

Fitzgerald Public Schools

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the CLIENT and INDEPENDENT CONTRACTOR set forth below according to the following terms, conditions and provisions:

1. **IDENTITY OF CLIENT.** Client is identified as follows:

Name: Fitzgerald Public Schools
Type Entity: A Government Unit
Address: 23200 Ryan Road
City/State/Zip: Warren, Michigan 48091-1999
Business Telephone: (586) 757-1750

2. **IDENTITY OF INDEPENDENT CONTRACTOR – “IC”.** The Independent Contractor (hereafter “IC”) is identified as follows:

Type Entity: _____
Address: _____
City/State/Zip: _____
Business Telephone: _____
Social Security or Federal E.I.N.: _____

3. **JOB TO BE PERFORMED.** CLIENT desires that IC perform, and IC agrees to perform, the following job:

4. **TERMS OF PAYMENT.** CLIENT shall pay IC according to the following terms and conditions:

IC must provide appropriate tax identification number before payment can be made. If payment is to be charged against federal or state funds, IC, by signing this agreement, certifies that he/she is not currently employed by the federal or state government, and the amount

charged does not exceed the normal amount charged for the type of service provided.

5. **REIMBURSEMENT OF EXPENSES.**

CLIENT shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. **EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES.**

IC shall supply, at IC’s sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed. Any materials, other tangible goods or products created as a result of this agreement shall remain the property of CLIENT.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.**

Neither federal, nor state, nor local income tax or payroll tax of any kind shall be withheld or paid by CLIENT on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. **NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES.**

IC understands that IC is responsible to pay, according to law, IC’s income tax. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law. CLIENT will issue Form 1099-Misc at year-end for all vendors who receive payments in excess of \$600 during the calendar year in accordance with federal and state requirements for tax purposes.

9. **FRINGE BENEFITS.** Because IC is engaged in IC’s own independently established business, IC is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the CLIENT.

10. **CLIENT NOT RESPONSIBLE FOR WORKERS’ COMPENSATION.**

No workers’ compensation insurance shall be obtained by CLIENT concerning IC or the employees of IC. IC shall comply with the

workers' compensation law concerning IC and the employees of IC, and shall provide to CLIENT a certificate of workers' compensation.

11. **TERM OF AGREEMENT.** This agreement shall terminate at 12:01 a.m. on:

12. **TERMINATION WITHOUT CAUSE.**

Without cause, either party may terminate this agreement after giving 30 days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

13. **TERMINATION WITH CAUSE.** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- a. Material violation of this agreement.
- b. Any act exposing the other party to liability to others for personal injury or property damage.

14. **NON-WAIVER.** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. **NO AUTHORITY TO BIND CLIENT.** IC has no authority to enter into contracts or agreements on behalf of CLIENT. This agreement does not create a partnership between the parties.

16. **DECLARATION BY INDEPENDENT CONTRACTOR.** IC declares that IC has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this agreement.

17. **HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail,

return receipt requested, to the party at the party's address stated herein. Any party may change its address state herein by giving notice of the change in accordance with this paragraph.

18. **ASSIGNABILITY.** This agreement may be assigned, in whole or in part, by IC. IC shall provide written notice to CLIENT before any such assignment.

19. **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 Michigan.

20. **ENTIRE AGREEMENT.** This is the entire agreement of the parties.

21. **SEVERABILITY.** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

22. **AMENDMENTS.** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

AUTHORIZED SIGNATURES

Fitzgerald Public Schools Department

Department Originator/Contact Person

Date: _____

Chief Academic Officer, Fitzgerald Public Schools

Witness

Date: _____

Independent Contractor

Witness

Date: _____