

CONTRACTED SERVICES AGREEMENT

This agreement is made as of the date last written below by and between the **Mountain Brook 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 and Termination:** The agreement shall remain in effect through _____ (Expected Termination Date), unless terminated earlier by either party. Either party may terminate the agreement before the Expected Termination Date for any reason whatsoever upon seven (7) days written notice to the other party, or immediately, without notice, upon mutual agreement of the parties.
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 30 days 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. 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: _____ Contact Phone/Email: _____

MOUNTAIN BROOK BOARD OF EDUCATION:

By: _____
Superintendent

Board Approval Date: _____
(If contract term is greater than 30 days)

Date: _____

FOR BOARD/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.

Attest: _____
Principal / Director

Date: _____