

INDEPENDENT CONTRACTOR AGREEMENT

**This agreement is not valid and binding until approved in writing by the
Executive Director of Student Services for School Administration Unit 21**

**CONTRACTOR CANNOT BEGIN WORK OR PROVIDE SERVICE UNTIL THE FOLLOWING DOCUMENTS
HAVE BEEN SUBMITTED AND APPROVED:**

- **W-9 Instructions are attached**
- **Completed Independent Contractor Agreement**
- **Copy of Certificate of Liability Insurance**
- **Completed Disclosure of Compensation**
- **Fingerprinting and Background Check through the School Administration Unit 21: Instructions are attached**

Contractor Name or Company: _____

The contractor will provide the _____ School District, hereby known as, the “District” with the following service/services and any other tasks the parties agree on:

1. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. The Contractor asserts that he/she is customarily engaged in an independent trade, occupation, profession, or business related to the service contracted for, and understands that he/she is subject to making a profit or incurring a loss.
3. The Contractor agrees to perform the work in accordance with any plans and specifications that may be provided, as set forth in the attached exhibit, if applicable. The contractor agrees that he/she will perform the work in accordance with the specifications, and that the District will not be responsible for providing instruction to the contractor as to the actual work performed.
4. Payment shall be made in accordance with the contract amount as set forth attached, shall be due upon completion of the entire contract or specified portions thereof, as may be agreed. Payment will only be made upon submission of an invoice for services provided and will be made to the contractor’s business entity or proprietor named above.
5. Either party may terminate this contract with 30 days written notice, for any reason.
6. The Contractor states that he/she has the requisite skills, knowledge, training, and/or experience to properly perform the services contracted for and agrees that he/she will not look to School Administrative Unit 21/ and or the District for any training or detailed instruction as to any

aspect of the work.

7. The Contractor agrees to provide all materials, supplies, and equipment necessary for the performance of the work. Any materials mentioned in attached specification, if applicable, will be provided by the contractor or by the District as set forth in the specifications.
8. Confidential information (the "Confidential Information") refers to any data or information relating to School Administrative Unit 21 and the District, whether business or personal, which would reasonably be considered to be private to the School Administrative Unit 21 and said District that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the School Administrative Unit 21 and said District. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized in writing by the School Administrative Unit 21 and the District.
9. The Contractor will adhere to any School District Policies and the Department of Education Code of Ethics and Code of Conduct for NH Educators, in the case of working daily in our schools with Students and Staff. (e.g. School Psychologist, OT, PT, and other student service providers)
10. The Contractor understands and agrees that School Administrative Unit 21 and the District shall not be responsible for any benefits, such as health insurance coverage, vacation pay, sick pay, unemployment compensation, workers' compensation coverage, New Hampshire Retirement benefits, and any other benefits. Any such benefits must be provided by the contractor.
11. Unless expressly agreed otherwise in writing by School Administrative Unit 21 Business Administrator, the Contractor is responsible to maintain his/her own workers' compensation insurance, general liability insurance with minimum coverage of \$1 million, and professional liability insurance as applicable for the contractor's employees. It is understood that the District does not provide such insurance to independent contractors. A certificate of insurance, naming School Administrative Unit 21 and the District as an additional insured, must be furnished to the District evidencing insurance policy and coverage as applicable BEFORE services are provided.
12. The Contractor agrees that he/she will be required to pay federal income taxes (State if applicable), and that the District will not be responsible for withholding any such taxes from the contract payment.
13. This agreement does not create a partnership or joint venture and that all actions taken in connection with the performance of this contract are conducted by the contractor as a separate and distinct business entity.
14. Upon the expiry or termination of this Agreement, the Contractor will return to the District any property, documentation, records, or Confidential Information which is the property of said District
15. This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire.
16. I certify by signing this contract that I am not suspended or debarred from doing business with the Federal Government.

School Principal, District Coordinator or Director:

(Print Name)

_____ Date: _____

(Signature)

Company Name if applicable and Independent Contractor:

(Print company Name)

(Print Independent Contractor Name)

_____ Date: _____

(Signature)

(Internal Use Only)

Approved: School Administrative Unit 21, Executive Director of Student Services:

(Print Name)

_____ Date: _____

(Signature)

**CONTRACTOR CANNOT BEGIN SERVICES UNTIL THIS COMPLETED PACKET IS
RETURNED TO SCHOOL ADMINISTRATIVE UNIT 21**