



Independent Contractor Agreement

THIS AGREEMENT entered into this date Monday, October 10, 2023 by and between The Intergenerational School (TIS) hereinafter called TIS and **East End- The Children of Ubuntu Learning Center**

WITNESSETH

WHEREAS, TIS requires the service of an independent, qualified **After School Programming** to manage said programs

and,

WHEREAS, **East End- The Children of Ubuntu Learning Center** is deemed qualified to perform in this capacity and is interested in doing so.

NOW, THEREFORE, THE PARTIES AGREE TO AS FOLLOWS:

I. TERM

TIS shall engage **East End- The Children of Ubuntu Learning Center** in the capacity set forth from **October 10, 2023** until either party wishes to terminate this Independent Contractor agreement at any time with 10 business day notice.

II. PAYMENT

The **East End- The Children of Ubuntu Learning Center** shall receive **\$0 for their services from The Intergenerational School.**

The parents/caregiver of The Intergenerational School parents shall be charged a \$25 registration fee for administrative purposes determined by the East End- The Children of Ubuntu Learning Center. The organization reserves the right to seek this registration fee annually.

III. RESPONSIBILITY OF PARTIES

The parties herein intend that an independent contractor relationship will be created by this contract. TIS is interested in the conduct, control, and completion of the work as set forth in Section IV will lie solely with the **East End- The Children of Ubuntu Learning Center**

IV. EAST END- THE CHILDREN OF UBUNTU LEARNING CENTER RESPONSIBILITY

JOB'S PRIMARY DUTIES AND RESPONSIBILITIES

The organization shall provide the following services: Tutoring and Homework Assistance, School Transportation to and from events, Field Trips and Family Engagement events,

- The organization shall provide TIS all marketing materials
- The organization shall provide TIS ample notice of a cancellation of programming ideally by 12:00 p.m. and no later than 2:00pm on the day of the cancellation.
- The organization shall provide personnel that monitors all students during after school programming. The organization shall provide a primary administrative point of contact
- The organization will provide TIS documentation of BCI/FBI for all its employees that will interact with students.
- The organization shall provide necessary materials required to meet the services listed above.
- The organization shall take care to return all TIS classrooms and instructional space back to its original order including resetting tables, desks, and chairs, putting trash in trash cans and alerting custodial staff of trash needing to be removed due to overflow and/or odors. If snacks or drinks are served the organization will be responsible for the clean-up of food and drinks after use.
- The organization shall take care to ensure that all TIS classroom materials are not used by personnel or students taking part in programming. The organization and students should not use the teacher's desk, drawers, or desktops. The organization shall ensure that the classroom and instructional spaces used are "user ready" before leaving for the day.
- The organization will abide by all TIS Safety Protocols

V. TIS'S RESPONSIBILITY

- The Intergenerational School shall provide classroom and instructional space for programming on the 2nd, 3rd, or 4th floor of the school to be determined by the Principal in consultation with The Organization's primary contact.
- The Intergenerational School shall provide electronic keys to access the building.
- The Intergenerational School shall assist in sharing marketing materials or necessary information
- The Intergenerational School shall provide a school calendar and alert The Organization of any closures or changes in schedule that could affect programming. Note that TIS follows Cleveland Municipal School District for snow and weather closures.

VI. INDEPENDENT CONTRACTOR STATUS

The status of **East End- The Children of Ubuntu Learning Center** shall be that of independent contractor and the Independent Contractor shall not be considered employees of the TIS and shall not be entitled to receive any fringe benefits associated with regular employment and shall not be



subject to the provisions of TIS. The **East End- The Children of Ubuntu Learning Center** shall be responsible for payment of all federal, state and local taxes associated with compensation received pursuant to this Agreement. TIS in no way controls, directs or has any direct responsibility for the actions of the _____ herein.

VII. NON-DISCRIMINATION

The parties to this Agreement shall not discriminate against any individual in any way due to race, color, religion, sexual orientation, age, gender, handicap, or national origin. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

VIII. AMERICANS WITH DISABILITIES ACT

East End- The Children of Ubuntu Learning Center shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

IX. INDEMNIFICATION

East End- The Children of Ubuntu Learning Center shall indemnify, defend, and hold harmless TIS, its officers, departments, divisions, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this Agreement which are attributed to any act or omission of **East End- The Children of Ubuntu Learning Center**, her agents, employees, or anyone acting under **East End- The Children of Ubuntu Learning Center** direction, control, or on **East End- The Children of Ubuntu Learning Center** behalf in connection with or incident to this Agreement.



X. ENTIRE AGREEMENT

This Agreement contains the entire contract between the parties and it may not be modified, amended, altered or extended except through a written amendment signed by all parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date first appearing above.

Atunyese V. Herron

Signature of East End- The Children of Ubuntu Learning Center Representative

Atunyese V. Herron,

President & CEO

Printed Name of East End- The Children of Ubuntu Learning Center Representative

Date_____

APPROVED BY TIS:

BROOKE KING, EXECUTIVE DIRECTOR

Mario Clopton-Zymler
By_____

Mario Clopton-Zymler

10 / 10 / 2023
Date_____

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10 / 10 / 2023

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Viewed by Natasha Wright (nwright@eenh.org)
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SIGNED

10 / 11 / 2023

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COMPLETED

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The document has been completed.