



CONTRACT FOR VIRTUAL SPEECH THERAPY SERVICES

This agreement (“Agreement”) is entered into as of the 14th day of August 2025 (“Effective Date”), by and between The Essential Teletherapist LLC (“Provider”) and the Board of Education of Rantoul School District, (“School”).

WHEREAS School has students requiring virtual speech therapy services as part of its overall special education programs; and

WHEREAS Provider desires to contract with the School to offer such services to the School by providing licensed speech language therapists (“therapist”) to provide services to the School’s students as set forth herein; and

NOW, THEREFORE, in consideration of the above promises, which are hereby incorporated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A. Term and Termination. This agreement is in effect for the regular school year and may be terminated by either party, without cause with 30 day’s written notice. If the School determines that Provider or any assigned therapist engaged in misconduct, the School may immediately terminate this Agreement in its sole discretion.

B. Therapist Qualifications:

1. Therapists shall have current and unrestricted licenses, registrations, and/or certifications as appropriate to their profession and as issued by applicable state and/or national licensing bodies to perform duties associated with the specified position in Illinois. The Provider or Therapist will deliver to the School documentation of such licensure, registration, and/or certification.

2. As a condition of assignment of a therapist to School, Provider shall require therapist to submit to a criminal history records check as directed by School prior to a therapist beginning any assignment to provide services to the School’s students and the results of the criminal history records check shall be provided to School. The criminal history records check consists of:

- i. Fingerprint-based checks through (a) the Ill. State Police (ISP) for criminal history records information (CHRI) pursuant to the *Ill. Uniform Conviction Information Act*, 20 ILCS 2635/ et seq., and (b) the Federal Bureau of Investigation (FBI) national crime information databases pursuant to *the Adam Walsh Child Protection and Safety Act*, Pub. L. 109-248,
- ii. A check of the Ill. Sex Offender Registry (see *Offender Community Notification Law*, 730 ILCS 152/ et seq.), and
- iii. A check of the Murderer and Violent Offender Against Youth Registry (see *Murderer and Violent Offender Against Youth Registration Act*, 730 ILCS 154/75-154/105).

Provider shall pay for the cost of the fingerprint based criminal background checks and shall provide the results of the criminal history records check to School prior to any Speech Therapist starting an assignment to School.

3. Provider agrees to comply with *Faith's Law*, Pub. L. 102-0676 & 102-0702, and agrees to require any therapist assigned to School to comply with Faith's Law. Provider agrees that prior to assigning a therapist to School, it shall perform an employment history review using the Illinois State Board of Education forms and shall maintain copies of records documenting the employment history review for all therapists assigned to School. Provider shall provide a copy of the results of the employment history review to School prior to any therapist starting an assignment at School.

This Agreement shall become void if the results of the background check or employment history review prohibit a therapist from providing services to or on behalf of the School.

C. **Obligations of Provider.** Professional services rendered by the Provider include the following:

1. Develop and implement Individual Education Programs for students who qualify for speech therapy services, according to State and federal law regarding students with disabilities, which may include direct individual or group therapy, consulting, and/or monitoring of progress.
2. Confer with appropriate personnel about student services/needs.

3. Make recommendations regarding service delivery and the student's needs to the IEP team for team consensus.
4. Virtually attend meetings, such as IEP meetings and parent teacher conferences, given adequate notice, as therapist is able and of which the therapist is notified that their attendance is required.
5. Prepare and maintain appropriate professional records and reports for all students under provider's care, which may include developing IEPs, progress reports, notes and data on students, and Medicaid billing requirements.
6. Provide consultation to classroom staff regarding needs and programs of the students if applicable.
7. Case Management of students, if applicable.
8. Provide MTSS and evaluations as needed.
9. Skilled speech therapy work that constitutes no more than 21 hours per week that meets a standard of quality typical of professionals in the speech-language industry with all reasonable best efforts.

D. Obligations of School.

1. School will provide an adequate space/room for both individual and or group therapy sessions.
2. The School will provide a computer/headsets (if applicable) and additional technology required for provision of services within the School as needed.
3. School shall pay the pricing as listed in Section 4 below.
4. School is responsible for communicating and obtaining informed consent from guardians specific to virtual service provision.
4. School is responsible for providing access to the district IEP platform and a district email to ensure access to records and ability to collaborate with staff as appropriate.

E. Pricing.

1. School shall pay \$115 per hour for services provided to School, billed monthly.
2. In the event of student no-shows or cancellations without 24 hours notice, Provider will bill for the time missed. Provider will not bill for absences due to Provider's responsibility, such as Provider illness. Provider will defer to school policy and desire regarding compensatory time for School-responsible

absences. Provider will not bill for school closures such as inclement weather dates or student non-attendance days based on the annual school calendar.

- F. Billing.** Provider shall bill the School during the first week of each month for services provided during the previous month. School shall pay such invoice within 30 days of receiving the invoice or as otherwise provided in the Local Government Prompt Payment Act. Provider shall provide an invoice for all the services provided during the previous month
- G. Subcontractors/Employees.** Provider may utilize subcontracts and/or employees to implement services. All subcontractors and employees will provide ONLY services listed above. Rates will be implemented as outlined in Agreement. In the event that Provider utilizes subcontractors to implement services, written notice shall be provided to School and all such subcontractors shall be required by Provider to meet the qualifications set forth in this Agreement and otherwise comply with the terms of this Agreement in the provision of services to School.
- H. Independent Contractors.** In entering and performing under this Agreement, the parties are at all times performing as independent contractors. Nothing in this Agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between Provider, its agents or employees, and School. With respect to therapists furnished to School under this Agreement, such personnel shall be at all times considered employees of Provider, and Provider shall comply with all local, state, and federal laws and ordinances applicable to it as an employer, including requirements for payment of wages, verification of employment eligibility pursuant to United States immigration laws, fair labor standards, workers compensation, and laws requiring equal employment opportunity and prohibiting discrimination in employment.
- I. Insurance.** Provider shall ensure all providers maintain professional and general liability insurance. Proof of liability insurance with a minimum 1,000,000/3,000,000 aggregate will be provided to the School and shall name School as an additional insured. **Indemnification.** To the extent permitted by law. Provider shall indemnify and hold harmless the School its board, board members, employees and agents, against all actions, claims and demands whatsoever including costs, expenses and reasonable attorney's fees resulting from or claimed to have resulted from any negligent or willful acts or omissions of the Provider, its employees or independent contractors, with respect to the performance of services under this Agreement or in the performance of the Provider's obligations pursuant to this Agreement.
- J. Regulatory Compliance.** Provider will comply with all Federal, State and Local Regulations concerning IDEA and maintenance of confidentiality. Provider will submit a W-9 form to be kept on file at the school district office.

- K. **Privacy and Confidentiality.** All school student records, and personally identifiable information (“PII”) contained in school student records, accessed or used by Provider or therapist in connection with the provision of services under this Agreement shall be and remain the property of School. Provider and therapist shall have the right to use school student records and PII for treatment, therapeutic and educational purposes as may be permitted by law.

Provider agrees that in signing this Agreement, Provider will be under School’s direct control and supervision with respect to the use and maintenance of school student records and PII contained in those records. Provider agrees, and as a condition of employment, it shall require all therapists to agree to use school student records and PII contained therein only for authorized purposes and may not re-disclose school student records or PII from education records to other parties. Upon termination of this Agreement, all school student records and PII in Provider’s or therapist’s possession shall be provided to School.

- L. **Board Policies.** Provider acknowledges and agrees that all Speech Therapists and subcontractors used by Provider assigned to the School shall be required to review and comply with all Board of Education policies found at https://www.boardpolicyonline.com/?b=rantoul_city_137&s=338320
- M. All notices required or permitted to be given under this Agreement shall be in writing and may be delivered personally with proof of receipt, sent by registered or certified pre-paid mail, return receipt requested, or by overnight carrier with proof of receipt.

Notices to Provider shall be sent to:

The Essential Teletherapist LLC
140 Cedar Mill Court
Saint Charles, MO 63304

Notices to School shall be sent to:

Rantoul District Office
Attn: Allison Didier Assistant Superintendent
1 Aviation Center Dr.
Rantoul, IL 61866

- N. **Modification and Waiver.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless contained in a writing specifically referring to this Agreement and signed by the parties hereto. The failure by a party at any time to enforce any of the provisions of this Agreement, or to require performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the right of such party

thereafter to enforce each and every provision in accordance with the terms of this Agreement.

- O. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all other written or oral communications, agreements, or contracts between the parties with respect to such subject matter.
- P. Construction.** Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof.
- Q. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any action or proceeding initiated by any party to this Agreement shall be brought against in the courts of the State of Illinois, County of Champaign and each of the parties consents and submits to the jurisdiction of such courts in any such action or proceeding, and each party waives any objection to venue laid therein.
- R. Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

[Signature page follows]

IN WITNESS HEREOF, the Board of Education of Rantoul School District ACCEPTS THE TERMS SET FORTH IN THIS AGREEMENT DATED, THIS 14TH DAY OF AUGUST 2025, AND EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT.

BY: _____, President, Board of Education

DATE: _____

BY: _____, Provider Representative

DATE: _____