



# DEXTER COMMUNITY SCHOOLS

Business Office  
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## 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.

12. ***School Safety Legislation.*** The State of Michigan "School Safety" legislation (2005 PA 129-131



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*Attachment A: The Services*