



Redeemer by the Sea Lutheran Church
Kindergarten and Preschool

"a lighthouse to our community and the world"

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of _____, 20____, between Redeemer by the Sea Lutheran Church, Kindergarten and Preschool ("Company") and _____ ("Independent Contractor").

The parties agree as follows:

- 1. Engagement.** Subject to the terms and conditions set forth in this Agreement, the Company hereby engages the Independent Contractor to perform services for the Company as set forth herein, and the Independent Contractor hereby accepts such engagement.
- 2. Term.** This Agreement shall commence on _____, 20____ and shall continue [until the Independent Contractor's satisfactory completion of the services performed hereunder as determined by the Company] *or* [until terminated in writing by the Company] *or* [on a monthly basis unless terminated in writing by the Company].
- 3. Services to Be Performed.** During the term of this Agreement, the Independent Contractor shall perform services required by the Company as follows:

JOB TITLE: Nursery Lead

PURPOSE: To provide management of Redeemer by the Sea childcare needs during worship and other ministry events requiring childcare.

SUMMARY: Ensures the nursery is a secure, nurturing environment where each child will see, hear, and feel the love of Jesus Christ. Enables parents to feel confident their child will receive the highest quality of care and ministry.

QUALIFICATIONS:

- Be a mature Christian.
- Be CPR certified.
- Pass background check.
- Be 18 years or older.
- Have experience working with infants and children.
- Be a dependable, enthusiastic, organized, creative and friendly person.
- Relate well with staff, volunteers, children and parents.
- Able to manage youth and adult volunteers.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Oversee nursery workers.
- Implement our Nursery policies and protocols.

PHYSICAL AND MENTAL REQUIREMENTS:

- Must be physically able to meet the needs of active children.

ENVIRONMENTAL CONDITIONS:

- This position functions in a normal church / preschool classroom type environment.

WORK HOURS:

- Normal hours will be adequate to oversee the functioning of nursery during worship services and other ministry events where childcare is requested.

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- 4. Performance of Tasks.** Subject to meeting the standards of the Company and its management, the Independent Contractor shall have control and discretion over the means and manner of performance of the services in achieving the result of the work to be performed. The Independent Contractor shall supply all necessary equipment, materials and supplies and shall not rely on the equipment or offices of the Company for completion of the services to be performed pursuant to this Agreement. The Company retains the right to inspect, stop, or alter the work of the Independent Contractor to assure its conformity with this Agreement.
 - 5. Time Requirements.** The Independent Contractor will not be required to follow or establish a regular or daily work schedule, but shall devote during the term of this Agreement the time, energy and skill as necessary to perform the services of this engagement and shall, periodically or at any time upon the request of the Company, submit information as to the amount of time and scope of work performed.
 - 6. Compensation.** For services performed pursuant to this Agreement, the Company agrees to pay the Independent Contractor a mutually agreed upon flat fee per hour.
 - 7. Right to Benefits.** The Independent Contractor expressly acknowledges and agrees that the Independent Contractor is not an employee of the Company, and as such is not entitled to and will have no claim to Company benefits provided to employees, including but not limited to, health benefits, vacation and sick leave benefits, or profit sharing or pension plans (such as 401(k) plans), shares or bonuses.
 - 8. Independent Contractor Status.** This Agreement does not constitute a hiring by either party. It is the parties' intention that the Independent Contractor shall have an independent contractor status and shall not be an employee for any purpose, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state revenue and taxation code relating to income tax withholding at the source of income, workers' compensation, and other benefit payments and third party liability claims. Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the Company on behalf of the Independent Contractor, and no workers' compensation insurance shall be obtained by the Company covering the Independent Contractor. The Independent Contractor understands that he or she is responsible to pay, according to law, the Independent Contractor's income and other employment taxes and understands that he or she may be

liable for self-employment taxes (Social Security and Medicare) to be paid by the Independent Contractor according to law. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by the Independent Contractor unless specifically authorized in writing. The Independent Contractor shall act solely as an independent contractor and not as an employee or an agent of the Company. The Independent Contractor is not authorized to enter into contracts or agreements on behalf of the Company or to otherwise bind the Company in any manner or create obligations of the Company to third parties.

- 9. Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Independent Contractor in accordance with his or her independent and professional judgment. The Independent Contractor shall perform the services in a good and workmanlike manner and in accordance with generally accepted industry practices.
- 10. Work for Hire.** The Independent Contractor agrees that the services to be performed pursuant to this Agreement, including all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement, are considered "work for hire" and that any such work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws. The Independent Contractor agrees to execute any and all documents prepared by the Company and to do all other lawful acts as may be required by the Company to establish, document, and protect such rights.
- 11. Termination.** This Agreement may be terminated prior to the completion or achievement of the services to be performed by either party giving 30 days' written notice. Upon the termination of this Agreement it is understood that that the relationship between the parties has ended and the Company shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.
- 12. Indemnification and Hold Harmless.** The Independent Contractor agrees to indemnify and hold harmless the Company from any and all claims by the Independent Contractor, which may arise out of and in the course of the performance of his or her duties hereunder.
- 13. Confidentiality/Non-Disclosure.** The Independent Contractor agrees not to disclose or communicate, in any manner, either during or after the term of this Agreement, any proprietary information about the Company, including but not limited to, the names of its customers, marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of the Company. The Independent Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. Upon termination or expiration of this Agreement, the Independent Contractor shall deliver all records, data, information, and other documents produced or

acquired during the performance of this Agreement and all copies thereof to the Company. Such material shall remain the property of the Company.

14. Non-Solicitation. The Independent Contractors shall not, during the Agreement and for a period of *one year* immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the term of this Agreement, either for his or her own benefit, or for the benefit of any other person, firm, corporation or organization.

15. Entire Agreement. This Agreement is an independent document and supersedes any and all other agreements, either oral or in writing, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

16. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed under, the laws of the State of California. Jurisdiction and venue for all purposes shall be in the County of San Diego, State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Company:

Independent Contractor:

By _____

By _____

(Print Name)

(Print Name)

Title