

# Independent Contractor Agreement



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THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into as of the date set forth below (the "Effective Date") by and between Rocky Mountain College ("RMC") and the undersigned independent contractor ("Contractor").

- 1. Description of Services.** Contractor agrees to provide the services described in Appendix A to RMC (the "Services") in accordance with the terms and provisions of this Agreement and any additional terms and/or provisions set forth in Appendix A.
- 2. Term.** This Agreement shall terminate on the date of termination set forth in Appendix A.
- 3. Compensation.** Contractor shall be compensated by RMC as described in Appendix A.
- 4. Independent Contractor Status.** The parties acknowledge and agree that: (i) Contractor is an independent contractor; (ii) this Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between RMC and Contractor; (iii) RMC shall not control or direct the manner or means by which Contractor performs Contractor's work; (iv) Contractor is offering similar services to other persons during the term of this Agreement and Contractor is not working exclusively for RMC; (v) Contractor shall determine the number of days and hours of Contractor's work and shall be solely responsible for the wages, fringe benefits, work schedules, and work conditions of Contractor's partners and/or employees, if any; and (vi) Contractor shall not be entitled to any employee benefits whatsoever from RMC. Contractor shall have no authority to bind, obligate or commit RMC by any promise or representation without the prior written approval of RMC.
- 5. Permits; Taxes; Insurance.** Contractor shall be responsible for and pay all costs of conducting Contractor's business, including but not limited to the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. Contractor shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any amounts paid to Contractor hereunder. Contractor shall be solely responsible for obtaining appropriate liability and workers' compensation insurance covering Contractor and Contractor's partners, agents and/or employees, if any. Contractor shall indemnify RMC and hold it harmless from paying any such business costs or taxes.
- 6. General.** This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This Agreement shall be governed by and construed under the laws of the State of Montana, without regard to its choice of law rules. The parties agree that Yellowstone County, State of Montana, shall be the exclusive forum for any action brought under this Agreement. The waiver by RMC of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Today's Date: \_\_\_\_\_

ROCKY MOUNTAIN COLLEGE

CONTRACTOR: \_\_\_\_\_

Vice President

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

U.S. Citizen  U.S. Resident Alien  Non-Resident Alien

# Independent Contractor Agreement Appendix A



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- 1. Date of Termination.** This Agreement shall terminate on: \_\_\_\_\_.
- 2. Compensation.** Contractor's sole compensation for all services rendered pursuant to this Agreement shall be:  
  
\_\_\_\_\_
- 3. Services**  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Today's Date: \_\_\_\_\_

ROCKY MOUNTAIN COLLEGE

Vice President

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

# Independent Contractor Agreement Instructions for Using Independent Contractor Forms



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These procedures are for dealing with individuals from outside the campus who provide services to the College. Rocky Mountain College determines who falls under the independent contractor classification.

(See next page for “Independent Contractor versus Employee”)

## What do we need before the independent contractor begins work for RMC?

- A. The following three documents must all be signed by the independent contractor before beginning the job. The appropriate Vice President will sign on behalf of RMC. (All forms can be found at the Business Office webpage.)**

***1. Independent Contractor Agreement (Page 1 of this packet)***

This describes the general conditions and responsibilities of the independent contractor and the College. It also establishes that the contractor is indeed an independent contractor and not an employee of the College.

***2. Appendix A to the Independent Contractor Agreement (Page 2 of this packet)***

Appendix A defines the termination date of the agreement for services, the amount of compensation, and the work to be performed under the agreement. One Appendix A must be used with each independent contractor agreement.

The Physician Assistant Program Preceptor version of Appendix A spells out certain responsibilities in more detail and are used only for the services identified in the name of the Appendix.

The general-use Appendix A is mostly blank. It is used with all other independent contractor agreements. Be sure to specify carefully the services you expect the contractor to provide.

***3. Form W-9***

- B. Most independent contractors need to provide two insurance-related documents (not needed from preceptors, student teaching mentors, guest speakers, or officials):**

- 1. A state-authorized Independent Contractor’s Exemption Certificate**, which exempts only the contractor (not his employees, if he has them) from having workers compensation insurance. If he doesn’t have the certificate, he needs proof of his own worker’s comp insurance.
- 2. If there is any conceivable risk of injury, a currently valid certificate of liability insurance with RMC named as an additional insured.** The contractor requests his insurance company to send this directly to RMC. With small independent contractors, it is important to verify that the liability coverage is in effect until the job is completed; it is not unknown for them to have the certificate of liability insurance sent, and then cancel the insurance shortly after that.



### **How can we extend the time the independent contractor works for the college?**

After the original independent contractor agreement expires, a new independent contractor agreement and Appendix A must be completed and signed.

### **What if the independent contractor wants to use his/her standard contract?**

This is common with performers. Use both. A Vice President can sign the independent contractor's contract, and they can sign our independent contractor agreement as well.

### **Are there individuals who don't need to sign the agreement?**

Yes.

- Referees are contracted on a game-by-game basis and have the required insurance coverage from his/her association.

### **Distinction between Independent Contractors and Employees**

The IRS has many regulations covering this topic, and Montana has its own different version. The basic gist is that independent contractors do or could do the same work for other parties, use their own equipment, and decide what, how and when to do the job. An employee is subject to the employer's requirements as to when, where and how. Also, an independent contractor has a predefined termination date, while most employees do not.

Montana leans heavily towards calling people employees to assure that worker's compensation insurance is provided.

Employees are paid through Human Resource Action Requests; independent contractors will generally invoice for their services. Payment to independent contractors is authorized by a check request prepared and signed by the department using their services.

**All independent contractors need to sign an independent contractor agreement with the College.**



***Employee? Independent Contractor? Examples at RMC***

*Physician's Assistant, OTD, and DMSc Programs* – patient models and adjuncts are employees; preceptors and guest speakers are independent contractors

*Master's of Educational Leadership and Education* – supervisors are employees; mentors are independent contractors (both M.Ed. mentors and student teaching mentors)

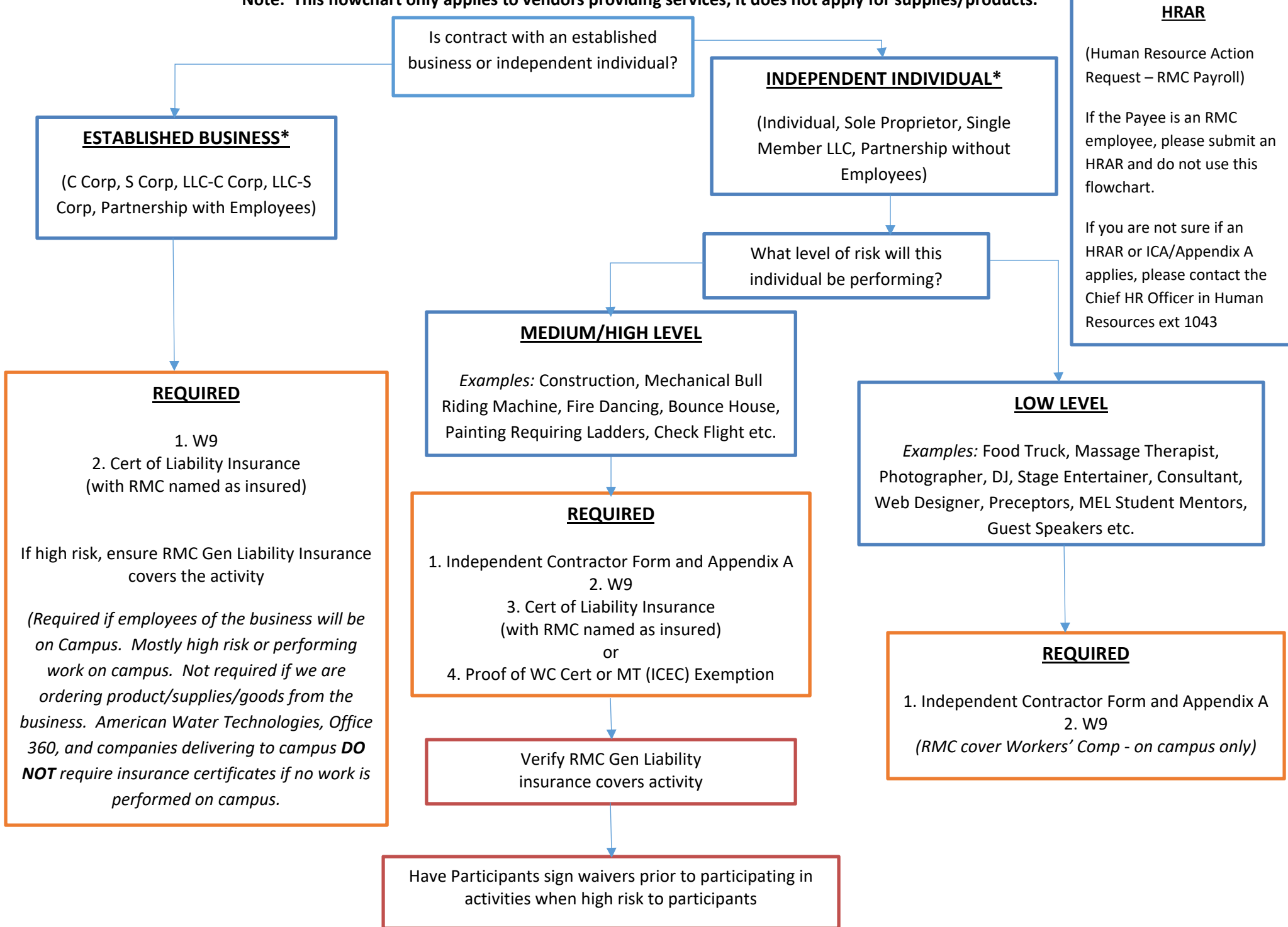
*Aviation* – flight check personnel and spin plane trainers may be independent contractors if they qualify; otherwise they are employees

*Equestrian* – farriers and vets are independent contractors if they qualify; event judges are generally independent contractors

*Repairs, Maintenance, etc.* – piano tuners, tree trimmers, electricians, plumbers, carpet installers, and people who repair equipment are generally independent contractors, if not on-staff

*Events* – performers, speakers, lighting and sound people, talent show judges, massage therapists, and ice-climbing instructors are independent contractors

**Note: This flowchart only applies to vendors providing services; it does not apply for supplies/products.**



\* Established Business and Independent Individual classifications are defined by Rocky Mountain College.