

WHEATON PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **Joe Kish**. 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. In addition, 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 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 businesses.
 - C. Contractor agrees not to identify and act 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 agents employed by Contractor, if any.
- II. The Contractor shall provide specific services as required by the Park District.
 - A. Services to be performed by Contractor include:
 - Conducting classes submitted for program guide in accordance with production schedule.
 - Baseball Catching Camp – Attend this three-week clinic on catching fundamentals including framing, blocking, footwork, throwing, and strategy.

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Wear gym shoes. Bring your own catcher's equipment. Participants must provide their own adult pitcher.

- Fundamentals & Mechanics of Baseball Pitching Clinic – Practice fundamentals of baseball pitching in this four-week clinic. Program covers mechanics as well as mental aspects of pitching. Bring a glove and gym shoes. Participants must provide their own adult catcher.

B. Results to be achieved by Contractor include:

- Conducting a successful class based on program description, dates and times advertised.

C. Days and hours of work to be performed by Contractor include:

- Classes based on submission by Contractor and enrollment.
- Classes will be held on Wednesdays from January 2026 to February 2026

D. Location(s) of work to be performed by Contractor include(s):

- Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton, IL 60189.
- Wheaton Park District Central Athletic Complex, 500 S Naperville Rd, Wheaton, IL 60187

E. Contractor's other responsibilities include:

- Provide the Park District staff with an invoice after services have been rendered in order to be paid in a timely manner.

III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor acknowledges and agrees that they will devote such times as is necessary to produce the contracted for results. The Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.

IV. The duration of this independent contractor agreement will be:

A. January 1, 2026 – December 31, 2026

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V. A. Method of payment:

- Invoice submitted to Wheaton Park District and then Purchase Order (Check) sent to Contractor.
- Contractor will receive 66% split of resident rate with Wheaton Park District.

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

VI. The contractor acknowledges and agrees that they are responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.

VII. The Contractor acknowledges and agrees that Contractor is solely responsible for the actions of employees or agents hired by the Contractor in performing the work/services.

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 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, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the 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 or any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.

X. The 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.

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XI. Contractors, in providing any aid, benefit, or service, will not, directly or through contractual, licensing, or other arrangements, discriminate on the basis of disability.

A. Discrimination includes but is not limited to:

- Refusing to conduct an assessment when a visitor with a disability makes a request for a reasonable modification;
- Denying a request for a reasonable modification unless the request creates an undue burden; and
- Charging a higher fee for participation by a visitor with a disability than the fee charged to a visitor without a disability for the same service.

B. The Contractor agrees:

- It will welcome visitors with disabilities.
- It will make services, programs, and equipment available to participants with disabilities who meet eligibility requirements.
- It will, when a visitor asks for a reasonable modification, evaluate the request and, unless fulfilling the request is an undue burden, fulfill the request.
- It will keep a single record containing all requests for reasonable modification, including date and time, activity, details about the person making the request, the disposition of the request, and any cost incurred to fulfill the request.
- It will provide that record to the Park District upon request, or within two weeks of the end of every quarter of the year.

C. The Park District agrees:

- It will ensure that parking, restrooms, and accessible routes to the Contractor's place of business in the facility are accessible and maintained by the Park District to remain accessible.
- It will be available to assist Contractor in evaluating requests for reasonable modification.

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- XII. The 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. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.
- XIII. Contractor represents and warrants that the 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.
- XIV. 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.
- XV. 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 the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.
- XVI. 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.
- XVII. Other items:
- N/A



Authorized Signature of Contractor

Joe Kish

Print Name



Authorized Signature

2/10/24

Michael J. Benard

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Date

Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement
	