



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

The Alabaster City Board of Education (“Board”, having its principal place of business at 10111 Highway 119, Alabaster, AL 35007) and the undersigned contractor (“Contractor”) hereby enter into this Independent Contractor Services Agreement (“Contract”) to perform the services specified below pursuant to the following understandings and the General Terms of Service.

CONTRACTOR INFORMATION	
Name (if Individual):	*Soc Sec. No (SSN):
Name (if Company)**:	**Taxpayer Id. No.:
Company Contact:	
Mailing Address: _____ _____	
Telephone #s: Principal/Day No.:	Principal/Night No.:
Email address:	

SERVICES/WORK TO BE PROVIDED	
Describe Type: _____ _____ _____	
Start Date: _____ Date Services/Work/Project to be Completed- _____	
<u>Type & Amount of Compensation</u> If paid on lump sum/project basis: If paid for services hourly: If paid for services on other basis:	Method of Payment: Board _____ Local School _____ Total not to exceed \$ _____ When Paid _____ Hourly Rate \$ _____ Hours of Work _____ When Paid _____ Specify Amount \$ _____ Frequency When Paid _____
Special Conditions: _____ _____ _____	

(Signature Page on Back)

The undersigned, duly authorized representatives of the parties acknowledge that each of them have read and understand the terms, provisions and conditions of this Contract (including the General Terms of Service), and knowingly enter it by signing below.

ALABASTER CITY BOARD OF EDUCATION

By: _____
 Its: Superintendent
 Date: _____

By: _____
 Its: Chief Human Resources Officer
 Date: _____

By: _____
 Its: Chief School Financial Officer
 Date: _____

CONTRACTOR (if Individual):

Signed Name: _____
 Printed Name: _____
 Date: _____

CONTRACTOR (if Company):

Printed or Typed Name: _____
 By: _____
 Its: _____
 Date: _____

FOR BOARD'S USE ONLY

(**)(*) Starred items must match

To Be Paid From:								

Originating Administrator's Signature: _____ Date _____

GENERAL TERMS OF SERVICE FOR INDEPENDENT CONTRACTOR SERVICES AGREEMENT

The following terms, conditions and provisions are incorporated into the Independent Contractor Services Agreement (the "Contract") and apply with respect to the performance of services or work by the Contractor. As used herein the term "Contractor" may refer either to an individual who performs services for the Board or to a company, corporation, firm or entity which does business in an organizational form and performs those services.

1. The Contract is not intended to create, and does not create or form a contract of employment between the Board and the Contractor (and its employees, agents or representatives, if any).
2. The Contractor is an independent contractor of the Board. The Contract does not create or form any partnership, joint venture, principal-agent or employer-employee relationship between the Board and the Contractor (and its employees, agents or representatives, if any). The Board retains no control or authority with respect to its means and methods in which the Contractor (and its employees, agents or representatives, if any) perform the services contemplated in this Contract. The Contractor maintains the exclusive right to hire, terminate and supervise any of its employees, agents or representatives. Further, the Contractor has no authority to bind the Board to any agreement with or obligate it to take any other action with respect to any third person or party.
3. The sole and exclusive amount of compensation payable by the Board to the Contractor for performing services or work is that set forth above. Unless otherwise agreed in writing, the Board shall not be obligated to reimburse the Contractor for any expenses that he/she/it incurs in performing the services. Neither the Contractor nor its employees, agents or representatives, if any, are eligible to receive any insurance, sick pay, pension, leave or other benefits of any type or nature that are provided by the Board to its employees.
4. The Contractor acknowledges and agrees that she/he/it is exclusively responsible to pay all federal, state or local income or other taxes of any nature related to or arising from the performance of the services or the compensation paid by the Board for those services, including but not limited to, all estimated or actual federal, state and local income taxes, Social Security or Medicare taxes, or any federal or state unemployment tax.
5. Except as provided immediately below, the Contractor, at its expense, is solely responsible for furnishing any supplies, equipment, labor, training, education, or instruction required to perform the contemplated services; provided that, if the services that are provided at a school directly relate or pertain to the instruction of students (herein a "Non-Instructional Contractor"), the Board will furnish any supplies or equipment that are customarily used by persons who instruct students.
6. Before commencing its services or work, the Contractor, at his/her or its own expense, will obtain all licenses, permits or other governmental authorization needed to perform the services, including without limitation, any certification issued by applicable governing authorities ("Licensing"). The Contractor agrees to maintain that Licensing throughout the performance of its work. Further, the Contractor is responsible to apprise him/her/itself of all existing and current federal, state, county or municipal statutes, rules, ordinances, regulations and laws (collectively, "Laws") that apply to the performance of the services, and agrees to perform the services in compliance with those Laws.
7. The Contractor agrees and warrants to perform the services or work in a good and workmanlike manner consistent with the quality of work provided by similar persons or firms working under like conditions.
8. Unless otherwise indicated above, this Contract shall commence when it is last signed by either of the parties and continue in effect until (a) the end of the academic year in which it is entered, or (b) the period contemplated to complete the services or project described above, whichever is longer (the "Term"). Notwithstanding, this Contract may be terminated before the expiration of its Term upon the occurrence of any of the following:
 - (a) The Board, for its sole convenience and without cause, provides notice to the Contractor of its intent to terminate the Contract effective not less than twenty four (24) hours from the date of such notice; or
 - (b) If the Contractor is an individual and has not agreed to repair, improve or maintain Board property or equipment, by such Contractor, for its sole convenience and without cause, providing notice to the Board of the Contractor's intent to terminate the Contract effective not less than forty eight (48) hours from the date of such notice; or

(c) If the Contractor fails to perform a material obligation owed to the Board hereunder (a "Default") and fails to cure that Default(s) within fifteen (15) days after receiving written notice thereof from the Board, the Board may terminate the Contract by providing second notice to the Contractor and that termination shall be effective on the date set forth in that termination notice.

If the Board terminates this Contract before its anticipated expiration, the Board's sole and exclusive obligation to the Contractor that arises from that termination is to pay the Contractor any amounts owed for services that were satisfactorily performed prior to the effective time of termination. IF THE CONTRACTOR MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE BOARD ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE BOARD AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE BOARD'S BREACH. IN NO EVENT WILL THE BOARD BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS CONTRACT BY THE BOARD.

9. This is a personal services Contract. The Contractor may not assign its rights, obligations or benefits hereunder to a third party or person without the written consent of the Board, which consent may be withheld for any reason.

10. Immigration Law. The Contractor represents and warrants (a) that he/she is not an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act"), and (b) that, if Contractor employs any workers, (i) it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the meaning of the Act; (ii) that, during the performance of this Contract, and it shall participate in the E-Verify program as required under the terms of the Act; (iii) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; (iv) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act; and (v) if it is found to be in violation of this provision, it shall be deemed in breach of this Contract and shall be responsible for all damages resulting therefrom.

11. No provision or term in this Contract may be amended, changed or modified in any respect without the execution of a writing signed by both parties. Further, the Board shall not be deemed to have waived or be estopped from relying on any provision herein unless the parties have agreed in writing to waive that provision.

12. Miscellaneous. (a) This Contract embodies the entire agreement, intent and understanding of the parties with respect to the subject matter hereof. (b) Any prior condition, provision, term or understanding heretofore made between the parties, whether written or oral, is merged herein, and if not reflected herein, shall be unenforceable and of no force and effect. (c) This Contract shall be construed, controlled, enforced, governed and interpreted in accordance with the laws of the State of Alabama, without regard to conflict of law principles. (d) In constructing or interpreting any provision herein, no presumption shall be made that either party drafted that provision or this Contract. (e) All notices contemplated in this Contract shall be in writing and deemed delivered on the date on which they are actually received by (i) personal delivery, (ii) United States First Class Mail, properly addressed with postage prepaid, (iii) a national overnight courier/delivery service (e.g., Federal Express or United Parcel Service) or (iv) electronic mail transmission to the designated representatives of the parties, or (v) facsimile transmission to the other party.

13. The following additional provisions apply with respect to any Non-Instructional Contractors:

- (a) any Non-Instructional Contractor shall maintain the following types of insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the Board: (i) Comprehensive General Liability with not less than Five Hundred Thousand Dollars (\$500,000.00), which coverage shall include coverage/endorsements for completed operations and contractual liability; and (ii) Workers' Compensation, as required by statute. The Non-Instructional Contractor shall provide the Board a certificate(s) of insurance evidencing compliance with the requirements in this section. This certificate(s) shall name the Board, and its officials and employees, as additional insured on the Comprehensive General Liability policy with respect to claims or liabilities arising out of the Non-Instructional Contractor's operations or performance of services pursuant to the Contract; and
- (b) To the fullest extent permitted by applicable law, the Non-Instructional Contractor agrees to release, defend, indemnify, and reimburse the Board, and any of its employees, agents and officials (collectively hereinafter, the

“Indemnitees”) from any all suits, damages, judgments, losses, expenses (including but not limited to, reasonable attorneys' fees, court costs and other litigation costs), liabilities and claims for personal injury (including death) or property damage or loss (hereinafter collectively "Claims") that are asserted against the Indemnitees by any third person (including any employee, contractor or representative of Contractor, collectively the “Non-Instructional Contractor Representative(s)”) that arises out, is caused by or results in whole or part from the negligent actions or failures to act by the Non-Instructional Contractor or any Non-Instructional Contractor Representative(s) in performing their services and obligations under this Contract; provided that nothing in this subpart (b) shall obligate any Non-Instructional Contractor to indemnify any of the Indemnitees for Claims by a third party that results from the sole negligence or the willful misconduct of any of the Indemnitees.

November 2018
August 2019