

**Lockport Township High School District 205
INDEPENDENT CONTRACTOR AGREEMENT**

- I. It is the intention of the Lockport Township High School District 205, to create an Independent Contractor relationship with _____.

This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

- A. The contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the Lockport Township High School or bound by any obligations of employees of the Lockport Township High School. Contractor understands and fully agrees that he/she will not be covered under provisions of the unemployment compensation insurance of the Lockport Township High School or the workers' compensation insurance of the Lockport Township High School and that any injury or property damage on the job will be contractor's sole responsibility and not the Lockport Township High School's. Also, it is understood that contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Lockport Township High School and therefore, contractor will be solely responsible for his/her own actions. The Lockport Township High School will in no way defend contractor in matters of liability.
- B. The contractor agrees not to hold him/herself out as an employee or joint employee of the Lockport Township High School to members of the public.
- C. The contractor acknowledges and agrees that he/she is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the contractor and those employees, if any, employed by him/her.

- II. A. Services to be performed by contractor include:

- B. Days and hours of work to be performed by contractor include:

- C. Location(s) of work to be performed by contractor include(s):

D. The contractor's other responsibilities include:

III. The contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges and agrees that he/she will devote such times as is necessary to produce the contracted for results. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the Services in a safe, proper, efficient, thorough and satisfactory manner and understands that the Lockport Township High School is relying on such representation in contracting with Contractor for the Services.

IV. The duration of this independent contractual agreement will be for the _____ week session beginning _____ and ending _____. Thereafter, this Agreement shall automatically renew for successive sessions pre-determined by the Supervisor and the Instructor unless either party advises the other party of their intent not to renew this Agreement no later than fourteen (14) days prior to termination of the then-current Renewal Term or as otherwise provided in Section XIV.

V. Method of payment will follow the Check Request/Invoices document provided by the Business Department. OR fill out Contractual Hours form and submit a check or cash for 20% this method must be approved by LTHS Administration.

The final Check Request/Invoice for payment is required within 2 weeks following the completion of the session.

The High School will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. The contractor will provide to the High School a social security number or a Federal Employer Identification number.

Any individual receiving payment in any amount has an obligation to report this income to the IRS.

VI. The contractor acknowledges and agrees that he/she is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise specific and explained. _____

VII. The contractor acknowledges and agrees that he/she is solely responsible for his/her employees/agents actions in performing the work/services.

VIII. The contractor acknowledges and agrees that he/she will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, High School or any other governmental unit or regulatory body or court.

IX. The Lockport Township High School may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The contractor shall have financial responsibility to the Lockport Township High School for reasonable costs incurred by the High School including the cost of obtaining replacement services.

X. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the Services in a safe, proper, efficient, thorough and satisfactory manner and understands that Lockport Township High School is relying on such representation in contracting with Contractor for the Services.

XI. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

XII. Contractual employees who have direct daily contact with students/camp participants must be background checked and fingerprinted at the cost of the contractual employee.

XIII. Other items: _____

Authorized Signature of Contractor

Authorized Signature of High School

Lockport Township High School District 205

Date _____

Date _____

Name:

Address:

Phone:

Social Security Number: