

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** entered into this 13th day of August 2020 between Haley M. Steward (herein "Steward") 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 occupational therapy.
3. Steward is a licensed certified occupational therapist assistant. Henry-Stark wishes to engage Steward's services as a certified occupational therapist assistant for Henry-Stark, and Steward is willing to provide these occupational therapy 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 Steward for the following services for Henry-Stark:

Type of Services Occupational therapy services as specified herein.

Time to be Performed Up to three (3) days per week during certain times of the year.

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 2020-2021 school year through last day of student attendance for 2020-2021 school year. However, either party may terminate this agreement with thirty (30) days written notice.

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

Forty-seven dollars (\$47.00) 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 Steward may incur during the performance of her duties from

Steward's home base to member school districts. Steward's home base, as determined by the Director will be her principle residence.

3. Payments Payments by Henry-Stark to Steward for both service and travel shall be made monthly, in accordance with Henry-Stark's regular practices, and following submission by Steward of monthly statements showing sums due to Steward, reflecting services rendered with such reasonable specificity as Henry-Stark may reasonably require.
4. Specialized Knowledge – IEPs – Direction Henry-Stark recognizes that Steward possesses specialized knowledge and abilities in occupational therapy, and in the performance of the services herein undertaken. Steward shall not be subject to the direction or supervision of any employee of Henry-Stark, rather, Steward shall carry out the services to be provided, as Steward 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 occupational therapy, and further, in accordance with the directions of the Executive Director of Henry-Stark or his designee.
5. Occupational Therapy Services Occupational therapy services shall be deemed to include only such services as Steward may render consistent with her licensure. Such services shall include all occupational therapy services as specified by Henry-Stark and its member school districts in formulating or developing occupational therapy 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 Steward shall be an independent contractor, and not an employee. Steward 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 Steward. Steward 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 Steward 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. Based on Steward's three days of service to Henry-Stark and upon receiving a receipt of

payment from Steward, the Henry-Stark District will reimburse Steward for 60% of the total cost for professional liability insurance coverage.

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