

# **Independent Contractor Agreement**

**THIS AGREEMENT** entered into this date, **9/16/2024** by and between The Intergenerational School (TIS) hereinafter called TIS and Earl Ingram, hereinafter called "the Monitor".

## WITNESSETH

**WHEREAS,** TIS requires the service of an independent, qualified **Recess and Lunch Monitor** to manage said programs

and,

**WHEREAS, Earl Ingram** are 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 **the Monitor** in the capacity set forth from **9/16/2024** until either party wishes to terminate this Independent Contractor agreement at any time with 10 business day notice.

# II. PAYMENT

The **monitors** shall receive **\$ 20.27/hr**.

#### 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 **Monitor**.

# IV. The Monitors' RESPONSIBILITY

# JOB'S PRIMARY DUTIES AND RESPONSIBLITIES

- Supervise students during recess and lunch breaks from 10:30am 11:30am and from 12:00pm 1:00pm during instructional days.
- Ensure student safety by actively monitoring activities and addressing any inappropriate behavior.
- Assist students with seating arrangements, getting lunch, and maintaining a clean eating environment.
- Foster a respectful, inclusive, and enjoyable atmosphere during play and meal times.

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- Communicate with teachers and school staff regarding any concerns or incidents.
- Uphold school policies and safety protocols.

This engagement is contingent upon the **Monitor** obtaining and providing to TIS the results of a satisfactory current BCI/FBI background check, a Student Monitoring Permit and any other licensure or materials requested by TIS. Any expenses related to the foregoing shall be at the sole cost and expense of the **Monitor**.

# V. TIS'S RESPONSIBILITY

- Provide an additional staff member who will assist with groups that are more than 2 homeroom classes at a time or as needed as needed.
- Support in upholding school policies and safety protocols.

# VI. INDEPENDENT CONTRACTOR STATUS

The status of the **Monitor** shall be that of the independent contractor and the Independent Contractor shall not be considered an employee 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 **Monitor** 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 **Monitor** 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 **Monitor** 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 **Monitor** 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 the **Monitor**, their agents, employees, or anyone acting under **the Monitor's** direction, control, or on **the Monitor'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.

Contratctor Signature:

Earl Ingram Earl W. Ingram III

Date:\_ 09 / 19 / 2024

APPROVED BY TIS:

**BROOKE KING, EXECUTIVE DIRECTOR** 

Date\_\_\_\_\_

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