

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** entered into this 15th day of August, 2019 between Michelle Kroll (herein "Kroll") 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. Kroll is a vision itinerant teacher. Henry-Stark wishes to engage Kroll's services as a vision itinerant teacher for Henry-Stark, and Kroll 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 Kroll for the following services for Henry-Stark:

Type of Services Vision itinerant services as specified herein.

Time to be Performed Up to eight (8) hours per week.

Place to be Performed Member districts of the Henry-Stark Counties Special Education District. Except in rare and unusual circumstances, all services shall be rendered at the school buildings of member school districts, or at the administrative offices of Henry-Stark.

Duration of Contract First day of student attendance for 2019-2020 school year through last day of student attendance for 2019-2020 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 Kroll shall be paid as follows:

Sixty dollars (\$60.00) 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. Mileage will be reimbursed at the current IRS rate for any travel Kroll may incur during the performance of her duties from Kroll's home base to member school districts. Kroll's home base, as determined by the Director will be her principle residence.

3. Payments Payments by Henry-Stark to Kroll for both service and travel shall be made monthly, in accordance with Henry-Stark's regular practices, and following submission by Kroll of monthly statements showing sums due to Kroll, reflecting services rendered with such reasonable specificity as Henry-Stark may reasonably require.
4. Specialized Knowledge – IEPs – Direction Henry-Stark recognizes that Kroll possesses specialized knowledge and abilities in vision itinerant, and in the performance of the services herein undertaken. Kroll shall not be subject to the direction or supervision of any employee of Henry-Stark, rather, Kroll shall carry out the services to be provided as Kroll 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 vision itinerant, and further, in accordance with the directions of the Executive Director of Henry-Stark or his designee.
5. Vision Itinerant Services Vision itinerant services shall be deemed to include only such services as Kroll may render consistent with her licensure. Such services shall include all vision itinerant services as specified by Henry-Stark and its member school districts in formulating or developing vision itinerant IEP recommendations, assisting in IEP meetings when required by Henry-Stark, advising teachers or other Henry-Stark or member school district employees regarding her services to individual students in respect to whom she renders or may render services, providing evaluation assessments, development of progress reports, providing other documentation in respect to her services as Henry-Stark may reasonably require and providing reasonable advice and technical assistance to Henry-Stark or its member school districts, including advice, guidance and assistance as may be relevant to her area of professional expertise.
6. Independent Contractor Kroll shall be an independent contractor, and not an employee. Kroll 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 Kroll. Kroll 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.
7. Liability and Professional Malpractice Insurance Kroll shall at all times maintain liability and professional malpractice insurance at levels of coverage which Henry-Stark may reasonably require from time to time, and shall provide Henry-Stark with evidence thereof prior to rendering services hereunder.
8. Time Time is of the essence in the performance of this agreement.
9. 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 \_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Contractor Date