

# Contract between Instructor and Cobscook Community Learning Center

\_\_\_\_\_ will offer her/his professional and creative services as a course/program Instructor at the Cobscook Community Learning Center (CCLC). In exchange for services offered, CCLC will compensate the Instructor \$25/hr (see note under "Payment") for actual class time (not preparation time).

CCLC and the Instructor agree to the following terms and conditions:

## **Obligations of Instructor**

- To be competent to teach in your area of study
- Observe CCLC program policies
- Design and plan the course as part of the contract rate
- Show up on time for every class. In case of illness or emergency, Instructor shall give CCLC as much notice as possible to notify students)
- Provide your own tools and equipment, unless other arrangements have been made in advance (student supplies will be incorporated into course fee)
- Reflect CCLC mission and values in course design and delivery
- Communicate all concerns, problems, and successes with CCLC staff
- To be familiar with CCLC facility use guidelines and communicate them to course participants.
- Reflect the CCLC's non-discrimination statement in interactions at the Center.

## **Obligations of CCLC**

- The CCLC shall provide appropriate facility space for programs
- Advertise programs.
- Secure scholarship funds to ensure access to our programs.
- Manage course registration
- Provide reimbursement for required supplies
- Make staff support available to Instructor when requested
- Encourage freedom of expression and be open for input to improve upon our programs
- Facilitate program evaluations and provide feedback and professional support to Instructor

## **Materials**

- Students will be notified of any materials required for the course. Instructor will provide a detailed list of required items plus sources to purchase any specialty items.
- If Instructor provides materials, please consult the CCLC in advance so we may establish materials fees and costs.

## **Payment**

- CCLC will pay Instructor \$25.00 per hour of class time. If less than 6 people register for a course, the CCLC and the instructor, upon mutual agreement, may still offer the course at a reduced rate of payment, equal to 60% of the course fees for that course.
- Instructors are responsible for taxes on income earned from teaching at the CCLC. The CCLC does not withhold taxes, nor does CCLC pay FICA taxes.

**Liability**

The work to be performed under this Contract will be performed entirely at Instructor’s risk, and Instructor assumes all responsibility for the condition of his/her tools and equipment used in the performance of this Contract. Instructor agrees to hold harmless, defend, and indemnify CCLC for all liability or loss arising in any way from the negligence or misconduct of Instructor in the performance of this Contract. Instructor and CCLC agree that Instructor shall be an independent contractor, and not an employee, of CCLC.

**Cancellation**

CCLC may cancel this Contract at any time by ten (10) working days written notice to the Instructor. In addition, if the Instructor fails to comply with the written program policies or reasonable directives of CCLC, materially breaches provisions of this Contract, or for other good cause, CCLC at any time may cancel this Contract immediately and without prior written notice to the Contractor.

**\* Classes may be canceled if the class minimum of (6) students is not reached. Every effort will be made to fill all classes.**

We, the undersigned, hereby agree to the terms and conditions outlined above:

\_\_\_\_\_  
Instructor’s signature

\_\_\_\_\_  
Date

Name (Please Print): \_\_\_\_\_

\_\_\_\_\_  
CCLC Director’s signature  
Alan Furth

\_\_\_\_\_  
Date

**Non-Discrimination Statement**

The CCLC reflects the diversity of the people of the Cobscook region and celebrates the diversity of all people. We do not discriminate against current or prospective participants and employees on the basis of race, color, national or ethnic origin, sex, sexual orientation, religion, marital status, age, or disability.

