

# Pawtucket School Department

286 Main Street

P.O. Box 388

Pawtucket, RI 02862-0388

Revised 6/4/08

## **INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is between the Pawtucket School Department and the Independent Contractor (IC) as herein named:

IC's Name: \_\_\_\_\_

Whereas the Pawtucket School Department has need of the professional services of an individual with the particular training, ability, knowledge, experience, and/or expertise possessed by the IC, the Pawtucket School Department hereby agrees to pay the agreed upon rate of pay or lump sum payment as stipulated in Section A below. The IC agrees to perform the services stipulated in Section B below for the period of time stated in Section C.

The IC is also required to attach a copy of their business Liability Insurance Binder to this agreement. Should the IC not have liability coverage they must indicate the reason why in Section D.

In performing the services listed in Section B below, it is understood that;

1. This relationship is not one of employer-employee, but instead that the individual listed above is providing services as an Independent Contractor per IRS regulations.
2. The IC follows their own individual instructions, and performs work based upon independently established procedures or industry specifications.
3. The IC is a skilled professional, the Pawtucket School Department requires that no training is needed by the IC to adequately perform these services.
4. The IC's work performed is not an "integral part" of the Pawtucket School Department; it is a "unique" service.
5. The IC may have assistants or employees, while retaining the right to hire others, to perform the required work, or may hire assistants at his or her expense to perform all or part of project.
6. The IC is providing this service as a distinct project, for the period of time stated in Section C, and that this service will not be on continuing basis.
7. This agreement expires on the Contract End Date stated in Section C below, and does not provide the IC with an automatic renewal of this contract.
8. This agreement does not in anyway prohibit the IC from providing services to other clients as they so choose.
9. This agreement does not require the IC to work at any set times, days or hours of work.
10. This agreement does not require the IC to work at a specific place, when alternatives exist, they may work at their own place of business.
11. The IC has full discretion over the routine or manner in which to perform these services.
12. The IC has no obligations to file regular written or oral reports.

13. Compensation to the IC is determined separately by project or based on a fixed fee as stipulated in Section A below.
14. The IC cannot be discharged other than for failure to perform the contracted service stated in Section B below.
15. The IC may terminate his or her relationship only upon completion of this contract, and may be held liable for a breach of contract should they leave without completion of the contract.
16. The Independent Contractor must supply their own tools and supplies, and must pay for all operating, travel, and living expenses. Any reimbursement for out-of-pocket expenses (mileage, airfare, lodging, meals, etc.) will be included as income and subject to 1099 reporting.
17. The IC is not financially dependent exclusively on the Pawtucket School Department and shoulders the responsibility of possibly incurring a loss or realizing a profit as a result of this contract.
18. The Independent Contractor will be responsible for all Federal, State, and Local employment taxes on all income earned by him/herself or any assistants.
19. The Independent Contractor will not be eligible for any benefits relative to this contract for Social Security, Rhode Island Workers Compensation, Unemployment Insurance, Rhode Island Employees Retirement System, Rhode Island Municipal Retirement System, Federal Family & Medical Leave Act, Rhode Island Family & Medical Leave Act, health or disability benefits, vacation pay, sick leave or employee benefits of any kind.
20. The IC is to be paid based on submission of an invoice on the IC's letterhead or company invoice. The invoice must be submitted to the Project Coordinator to be countersigned. The amount will not exceed the total contract price in Section A for the services rendered.
21. The Independent Contractor by signing this contract certifies that they report all income and expenses from their business or profession on Schedule C, Schedule C-EZ, or Schedule SE as part of Form 1040 each tax year.
22. The Pawtucket School Department, in accordance with federal or state requirements, will submit a Form 1099 at calendar year-end to the Federal Government for all Independent Contractors having gross income exceeding \$600, which thereupon will be reported for income tax purposes.
23. Per Rhode Island General Law Section 28-29-17.1 (refer to copy of law below), all Independent Contractors are required to file a "Notice of Designation as Independent Contractor Pursuant to R.I.G.L. Section 28-29-17.1" form DWC-11-IC with the State of Rhode Island, Department of Labor and Training, Workers Compensation Unit.
24. **The Pawtucket School Department requires all Independent Contractors to submit a dated receipt copy of their "Notice of Designation as Independent Contractor Pursuant to R.I.G.L. Section 28-29-17.1" form DWC-11-IC, from the State of Rhode Island, Department of Labor and Training, Workers Compensation Unit. This Independent Contractor Agreement will not be accepted unless a copy of this document is attached.**  
(refer to R.I. General Laws page enclosed with this document, for information on obtaining this form )
25. If applicable, Independent Contractors are subject to the restrictions listed below from the Employees Retirement System (ERS) or Municipal Employees Retirement System (MERS), of Rhode Island.
26. This contract will not be in effect until approved by the School Administrator or Principal AND a School Business Official of the Pawtucket School Department.

**Rhode Island General Laws**  
**TITLE 28**  
**Labor and Labor Relations**  
**CHAPTER 28-29**  
**Workers' Compensation – General Provisions**  
**SECTION 28-29-17.1**

§ 28-29-17.1 **Notice of designation as independent contractor.** – (a) A person will not be considered an "independent contractor" unless that person files a notice of designation with the director, consistent with rules and regulations established by the director, in writing, on a form provided by the director, that the person is an "independent contractor." The filing of the notice of designation is a presumption of "independent contractor" status but does not preclude a finding of "independent contractor" status by the court when the notice is not filed with the director. That designation shall continue in force and effect unless the person withdraws that designation by filing a notice with the director, in writing, on a form provided by the director, that the person is no longer an "independent contractor." Any designation or withdrawal of designation form shall be deemed public information and the director shall furnish copies or make available electronically the forms and designations, upon written request, to any employer or insurer or its authorized representative.

(b) The workers' compensation court may, upon petition of an employee, the dependents of a deceased employee or any other party in interest at any time, vacate any "notice of designation" if the "notice of designation" has been improperly procured.

(c) The provisions of subsections (a) and (b) only apply to injuries occurring on and after January 1, 2001.

**This form may be obtained from:**

State of Rhode Island  
Department of Labor and Training  
Workers Compensation Unit  
P.O. 20190  
Cranston, RI 02920-0942  
Phone (401) 462-8100

Or

On the web at:

[http://www.dlt.ri.gov/wc/pdfs/Forms/Employer/DWC\\_11\\_IC\\_Mar06.pdf](http://www.dlt.ri.gov/wc/pdfs/Forms/Employer/DWC_11_IC_Mar06.pdf)

## Attention

**Independent Contractor's that are currently receiving a benefit (pension) from the Employees Retirement System (ERS) or Municipal Employees Retirement System (MERS), of Rhode Island, are subject to restrictions and monthly reporting requirements on any type of employment with a R.I. school district or municipality.**

1. Teacher/Certified or State Re-Employment (includes Teachers, Administrators, Guidance Counselors, Coaches, Tutors, and former R.I. State Employees)
    - a. May substitute in a RI public school for up to 90 days (or 180 half days of 3 hours or less) in the school year. The literal meaning of "substitute" is utilized; you must be working in place of a regular employee who is absent.
- OR**
- b. May be hired to fill a vacant position. The position may not be for more than 90 days (or 180 half days of 3 hours or less), or more than 2/5 if it is an appointment for the entire school year. You may be employed in such a vacant position, which includes teaching, coaching, or tutoring, if the school certifies in writing to its collective bargaining units **and** to the Retirement Office they have made a "good faith effort" to fill the position with a non-retiree.
2. Participating (MERS unit) Municipal RE-Employment
    - a. May work in a municipal position for a participating municipality for up to 75 days (or 150 half-days of 3 hours or less) in a calendar year. If you work in a municipal (non-certified) position in a school department, the 75 days will be counted on a school year basis.
  3. For all positions listed above, a school year for post-retirement purposes is from September 1 – August 31.
  4. There is no "mixing or matching". You cannot work under the provisions of more than one statute, (i.e. only **one** of the several employment possibilities is allowed). For example: you cannot be hired to fill a vacant 2/5 position and substitute per-diem for 90 days in a public school. Or, if you're working 75 days for a municipality, you cannot also coach at a public school.
  5. You cannot do as a corporation, independent contractor, consultant, or as an employee hired by another party what you cannot do as an individual. Thus, if you are an independent contractor or consultant working in the school, you are still subject to the employment limitations and reporting requirements of any other retiree. While collecting your ERS or MERS benefit, you may only be employed in a RI public school or participating municipality if there is a provision for that re-employment in the retirement statutes.
  6. Should you return to work in any capacity allowed by the retirement statutes, both you and your employer must notify the ERS or MERS office on a monthly basis of your employment (number of days worked).
    - a. The reporting forms are available from the Pawtucket School Department's Business Office, from the ERS or MERS office or from [www.ersri.org](http://www.ersri.org).
    - b. Forms are to be completed by you first, then sent to the Business Office for verification and signature. We will then forward them to the ERS or MERS office.
    - c. Failure to complete the forms on a timely basis may result in us withholding payment for any hours owed to you, until the required forms are forwarded to the Business Office.
  7. Please remember forms are updated yearly, or as provisions for post-retirement employment change.
  8. If you have a question on post-retirement employment, please submit it in writing to ERSRI, 50 Service Avenue, Warwick, RI 02886 for a written reply.

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**Section A: Compensation**

Rate of Pay: \$ \_\_\_\_\_ OR Maximum Contract Amount \$ \_\_\_\_\_

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**Section B: Description of Services to be provided**

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**Section C: Contract Period**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

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**Section D: Liability Insurance Binder** (Information Required)

Attached: \_\_\_\_\_ OR Reason not attached: \_\_\_\_\_

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**Section E: Independent Contractor Information**

_____ Independent Contractor Signature	_____ Social Security or Employer Identification Number
_____ Print or Type Name	_____ Name of Company (if applicable)
_____ Address	_____ Title
_____ City, State, Zip	_____ Date

**Are you currently receiving pension benefits from the:**

Employees Retirement System of Rhode Island? Yes \_\_\_\_\_ No \_\_\_\_\_  
Municipal Employees Retirement System of Rhode Island? Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section F: School Principal or Administrators Authorization**

\_\_\_\_\_  
Principal or Administrators Signature

\_\_\_\_\_  
Date

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**Section G: Business Office Authorization**

\_\_\_\_\_  
Business Office Official

\_\_\_\_\_  
Date

R.I. Designation of Status as an Independent Contractor Form DWC-11-IC attached ?

## Independent Contractor Agreement Checklist

### Independent Contractors

Please follow, in order, the checklist below before submitting any documents to the Pawtucket School Department. Any documents that are not properly completed and/or failure to comply with the checklist below will result in all documents being returned to you until the documents and/or checklist is completed properly.

<b>For Independent Contractor use only:</b>	
<input type="checkbox"/>	1. Obtain a blank DWC-11-IC Notice of Designation as Independent Contractor Pursuant to form, from the State of Rhode Island, Department of Labor and Training, Workers Compensation Unit.
<input type="checkbox"/>	2. Complete the DWC-11-IC form The Hiring Entity is : Pawtucket School Department 286 Main Street Pawtucket, RI 02860 FEIN# is 05-6000307
<input type="checkbox"/>	3. The original DWC-11-IC form and one copy of the form must be mailed by the Independent Contractor, to the State of Rhode Island, Department of Labor and Training, Workers Compensation Unit. You must include a self-addressed stamped envelope, with a note requesting a dated, receipted copy be returned to <b>you</b> . The address you mail the DWC-11-IC form to, is on the top of the form.
<input type="checkbox"/>	4. You received the dated & receipted copy of the DWC-11-IC form from the State of Rhode Island
<input type="checkbox"/>	5. Obtain a blank Pawtucket School Department Independent Contractor Agreement form.
<input type="checkbox"/>	6. Fill in your Independent Contractor name on Page 1 and complete Sections A - E on Page 5, of the Pawtucket School Department Independent Contractor Agreement.
<input type="checkbox"/>	7. Obtain Internal Revenue Service form W-9 and fill it out completely.
<input type="checkbox"/>	8. Forward the completed Independent Contractor Agreement with this checklist, the dated & receipted DWC-11-IC form, and W-9 form to the person hiring you at the Pawtucket School Department for their signature on Page 5 of the Independent Contractor Agreement

<b>For Pawtucket School Department use only:</b>	
<input type="checkbox"/>	School Principal / Administrator signature on Independent Contractor Agreement
<input type="checkbox"/>	R.I. Independent Contractor Form DWC-11-IC, dated & receipted
<input type="checkbox"/>	IRS form W-9 completed properly
<input type="checkbox"/>	Independent Contractor Agreement completed properly
<input type="checkbox"/>	Forward to Accounts Payable for Vendor Setup and Contract Info