

CONTRACTED SERVICES AGREEMENT

This agreement is made as of the date last written below by and between the **Jefferson County Board of Education** (hereinafter "Board") and _____

Name of Service Provider/Contractor

(hereinafter "Contractor"), to provide services for the Board based on the following terms, conditions and considerations:

1. **Duties:** Contractor agrees to provide _____ duties for Board which shall include _____
2. **Schedule:** Contractor will be engaged to work at the following described location(s) and at the following date(s) and time(s): _____

3. **Compensation:** For the services provided under this agreement, Contractor will be paid as follows: \$_____ per _____ (i.e. hour, day, week, month, job). The funding source for this contract is _____. Such compensation shall not be considered as wages, and Board shall not withhold taxes from said amounts.
4. **Term:** The term of the agreement shall remain in effect through _____.
5. **Payment:** Contractor shall provide the Board/School with a detailed and itemized invoice for all services rendered. Payment for services provided hereunder will be made within a reasonable time after receiving an invoice from Contractor.
6. **Termination:** Either party may cancel this agreement for any reason whatsoever upon seven (7) days written notice to the other party or immediately, without notice, upon the mutual agreement of the parties.
7. **Relationship of Parties:** Board and Contractor agree and acknowledge that Contractor is an independent contractor and shall not be considered an employee of the Board. As such, Contractor shall be solely responsible for his or her own taxes, insurance, and benefits, and shall not be entitled to any benefit offered by the Board to its employees, or any benefit or program offered or required by state law to employees. Contractor shall not be considered an "employee" for purposes of ALA. CODE §16-24-1, et seq. or §36-26-100, et seq., and shall have no right to employment, reappointment or continued service, as may be provided by state law.
8. **Insurance:** Board shall not provide Contractor with insurance of any type and Contractor shall be responsible for his or her own insurance coverage. Contractor hereby certifies that he or she has applicable liability or other insurance in appropriate amounts and of appropriate types to provide coverage in the event of a claim, and agrees to provide evidence of that insurance upon request by Board. If requested, Contractor will have the Board and applicable employees named as additional insured's on all said policies. [THIS PROVISION MAY BE ELIMINATED UPON SPECIFIC APPROVAL OF SUPERINTENDENT OR DESIGNEE.]
9. **Background Checks:** The Board reserves the right to require Contractor to undergo a background check as a condition to providing services to the Board. Contractor hereby consents to a background check if so required, agrees to provide such information necessary to perform it, and agrees to be responsible for payment of all fees associated with the background check. If a background check is required, Contractor shall not perform any service for the Board until such check is complete, provided, however, that work may be performed on a temporary emergency basis if specifically authorized by the Superintendent, the Deputy Superintendent(s) for School and Community Support or the Deputy Superintendent for Teaching and Learning. Contractor shall not perform any service for the Board until Contractor has been notified by the Board that he or she may perform services for the Board.

SERVICE PROVIDER/CONTRACTOR:

By: _____
[Signature of Service Provider/Contractor is required prior to submission to Board]

Date: _____

JEFFERSON COUNTY BOARD OF EDUCATION:

By: _____
Board President

Attest: _____
Superintendent

Date: _____

FOR SCHOOL USE ONLY
Please check one of the following boxes:

The principal/director has verified that this contractor **IS NOT** a retiree of a **RSA** (Retirement Systems of Alabama, including **TRS** (Teachers' Retirement System), participating employer.

The principal/director has verified that this contractor **IS** a retiree of a **RSA** (Retirement System of Alabama), including **TRS** (Teachers' Retirement System), participating employer.

FOR SCHOOL USE ONLY
Please check YES or NO for each of the following statements:

Please ask the contractor the following questions to determine the correct form (Contracted Services Agreement or Form 3) to submit for board approval.

1. The contractor **provides** this service **exclusively** to the Jefferson County School System.

YES _____ NO _____

If YES, submit to HR on a Form 3 as a part-time employee.

2. The contractor **provides** this service to **other entities**, i.e., school systems, churches, businesses, etc.

YES _____ NO _____

If YES, submit on this form, the Contracted Services Agreement.

FOR CENTRAL OFFICE USE ONLY

In order for a background check to be performed, the following information and \$20.00 cash (if it has been a year since the previous background check was run) is needed:

Full Name: _____

Social Security Number: _____

Date of Birth: _____

This page **will not** become a part of the Contracted Services Agreement.