INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this 13th day of October, 2026, by and between the Board of Education of Harlem Consolidated School District No. 122, Winnebago County, Illinois ("District") and Alex Gary, Inc.

WITNESSETH

WHEREAS, Alex Gary, Inc. desires to provide alumni relations services to the Harlem School District 122, and the District hereby contracts with Alex Gary, Inc. under the following terms and conditions:

1. ***Term:*** The term of this Agreement shall be for a period beginning October 13, 2026 through October 13, 2029.

2. ***Services:*** Alex Gary, Inc. shall provide alumni services to the Harlem School District in accordance with the agreement made between Alex Gary, Inc. and the District.

3. ***Compensation:*** For services rendered hereunder by Alex Gary, Inc., the District shall pay to Alex Gary, Inc. the sum of $1,300 per month.

4. ***Withholdings from Compensation***: Alex Gary, Inc. will assume sole and exclusive responsibility for any mandatory withholdings from his/her compensation and contributions, including but not limited to federal, State, and local income taxes, Social Security taxes, disability insurance, workers' compensation, and unemployment insurance.

5. ***Payment for Services:*** The District shall pay Alex Gary, Inc. only after (a) completion of services by Alex Gary, Inc., (b) the District's receipt of a monthly invoice reflecting the date of service, so long as received at least 14 days before a scheduled Board meeting, and (c) approval by the Board of Education.

6. ***Independent Contractors*****:** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, and that Alex Gary, Inc. shall at no time be considered an employee of the District for any reason, unless the parties shall otherwise agree in writing. The District shall treat Alex Gary, Inc. as an independent contractor regardless of whether Alex Gary, Inc. provides the District proof of filing a Form SS-8, *Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding,* with the Internal Revenue Service. Alex Gary, Inc. shall not be entitled to any of the rights and privileges established for the employees of the District, including but not limited to: vacations and vacation pay, sick leave with pay, paid holidays, life, accident or health insurance, participation in retirement programs provided by

the State of Illinois or the District, or severance pay upon termination of this Agreement.

7. ***District Policies***: Alex Gary, Inc. shall, at all times when providing services under this Agreement, conform to the applicable policies, practices, procedures and rules set forth by the District. The District retains the right to repeal, change, or modify any policies or regulations which it has adopted or may hereafter adopt, subject, however, to restrictions contained in the *School Code of Illinois* and other applicable law.

8. ***Compliance with Laws:*** Alex Gary, Inc. shall at all times during this Agreement comply with any applicable federal, state, and local laws.

9. ***Indemnification***: To the fullest extent permitted by law each party will indemnify, defend and hold harmless the other against any manner of vicarious liabilities, claims, demands, expenses, damages, losses, judgments, costs, or causes of actions (including reasonable attorney's fees), which may be sustained or suffered by the other party, its employees, officers, directors, and agents, by reason of, based upon, relating to, or arising out of, or performance of any act or negligence of such party, or such party's employees, officers, directors, or agents during the performance of this Agreement. Notwithstanding anything to the contrary, a party's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of such party or as to that portion of any claim of loss in which the insurer is obligated to defend or satisfy.

10. ***Governing Law***: This Agreement shall be governed by, interpreted and enforced solely in accordance with the laws of the State of Illinois; provided, however, that the conflict-of-laws principles of the State of Illinois shall not apply to the extent they would operate to apply the laws of another state. Each of the parties agrees that jurisdiction and venue for any litigation arising in connection herewith shall be exclusively in Winnebago County, Illinois, or in the United States District Court for the Northern District of Illinois. Each of the parties agrees not to institute any litigation in any other jurisdiction or venue in connection with any dispute herewith.

11. ***Supervisor Reporting:*** Alex Gary, Inc. shall report to Harlem SD 122 administrator Jason Blume as required by law, regulations, and rules with respect to the testing and progress.

12. ***Miscellaneous***:

A. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein

and may not be amended, modified, or waived, in any respect whatsoever, except by written agreement signed by the parties.

B. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered the same instrument.

C. 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.

D. This Agreement shall be binding upon and inure to the benefit of Alex Gary, Inc., his/her successors and assigns, and shall be binding upon, and inure to the benefit of the District, its successors and assigns.

E. Both parties have had the opportunity to seek the advice of counsel with respect to the terms of this Agreement.

F. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the District, by the President and Secretary of its Board of Education, on the day and year written below.

Board of Education of Harlem
Consolidated School District No. 122
Winnebago County, Illinois

Alex Gary, Inc.

_____ _____

President, Board of Education Signature **Signature**

Attest:

_____ **Date:** _____

Secretary, Board of Education

Or, if under $2,500:

_____
Assistant Superintendent for Business & Operations

Date: _____