payment in the amount of \$\_\_\_\_\_, as defined by the executed Memorandum of Understanding.

\_\_\_\_\_  
Contracted Individual Signature/Date

\_\_\_\_\_  
Contracted Individual Print Name/Date