



PAWTUCKET SCHOOL DEPARTMENT
286 Main Street
Pawtucket, RI 02860

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on this _____ day of _____, 20____, by and between the Pawtucket School Department located at 286 Main Street, Pawtucket, Rhode Island, 02860 (hereinafter the “School Department”) and the independent contractor identified as follows:

Name of Contractor: _____
Full Address: _____
Business Telephone: _____
Email Address: _____
SSN or EIN: _____

Type of Entity: ___ Individual ___ Sole proprietorship
 ___ Partnership ___ Corporation

(hereinafter the “Independent Contractor”), (collectively referred to as the “Parties”).

WHEREAS, the School Department is desirous of obtaining the professional services of an independent contractor to perform services as specified herein; and

WHEREAS, the Independent Contractor represents that he/she offers the services covered hereunder as an independent contractor to the general public and is desirous of providing said services to the School Department consistent with the terms and conditions set forth in this Agreement;

WHEREAS, the Independent Contractor represents that he/she has submitted Form DWC-11C-IC to the Rhode Island Department of Labor and Training pursuant to R.I. Gen. Laws § 28-29-17.1;

WHEREAS, the School Department has verified the Independent Contractor’s submission of Form DWC-11C-IC to the Rhode Island Department of Labor and Training, a copy of which is attached hereto as “*Exhibit A*”;

WHEREAS, the Independent Contractor has provided the School Department with a current liability insurance binder, a copy of which is attached hereto as “*Exhibit B*”; and

WHEREAS, the Independent Contractor has provided the School Department with evidence of current workers’ compensation insurance, a copy of which is attached hereto as “*Exhibit C*”.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Work to Be Performed. The School Department desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

The Independent Contractor shall perform such other duties as are customarily performed by one providing such services in other, same, or similar businesses, and shall also render such other services and duties as may be required of the Independent Contractor from time to time.

2. Term of the Agreement. The services set forth in this Agreement shall commence on _____, and terminate on _____, subject, however, to prior termination as hereinafter provided. The services provided by the Independent Contractor will not be so provided on a continuing basis and this Agreement will not be automatically renewed.
3. Technical Direction. The Independent Contractor shall receive technical direction only from _____, or designee. Otherwise, the Independent Contractor warrants that he or she is a skilled professional and no training is required for the Independent Contractor to adequately provide the services set forth herein.

The Independent Contractor maintains the right to control the means and methods by which the services listed herein are performed.

4. Terms of Payment. In consideration of the performance of the terms of this Agreement, the School Department shall pay the Independent Contractor a total sum not to exceed \$_____ for services, payable at a rate of \$_____ , per _____.

The Independent Contract shall be paid only for those services which have been rendered, with said payments being prorated for any period that the Independent Contractor has not worked in accordance with the terms of the Agreement. Final payment is contingent upon all services having been performed to the School Department's satisfaction.

All invoices must be submitted to the Business Office on the Independent Contractor's letterhead and must be approved by the Chief Financial Officer or designee for the School Department prior to issuance of payment.

If the services being provided by the Independent Contractor are grant-funded, the appropriate coordinator must provide approval for payment prior to submission to the Business Office for payment.

5. Reimbursement of Expenses. The Independent Contractor must supply their own tools and supplies, and must pay for all operating, travel, and living expenses. The School Department shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing by the Parties. Any reimbursement for out-of-pocket expenses will be included as income and subject to 1099 reporting.
6. Federal, State, and Local Payroll Taxes. The School Department shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Independent Contractor or the employees of the Independent Contractor. The School Department shall not treat the Independent Contractor as an employee with respect to the services performed hereunder for federal, State, or local tax purposes.
7. Notice Regarding Tax Duties and Liabilities. The Independent Contractor understands that he or she is responsible to pay, according to law, the Independent Contractor's federal and state income taxes, and that the school Department is not withholding or paying any portion of the Independent Contractor's taxes. If the Independent Contractor is not a corporation, the Independent Contractor further understands that the Independent Contractor may be liable for self-employment (Social Security) tax, to be paid by the Independent Contractor according to law.
8. Workers' Compensation Insurance. The School Department will **not** obtain workers' compensation covering the Independent Contractor or his or her employees. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor.
9. Background Checks. The Independent Contractor and any of its employees who may have direct or unmonitored contact with children or students must provide proof of a national and state background check to be initiated prior to or within one week of commencing the provision of services to the School Department. This background check will remain valid for one year from the date of issuance.
10. Benefits. The School Department will **not** provide the Independent Contractor or his or her employees with any employment or post-employment benefits related to the services set forth herein, including but not limited to Social Security, unemployment insurance, Rhode Island Employees Retirement System ("ERSRI"), Rhode Island

Municipal Retirement System (“MERS”) federal or State Family and Medical Leave Act, health or disability benefits, vacation pay, or sick leave.

11. Termination of Agreement. The School Department reserves the right to terminate this Agreement and seek contractual remedies for failure of the Independent Contractor to provide the services described herein.
12. Independent Contractor Status. The Independent Contractor expressly represents and warrants to the School Department that (1) he or she is not and shall not be construed to be an employee of the School Department and that his or her status shall be that of an independent contractor solely responsible for his or her actions and inactions; (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of the School Department; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of the School Department or to otherwise create obligations of the School Department to third parties.
13. Assignability. This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the School Department.
14. Choice of Law. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Rhode Island.
15. Agreement. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.
16. Confidential Matters. The Independent Contractor recognizes that during the course of contract performance he or she may acquire confidential information. The Independent Contractor agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for his or her own benefit or for the benefit of another, either during or after contract performance, any confidential information. Upon termination or expiration of this Agreement, the Independent Contractor shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to the School Department. Such material shall remain the property of the School Department. This obligation of confidence shall not apply with respect to information that (1) is available to the Independent Contractor from third parties on an unrestricted basis; or (2) is disclosed by the School Department to others on an unrestricted basis.
17. Security Regulations. The Independent Contractor shall comply with all applicable security regulations of the School Department.

18. Severability. In the event that any provision of this Agreement is or at any time shall be contrary to Rhode Island or federal law, all other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of _____.
[Date]

INDEPENDENT CONTRACTOR,

By: _____

Print Name: _____

Title: _____

PAWTUCKET SCHOOL DEPARTMENT,

By: _____

Print Name: _____

Title: _____
(Administrator)

By: _____

Print Name: _____

Title: Chief Financial Officer or Designee

Date Approved by School Committee: _____

Exhibit A
(Notice of Designation as Independent Contractor)

Exhibit B
(Liability Insurance Binder)

Exhibit C
(Proof of Workers' Compensation Insurance)