



District Contract Services, LLC

Please complete the following forms and submit to the address below **prior to the start of your season.**

- **Personal Information Form**
- **W-9**
- **DCS Independent Contractor Agreement**
- **Copy of Your Driver's License and Social Security Card**

DCS cannot submit payment until all requirements have been met. To expedite your registration please email to DCS immediately!

- **Email to: info@districtcontractservices.com**
- **Mail to: District Contract Services
PO Box 808
Milford, MI 48381**

<p>Questions: Call us at 248-240-0152</p>
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District Contract Services, LLC

Personal Information Form

First Name:	MI:	Last Name:	Date of Birth:
Street Address:		City:	Zip:
Email address:		Cell phone:	
Position Sought:		Available Start Date:	
Social Security Number:			

Former Coaching Experience

District	School	Position	Level	Years in Position

Additional Certifications (CPR, State Certifications, ETC)

Area of Certification	Issue Date	Expiration Date

For Office Use Only:

Date Livescan Fingerprinting Complete:

Fingerprint file at what location:

Date Received Authorization to Hire from District:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



DISTRICT CONTRACT SERVICES, LLC

Independent Contractor Agreement

This INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into this ____ day of _____, 201__ by and between _____ [print full name], (the "Contractor"), for himself/herself/itself and his/her/its heirs, executors, administrators, related entities and assigns, and **DISTRICT CONTRACT SERVICES, LLC**, a Michigan limited liability company (the "Company").

RECITALS

WHEREAS, the Company is engaged in the placement of elementary, middle school, and high school level athletic coaches and educational related staff for local school districts in Michigan on an independent contracting basis and,

WHEREAS, Contractor provides elementary, middle school, and/or high school athletic coaching services and desires to provide said services to Company in accordance with the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. Contractor's Services. Contractor shall be and is hereby engaged as an independent representative and Contractor to provide athletic coaching services to and as assigned by Company and it's customers and Contractor hereby accepts such engagement to serve as an independent contractor to provide the services as set forth in this Agreement for the consideration, and upon the terms and conditions set forth in this Agreement. Contractor shall be available and shall provide to the Company athletic coaching services to Company's customers and accounts as may be needed and requested by Company. Contractor is initially engaged to serve as the _____ coach [describe specific coaching position] for the _____ School District for the _____ season.

2. Consideration.

A. RATE. In consideration of the Services to be performed by Contractor under this Agreement the Company will pay Contractor a flat contract fee based upon and pursuant to the Fee Schedule attached to and incorporated herein as Exhibit A.

B. EXPENSES. Contractor will be responsible for its own expenses incurred including but not limited to: all travel expenses to and from all work sites; meal expenses; administrative expenses; and miscellaneous travel-related expenses including parking and tolls incurred while this Agreement between Contractor and the Company exists.

C. ACCEPTANCE OF WORK. All Contractor's services are subject to the direction, review and acceptance by the Company and School District for which the services are being rendered and the Company and School District reserve the right to reject or evaluate any service at any time for any reason. Contractor represents that he/she is fully trained and qualified , by education, knowledge



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and experience, to act as coach and the level (i.e., elementary, middle school, high school-freshman, J.V. or varsity) at which the Contractor is ready to be assigned.

3. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed to create a Company-Contractor partnership or joint venture relationship between the Company and Contractor. Contractor is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Contractor hereunder. Contractor will not represent to be or hold itself out as an officer, director, or employee of the Company and Contractor acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Company's regular employees, directors, or officers. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Contractor's sole responsibility and Contractor shall indemnify and hold Company harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. Contractor shall be wholly responsible for paying all of his/her own taxes, including Federal and State Income Taxes, FICA, FUTA, Worker's Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. Contractor shall defend, indemnify and hold harmless the Company from and against any claims by any taxing authority, for any taxes, interest or penalties relating to Contractor or his/her employees or agents.

4. Term and Termination. The term of this Agreement shall commence on _____ (the "Effective Date") and shall continue for the period of the athletic season or camp, ending on _____, unless sooner terminated as provided for in this Agreement. Notwithstanding anything herein contained, this Agreement may be terminated by either party without cause upon seven (7) days advance written notice or immediately by Company for Cause.

A. CAUSE. For purposes of this Agreement, the term "Cause" shall mean:

(i) the failure by the Contractor to comply with any of the material terms of this Agreement after being given written notice of such failure by Company or by the School District and the failure to cure such condition within five (5) days after receipt of such notice;

(ii) the failure by the Contractor to implement, or adhere to, reasonable policies or directives of Company or the Superintendent of the School District after being given written notice of such refusal by Company or the School District and the failure to cure such condition within five (5) days after receipt of such notice;

(iii) the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement, and the failure to cure such condition within five (5) days after receipt of such written notice from Company or the School District of such failure.

B. CONTINUED SERVICE. In the event Contractor sends the Company written notice of his intent to terminate this Agreement pursuant to this Section, Contractor shall continue to provide professional services to the Company during the aforesaid seven (7) day period. Notwithstanding the foregoing, if the Contractor sends Company written notice of its intent to terminate this Agreement



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pursuant to this Section, Company may specify services shall cease immediately on the day said notice of termination is received by Contractor.

C. FINAL ACCOUNTING. In the event of termination of this Agreement, a final accounting will be made between the Parties and any and all compensation which has accrued as of the effective date of such termination shall be paid to Contractor in accordance with the terms of this Agreement, but no additional compensation shall be due to Contractor.

5. Contractor's Taxpayer I.D. Number. Contractor shall complete and submit to Company Form W-9. The Contractor is trained to perform the agreed upon services enumerated herein and covenants that it maintains all valid licenses, permits, training and registrations to perform same. Contractor represents to have a valid Michigan driver license and shall provide a photocopy to Company. Contractor shall immediately notify Company of any suspension, revocation or restrictions of Contractor's driver license.

6. Insurance. The Company will carry the following insurance coverage: a. General Liability Insurance covering personal injury, bodily injury, property damage and employer's practices coverage, in the amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. b. Umbrella Liability Insurance coverage in an amount not less than (\$1,000,000) per single occurrence and aggregate. c. Change or Cancellation Notice – Company shall notify district in advance of any change or cancellation of the policies as per district policy.

Contractor shall defend, indemnify and hold harmless Company from and against any claim for workmen's compensation brought by or on account of Contractor or by any of his/her employees or agents.

7. Non-Solicitation; Proprietary Information. In consideration of this Agreement and the consideration herein, the Contractor is prohibited from soliciting business from customers of Company or prospective customers of Company identified during the term of this Agreement. Contractor accepts the obligation to inform Company of prospective business opportunities.

For purposes of defining customers and prospective customers relative to soliciting business of and performing services for customers or prospective customers as set out in this Agreement, a "customer" is any entity that Company has provided services to within the twenty-four (24) month period before the date of the Contractor's termination; a "prospective customer" is any entity that has been subject to documented Company sales and marketing activity, other than mass mailings, within six (6) months prior to the Contractor's termination date.

It is expressly understood and agreed that although the Contractor and the Company consider the restrictions contained in the foregoing paragraph to be reasonable for the purpose of preserving for the Company, its good will, and other proprietary rights of the Company, if the aforesaid restrictive covenant is found by any court having jurisdiction to be invalid or unreasonable because too broad in any extent, then the restrictions herein contained shall nevertheless remain effective, but shall be deemed amended as may be considered to be reasonable by such court, and as so amended shall be enforced. This section shall survive termination of the Agreement and consulting relationship.

8. Confidentiality. In the course of performing consulting services, the parties recognize that Contractor may come in contact or become familiar with information which the Company or its subsidiaries or affiliates or clients may consider confidential. This information may include, but is not limited to, information pertaining to customers, contractors, suppliers, financial information, business processes or other which information may be of value to a competitor. Contractor agrees to keep all such information confidential and



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not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

Further, the Contractor acknowledges that in the course of his consulting for the Company, Contractor will be exposed to and will obtain access to materials and information of Company that constitute trade secret, confidential and/or proprietary information of Company, including without limitation, descriptions of Company's processes and services, proposed products and services, internal business and operating systems, business plans, Contractor compensation plans, the identities of suppliers, customers and prospective customers, identities of contractors and prospective contractors, prices and pricing policies and computer programs and software. Contractor agrees that he shall not use or disclose, during or after his employment with Company, such information for any purpose other than in connection with his employment and shall not disclose any such information to any person outside of Company. The Contractor shall, upon request by Company, return or destroy, as directed by Company, any media in/on which such information is recorded.

The Contractor shall also observe any restrictions with respect to the use and disclosure of the confidential information of Company's customers or that are reasonably required by such customers.

By entering into this agreement, Contractor represents and warrants that he is able to perform the contemplated duties of employment without breach of confidentiality or disclosure of proprietary information of any third party, and that no proprietary information of any third party shall be disclosed to Company. Contractor also represents and warrants that he is not prohibited from entering into this agreement by any non-competition agreement, or any other restrictions.

Further, the Contractor agrees to indemnify and hold Company harmless from all claims or causes of action by any person or entity against Company arising out of any alleged breach by Contractor of any confidentiality agreement, non-competition agreement or any other restrictions inconsistent with foregoing representation of Contractor. This paragraph shall survive termination of this Agreement.

9. Competent Work. All work will be done in a competent fashion in accordance with applicable standards of the profession and School District and all services are subject to final approval by a representative of the Company and/or School District prior to payment.

10. No Authority to Contract. The Contractor will make no representations, warranties, or commitments binding Company or School District without prior written consent. Contractor shall have no authority to commit Company or the School District to any contract or obligation, without the express prior approval of Company or School District. No contract may be executed on behalf of Company or School District by Contractor without the express prior approval, and only authorized personnel of Company and School District are authorized to execute any such contracts.

11. School Safety Initiative. The Contractor acknowledges and agrees that unless the Company or School District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, the Contractor will have it, or any of its agents, employees or representatives who will be on the School District premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, prior to commencing any work under this Agreement. The Contractor further agrees to provide the School District with a copy of all fingerprinting and criminal history background reports prior to commencing any work under this Agreement. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, the Contractor represents and warrants to Company that it will at all times during the term of this Agreement be in compliance with the provisions of Michigan Public Act 84 of 2006, including, but limited to, reporting to Company and School District within 3 business days of when it, or any of its agents, employees or representatives who will be on the School District premises, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately



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report to the Company and School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold Company, its employees, representative, agents, administrators, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006 or this Paragraph.

12. Legal Right. Contractor covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Contractor shall indemnify and hold harmless the Company from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 4 and to terminate all obligations of the Company to pay any amounts which remain unpaid under this Agreement.

13. The Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

14. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to Contractor: _____ [name]
_____ [address]
_____ [phone]

2. Notices to the Company: DISTRICT CONTRACT SERVICES, LLC
ATTN: Jennifer Cullen, Manager
P.O. Box 808
Milford, MI 48381

15. Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired

16. Miscellaneous.

a. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.



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b. Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Contractor and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Contractor of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

c. Governing Law, Severability. This Agreement shall be governed by the laws of the State of Michigan. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

COMPANY:

CONTRACTOR:

DISTRICT CONTRACT SERVICES, LLC

By: Jennifer Cullen

Its: Manager

Date: _____

_____ [print name]

By: _____

Its: _____

Date: _____



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**Exhibit A
Fee Schedule**

Contractor shall receive a fixed Term fee based upon the following Schedule pursuant to Section 2 of the Independent Contractor Agreement (“Agreement”).

I. Fixed Term Fee

Company agrees to pay to Independent Contractor a fixed Term fee adjusted based upon the relevant School District compensation schedule in the amount of \$_____ after reduction of Company fees on an at-will basis as set forth in the Agreement for the _____ sports season/camp beginning _____ and ending _____ (or earlier depending upon the team’s results), in consideration of the athletic coaching services rendered by Contractor to and for the Company.

II. Payment.

The fee shall be paid as follows:

- a. The total Fee amount shall be paid on or before the 30th day following the last day of the season/camp provided all relevant materials necessary for the completion of the contracted position are returned.
- b. CONTRACTOR FULLY UNDERSTANDS AND AGREES THAT THE OBLIGATION TO MAKE ANY PAYMENT HEREUNDER IS SUBJECT TO THE EXPRESS CONDITION PRECEDENT OF PAYMENT HAVING BEEN RECEIVED FROM THE SCHOOL DISTRICT TO WHICH THE CONTRACTOR IS ASSIGNED.

In the event of termination of this Agreement pursuant to Section 4 therein, Contractor will receive its fee due hereunder on a prorated per basis during the notice period up to the effective termination date of this Agreement as more particularly set forth in said Section unless otherwise agreed in writing by the parties.

Initials: _____

Dated: _____