

SPEED S.E.J.A. #802
1125 Division Street
Chicago Heights, Illinois 60411-2491



Telephone: 708-481-6100
TDD: 708-481-6100
Fax: 708-481-5713

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT, made this 30th day of April 2019 between the Governing Board of SPEED Special Education Joint Agreement #802, Cook County, Illinois (hereinafter referred to as "the Board") and **Predonna Roberts DBA Educational Training Consultant, 3504 Lakeview Drive, Hazel Crest, IL 60429**, (hereinafter referred to as "Contractor").

W I T N E S S E T H:

The Board provides educational services to the members in its District and in providing such services, desires to have the services done by Contractor. Contractor agrees to perform services for the Board, under the terms and conditions set forth in this Agreement.

- A. Contractor's Services:** In consideration of mutual promises set forth herein, it is agreed between the Board and Contractor, as follows:
- 1. Nature of Work:** Contractor shall provide substitute administrative support and supervision at the Academy for Life Long Learning.
 - 2. Place of Work:** It is understood that Contractor's services will be rendered largely at the SPEED Cooperative building.
 - 3. Time Devoted to Work:** In performance of the services, the services and the time Contractor is to work is **from 8:00am – 4:00pm**. These days will be mutually agreed upon by the Contractor and the SPEED Executive Director.
- B. Payment:** The Board shall pay Contractor for the provision of services as specified herein **\$350.00 per day for administrative services at the Academy for Life Long Learning not to exceed \$1050.00**. There will be no other reimbursable expenses, including travel. Payment shall be made on a bi-monthly basis as billed for days of services rendered.
- C. Term:** The parties contemplate that this Agreement will be effective on May 6, 2019 and will terminate on May 8, 2019.
- D. Employment of Personnel:** As deemed needed by Contractor and the Illinois State Board of Education, Contractor shall provide experienced and appropriately certified/licensed personnel to carry out the work to be performed by Contractor under this Agreement and shall be responsible and in full control of the work of such personnel.
- E. Independent Contractor Status:** The parties to this Agreement intend that the relationship between them created by this Agreement is that of employer-independent contractor. No agent, employee or servant of Contractor shall be or be deemed to be the employee, agent or servant of the Board. Contractor has no authority to employ/retain a person as an employee or agent for or on behalf of the Board for any purpose. The Board is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of Contractor. Contractor will adhere to professional standards and will perform all services required under this Agreement. None of

the benefits provided by the Board to its employees, including but not limited to, workers compensation insurance and unemployment insurance, are available from the Board to Contractor or the employees or agents of the Contractor. Contractor will be solely and entirely responsible for the acts of Contractor's agents, employees, servants, or subcontractors during the performance of this Agreement. In ordering or accepting delivery of or paying for any supplies, goods or services related to this Agreement, Contractor shall do so in Contractor's own name and not in the name of the Board.

- F. Indemnification of the Board:** Contractor shall protect and indemnify the Board against any and all liability or loss resulting from the negligent or intentional acts of Contractor or its employees in connection with the services performed under this Agreement. Contractor shall provide the Board with a current certificate of liability insurance in the minimum amount of \$1,000,000. Board shall protect and indemnify the Contractor against any and all liability or loss resulting from the negligent or intentional acts of the Board or its employees. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and State and federal income tax laws with respect to Contractor and Contractor's employees engaged in the performance of this Agreement.
- G. Waiver or Modification Ineffective Unless in Writing:** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Board.
- H. Written Notice:** All communications regarding this Agreement shall be sent to the Contractor at the address set forth above, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing, by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement, or such other address as may hereafter be specified by notice in writing.
- I. Governing Law:** This Agreement shall be governed by the laws of the State of Illinois. Contractor will insure confidentiality of services through SPEED Special Education Joint Agreement #802 and will follow the policies/procedures of SPEED Special Education Joint Agreement #802.
- J. Termination:** The Board may terminate this Agreement for any reason with 30 days written notice to the Contractor by certified mail.

SPEED S.E.J.A. #802

DATE

Predonna Roberts
CONTRACTOR NAME (Signature)

PREDONNA Roberts
CONTRACTOR NAME (Print)

Administrative Substitute
TITLE (Print)

DATE: 5-6-19

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CONTRACTOR AGREEMENT

AGREEMENT, made this 11th day of March, 2019 between the Governing Board of SPEED Special Education Joint Agreement #802, Cook County, Illinois (hereinafter referred to as "the Board") and **Karen Windy, Teacher of the Visually Impaired whose address is 1528 Pike Street Peru, IL 61354** (hereinafter referred to as "Contractor").

W I T N E S S E T H:

The Board provides educational services to the members in its District and in providing such services, desires to have the services done by Contractor. Contractor agrees to perform services for the Board, under the terms and conditions set forth in this Agreement.

- A. Contractor's Services:** In consideration of mutual promises set forth herein, it is agreed between the Board and Contractor, as follows:
- 1. Nature of Work:** Contractor shall provide:
Teachers of the Visually Impaired, being properly qualified in the State of Illinois with certification through the Illinois State Board of Education for the position and area(s) of certification as well as registration for the proper regional office of Education. Such teacher shall perform functional vision assessments as well as provide a written report of each of these assessments. In addition, such teacher shall provide consultation based on the results of these assessments to school personnel and family either at an IEP meeting or similar. Follow procedures as directed by school administration.
 - 2. Place of Work:** It is understood that Contractor's services will be rendered largely at the students' school sites.
 - 3. Time Devoted to Work:** In performance of the services, the services and the hours Contractor is to work up to 11 Assessments and as established by the school administrator.
- B. Payment:** The Board shall pay Contractor for the provision of services at the rate of \$55 per hour for services rendered and \$27.50 per hour for travel from the contractors home office to and from schools in the SPEED School District 802. Such payments, plus or minus adjustments, based upon exact hours of service performed, shall be made semi- monthly.
- C. Term:** The parties contemplate that this Agreement shall be effective on the first day of services rendered and will terminate on the last day of the 2018-2019 school year.
- D. Employment of Personnel:** As deemed needed by Contractor and the Illinois State Board of Education, Contractor shall provide experienced and appropriately certified/licensed personnel to carry out the work to be performed by Contractor under this Agreement and shall be responsible and in full



control of the work of such personnel.

- E. Independent Contractor Status:** The parties to this Agreement intend that the relationship between them created by this Agreement is that of employer-independent contractor. No agent, employee or servant of Contractor shall be or be deemed to be the employee, agent or servant of the Board. Contractor has no authority to employ/retain a person as an employee or agent for or on behalf of the Board for any purpose. The Board is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of Contractor. Contractor will adhere to professional standards and will perform all services required under this Agreement. None of the benefits provided by the Board to its employees, including but not limited to, workers compensation insurance and unemployment insurance, are available from the Board to Contractor or the employees or agents of the Contractor. Contractor will be solely and entirely responsible for the acts of Contractor's agents, employees, servants, or subcontractors during the performance of this Agreement. In ordering or accepting delivery of or paying for any supplies, goods or services related to this Agreement, Contractor shall do so in Contractor's own name and not in the name of the Board.
- F. Indemnification of the Board:** Contractor shall protect and indemnify the Board against any and all liability or loss resulting from the negligent or intentional acts of Contractor or its employees in connection with the services performed under this Agreement. Contractor shall provide the Board with a current certificate of liability insurance in the minimum amount of \$1,000,000. Board shall protect and indemnify the Contractor against any and all liability or loss resulting from the negligent or intentional acts of the Board or its employees. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and State and federal income tax laws with respect to Contractor and Contractor's employees engaged in the performance of this Agreement
- G. Waiver or Modification Ineffective Unless in Writing:** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Board.
- H. Written Notice:** All communications regarding this Agreement shall be sent to the Contractor at the address set forth above, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing, by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement, or such other address as may hereafter be specified by notice in writing.
- I. Governing Law:** This Agreement shall be governed by the laws of the State of Illinois. Contractor will insure confidentiality of students receiving services through SPEED Special Education Joint Agreement #802. Contractor will follow the policies/procedures of SPEED Special Education Joint Agreement #802 and the procedures of the District Services department. Contractor will participate in SPEED Bloodborne Pathogens inservice or show proof of completion from another facility.

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J. Termination: The Board may terminate this Agreement for any reason with 30 days written notice to the Contractor by certified mail.

SPEED S.E.J.A. #802

DATE

Karen Windy
CONTRACTOR NAME (Signature)

Karen Windy
CONTRACTOR NAME (Print)

TVI
TITLE (Print)

4/9/2019
DATE