



DEXTER COMMUNITY SCHOOLS

7714 Ann Arbor Street, Dexter, Michigan 48130

www.dexterschools.org

(734) 424-4100

CONTRACTED SERVICES AGREEMENT INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into the _____ day of _____, 20_____, by and between Dexter Community Schools (hereinafter “District”) and _____ (hereinafter “Contractor”).

1. **Principal Duties and Responsibilities.** District engages Contractor to provide, and Contractor agrees to provide, the following services _____ and/or as described in Attachment A to this Agreement (hereinafter “Services”). The services are to be provided upon the terms and conditions set forth below.

2. **Relationship of the Parties.** Contractor is retained by the District only for the purposes and to the extent set forth in this Agreement. Contractor’s relation to the District shall be that of an independent contractor and not an employee. Contractor represents that he/she has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District.

Contractor shall be self-directed in his/her activities, provided that Contractor shall abide by the terms and conditions of this Agreement and the policies and regulations of the District. Contractor shall remain solely responsible for determining the means and methods of performing the Services.

Contractor shall at no time represent himself/herself to be an employee, servant or agent of the District and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of the District pertaining to or in connection with any fringe, pension, bonus, or similar benefits for the District employees. No employee rights shall arise or accrue as a result of the performance of this Agreement by Contractor.

The District will not withhold or pay any sums for state, federal, or local taxes, including, but not limited to, FICA, FUTA, Unemployment and Michigan Business taxes, MESC insurance, Michigan School Employees Retirement or workers’ compensation insurance for Contractor. Contractor shall indemnify, defend and hold District harmless from and against any and all claims, costs and expenses, including reasonable attorney fees, for workers’ compensation claims by or on account of Contractor or in connection with the payment of any other sums, interest, penalties, or costs, including reasonable attorney fees, in connection with the collection of any of the above.

3. **Term and Termination.** This Agreement shall commence on _____. This Agreement shall terminate on _____, or may be terminated prior to by either party, as follows:

- a) **Upon Thirty Days’ Notice.** Either party may cause the termination of the Agreement, for any reason or no reason, by providing the other party not fewer than thirty (30) days written notice of termination.

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b) **Material Breach.** A party may cause the termination of the Agreement in the event of a material breach of the Agreement by the other party by providing written notice of termination to the breaching party. A material breach shall be one that goes to the very essence of the Agreement.

c) **Default.** In the event of a default that does not constitute a material breach, the non-defaulting party may cause the termination of this Agreement by providing written notice of default to the party in default and providing an opportunity to cure within the immediately following ten (10) business day period. If the default has not been cured, the non-defaulting party may then declare the Agreement terminated.

d) **Grant as the Source of Funds.** Contractor shall be informed, prior to entering into the Agreement, if payment for Services is dependent on receipt or continued receipt of grant funding. In such circumstances, District may, in its sole discretion, terminate or reduce the term of this Agreement at any time due to the unavailability or reduction in the amount of grant funding. District shall inform Contractor of an anticipated change upon learning of the unavailability or reduction in the amount of grant funding.

In the event of a termination of this Agreement, Contractor shall be entitled to payment for all services provided through the date of termination, in accordance with Section 4, below. Contractor shall not, however, be entitled to any further monies to which he/she might otherwise have been entitled had the Agreement continued for the remainder of its term.

4. Payments to the Contractor.

a) District agrees to compensate Contractor for the full and satisfactory performance of the Services on the following basis:

\$ _____ per hour, or

\$ _____ per day, or

\$ _____ upon completion of the agreed Services, or

_____ % split of program revenue after expenses.

b) All payments to Contractor are conditioned upon properly documented proof of performance (a signed, original invoice) submitted by Contractor to the District detailing all amounts invoiced for the Services and any previously approved expenses. Payment will be made no later than thirty (30) calendar days from submission of the above. All amounts paid or reimbursed to Contractor under this Agreement will be reported to the Internal Revenue Service as required by law and the District will timely issue a Form 1099 to the Contractor.

5. Policies and Regulations. The District will provide Contractor with a copy of all pertinent Board of Education policies and administrative regulations of the District that may pertain to the provision of the Services. Contractor shall strictly follow these policies and regulations, as well as all applicable laws and ordinances.

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6. ***District's Obligations.*** The District will provide Contractor with the use of District facilities and access to office equipment that are necessary for Contractor to perform the Services under this Agreement.

7. ***Ownership Rights.*** If Contractor develops any work product, information, materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format ("the Work"), while performing the Services contemplated herein, Contractor agrees that the Work is a "work for hire" and the District is the copyright author and holder of all intellectual property rights of the Work. In the event, for any reason, the Work is found to be other than a "work for hire," Contractor assigns his/her rights in any copyrights and other intellectual property to the District.

8. ***Confidential Information.*** Except as required in performing Contractor's duties to the District, Contractor agrees that he/she will not, during the term of this Agreement or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any confidential information of the District, or any confidential student or employee information, without the written consent of the District. All records, forms and supplies or any reproduced copies provided and furnished by the District to Contractor or obtained by Contractor during the course of Contractor rendering Services to the District shall remain the property of the District and shall be returned to the District on demand, or upon termination of this Agreement. Further, any information obtained by Contractor, or any reports prepared or supplied (including information contained therein) to the District under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of the District.

9. ***Indemnification and Insurance.***

a) ***Indemnification.*** Contractor agrees to indemnify, defend and hold harmless the District, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor; (ii) any breach of the terms of this Agreement by Contractor; or (iii) any breach of any representation or warranty by Contractor under this Agreement. The District agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement.

b) ***Insurance.*** Contractor shall maintain adequate and all insurances to cover any injury, damage or claim arising out of this Agreement. District will not provide any insurance.

10. ***Assignment and Subcontracting.*** Contractor shall not have the right to assign or subcontract all or any portion of the Services under this Agreement.

11. ***Michigan Law.*** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of Michigan. The parties agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be brought in either the Circuit Court for the County of Washtenaw or the United States District Court for the Eastern District of Michigan.

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Attachment A: The Services

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.