WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT

SHORT FORM

I. It is the intention of the Wheaton Park District hereafter, **Wheaton Park District**, to create a non-exclusive Independent Contractor relationship with **Dan Nielsen.** This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

A. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Wheaton Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that Contractor will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be Contractor's sole responsibility and not the Park District's. Also, it is understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, Contractor will be solely responsible for Contractor's own actions, and that of Contractor's employees and agents, if any. The Park District will in no way defend Contractor in matters of liability.

B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and business.

C. Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.

D. Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, if any, employed by Contractor.

II. A. Services to be performed by Contractor include:

- Conducting classes submitted for program guide in accordance with production schedule.
- Franklin Summer Cross Country Camp

B. Results to be achieved by Contractor include:
- Conducting a successful class based on program description, dates and time advertised.

C. Days and hours of work to be performed by Contractor include:
- Classes based on submission by Contractor and enrollment.

D. Location(s) of work to be performed by Contractor include(s):
- Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton, IL 60189.
- Various District 200 Schools

E. Contractor's other responsibilities include:
- Provide WPD staff with an Invoice after services have been rendered in order to be paid in a timely manner.
- Communicate with WPD Staff once the program is complete about final payment and participation numbers.
- WPD staff will create an internal invoice after services have been rendered in order to be paid in a timely manner.

III. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by this agreement according to Contractor's own independent judgment. Contractor is solely responsible for the direction of Contractor's employees and agents, if any, and for their actions in performing the work/services.

IV. Contractor acknowledges and agrees that Contractor will devote such times as is necessary to produce the contracted for results.

V. The duration of this independent contractor agreement will be:
- June 2021 – September 2021

VI. A. Method of payment:
- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor.
- Contractor will receive 66% / 34% split of resident rate per participant with the Wheaton Park District.
    - WPD will pay any expenses before paying contractor(s).
    - The total number of students will be multiplied by the resident rate paid. Then we will take 66% of that number, to get the total amount to be paid to all instructors. Once the total number is calculated that number will be divided by the number of instructors for the class to equal the appropriate payment for each contractor.
    - If program is unable to be completed, we will pay instructors for the number of days completed.

B. The Park District will report payments to an individual of $600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.

VII. Contractor acknowledges and agrees that Contractor is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to: N/A

VIII. The Wheaton Park District agrees to waive its general liability and/or workers' compensation insurance requirements ordinarily required of contractors. Contractor fully understands and agrees that, as noted in Section IA above, Contractor shall not be entitled to any benefits or protection afforded employees of the Wheaton Park District, irrespective as to whether or not Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor. Contractor further understands that, if applicable, the waiver of the workers' compensation insurance requirements does not extend to any workers' compensation insurance that Contractor must maintain under state law, for any of Contractor's employees.

IX. To the extent permitted by law, Contractor shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees (collectively "Wheaton Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Wheaton Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of Contractor (or anyone acting on behalf of Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.

X. Contractor acknowledges and agrees that Contractor will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. Contractor shall further maintain all applicable licenses, certifications, and/or permits.

XI. The Wheaton Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Wheaton Park District including the cost of obtaining replacement services.

XII. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that Wheaton Park District is relying on such representation in contracting with Contractor for the services.

XIII. Force Majeure - In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

XIV. [Optional] Contractor agrees to submit to a criminal background check and that this agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor or other person on behalf of Contractor to this agreement who has not submitted to a criminal background check and been cross-referenced with the state of Illinois and federal sexual offender registries.

XV. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

XVI. Other items:

- N/A

Authorized Signature of Contractor

Authorized Signature

Daniel R. Nielsen
Print Name

Michael J. Benard

Date 1/22/2021

Date 3/3/2021