

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

(For use with professional development consultants)

This Independent Contractor Agreement (the "Agreement") is made and entered into on December 17, 2014, by and between **PLEASANTDALE SCHOOL DISTRICT NO. 107, COOK COUNTY, ILLINOIS** (the "District") and Gail Bohnenstiehl ("Contractor") (collectively referred to as the "Parties").

The Parties agree as follows:

1. **SERVICES:** The District shall engage Contractor to provide the following services:

English Language arts training services for staff per Board approved schedule

Contractor will determine the method, details, and means of performing the services in cooperation with District staff; however, Contractor agrees to devote the time specified in the Board-approved schedule to performing the services described above.

2. **TERM:** Contractor shall provide services to the District pursuant to this Agreement for a term beginning on December 17, 2014 and ending on June 30, 2015 (the "Agreement Term").
3. **COMPENSATION:** For services provided, the District will pay Contractor a daily rate of \$2,000.00, which payment includes all preparation time for training services. Contractor is responsible for submitting an invoice for services at regular intervals. Payment by the District shall be made in accordance with the Illinois *Local Government Prompt Payment Act* after receipt of the invoice by the District Business Office.
4. **EXPENSES:** Contractor shall bear expenses incurred in the performance of this Agreement. The District is responsible for securing meeting rooms and duplicating materials necessary for the training.
5. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement between Contractor and the District, it being understood that the Contractor, its agents, and employees, will provide services as independent contractors. Contractor acknowledges that it is providing services separately and independently from the District's control, supervision, direction and evaluation; that it has a full opportunity to find other business; that it has made its own investment in its business; and that it will utilize a high level of skill necessary to perform the services described. This Agreement shall not be construed as creating any joint employment relationship between Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, workers' compensation, unpaid minimum wages and/or overtime premiums. Further, Contractor shall be responsible for payroll taxes and other taxes associated with the employment of the Contractor's employees.

The provision of services by any Contractor or employee of the Contractor under this Agreement shall not constitute probationary service or otherwise contribute toward tenure with the District under the Illinois *School Code*. The Provider and its employees shall have

no claim under this Agreement or otherwise against the District for vacation pay, sick leave, retirement benefits, workers' compensation, disability or unemployment insurance benefits, or any other wages or benefits of any kind.

- 6. RECORDS AND CONFIDENTIALITY:** The District and Contractor acknowledge and agree that all student, personnel, and District-related business records generated in performing services under this Agreement shall be the property of the District. The parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, *HIPAA*, the *Illinois Personnel Record Review Act*, and all rules and regulations governing the release of student, personnel, and medical records. Contractor and its employees who are assigned to provide services hereunder shall also abide by all other records confidentiality obligations of the District and shall not release confidential records to any third party, except as directed by the District and in compliance with law.
- 7. OTHER LAWS, RULES, AND POLICIES:** Contractor agrees to abide by any other rules, policies and procedures as communicated by the District. In performing the services required under this Agreement, the Contractor shall comply with all county, municipal, state, and federal laws, rules, and ordinances now in force or which may hereafter be in force, pertaining to the services provided under this Agreement.

Contractor also agrees to comply fully with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Contractor further agrees to comply with all applicable federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C Section 1201 *et seq.*, and its rules and regulations.

- 8. TERMINATION:** This Agreement may be terminated early for the following reasons:
- **By the District**
 - (i) If Contractor fails to perform his/her duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected within five days of receiving written notice from the District;
 - (ii) If Contractor is unable to provide the services in this Agreement due to illness, death or disability;
 - (iii) If the District determines to terminate the Agreement in its sole discretion, provided Contractor is given advance written notice of no less than 30 days.
 - **By the Contractor**
 - (i) If the District materially breaches any obligation in the Agreement and such breach is not corrected within five days of receiving written notice from the Contractor; or
 - (ii) If Contractor determines to terminate the Agreement in its sole discretion, provided the District is given advance written notice of no less than 30 days.
- 9. RETURN OF PROPERTY:** Upon termination of services, Contractor will promptly return to the District all documents, materials, drawings, and other tangible manifestations of

confidential District Information (and all copies and reproductions thereof). In addition, Contractor will return any other property belonging to the District including without limitation: computers, office supplies, money and documents.

- 10. CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of paragraph 6 of this Agreement will continue in full force and effect following such termination.
- 11. BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
- 12. CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
- 13. WAIVER:** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 14. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 15. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing, which amendment must be signed by both the District and Contractor to be effective.
- 16. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The District:

Pleasantdale S.D. 107
7450 S. Wolf Road
Burr Ridge, IL 60527

Contractor:

Gail Bohnenstiehl
402 Exchange St
Crete, IL 60417

Either party may change such addresses from time to time by providing notice as set forth above.

- 17. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on
December 17, 2014.

THE DISTRICT:

Board President

Date

CONTRACTOR:

(Signature)

(Name – Please Print)

(Tax Identification Number)

Date