

INDEPENDENT CONTRACTOR AGREEMENT FOR IMPACT AID LIAISON SERVICES

This Independent Contractor Agreement ("Agreement") is entered into by and between the Board of Education of Lemont Township High School District No. 210 (the "Board") and Cathie Pezanoski, doing business as Pezanoski Consulting (the "Contractor").

The parties agree as follows:

1. **Term:** The term of this Agreement shall be from August 1, 2026 to June 30, 2027, unless otherwise agreed to by the parties in writing.
2. **Services:** The Contractor shall provide the following services (hereinafter, "the Services"):
 - a. The Contractor will represent the interests of Lemont Township High School District No. 210 ("the School District") with respect to the Federal Impact Aid Program.
 - b. The Contractor will represent the School District within the National Association of Federally Impacted Schools (NAFIS) and Federal Lands Impacted Schools Association (FLISA) organizations.
 - c. The Contractor will attend relevant conferences, interact with elected officials, attend and facilitate necessary meetings, and provide updates to the Board as appropriate. Specifically, the Contractor will be responsible for performing the duties set forth in Appendix 1, and other related duties as assigned.
 - d. The Services shall include approximately 80 hours of work plus travel time.
3. **Compensation:** For the Services rendered hereunder by the Contractor, the District will pay to the Contractor the sum of Ten Thousand and No/100 Dollars (\$10,000.00).

The Contractor will invoice the School District for the Services in four (4) equal installments, in September 2026 (\$2,500.00), January 2027 (\$2,500.00), March 2027 (\$2,500.00), and June 2027 (\$2,500.00). The District will pay the invoices in accordance with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1, *et seq.*

4. Reimbursement for Travel Expenses:

- a. The Board will reimburse the Contractor for reasonable, preapproved travel expenses related to the Services, to the extent the expenses are not paid for or reimbursed by FLISA.
- b. Said reimbursable expenses may include airfare, ground transportation, hotel accommodations, registration, and/or per diem meals.

- c. The Contractor's travel to the School District from her current residence shall not be reimbursable, unless arranged and preapproved by the Board.
5. **Taxes/Contributions:** The Contractor assumes sole and exclusive responsibility for any federal, State, and/or local taxes that might be due and owing as a result of the compensation paid pursuant to this Agreement. In addition, the Contractor assumes sole and exclusive responsibility for any mandatory withholdings from her compensation and contributions such as federal, State, and local income taxes, Social Security taxes, disability insurance, worker's compensation, and unemployment insurance.
6. **Legal Compliance:** The Contractor shall comply with all laws, regulations, rules, and ordinances applicable to the Services and/or the Contractor in performing the Services. In addition, in connection with the Services, the Contractor shall conform to applicable standards of practice and any applicable code of ethics.
7. **Materials:** The Contractor is responsible for providing all materials required for the provision of the Services, unless otherwise agreed to by the Board in writing.
8. **Independent Contractors:** The Board and the Contractor acknowledge and agree that they are contractors independent of one another, and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship. The Contractor will be responsible for determining and directing the manner in which she provides the Services.

The Contractor shall not be entitled to any of the rights or privileges established for employees of the School District, including but not limited to: vacations and vacation pay, sick leave with pay, paid holidays, life insurance, accident or health insurance, retirement programs, or severance pay. The School District will not contribute to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund on behalf of the Contractor.

9. **Indemnification and Insurance.** The Contractor shall indemnify, defend, and hold harmless the School District, the Board, and the Board's members and employees from any and all claims, causes of actions, liabilities, and costs solely arising from any negligent or willful/wanton misconduct by her in the performance of the Services or a breach of this Agreement by her.

The Contractor shall obtain and maintain appropriate liability insurance as required by the Board, and any required workers' compensation insurance coverage for the benefit of the Board (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Board for any injuries that the Contractor (and/or her employees, if any) may sustain while performing the Services and that are attributable to the Contractor or her employees or agents.

10. **Duty to Preserve Confidential Information:** In connection with the Services, the Contractor may have access to confidential information of the School District. The Contractor agrees to use said confidential information only as necessary to perform the Services. The Contractor shall not disclose said confidential information to any

third party, except as may be approved in advance by the School District or as otherwise required by law. Nothing contained in this Agreement shall be construed to grant the Contractor any rights or licenses with respect to the confidential information other than for the limited purposes of performing the Services.

11. **Board Policies:** The Contractor shall, at all times when providing the Services, conform to the applicable Board policies and any other applicable practices, procedures, and rules set forth by the School District. The Board and School District retain the right to repeal, change, or modify any policies or regulations at any time.
12. **Termination:** Either party may terminate this Agreement for any reason, at any time, by written notice delivered to the other party not less than thirty (30) days prior to the termination date. In that event, the Contractor will be entitled to recover any outstanding compensation earned as of the date of termination.
13. **No Assignment or Subcontracting:** The Contractor may not assign this Agreement or subcontract any of the Services without the prior written consent of the Board, which may be withheld in the Board's sole discretion.
14. **Miscellaneous:**
 - a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent they would operate to apply the laws of another state. The sole jurisdiction and venue for any litigation arising out of this Agreement shall be the Circuit Court of Cook County, Illinois or the U.S. District Court for the Northern District of Illinois.
 - b. 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.
 - c. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions will not be affected, and the illegal, unenforceable or invalid part, term or provision will be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.
 - d. All representations and warranties made by each party in this Agreement, and all covenants and obligations of each party which are to be performed after the termination of this Agreement, shall survive the termination of this Agreement.
 - e. Each party acknowledges that this Agreement, including Appendix 1, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, commitments, writings, understandings, and representations 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.

- f. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.
- g. No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the Board and the Contractor have signed and executed this Agreement on the date(s) indicated below.

**Board of Education of Lemont Township
High School District No. 210**

By: _____
President

Date: _____

Attest: _____
Secretary

Date: _____

**Cathie Pezanoski, doing business as
Pezanoski Consulting**

Signature

Date: _____

APPENDIX 1

The Services shall include the following:

Fall 2026 NAFIS Conference, September 2026 (approx. 25 hours)

- 4 hours of preparation in advance to include the creation of a new “leave behind” for Lemont High School
- 3 hours for FLISA Executive Committee meeting
- 18 hours at the conference (6 hours X 3 days), includes attending sessions, networking events, and congressional meetings, also post-meeting follow up with legislative representatives

Winter 2027 FLISA Conference, January 2027 (approx. 15 hours)

- 3 hours for FLISA Executive Committee meeting
- 12 hours at the conference (6 hours X 2 days), includes attending sessions and networking events and leading Advocacy Committee work sessions

Spring 2027 NAFIS Conference, March 2027 (approx. 21 hours)

- 3 hours for FLISA Executive Committee meeting
- 18 hours at the conference (6 hours X 3 days), includes attending sessions, networking events, and congressional meetings, also post-meeting follow up with legislative representatives

Summer 2027 FLISA Conference, June 2027 (approx. 15 hours)

- 3 hours for FLISA Executive Committee meeting
- 12 hours at the conference (6 hours X 2 days), includes attending sessions and networking events and leading Advocacy Committee work sessions

Application for Impact Aid: Assist in the District's annual application for impact aid to ensure it is completed correctly and timely submitted.

Miscellaneous Work (approx. 4 hours)

- Development of two written updates to the Board of Education in December and May
- Communication with the Superintendent, District Administrative Assistant, and Chief School Business Official