

Independent Contractor Agreement

This Agreement is entered into as of the 17th day of February 2020, between the Middleton Cross Plains Area School District, herein referred to as "MCPASD" and Jose Gonzalez hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Duration of the Agreement.**

This agreement shall be deemed to have commenced on Feb. 17, 2020 and shall terminate on Feb. 17, 2020, unless extended by mutual agreement of the parties.

2. **Purpose and Scope of Services.**

The Contractor shall, for consideration hereinafter stated, services for the purpose of speaking and professional learning activities for district staff during our Professional Development in-service.

All material as developed, and the work performed by the Contractor/Consultant shall be the sole property of the MCPASD wholly free of copyright by or through the Contractor/Consultant.

3. **Consideration of Terms and Payment.**

The Contractor shall be paid, for the performance of the scope of service, in an amount not to exceed \$3000.00 *for up to a day (or 6 hours total) in addition to district paying for travel and lodging costs.*

Payment is contingent upon the full compliance with the terms of this Agreement and shall be paid by the Organization upon completion of services and within thirty (30) days of receipt of the invoice(s) from the Contractor.

4. **Terms of this Agreement.**

This Agreement shall commence on the date of execution unless earlier terminated by either party upon giving of a least thirty (30) days written notice to the other party. The agreement can only be extended thereafter by mutual agreement.

5. **Independent Contractor Status**

Contractor agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Agreement. Contractor has exclusive control over work hours, location, and other details of such services, and MCPASD's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Agreement.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. The Contractor understands that if more than \$600.00 is received within a single calendar year that a 1099 will be issued by MCPASD to the Contractor for each calendar year the \$600.00 threshold is exceeded.

Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MCPASD during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MCPASD on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MCPASD shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MCPASD employees, including any insurance, or pension plans.

Contractor further agrees that MCPASD is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MCPASD from time-to-time and further agree to indemnify and hold harmless MCPASD and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Agreement.

7. Supplies/Materials and Equipment

The Contractor will provide all supplies/materials or equipment needed to fulfill all services outlined under this agreement.

8. Termination

MCPASD may terminate this agreement following a thirty (30) day written notice to Contractor. In the event, the Contractor shall be paid for costs incurred based on an estimate of the portion of work that has been completed as determined by MCPASD.

If through any cause the Contractor shall fail to fulfill its obligations under this agreement, MCPASD shall thereupon have the right to terminate this contract anytime by giving written notice to the Contractor of such termination and specifying the effective date thereof.

9. Indemnification

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Agreement, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MCPASD, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MCPASD as a result of granting of this contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MCPASD in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Agreement for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorney's fees or other expenses resulting therefrom.

10. Assignment.

The Contractor shall not delegate the performance of duties without prior written consent of MCPASD.

11. Order of Priority

Should Contractor and MCPASD sign Contractor's Contract in addition to this Agreement, the terms set forth in this Agreement shall govern in the event of a conflict.

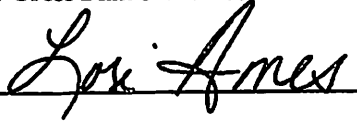
12. Entire understanding

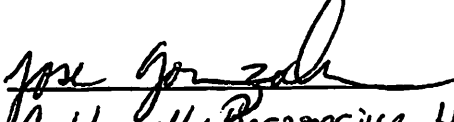
This document and any exhibit attached constitute the entire understanding and agreement of the parties.

In witness whereof the undersigned, we have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Middleton-Cross Plains Area School District

Jose Gonzalez

By: 

By: 

Title: Assistant Superintendent of Operations

Title: Culturally Responsive History Teacher