# CONTRACT

**Between**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Contract made and entered by and between \_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_; and \_\_\_\_\_\_\_\_ (hereinafter the "Contractor"),located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; (XXX) XXX-XXXX; email. Together hereinafter referred to as "the Parties."

**Whereas, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby contracts with \_\_\_\_\_\_\_\_\_\_\_\_\_, and the Parties do mutually agree that:**

1. **TERM**

This Contract shall be in effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless otherwise terminated as provided herein below.

1. **PURPOSE**

\_\_\_\_\_\_ hereby contracts with the Contractor in Nebraska for the purpose of providing local community work related to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_initiative and the \_\_\_\_\_\_\_\_\_\_\_\_ Community Work Plan.

1. **SCOPE OF SERVICES**

The Contractor agrees to\*:

\*See Essential Duties and Responsibilities listed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ job description for specific information.

1. **CONSIDERATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to pay the Contractor a rate of $\_\_\_\_ per hour, up to \_\_\_\_hours per week for services under the terms of this Contract, with the maximum amount of this Contract to not exceed $\_\_\_\_\_\_\_\_\_\_\_\_.

Other expenses such as lodging, mileage (current federal mileage rate) for attending special meetings or trainings, and meals required to perform the work may be reimbursable expenses and will be paid in a manner that conforms to Fiscal Agent policy. Approval is required by \_\_\_\_\_\_\_\_\_ prior to the Contractor incurring such expenses. No other charges may be submitted under the terms of this Contract without prior approval and agreement of SC4K. Expenses will be paid once a month upon submission of the original itemized expense receipts with the billing invoice and should be included as a separate line item on the monthly invoice.

Payment is subject to the completion of the activities/work to be performed as it pertains to the agreed Scope of Services and upon receipt and acceptance of an invoice submitted by Contractor on usual billing form or letterhead as specified in the Invoicing and Payment Schedule provision contained in this Contract.

1. **INVOICING AND PAYMENT SCHEDULE**

The Contractor will submit monthly invoicing, due by the \_\_\_ of every month, for reimbursement that includes dates, number of hours worked, and a brief description of activities/work completed as it pertains to the agreed upon Scope of Services. Submit invoices to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **TERMS AND CONDITIONS**
2. The Contractor agrees to maintain complete records regarding the expenditures of funds provided \_\_\_\_\_\_\_\_\_ under this Contract and to allow free access at reasonable times by duly authorized representatives of \_\_\_\_\_\_\_ to such records for the purposes of making audits, examinations, excerpts, transcripts and verifications or program evaluations as \_\_\_\_\_\_\_\_ deems necessary concerning this funding. Such access to records by \_\_\_\_\_ shall continue beyond the termination date of this Contract for a period of three (3) years.
3. Any materials produced in performance of this Contract are the property of \_\_\_\_ and shall be turned over to \_\_\_\_\_\_ upon request.
4. The Parties agree that the Assignment will be performed as an independent contractor and that therefore, Contractor will not be entitled to any employee benefits from \_\_\_\_\_ including, without limitation, insurance, vacation, sick pay, cell phone stipend, internet stipend, mileage to and from \_\_\_\_\_\_\_\_ unless prior approval is granted, social security, disability, profit­ sharing, or retirement benefits. Contractor will be solely responsible for all Contractor's tax obligations. Fiscal Agent will provide Contractor with a 1099 tax form for any earnings Contractor receives hereunder in any calendar year. Contractor agrees to comply with all applicable federal, state and local laws governing self-employed individuals.
5. The manner, hours and location of Contractor's performance of the Assignment shall be in Contractor's sole discretion and control as long as the essential duties and responsibilities in the job description and \_\_\_\_\_\_ community work plan are fulfilled for the designated funding area of \_\_\_\_\_\_\_\_\_\_, Nebraska. \_\_\_\_\_ warrants that the compensation provided for herein shall be given directly or indirectly to Contractor.
6. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this Contract under any program or activity.
7. The Contractor shall not publish, disclose or make known data collected on clients or organizations in services of this Contract without written permission of \_\_\_\_\_\_\_\_\_\_.
8. The Contractor agrees that any and all information regarding individual consumers of services gathered in the performance of this Contract, either independently or through \_\_\_\_\_, shall be held in the strictest confidence and shall be released to no one other than \_\_\_\_\_\_ and Nebraska Children and Families Foundation, without the prior written authorization of \_\_\_\_\_\_\_, provided, that contrary Contract provisions set forth hereinabove shall be deemed to be authorized specific exceptions to this general confidentially provision.
9. Statement on Diversity and Inclusion:

\_\_\_\_\_\_ respects, values, and celebrates the unique attributes, characteristics and perspectives that make each person who they are. \_\_\_\_\_\_ also believes that bringing diverse individuals together allows us to collectively and more effectively address the issues that face our communities. It is our aim, therefore, that our partners, strategies, and investments reflect these core values.

\_\_\_\_\_\_ believes that population diversity is a fundamental strength of our state. \_\_\_\_\_\_\_ believes that the board and staff composition of our contractual partners should reflect the full range of population characteristics within communities served, and that leadership at the board and senior staff levels include diverse perspectives in decision-making impacting life outcomes for individuals and families affected by those decisions. Therefore, we encourage our grantees and subcontractors to make leadership diversity an important goal of their organization.

Specifically, we encourage all recipients of \_\_\_\_\_\_\_\_ funds to create and practice an organizational Diversity Statement or similar policy adopted by their boards. In addition, we may ask that funding applicants or prospective subcontractors of \_\_\_\_\_\_\_\_\_ funding provide demographic data on board and staff as well as clients/beneficiaries of a project.

1. If Contractor fails to fulfill, in a timely and proper manner, his/her obligations under this Contract or if Contractor shall violate any of the terms of this Contract, \_\_\_\_\_\_ shall have the right to terminate this Contract immediately and to withhold payment in excess of fair compensation for work completed.
2. The Contractor assures \_\_\_\_\_\_\_ that they have and will maintain a Drug-Free Workplace.
3. This Contract may be modified only by written amendment executed by both parties through \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, Nebraska. Either party hereto may request a modification of this Contract upon submission of written notice to the other party at least ten (10) days prior to the effective date of change. Both Parties must agree to the modification.
4. \_\_\_\_\_\_ agrees that they will not use any of the materials developed by Contractor for their own consulting nor will \_\_\_\_\_\_\_ represent materials developed by Contractor as their own work or product, except in conjunction with this Contract.
5. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Contract. \_\_\_\_\_\_\_ hereby reserves a royalty-free, non­ exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
6. The Contractor agrees not to assign or transfer any interest, rights or duties in this Contract to any person, firm or corporation without prior written consent of \_\_\_\_\_\_\_\_\_.
7. The Contractor shall not subcontract any portion of this Contract without prior written consent of \_\_\_\_\_\_\_ in the performance of this Contract.
8. Due to possible future reductions in Communities for Kids/Communities for Kids + private funding, \_\_\_\_\_\_\_ cannot guarantee the continued availability of funding for this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable either in full or in part due to unforeseen reductions, \_\_\_\_\_\_\_\_ may terminate the Contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered in person (or via certified mail with proof of delivery receipt). \_\_\_\_\_\_\_\_\_ shall be the final authorities as to the availability of funds. The effective date of such Contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to \_\_\_\_\_\_\_\_\_.
9. This Contract may be terminated at any time upon mutual written consent or by either Party for any reason upon submission of written notice to the other party at least fifteen (15) days prior to the effective date of cancellation. \_\_\_\_\_\_\_ may, at its discretion, terminate the Contract immediately upon written notice, should the Contractor breach this Contract. In the event that either party terminates this Contract, the Contractor shall provide all work in program/completed to \_\_\_\_\_\_\_\_\_\_.
10. Contractor shall have no liability except as specifically provided for in this Contract.
11. The Contractor agrees to indemnify, defend, and hold harmless \_\_\_\_\_\_\_\_\_\_\_ and it’s officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the Contractor's negligence or willful misconduct.
12. Contractor agrees that \_\_\_\_\_\_\_\_\_\_ is not liable for any personal injuries that may occur to Contractor in fulfilling this Contract.
13. Contractor hereby acknowledges that this Contract shall not be construed to create a partnership or joint venture between the Parties and that Contractor is not \_\_\_\_\_\_\_\_\_\_\_\_ and is not authorized to bind or to make any commitments or to accept payments on \_\_\_\_\_\_\_\_\_\_\_'s behalf.
14. Should the Contractor breach this Contract, \_\_\_\_\_\_\_\_ may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. \_\_\_\_\_\_\_\_\_\_ shall pay the Contractor only for such performance as has been properly completed and is of use to \_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_ may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
15. \_\_\_\_\_\_\_\_\_\_ warrants that negotiation for the terms of this Contract as set forth in this Contract occurred through the office(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, Nebraska.
16. The provisions of this Contract are severable, and if any is deemed unenforceable then unenforceable provisions shall be stricken and shall have no effect on the remaining provisions.
17. If any dispute arises over the formation or reciprocal duties and responsibilities in this Contract, \_\_\_\_\_\_\_\_\_\_ and Contractor agree that the law of the State of Nebraska is the law to apply to such a dispute and will be litigated in the courts of the State of Nebraska.

Executed by the Parties or their duly authorized representatives on the dates indicated below.

**FOR** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME DATE

TITLE

**FOR THE CONTRACTOR:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME DATE

 INDEPENDENT CONTRACTOR