



AMVETS Ladies Auxiliary Department of Michigan

## **DEPARTMENT EXECUTIVE SECRETARY**

### **Statement of Work and Independent Contractor Agreement**

The Executive Secretary will serve as a contract position ("Contractor") for the AMVETS Ladies Auxiliary Department of Michigan ("Organization").

#### **Scope and Services:**

1. Prompt and accurate responses to calls and emails from members across the State, as well as representatives from our national headquarters and outside organizations.
2. Timely resolution of organization inquiries and issues.
3. Appropriate reporting of inquiries and issues to Department Officers or the Department President.
4. Accurate and timely processing of Dues and Remittance forms.
5. Distribution of membership cards to local auxiliaries (acceptable time frame is 10 days from receipt of accurate and complete dues & remittance forms).
6. Copy revalidation form for insert into the March Convention Digest.
7. Develop the annual budget with Department Treasurer for presentation and approval at the Department Convention. Appropriate reporting of revenue and expenses to the Treasurer.
8. Management of the Department newsletter and mailing list.
9. Document State Executive Committee (SEC), Executive Board and Department Convention meetings with timely minutes.
10. Provide administrative support of Convention and Fall Conference including preparing and ensuring distribution of the Convention Digest as well as:
  - a. Attendee books/materials,
  - b. Agendas
  - c. Instructor or other presentation materials
  - d. Name badges
  - e. Certificates for Honors & Awards

- f. Any other Department forms required to confirm Auxiliary membership
- g. Storage and light maintenance of all department equipment, including file cabinets, copy machine, printers, etc.

### **Adherence to AMVETS Ladies Auxiliary Code of Ethics:**

The person holding this contract will be expected to adhere to the Code of Ethics and Disciplinary guidelines as outlined by the National AMVETS Ladies Auxiliary. Unless otherwise notified of a change, the dress code while attending Department of Michigan or National functions will be as outlined in the Michigan AMVETS Ladies Auxiliary Bylaws.

### **Expenses**

Expenses related to the operation of the office of Department of Michigan Executive Secretary will be budgeted and /or approved including lodging and mileage for attendance at the annual Department Convention and in-person State Executive Committee (SEC) meetings.

### **Compensation:**

Compensation will be \$5000 (five thousand dollars) distributed in five (5) equal payments annually.

### **Relationship between you and Organization:**

You understand you are an independent contractor in the performance of each and every part of this contract, and that you are not an employee of the AMVETS Ladies Auxiliary of Michigan or any related entity for any purpose. Nothing contained in this Agreement should be construed to be inconsistent with your status as an independent contractor nor to create or infer employment relationship between the parties. The AMVETS Ladies Auxiliary of Michigan shall have no responsibility for withholding, payment or reporting of any payroll taxes (including, but not limited to, federal, state, local, FICA, FUTA and unemployment taxes) or workers' compensation coverage on account of any services performed or compensation received by you under this Agreement.

Please provide a social security number or tax ID number for record keeping purposes. You will be issued a 1099 form for hours worked in each calendar year.

## **Duration and Termination of Agreement:**

This Agreement shall become effective on the date it is signed by contractor and countersigned by the authorized AMVETS Ladies Auxiliary representative and shall be reviewed on or before June 30 annually and remain in effect until terminated by either party. Either party may terminate this Agreement at any time, with or without cause by giving the other party ten (10) working days written notice.

## **Indemnification**

AMVETS Ladies Auxiliary Department of Michigan agrees that if you face a legal claim from a Client based upon services performed under this Agreement on behalf of the Department, AMVETS Ladies Auxiliary Department of Michigan will indemnify, defend and hold you harmless against any such claims. "Claims" means losses, actions, liabilities, damages, expenses and reasonable attorneys' fees and court costs.

## **No Assignment**

You and the Organization agree that this Agreement is unique and cannot be assigned by either party without written consent of the other.

## **Severability and Jurisdiction**

If any provision of this Agreement is determined by a court of law with jurisdiction over this matter to be inoperative or invalid, such provision shall be deemed modified to eliminate the inoperative or invalid portion to the extent enforceable. If it is not possible to modify any such provision, it shall be deemed to be eliminated from this Agreement. It is the intent of the parties that the remaining portions of this Agreement shall be deemed valid and operative. The laws of the State of Michigan shall govern the interpretation of this Agreement and any claims filed under this Agreement shall be filed in a District Court in Kent County, Michigan, Kent County Circuit Court, or the District Court-Western District of Michigan, regardless of where the parties may reside at the time.

## **Entire Understanding:**

This Agreement and its attachments constitute the entire agreement between the contractor and AMVETS Ladies Auxiliary Department of Michigan with respect to the matters contained herein and can be changed only by written

agreement between both parties. This Agreement shall replace and supersede any prior agreements or understandings between the parties, whether written or oral. Any modification of this Agreement must be made in writing and signed by the contractor and the Organization.

**Attorney Fees:**

If any action is required to collect any amounts due under this Agreement, AMVETS Ladies Auxiliary Department of Michigan will be entitled to recover all costs and expenses, including reasonable attorney's fees, whether or not suit is initiated.

By signing this Statement of Work and Contractor Agreement, you indicate that you understand and agree to the terms of this Agreement.

We are confident that you will represent AMVETS Ladies Auxiliary Department of Michigan in a positive, professional manner. We look forward to working with you.

**CONTRACTOR**

**AMVETS Ladies Auxiliary Dept of Michigan**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nancy Middleton

PDP Allison Aldrich, Personnel Committee

Date \_\_\_\_\_

Date \_\_\_\_\_