WELLNESS INSTRUCTOR SERVICES AGREEMENT

This is an Agreement by and between U.S.D. No. xxx, (hereinafter referred to as “School District”) and __________________________ (hereinafter referred to as “Instructor”).

WHEREAS, School District wishes to engage Instructor as an independent contractor in connection with services related to the School District’s Wellness Program, and WHEREAS, Instructor is willing to provide such services to School District under the following terms and conditions,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Instructor, as an independent contractor, agrees to perform, during the term of this agreement, Instructor services for School District relating to __________________________________________________.

2. School District agrees to pay for services at the rate of __________________________________.

3. For the purposes of this agreement, “hours of service provided” is defined as actual hours on-duty.

4. School District reserves the right to cancel any wellness class, at its sole discretion, in the event that less than the required posted minimum are registered for the class prior to the enrollment deadline. Either party may at their sole discretion terminate this agreement prior to its expiration by providing 30 days written notice to the other party of intent to terminate.

5. If a class is cancelled due to insufficient enrollment, the School District will provide Instructor with at least 24 hours advance notice of such cancellation. Instruction may receive notice of class cancellation due to inclement weather via radio or TV announcements or by calling xxx-xxxx.

6. School District will not deduct or withhold any taxes, FICA, or other deductions. As an independent contractor, Instructor will not be entitled to any fringe benefits, such as unemployment insurance, medical insurance, worker’s compensation, pension plans, or other such benefits that would be offered to regular employees.

7. In the week following a month during which Instructor provides services to School District, Instructor will provide School District with a billing statement that sets out the total number of hours for which Instructor services were provided on behalf of School District, together with the rate for such hours and the total amount due Instructor from School District for services for that previous month. Within forty-five (45) days from receipt of such billing statement, School District will pay Instructor the total amount due that is stated in the billing statement.


9. Final Agreement: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties concerning the subject hereinabove mentioned. No modification of this Agreement shall be effective until such modification is reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this agreement on the date noted below.

Date Signed: _________________________     Date Effective: ___________________ To ____________________

____________________________________      __________________________________________
INSTRUCTOR         SCHOOL DISTRICT EMPLOYEE
________________________________________
TITLE

Figure 39.1 Wellness instructor services agreement.