

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Updated 05/22/2019**

**THIS AGREEMENT** entered into this 15<sup>th</sup> day of August 2019 between Briana Wilkey and the Henry-Stark Counties Special Education District.

**RECITALS**

1. Henry-Stark Counties Special Education District 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 Counties Special Education District operates through a governing board.
2. Briana Wilkey is a sworn Officer of the Law. Henry-Stark Counties Special Education District wishes to engage Briana Wilkey as a Liaison Officer for Henry-Stark Counties Special Education District ExCEL Program, and Briana Wilkey 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. Henry-Stark Counties Special Education District hereby contracts with Briana Wilkey for the following services for Henry-Stark Counties Special Education District:

Type of Services Liaison Police Officer Services.

Time to be Performed The dates and times Briana Wilkey will work will be determined by mutual agreement and in cooperation with the other independent liaison police officer contractors. A master work schedule will be held by the Principal of the ExCEL Program. The master schedule will be for no more than a maximum of 30 hours per week for the time period the first student attendance day of the 2019-2020 school year through the last day of 2019-2020 student attendance.

Place to be Performed ExCEL Program, 105 S State Street, Atkinson Illinois.

Termination of Contract This agreement may be terminated by either party with thirty (30) days written notice.

2. Compensation for Services For the performance of these services Briana Wilkey shall be paid \$18.50 per hour.
3. Payments Payments by Henry-Stark Counties Special Education District to Briana Wilkey shall be made monthly, in accordance with Henry-Stark Counties Special Education District's regular practices, and following submission by Briana Wilkey of required time sheets to the Henry-Stark Counties Special Education District Administration Office.

4. Specialized Knowledge Henry-Stark Counties Special Education District recognizes that Briana Wilkey possesses specialized knowledge and abilities in law enforcement, and in the performance of the services herein undertaken. With the specialized knowledge and abilities in law performance, Briana Wilkey is authorized to carry an on-duty firearm within the ExCel Program building while carrying out the duties of the liaison officer. Briana Wilkey is to qualify annually with an on-duty firearm, according to standards set forth by the Illinois Law Enforcement Training and Standards Board. Briana Wilkey shall not be subject to the direction or supervision of any employee of Henry-Stark of Henry-Stark Special Education District, rather, Briana Wilkey, shall carry out the services to be provided as Briana Wilkey, deems proper. Briana Wilkey will be provided with a copy of the most recent *Crisis Response Guide for the Excel School* by the Building Principal.
  
5. Independent Contractor Briana Wilkey shall be an independent contractor, and not an employee. Briana Wilkey shall be solely responsible for the payment of all taxes and Henry-Stark Counties Special Education District shall make no deduction or withholding for taxes or other governmentally required payments or contributions for or in respect to Briana Wilkey. Briana Wilkey shall not be eligible for any benefits, privileges, or other compensation applicable to employees of Henry-Stark Counties Special Education District, or any member school district, specifically including, but not limited to health benefits or worker's compensation benefits of any kind.
  
6. Police Professional Liability Insurance Henry-Stark Counties Special Education District shall at all times maintain at the expense of the Henry-Stark Counties Special Education District a Police Professional Liability Insurance policy naming Briana Wilkey as insured at levels of coverage which Henry-Stark Counties Special Education District will determine necessary.

**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 COUNTIES SPECIAL EDUCATION  
DISTRICT

By \_\_\_\_\_  
Date

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