INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 99 AND

Arwen Pokorny Lyp

This Agreement made as of August 1, 2021 ("Agreement") by and between Community High School District 99, DuPage County, Illinois ("District") and Arwen Pokorny Lyp.

RECITAL

District and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on Exhibit A (see attached)("Services").

PROVISIONS

In consideration of the recital and other good and valuable consideration, District and Contractor agree as follows:

- 1. <u>Contractor Responsibilities; Fees.</u> Contractor will perform the Services. District shall pay Contractor the amount set forth on Exhibit A in two equal payments. First payment is due in December 2021 and the second in June 2022. Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments.
- 2. <u>Term.</u> The term of this Agreement shall be from the date of this Agreement until completion of the Services and payment therefore by the District. Except for material breach of the Agreement by the other party, this Agreement may not be terminated by either party except that District may immediately terminate this Agreement upon the death or incapacity of Contractor in order to provide for the timely completion of Contractor's services.
- 3. Ownership of Work Product. Contractor hereby sells, assigns, grants and transfers to District all right, title and interest in any reports, documents, performances or other copyrighted materials authored or created by Contractor for District pursuant to this Agreement, including all copyrights, renewals and extensions thereof.
- 4. <u>Relationship</u>. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of the District. Neither party shall have the authority to nor shall either party attempt to assume any obligation by or on behalf of the other party.
- 5. <u>Expenses</u>. Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.

6. <u>Miscellaneous</u>. This Agreement may not be assigned without the written consent of the other party. Contractor's services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the parties. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

CONTRACTOR:	DISTRICT:
Print Name: Arwen Pokorny Lyp	Print Name: Robert Lang
SSN or FEIN:	Title: Asst. Supt. for Staff Services

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 99

AND Arwen Pokorny Lyp

EXHIBIT A

<u>Description of Services</u>:

In partnership with ASC administration, Contractor will perform outreach activities relating to the mentoring of North High Principal, Courtney DeMent. Contractor will perform activities that include, but are not limited to the following:

- Provide specific, ongoing, personalized, confidential, one-to-one mentorship for the Principal.
- Support the Principal through dialogue regarding challenges faced in the new role.
- Provide community and historical knowledge related to District 99.
- Collaboratively plan and brainstorm leadership strategies.
- Provide coaching relative to the new lens(es) through which the Principal must see all aspects of the school district and lead from the "hot" seat.
- Call, email, text, and meet 1:1 with the Principal throughout the year.

<u>Required Deliverables, if Any</u>: Semi-annual report on details and progress of activities listed herein.

<u>Payment for Services</u>: \$5,000 total amount under this Agreement, payable in two equal installments in December 2021 and June 2022.

Contractor will submit two invoices to the District to the attention of:

Rob Lang
Assistant Superintendent for Staff Services
Community High School District 99
Administrative Service Center
6301 Springside Avenue
Downers Grove, IL 60516
(630) 795-7119

<u>Date(s)</u> for Services: Beginning on August 1, 2021 and ending on June 15, 2022

Date for Final Completion of Services: June 15, 2022