

# INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into this date, March 12, 2024 by and between Lakeshore Intergenerational School (LIS) hereinafter called LIS and Nicole Lawrence, of 27501 Forestview Ave., Euclid, OH 44132, hereinafter called the Academic Assistant.

LIS requires the service of an independent, qualified **Academic Assistant** to manage said programs and,

WHEREAS, Academic Assistant is deemed qualified to perform in this capacity and is interested in doing so.

### THE PARTIES AGREE TO AS FOLLOWS:

# I. TERM

LIS shall engage Academic Assistant in the capacity set forth from March 12, 2024 through May 31, 2024, or until either party wishes to terminate this Independent Contractor agreement at any time with 10 business day notice.

## II. PAYMENT

The Academic Assistant shall receive \$35/hour for their work with students for literacy support as assigned by the school principal or instructional coach in the hours of 8:00 am and 3:00 pm on Monday-Friday, not to exceed 4 hours per day or 18 hours per week, and anticipated to be between 12:00 pm and 3:00 pm, as well as Tuesdays from 3:30-4:30 pm, in order to support student schedules.

### III. RESPONSIBILITY OF PARTIES

The parties herein intend that an independent contractor relationship will be created by this contract. LIS is interested in the conduct, control, and completion of the work as set forth in Section IV will lie solely with the Academic Assistant.

# IV. ACADEMIC ASSISTANT RESPONSIBILITY

# **JOB'S PRIMARY DUTIES AND RESPONSIBILITIES**

- Receive initial training from instructional coach (paid at \$35/hour, not to exceed 3 hours)
- · Arrive timely and be ready to begin promptly at agreed upon start time
- Implement the assigned literacy support program to students

- Be flexible and ready to adjust plans to meet the needs of students
- Create strong relationships with students
- Provide a calm and understanding approach with students
- Check in with the principal and/or instructional coach, and ask questions as needed
- Track their time and submit invoices for approval and payment every two weeks

# V. LIS RESPONSIBILITY

A. Pay Academic Assistant within 30 days of completion of project.

# VI. INDEPENDENT CONTRACTOR STATUS

The status of the Academic Assistant shall be that of independent contractor and the Independent Contractor shall not be considered employees of the LIS and shall not be entitled to receive any fringe benefits associated with regular employment and shall not be subject to the provisions of LIS. The Academic Assistant shall be responsible for payment of all federal, state and local taxes associated with compensation received pursuant to this Agreement. LIS in no way controls, directs or has any direct responsibility for the actions of the Academic Assistant 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

The Academic Assistant 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

The Academic Assistant shall indemnify, defend, and hold harmless LIS, 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 the Academic Assistant, its agents, employees, or anyone acting under Academic Assistant's direction, control, or on Academic Assistant's 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.

Nicole Lawrence, Academic Assistant

By: Pure Lawrence Date: 3/14/24

Approved by LIS

**Curtis Walker, Principal** 

\_ Date: 3/14/24