

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is executed on this 17th Day of April 2025.

But agreed to be effective from and after July 1, 2025, by and between Independent School District No. 0308 Nevis Public School, 210 Pleasant St Box 138 Nevis MN, 56467 (herein after “School District”), and Weeks Automotive LLC, 37878 County 39, Laporte, MN 56461 (herein after “Contractor”).

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the School District hires the Contractor, and the Contractor agrees to work for the School District, under the terms and conditions hereby agreed upon by the parties:

SECTION 1 – WORK TO BE PERFORMED

1.1 Term. The School District agrees to hire the Contractor, at will, commencing on July 1, 2025 and continuing until June 30, 2027 with potential extension through June 30, 2029, unless terminated earlier in accordance with Section 4 of the Agreement. The Agreement may be modified in writing by both parties.

1.2 Duties. The Contractor agrees to perform work for the School District on the terms and conditions set forth in this Agreement and agrees to devote all necessary time and attention to the performance of these duties. The duties of the Contractor shall be as described in the job description attached as “Exhibit A”. The Contractor further agrees that in all aspects of such work, the Contractor shall comply with the policies, standards and regulations of the School District as are established from time to time and shall perform the duties assigned faithfully, intelligently, to the best of his ability and in the best interest of the School District.

SECTION 2 – CONFIDENTIALITY

2.1 Data Practices. The Contractor acknowledges that the School District is subject to the privacy and data requirement provisions of Minnesota Statutes Chapter 13 and 20 U.S.C. 12332g. The Contractor agrees to comply with the provisions of Minnesota Statutes Chapter 13 and 20 U.S.C. 12332g that is applicable to his duties on behalf of the School District.

2.2 Injunction. The Contractor agrees that it would be difficult to measure damage to the School District from any breach by the Contractor of Section 2.1 and that monetary damages would be an inadequate remedy for such breach. Accordingly, the Contractor agrees that if the Contractor breaches Section 2.1, the School District shall be entitled to injunctive or other appropriate orders, in addition to all other remedies it may have at law or in equity to restrain any such breach, without showing or proving actual damages sustained by the School District.

2.3 No Release. The Contractor agrees that the termination of the Agreement shall not release the Contractor from his obligations under Section 2 of the Agreement.

SECTION 3 – COMPENSATION

3.1 The District agrees to pay contractor at the following rates for work performed on district vehicles for the fiscal years ending:

June 30, 2026 \$83.55 per hour

June 30, 2027 \$86.89 per hour

Both contractor and school district agree to an average of 20 hours per week. Hours above 20 must be approved through the district transportation director. Contractor will submit hours worked at least once each month and will be paid in accordance with District accounts payable payment schedule.

The District has an option to continue this contract for the fiscal years ending June 30, 2028 and 2029 at a 4% increase in each year.

3.2 Withholding: Other Benefits. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. The Contractor shall be solely responsible for reporting and paying any such taxes. The School District shall not provide the Contractor with any coverage or participation in the School District's benefits, including, but not limited to, health insurance, disability income insurance, annuity or wage continuation plans, or other fringe benefits provided to regular employees. The Contractor shall not receive any insurance contributions or benefits of any kind other than the compensation set forth in this Agreement.

SECTION 4 – TERMINATION

4.1 Termination. This Agreement may be terminated: (1) at any time upon the mutual written agreement of the School District and the Contractor; or (2) upon a breach of the Agreement conditions is the breaching party fails to correct said breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. Upon termination, the parties will be entitled to payment, determined on a pro rata basis, for service satisfactorily performed.

SECTION 5 – INDEPENDENT CONTRACTOR STATUS

The Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venture nor employee of the School District. The Contractor shall have no authority to bind or otherwise obligate the School District in any manner, nor shall the Contractor represent to anyone that he has a right to do so. The Contractor further agrees that in the event that the School District suffers any loss or damage as a result of a violation of this provision, the Contractor shall indemnify and hold harmless the School District from any such loss or damage.

SECTION 6 – INSURANCE

6.1 Liability Insurance. The Contractor, at his expense, shall carry a policy or policies, of professional liability insurance, issued by an insurance carrier reasonably acceptable to School District,

providing coverage in the amount of at least one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence, which insures the Contractor against any act, error, or omission of the Contractor. The policy shall name the School District as an additional insured under the policy.

6.2 Worker's Compensation Insurance. The Contractor shall also provide Worker's Compensation Insurance as may be required and consistent with state law. The Contractor agrees to furnish promptly to the School District evidence of the maintenance and continued effectiveness of the insurance required by this paragraph.

6.3 Insurance Contribution. The School District agrees to pay the Contractor the amount not to exceed \$50 per month as a contribution toward the expense of the Contractor in obtaining the insurance required by Section 6.1 of the Agreement.

SECTION 7 – REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

The Contractor represents and warrants to the School District that there is no employment contract or other contractual obligation to which the Contractor is subject which prevents the Contractor from entering in to this Agreement or from performing fully the Contractor's duties under this Agreement.

SECTION 8 – NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effectuated by deliver of U.S. certified mail, return receipt requested. Notice hereunder shall be sufficient if properly addressed and made to:

Superintendent of Schools
Independent School District No. 0308
210 Pleasant St. Box 138
Nevis, MN 56467

Gregg Parks

Date

Cameron Weeks
Weeks Automotive LLC
37878 County 39
Laporte, MN 56461

Cameron Weeks

Date