

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT was made this ____ day of _____, 20__ between:

_____, hereinafter referred to as the “Constituency Assistant”, and

_____ hereinafter referred to as “the Trustee”.

1. Term

This Independent Contractor Services Agreement shall commence on _____ (dd/mm/year) and shall come to an end no later than August 31, 2015.

2. Services

The Trustee wishes to retain the services of the Constituency Assistant as an independent contractor on a fee for service basis to carry out project-based assignments which have been described in the attached memorandum.

A project-based assignment may be described in a memorandum from the Trustee to the Constituency Assistant, together with dates for the deliverables and the associated budget for fees (“the Project Memorandum”). The Project Memorandum shall be initialled by the Constituency Assistant as evidence that the assignment is accepted.

Subject to any express terms of this Independent Contractor Services Agreement to the contrary, the Constituency Assistant will have sole discretion to determine the method, manner, details, and means of performing the services. The Constituency Assistant shall at all times abide by and uphold all regulatory rules and requirements set by the Toronto District School Board (hereinafter “the Board”).

3. Confidentiality

The Constituency Assistant may acquire information that is highly sensitive and confidential to individuals, the Trustee and/or the Board. The Constituency Assistant shall treat all such information confidentially, and shall not divulge it to, or discuss it with anyone without the Trustee’s express consent.

For this reason, Constituency Assistants cannot hold positions of employment with the Board.

In addition, the Constituency Assistant acknowledges that the confidentiality of personal information is protected by legislation. The Constituency Assistant shall maintain in strict confidence all personal information acquired, including personal information pertaining to students, constituents and personnel of the Board, as required by applicable privacy laws.

The Constituency Assistant’s obligation of confidentiality shall survive the termination of this Independent Contractor Services Agreement.

4. Fees

The Constituency Assistant shall, in the normal course, be compensated for services rendered at an hourly fee of \$ ____.

A different fee or fee structure may be contracted for between the Constituency Assistant and the Trustee in respect of a particular project-based assignment and if that is the case, the fee shall be specified in the Project Memorandum.

5. No Guarantee

This Independent Contractor Services Agreement does not guarantee that any minimum or specific amount of fees will be payable to the Constituency Assistant.

6. Expenses

The Constituency Assistant shall be responsible for all expenses incurred while providing services under this Independent Contractor Services Agreement, and shall provide all of the tools required in the performance of these services, including but not limited to the following:

- Office space as required.
- Communications equipment and fees associated therewith, including computers, printers, faxes, internet connections, cellular telephone equipment and service, etc.
- Automobile and any travel expenses.
- Office equipment and supplies.

On an exceptional basis, and subject to the prior written approval of the Trustee, as contained in the Project Memorandum, the Constituency Assistant may invoice a special disbursement incurred while performing services contracted for under this Independent Contractor Services Agreement and which cannot be reasonably borne by the Constituency Assistant in view of the fees arrangement provided for under this Independent Contractor Services Agreement.

7. Invoices

The Constituency Assistant shall deliver an invoice to the Trustee at a rate of \$ ____ per hour of service provided plus any applicable Goods and Services Tax, Harmonized Sales Tax or the like (hereinafter "sales taxes"). If fees are invoiced at a different rate, a copy of the initialled Project Memorandum shall be attached to the invoice.

Each invoice must be submitted within two (2) weeks following the end of the calendar month in which the services were provided.

Each invoice shall be addressed to the Board on behalf of the Trustee, shall comply with the requirements and conditions of this Independent Contractor Services Agreement and shall be subject to the Trustee's approval prior to payment. The Board shall act as administrator for the Trustee solely for the purposes of payment of fees to the Constituency Assistant and in such capacity shall pay the approved fees (including sales taxes) by direct deposit to the Constituency Assistant's bank account. For that sole purpose, the Constituency Assistant shall provide a voided blank cheque to the Board.

No statutory or other deductions shall be deducted from the fees paid to the Constituency Assistant under this Independent Contractor Services Agreement. The Constituency Assistant must declare any income received under this Independent Contractor Services Agreement as required by law. The Constituency Assistant will be solely responsible for the payment, withholding, deduction and remittance of all taxes and for the fulfilment of all other statutory obligations applicable to the services provided and paid for under this Independent Contractor Services Agreement.

The Board shall report the fees paid to the Constituency Assistant under this Independent Contractor Services Agreement by issuing to the Constituency Assistant and delivering a duly completed T4A form to the Canada Revenue Agency on behalf of the Trustee. For that sole purpose, the Constituency Assistant shall provide his or her Social Insurance Number to the Board.

The Constituency Assistant shall take all necessary steps to register, to collect and to remit (together referred to as “remit”) sales taxes as required by law. If the Constituency Assistant is required to remit sales taxes, the registration numbers and all applicable taxes shall be itemized on the invoice.

8. Technology

The Trustee may request that the Board establish a *tdsb* email address for the Constituency Assistant, if necessary in order to permit the Constituency Assistant to provide the services contracted for under this Independent Contractor Services Agreement. The Constituency Assistant’s access to the Board’s information technology network shall be limited to the access required in order to send and receive emails at that address (hereinafter “email privileges”).

If email privileges are granted to the Constituency Assistant by the Board, the following conditions shall apply:

- Email privileges are provided to the Constituency Assistant at the sole discretion of the Board and may be suspended at any time and for any reason by the Board.
- The Constituency Assistant shall have no other privileged access to the Board’s information technology.
- The Constituency Assistant must comply at all times with all Policies and Procedures of the Board dealing with use of email, and with the highest standards of decorum and protocol to be expected of the holder of a *tdsb* email address.
- The email privileges are to be used for the sole and exclusive purpose of providing the services contracted for under this Independent Contractor Services Agreement and for no other purpose.
- The Constituency Assistant has no expectation of privacy in the content of emails sent from or received in a *tdsb* email address. These may be accessed by the Trustee and/or by the Board.

9. Board Policies and Procedures

When providing services under this Independent Contractor Services Agreement, the Constituency Assistant shall adhere to all of the Board’s policies and procedures, as those may be amended from time to time.

10. Other Activities

The Constituency Assistant is free to enter into agreements to provide services to other entities during the term of this Independent Contractor Services Agreement provided that any such agreement must not create any real or perceived conflict of interest or loyalty, or otherwise interfere with the Constituency Assistant's provision of services under this Independent Contractor Services Agreement.

For the term of this Independent Contractor Services Agreement, the Constituency Assistant shall refrain from engaging in any activity that may conflict with, or may be perceived to conflict with, the interests of the Trustee or the Board. The Trustee and the Board on behalf of the Trustee have the right to determine whether such a conflict exists.

11. No Employment

The parties to this Independent Contractor Services Agreement acknowledge and confirm their intention that the Constituency Assistant is an independent contractor and not an employee of the Trustee or the Board.

Neither party to this Independent Contractor Services Agreement shall have, nor shall hold him or herself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon the other party, unless the consent of the party to be so bound is given in advance and in writing.

Neither the Trustee nor the Board on behalf of the Trustee shall be liable or responsible to provide any payments or fringe benefits (including group insurance or other employee benefits) other than as explicitly stated herein and the Trustee is specifically not responsible for any vacation, overtime, holiday, termination or severance pay. The Constituency Assistant shall not be listed on the Trustee's or the Board's Workplace Safety and Insurance Board accounts, if any.

12. Indemnities

The Constituency Assistant agrees to indemnify and hold harmless the Trustee, the Board and its employees from any and all losses, damages, costs or expenses (including reasonable legal fees and disbursements) incurred by them that arise from the Constituency Assistant's wilful misconduct or his/her gross negligence in performing the services.

The Constituency Assistant agrees that he/she shall not be named as an insured on the Trustee's or the Board's Comprehensive General Liability, Directors and Officers or other insurance coverage.

In the event that any claims are made against the Trustee or the TDSB in respect of any failure on the part of the Constituency Assistant to remit any income or other taxes, Canada Pension Plan payments or Employment Insurance remittances as a result of having received fees for services rendered under this Contract, the Constituency Assistant shall indemnify the Trustee and/or Board and shall maintain them harmless from and against such claims and any related penalties.

In the case of any inquiry from a tax authority, the Constituency Assistant shall immediately contact the Trustee and the Board.

Indemnities payable by the Constituency Assistant under this section may be set off against any amount owed to the Constituency Assistant by the Trustee or by the Board on behalf of the Trustee.

13. Background Check

The Constituency Assistant shall submit to a criminal background check by the Toronto Police Service and shall submit the resulting report to the Board within sixty (60) days of the signature of this Independent Contractor Services Agreement.

14. Termination of Agreement

This Independent Contractor Services Agreement may be terminated prior to its expiry as follows:

- By the Constituency Assistant or the Trustee upon fourteen (14) days written notice.
- By the Trustee, in writing but without notice, for failure to perform the services contracted for under this Independent Contractor Services Agreement.

15. Assignment

The Constituency Assistant may assign his or her rights under this Independent Contractor Services Agreement, subcontract or otherwise delegate the services to be performed hereunder, with the Trustee's written consent, such consent not be unreasonably withheld.

16. Entire Agreement

This Independent Contractor Services Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding with respect to its subject matter, whether written or oral. There are no representations or warranties made by either party and there are no assurances given by either party except as specifically stated in this agreement.

17. Severability

If any provision of this Independent Contractor Services Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

18. Amendments

Except as specifically provided herein, no amendment, change, or modification of this Independent Contractor Services Agreement shall be valid unless presented in writing and signed by the parties hereto. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Signed by:

| Trustee | Constituency Assistant | Date |
|---------------------------------------|-------------------------------|-------------|
| Constituency Assistant Name (Print): | | |
| Address (please include Postal Code): | | |
| Phone #: | | |
| SIN: | | |
| Email Address: | | |

Attach a **Void Cheque** (if you are not a returning Constituency Assistant).

