

WELLS COUNTY PUBLIC LIBRARY
INDEPENDENT CONTRACTOR AGREEMENT

1. This Independent Contractor Agreement is hereby made between WCPL("WCPL") and Devonna Wilson ("Independent Contractor").
2. The relationship of the parties hereto is that of independent contractors. Independent Contractor shall conduct its business as an independent contractor, and all persons employed in the conduct of such business shall be Independent Contractor's employees only, and not employees of agents of WCPL. In the provisions of services pursuant to this Agreement, neither Independent Contractor or such person has the authority to bind WCPL to any obligations or make an representations, promises, or agreements on behalf of WCPL unless specifically authorized in writing by WCPL to do so. Independent Contractor shall control, direct, and supervise her own agents, employees and representatives and shall assume full responsibility for complying with all federal and state laws governing the payment of her employee wages, benefits, and taxes.
3. Independent Contractor agrees to maintain adequate Workers Compensation coverage at all times. - Her certificate. Already on file
4. Independent Contractor agrees to maintain adequate General Liability Insurance/Bonding at all times. - Need letter from Insurance stating it will cover injuries while working for her + helpers.
5. Independent Contractor is aware of and acknowledges that she is responsible for the payment of all appropriate local, state, federal, and payroll taxes.
6. Independent Contractor will provide agreed upon cleaning duties to WCPL as set forth in Exhibit A. WCPL agrees to pay Independent Contractor \$65 per week, plus two intensive cleanings performed in the spring and fall for \$150 each.
7. In the event Independent Contractor chooses to terminate this Agreement, all obligation of both parties will terminate simultaneously. However, Independent Contractor agrees to give at least two weeks' notice of her intent to terminate this Agreement. If said notice is not given, the Independent Contractor shall bear the costs that are incurred by WCPL to service the abandoned cleaning duties. Said cost shall be deducted from any monies due Independent Contractor. The main cost that is incurred by WCPL is labor expense.

8. WCPL reserves the right to terminate this Agreement in the event the quality of services does not meet any quality standards of WCPL. The Work Specifications will be used as a guideline for determining satisfactory compliance. Independent Contractor agrees to return all property of WCPL immediately upon termination of the agreement. Property is primarily keys. If property is not returned, or, if a WCPL employee has to pick up the property, the Independent Contractor shall incur and be charged back for any and all costs associated with the return of the property.
9. Independent Contractor at her expense shall provide all equipment, clothing, supplies, and transportation required to fulfill the cleaning contracts.
10. The attached Chargeback sheet and Independent Contractor acknowledgement will be executed and made a part of the Independent Contractor Agreement.

Wells County Public Library **Date**

Devonna Wilson **Date**

Exhibit A--Cleaning responsibilities

Weekly

- Clean bathrooms
 - Stools
 - Sinks
 - Mirrors
 - Floors
 - Bathroom walls around light switches
- Disinfect water fountain
- Clean glass inside foyer
- Clean display case glass and dust top
- Vacuum entire building, including meeting room, programming room, study room & foyer
- Sweep staff lunch area & kitchenette
- Clean work desk & counter tops at front desk
- Clean children's room tables
- Refill toilet paper & paper towel dispensers in bathroom & kitchenettes

Monthly responsibilities

- Pull out all chairs and sweep under tables and desks
- Mop staff lunch area & kitchenette floor
- Dust blinds & windowsills

Spring & Fall cleaning

- Clean outside foyer windows
- Dust ceiling vents
- Deep cleaning of bathrooms & kitchenette
- Clean inside of windows throughout building

INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

1. Independent Contractor Invoicing: Invoices are to be turned in on the **first** of every month. All checks will be mailed on the 30th of the month for the proceeding month's work.
2. Independent Contractors: Job Completion Sheets must be submitted at the end of each week no later than Saturday at 3 PM. Job Completion Sheets received after Saturday at 3 PM will result in contractor not being paid on scheduled pay date. *Maybe instead w/ each monthly invoice?*
3. A Workers Compensation certificate must be provided prior to the account start up. This initial cost is \$50.00 per application. A current Workers Compensation certificate must be here on file thereafter.
4. *?* All contractors must have an active cell phone. If you are contacted, an immediate response is required.

Wells County Public Library _____ Date

Devonna Wilson _____ Date

WELLS COUNTY PUBLIC LIBRARY GENERAL GUIDELINES

The following items are meant to be used as a guide. This does not cover every situation that you may incur but should help answer some of your questions.

1. **CHILDREN:** Children under the age of 16 are not permitted in any location. They are not covered by any type of insurance and would therefore put you and Wells County Public Library ("WCPL") in a potential risk situation. - I don't think we can budge on this.
2. **NO SHOW:** No shows are not permitted. If you are not able to perform your cleaning duties, it is your responsibility to find a replacement. Names of all "replacements" must be on record at our office. - Does she need to find replacements or just not be paid?
3. **EXTRA WORK:** If WCPL requests any additional work outside of the original specifications, you should notify us immediately. If you are not sure about a proper procedure or have a question, call us!
4. **VACATION/SICK DAYS:** If you are going out of town or if you get sick, you must notify us. It is your responsibility to find a new crew for your cleaning duties. Again is this necessary with what little we have her do?
5. **CONTACT:** If you run across anything out of the ordinary or encounter an uncomfortable situation, you should call us at the phone number provided to you by WCPL.
6. **RETURNING CALLS/TEXTS:** All subcontractors are required to have a cell phone. If we call you, you have to return the call within one hour. We only call you when we need to talk to you about your cleaning duties. ↑ not so dire. Maybe state have cell phone + email on file. Respond in 48 or 72 hours?
7. **WORKERS COMP:** All contractors are required to maintain and show proof of adequate and current Workers Compensation coverage. - This is her certificate
8. **GENERAL LIABILITY INSURANCE/BONDING:** All contractors are required to maintain and show proof of adequate insurance. - Check that personal insurance covers her + others working with her. Need a letter?
9. **LIST OF HELPERS:** A current list of all employees must be maintained at our office. We need their name, address, phone, SS#, and police report. If you allow unauthorized people in, you will be subject to termination.
10. **LOCKING ALL DOORS:** Entrance doors must be locked at all times. Once you enter, lock the door behind you. Make sure that the door is locked when you leave the facility.

11. **ADMITTING PEOPLE:** You are not to admit anyone in any of WCPL's locations.
12. **USE OF EQUIPMENT:** You are not permitted to use any of WPCL's equipment unless they have specifically given you permission to do so.
13. **REPORTING:** You should document in a logbook or write a note to WCPL about any unusual situations. FOR EXAMPLE: flooding, smoke, clogged plumbing, or any other maintenance problems that you become aware of. Please call the phone number provided to you by WCPL in case of an emergency.
14. **PERSONAL PROPERTY:** If you find money, jewelry, wallets, etc., document what you found and leave them in an envelope with a note.
15. **MANNERS:** You are to be polite and courteous to WCPL employees at all times. If an employee is rude to you, let us know about it the next day. We will contact the employee to resolve the situation.
16. **TRASH:** Only throw away trash in a container. Do not throw away items sitting on top of containers. Do not throw away any boxes unless they are labeled as trash. If you are not sure whether an item is trash or not, do not throw it away.
17. **REMOVAL OF ITEMS:** Occasionally, a customer will put their property in a trash container to be thrown away. You may perceive a value to the discarded items. However, before you take anything home you should get WCPL's permission to do so.
18. **COMMUNICATION:** It is imperative that you maintain communication with us in regards to any situation that you are not sure about.

Wells County Public Library

Date

Devonna Wilson

Date

WELLS COUNTY PUBLIC LIBRARY CHARGEBACKS

Pursuant to an Independent Contractor Agreement dated May __, 2018.

The following is a list of potential chargebacks that you may incur:

1. **NO SHOWS:** If you do not show up to clean on a scheduled cleaning ~~day~~, you will not be paid for that ~~day~~. You will be charged a minimum of \$100 per no show.
Week?
2. **TRASH:** The replacement cost of any item that is inadvertently thrown away that should not have been.
3. **KEYS:** The cost of keys and re-keying of locks due to lost keys or due to keys not being returned on time.
4. **ALARM CHARGES:** If you set off an alarm by mistake, Wells County Public Library is usually charged a fee by the local police department. Any alarm charges will be passed on to you. Harsh?
5. **UNCOMPLETED WORK:** You will not be paid for any job that you start but do not finish. Signed customer job completion sign-off sheets must be turned in with invoices.
6. **RETURNING OF KEYS:** You must return all keys to our office the day after your last night of cleaning. If we have to pick up the keys, we will charge you a trip charge of \$100.
7. **NOTICE:** You must give a five (5) day notice prior to terminating the cleaning duties. (See Independent Contractor Agreement)
8. **DAMAGES:** Any property damage that is caused by you or any of your employees (subcontractors, etc.) shall be deducted. If an insurance claim is filed, you are responsible for the deductible.
9. **EQUIPMENT:** The cost of all equipment that is sold to you shall be deducted from future earnings.
10. **INVOICES:** Invoices are due on the first of every month. If invoices are received after the 6th of the month, a \$50 processing fee will be charged. ? She is only charging \$65/week maybe lower the fee?

11. **MISCELLANEOUS:** Any other costs, expenses, or loss of income that we incur as a result of any negligent act on your behalf. If a cleaning is cancelled due to negligence on your part, i.e. not following specs, not showing up on scheduled cleaning days, etc., you will not be paid for the month that the contract was not fulfilled.

Acceptance of Agreement of Chargebacks:

Wells County Public Library Date

Devonna Wilson Date