

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** entered into this 12th day of August 2021 between Beth Kastorff (herein "Kastorff") and the Henry-Stark Counties Special Education District (herein "Henry-Stark").

### **RECITALS**

1. Henry-Stark is a Joint Agreement of Illinois public school districts, operating pursuant to its Articles of Joint Agreement, as provided in Section 10-22.31 of the Illinois School Code. Henry-Stark operates through a governing board.
2. Henry-Stark provides certain special education and related services to students of its member school districts, including vision itinerant.
3. Kastorff is a Special Education Teacher. Henry-Stark wishes to engage Kastorff's services as a Teaching Supervisor for Henry-Stark, and Kastorff is willing to provide these services as an independent contractor, on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the undertakings hereinafter made, the parties hereto agree as follows:

1. Time and Place of Services, Duration Henry-Stark hereby contracts with Kastorff for the following services for Henry-Stark:

Type of Services Teaching Supervisor as specified herein.

Time to be Performed Up to 500 hours through the 2021-2022 school term.

Place to be Performed Geneseo High School Cross-Categorical Classroom

Duration of Contract First day of student attendance for 2021-2022 school year through last day of student attendance for 2021-2022 school year. However, this agreement may be terminated by either party with thirty (30) days written notice.

2. Compensation for Services and Travel Expense For the performance of these services Kastorff shall be paid as follows:

Fifty dollars (\$50.00) per hour for hours spent in the interest of Henry-Stark, or its member school districts, as authorized and directed by the Henry-Stark Executive Director.

3. Payments Payments by Henry-Stark to Kastorff for service shall be made monthly, in accordance with Henry-Stark's regular practices, and following submission by Kastorff of monthly statements showing sums due to Kastorff, reflecting services rendered with such reasonable specificity as Henry-Stark may reasonably require.

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4. Specialized Knowledge – IEPs – Direction Henry-Stark recognizes that Kastorff possesses specialized knowledge and abilities in Teaching Supervisor, and in the performance of the services herein undertaken. Kastorff shall be subject to the direction or supervision of any employee of Henry-Stark, and, Kastorff shall carry out the services to be provided as Kastorff deems proper. However, in all cases such services shall be rendered in accordance with the individual educational program (IEP) of each student in respect to whom she renders services, consistent with good and professional practices of teaching supervisor, and further, in accordance with the directions of the Executive Director of Henry-Stark or his designee.
  
5. Independent Contractor Kastorff shall be an independent contractor, and not an employee. Kastorff shall be solely responsible for the payment of all taxes and Henry-Stark shall make no deduction or withholding for taxes or other governmentally required payments or contributions for or in respect to Kastorff. Kastorff shall not be eligible for any benefits, privileges, or other compensation applicable to employees of Henry-Stark, or any member school district, specifically including, but not limited to health benefits or worker's compensation benefits of any kind.
  
6. Time Time is of the essence in the performance of this agreement.
  
7. Whole and Entire Agreement This agreement is the whole and entire agreement between the parties. No other agreement, understanding or arrangement forms a part of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

HENRY-STARK COUNTIES SPECIAL EDUCATION  
DISTRICT

By  07/19/2021  
Date

Beth O. Kastorff 7/21/2021  
Independent Contractor Date