

**Independent Contractor Agreement**

AGREEMENT BETWEEN Center Grove Community School Corporation (hereinafter "Company") located at 4800 West Stones Crossing Road, Greenwood, IN 46142, and \_\_\_\_\_, an Independent Contractor ("Independent Contractor").

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The Independent Contractor shall be identified as follows:

Name: _____	Type of Entity:
Address: _____	<input type="checkbox"/> Individual
_____	<input type="checkbox"/> Corporation
City/State/ZIP: _____	<input type="checkbox"/> Sole proprietorship
Business Telephone: _____	<input type="checkbox"/> Partnership
Social Security or	
Employer Identification Number: _____	

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IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

**Work to Be Performed**

Company desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Term of Agreement**

The services called for under this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

**Technical Direction**

The Independent Contractor shall receive technical direction only from \_\_\_\_\_ or his or her designee.

**Terms of Payment**

Company shall pay the Independent Contractor according to the following terms and conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reimbursement of Expenses**

Company shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing in the above paragraph.

**Federal, State, and Local Payroll Taxes**

Company shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Independent Contractor or the employees of the Independent Contractor. Company shall not treat the Independent Contractor as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Notice to Independent Contractor About Its Tax Duties and Liabilities**

The Independent Contractor understands that he or she is responsible to pay, according to law, the Independent Contractor's federal and state income taxes, and that Company is not withholding or paying any portion of Independent Contractor's taxes. If the Independent Contractor is not a corporation, the Independent Contractor further understands that the Independent Contractor may be liable for self-employment (Social Security) tax, to be paid by the Independent Contractor according to law.

**Responsibility for Workers' Compensation**

No workers' compensation insurance shall be obtained by Company covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor.

**Termination of Agreement**

This Agreement may be terminated at any time by Company or the Independent Contractor, by written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement. Company shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to Company that (1) he or she is not and shall not be construed to be an employee of the company and that his or her status shall be that of an independent contractor solely responsible for his or her actions and inactions; (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of Company; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of Company or to otherwise create obligations of Company to third parties.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of

\_\_\_\_\_.

INDEPENDENT CONTRACTOR

By \_\_\_\_\_

Print name \_\_\_\_\_

Title (if applicable) \_\_\_\_\_

COMPANY

By \_\_\_\_\_

Print name \_\_\_\_\_

Title (if applicable) \_\_\_\_\_

**Checklist: Consultant VS Employee**

Name of Individual:

**Consultant**

- Written contract for services performed
- Works for more than one firm
- Performs services which are unique
- Brings special expertise or knowledge
- Not an existing or past employee
  
- Does not require training
- Develops own procedures
- Does not supervise other employees
- No set working hours
- Reports at completion of project
- Payment for work completed
- At risk of profit or loss
- Pays own business expenses
- Furnishes own tools/materials
- Provides own office
- Works on own premises
- Specific start and end date
- Not part of core business purpose
- No one else does similar work
- No benefits paid
- Available to the general public
- May only quit based on contract terms

**Employee**

- No contract for services performed
- Works for only one firm
- Other employees perform similar tasks
- Other employees have similar expertise
- Is or has been an employee in the past
  
- Does require training
- Employer provides procedures on what to do
- Supervises other employees
- Set working hours
- Routine required reports
- Payment by the hour, day, week, month, etc.
- No risk of profit or loss
- Reimbursed for business expenses
- Employer provides tools/materials
- Employer provides office
- Works on employer's premises
- Continuing relationship
- Integrated into core business purpose
- Other employees do similar work
- Employer pays benefits
- Available only to the employer
- May quit at any time

Checklist Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Checklist Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_