

INDEPENDENT CONTRACTOR AGREEMENT
By and Between

and
DESOTO PARISH SCHOOL BOARD

THIS CONTRACT FOR SERVICES (the “Agreement”) is entered into by and between _____ (hereinafter, “Contractor”), residing at _____, and the DeSoto Parish School Board (hereinafter, the “School Board”), located at 201 Crosby Street, Mansfield, Louisiana 71052 (and as authorized by the School Board).

I.
Engagement

The School Board hereby agrees to engage Contractor to perform the services provided herein, and Contractor agrees to perform the services hereinafter set forth in a timely, competent and professional manner.

II.
Scope of Services

Contractor agrees to perform services for the School Board solely on the terms and conditions set forth in this Agreement and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of duties specified in this Agreement. Contractor’s duties shall include performing services in his or her capacity as _____, and he or she shall fulfill any other duties reasonably requested by the School Board and agreed to by Contractor. Contractor shall perform other such services that are commensurate with his or her level of skill. Contractor further agrees that in all such aspects of the performance of any such work, Contractor shall comply with the policies, standards and regulations of the School Board, from time to time established, and shall perform the duties assigned faithfully, intelligently, and to the best of his or her ability and in the best interest of the School Board.

III.
Ownership of School Board Records

All records, reports, documents, and other materials which are transmitted by Contractor shall remain the property of the School Board and shall be returned by Contractor to the School Board at Contractor’s expense at the termination or expiration of this Agreement. All records, reports and documents, or other material related to this Agreement and/or obtained or prepared by

Contractor in connection with the performance of the services contracted for herein, shall become the property of the School Board and shall, upon request, be returned by Contractor to the School Board at the expense of Contractor.

IV.
Non-Assignability

Contractor shall not assign any interest in this Agreement by assignment, transfer or novation, without the prior written consent of the School Board. This provision shall not be construed to prohibit Contractor from assigning to his or her bank, trust company or other financial institution any monies due or to become due from this Agreement without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the School Board.

V.
Compensation and Payment Schedule

As full compensation for the services rendered pursuant to this Agreement, the School Board shall pay Contractor at the hourly rate of \$_____ per hour, with total payment not to exceed \$_____ (without the prior written approval of _____ or, Superintendent of the School Board (or his successor), or the designee thereof). Such compensation shall be payable within 10 days of receipt of Contractor's invoice for services rendered, which shall be supported by ordinary and reasonable documentation. The invoice(s) shall itemize in reasonable detail the dates in which services were performed, the number of hours spent on such dates and a brief narrative description of the actual services rendered.

The School Board shall reimburse Contractor for all reasonable and approved out of pocket expenses that are incurred in connection with the performance of the duties specified in this Agreement. Notwithstanding the foregoing, however, expenses for time spent by Contractor in traveling to and from School Board facilities shall not be reimbursable.

VI.
Taxes

The compensation set forth in Section V shall be the sole compensation due Contractor for services rendered hereunder. It is understood that the School Board will not withhold any amounts for payment of taxes from the compensation of the Contractor hereunder. Contractor will not represent to be or hold themselves out as an employee of the School Board. Contractor hereby agrees that the responsibility for payment of taxes from the funds that are received under this Contract shall be the Contractor's obligation and identified under Federal Tax Identification Number as shown in the Internal Revenue Service Form "W-9 – Request for Taxpayers Identification Number and Certification." The School Board will issue and mail an IRS Form

1099 to the Contractor for each calendar year the Contract is in effect. No payroll deductions (except for Louisiana retirement contributions) or employment taxes of any kind shall be withheld or paid by the School Board with respect to any payments to Contractor. Such taxes include but are not limited to FICA, FUTA, federal and state income taxes and state unemployment insurance taxes.

VII.
Term of Agreement

The term of service of Contractor shall begin on _____, 20____ and shall end on _____, 20____. If Contractor continues working beyond the term of this Agreement, with the consent of the School Board, such service(s) shall continue under the terms and conditions of this Agreement and shall be terminable by the School Board upon providing written notice to Contractor not less than two (2) weeks prior to the date of termination of service(s).

VIII.
Termination

Either party to this Agreement shall have the right to terminate this Agreement, with or without cause, by providing to the other party a two-week written notice.

IX.
Indemnification

Contractor shall indemnify and save harmless School Board against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the School Board arising out of, resulting from, or by reason of any intentional act or omission of Contractor which causes damage to School Board or its Contractors, representatives or agents or any of the property thereof. Such indemnification shall include the School Board's fees and costs of litigation including, but not limited to, reasonable attorney's fees.

X.
Force Majeure

Neither party to this Agreement shall be responsible to the other party hereto for any delays or for failure to perform caused by any circumstance reasonably beyond the immediate control of the party prevented from performing including, but not limited to, acts of God.

XI.
Entire Agreement; Amendment or Modification

This Agreement contains the entire agreement between the parties. No representations were made or relied upon by either party, other than those expressly set forth in this Agreement. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

XII.
Confidentiality

Contractor acknowledges that he or she will have access to information, records, processes and procedures used by the School Board during the term of this Agreement and agrees that he or she shall not disclose any of the aforesaid proprietary information, records, processes and procedures used by the School Board, directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required by this Agreement or as otherwise required by law. All files, service logs, information, letters, electronic communications and any similar writings or communications, whether prepared by Contractor in connection with this Agreement, or otherwise coming into his or her possession, shall remain the exclusive property of the School Board. Upon the expiration or earlier termination of this Agreement, or whenever requested by the School Board, Contractor immediately shall deliver to the School Board all such files, service logs, information, letters, electronic communications, and any and all such similar writings or communications in his or her possession or under his or her control.

Both parties expressly agree to abide by applicable statutes, regulations, rules, and ethical practices in maintaining the confidentiality of all personally identifiable student information.

XIII.
Conflicts of Interest

During the term of this Agreement, Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties under this Agreement as is necessary to perform the required duties in a timely, competent and productive manner. Contractor also may perform services for other parties or employers while also performing services for the School Board, but only upon his or her receipt of written approval from the School Board.

XIV.
Notices

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or deposited in the United States mail to the

respective addresses of the School Board and Contractor, as follows:

If to Contractor:

ATTN: _____

If to the School Board:

ATTN: Business Department
DeSoto Parish School Board
201 Crosby Street
Mansfield, LA 71052

Any party hereto may change its address for purposes of this paragraph by providing written notice given in the manner provided above.

This Agreement, which shall be construed, governed and interpreted under the laws of the State of Louisiana, and for which the parties hereto expressly agree shall have venue solely either in the Louisiana district court in DeSoto Parish, Louisiana or the Western District of Louisiana Federal Court, shall become effective immediately upon joint signatures of the parties.

Contractor

School Board Administrator
Title:_____

Superintendent of Schools
DeSoto Parish School Board

DATE:_____

DATE:_____

DeSoto Parish School Board Account Code