



CONTRACT FOR VIRTUAL SPEECH THERAPY SERVICES

This Agreement ("Agreement") is entered into as of the 18 day of August, 2026 ("Effective Date"), by and between Victorious Speech & Language Therapy PLLC ("Business") and Meridian Community Unit School District #223 ("District").

RECITALS

WHEREAS, the District provides special education programs for its students and has identified a need for therapy services as part of these programs; and

WHEREAS, the Business offers such services virtually and desires to contract with the District to fulfill these needs;

The parties therefore agree as follows:

1. Term and Termination.

This Agreement is for a temporary six-week service period, commencing on or around August 19, 2026 ("Service Start Date") and concluding on or around October 2, 2026 ("Service End Date"). The Service End Date may be reasonably adjusted to account for changes to the District's official academic calendar or other mutually agreed-upon circumstances. Any extension of services beyond the Service End Date must be agreed upon in writing by both parties. Effective upon execution of this Agreement, either party may terminate this Agreement upon ten (10) calendar days written notice if the other party materially breaches or materially misrepresents any obligation under this Agreement and fails to cure such breach within the ten (10) day notice period. In cases of severe misconduct by either party, this Agreement may be terminated immediately without notice.

In the event of termination, the District shall compensate the Business within 30 days after the effective termination date for all services provided up to the effective termination date. If the District terminates this Agreement anytime after execution and prior to the Service End Date, an early termination fee of \$3,000 shall be paid to account for damages unless termination is initiated by the Business or is because of severe misconduct. Severe misconduct includes, but is not limited to: (1) criminal activity such as fraud, theft, or embezzlement; (2) any form of abuse, neglect, harassment, or conduct that endangers the safety or well-being of students; (3)

unauthorized disclosure of confidential or protected student information in violation of FERPA or other applicable laws; (4) falsification of records, misrepresentation of credentials, or other unethical professional conduct; (5) gross negligence or willful disregard of contractual obligations that results in harm or disruption of services; and (6) failure to comply with federal, state, or local laws, regulations, or professional licensing requirements. In the event of termination for severe misconduct, the terminating party shall have no further financial or contractual obligations beyond payment for services lawfully rendered prior to the effective termination date.

Upon termination, the Business shall take reasonable steps to facilitate a smooth transition of services, including providing necessary documentation or guidance to a successor provider, if applicable. Any outstanding reports, evaluations, or required service documentation will be submitted by effective termination date. Additionally, the Business shall return all District-owned materials, equipment, and records within 30 days of termination and ensure that any confidential student records are securely destroyed or returned in compliance with FERPA and other applicable privacy laws.

2. Obligations of Business.

The Business shall provide services for up to 37.5 hours per week providing the following professional services:

- A. Participation in the development and implementation of Individualized Education Programs (“IEPs”) for students who qualify for applicable therapy services, including but not limited to direct therapy, consultation, and supervision of related personnel, as appropriate.
- B. Skilled recommendations and/or modifications regarding service delivery, modality, and accommodations as deemed appropriate per state guidelines and Scope of Practice.
- C. Collaboration with appropriate personnel to address student services and needs.
- D. Virtual attendance and participation in student-related meetings such as Individualized Education Program (“IEP”) meetings, annual review meetings, and other meetings deemed appropriate by both parties.
- E. Case management of students, as deemed appropriate.
- F. Maintenance of a caseload of no more than 60 students under active therapy services.
- G. Indirect therapy services that support academic achievement include, but are not limited to, skilled session preparation, scheduling, documentation of services provided, and other ancillary tasks deemed necessary to effectively manage and support the assigned caseload.
- H. Provision of virtual services using a FERPA/HIPAA-compliant platform, ensuring compliance with all privacy laws. Services shall be delivered in alignment with the

governing body's virtual service guidelines to maintain equivalency with in-person service standards and best practices.

3. Obligations of District.

These duties are part of the District's obligation to ensure the proper delivery of therapy services.

- A. District will provide an adequate space/room for virtual individual and group therapy sessions. District will ensure space adheres to FERPA/HIPAA guidelines.
- B. District will provide students with access to necessary technology, including but not limited to computers, cameras, headphones, and stable internet connectivity, to facilitate effective virtual service delivery.
- C. District will provide the Business with necessary forms, materials, and software access to ensure that services are delivered in accordance with District policies and procedures. Such materials and access will be provided to Business at least 7 business days prior to Service Start Date to allow for smooth initiation of services.
- D. The District shall promptly respond to all reasonable requests made by the Business for information, approvals, and other matters related to the Business's services. The Business will not be liable for any delays which result from the District's failure to respond promptly.
- E. District is responsible for communicating and obtaining informed consent from guardians specific to virtual service provision.
- F. The District will provide an on-site professional who will remain within line-of-sight of the student(s) during the entire virtual session(s) to ensure appropriate supervision and support.

4. Invoicing and Billing.

Billing: The District agrees to pay a rate of \$105.00 per hour for all services specified in this Agreement, including direct and indirect tasks, as well for any additional services requested and assigned by the District.

No-Show Policy: A cancellation or no-show occurs when a scheduled service session is not attended by the student or cannot be facilitated by the District (e.g., due to student absence, staff unavailability, or scheduling conflicts). The District acknowledges that scheduled service times are reserved exclusively for its use. In such cases, the Business reserves the right to bill the full session rate. If cancellations or no-shows become frequent, the Business reserves the right to review and adjust the service schedule to support continuity of services.

School Closures / Service Disruptions: In the event that direct therapy services cannot be provided due to no-shows, school closures, or disruptions to normal operations—including but

not limited to inclement weather, emergency closures, labor disruptions (including teacher union strikes), or other District-related factors—the District acknowledges that the Business’ scheduled service time is reserved exclusively on its behalf. The Business reserves the right to bill up to the agreed-upon scheduled or maximum billable hours during such periods. Business may utilize this time to complete indirect services (e.g., documentation, consultation, progress monitoring, evaluation planning), as appropriate.

Invoicing: Business shall invoice the District by the 1st of each month for services provided during the previous month. The actual number of hours billed will be based on actual services rendered. Any disputes regarding the invoice must be submitted in writing within 10 days of invoice receipt. The District acknowledges that timely payment is material to this Agreement. Any undisputed invoice not paid within thirty (30) days of receipt shall be subject to a one-time late fee equal to ten percent (10%) of the total outstanding invoice amount.

Collection Fees: If the District fails to remit payment within 30 days past the due date, the Business reserves the right to engage a collection agency or pursue legal action. The District agrees to be responsible for any reasonable costs of collection, including but not limited to, collection agency fees, attorney fees, court costs, and other expenses incurred in recovering the outstanding balance.

5. Privacy and Confidentiality.

The Business agrees to comply with all applicable privacy laws, including the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Illinois School Student Records Act (ISSRA), the Illinois Freedom of Information Act (FOIA) and Individuals with Disabilities Education Act (IDEA). All personally identifiable information (PII) and student records obtained during the course of this Agreement will be used solely for the purpose of providing services and will not be disclosed without proper authorization, except as required by law.

In accordance with state and federal law, Business reserves the right to disclose confidential information when necessary to report suspected abuse, neglect, exploitation, or any situation that poses a risk to the safety and well-being of a child or vulnerable individual. Such disclosures will be made only to the appropriate authorities, including child protective services, law enforcement, or other designated agencies, as required by law. Mandated reporting obligations take precedence over confidentiality agreements, and no employee or contractor of Business shall be penalized for making a good-faith report of suspected harm.

The Business will implement appropriate safeguards to protect confidential information and will immediately notify the District of any unauthorized access, use, or disclosure.

6. Subcontractors/Employees.

To fulfill the terms of this Agreement, the Business reserves the right to utilize subcontractors to deliver the service requirements as stated in this Agreement. All subcontractors engaged by the Business will perform only the services outlined in this

Agreement.

In accordance with 105 ILCS 5/10-21.9 and Illinois Faith's Law (Public Act 102-0153), the Business shall ensure that any individual performing services under this Agreement on its behalf submits to a criminal history records check conducted by the Illinois State Police and the Federal Bureau of Investigation (FBI), including searches of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database. Such background checks shall be completed prior to the commencement of any direct contact with students. The Business shall bear all costs associated with these background checks. The Business further agrees that no individual who has a disqualifying criminal history, is listed in either of the aforementioned databases, or is otherwise prohibited from working with children pursuant to Illinois Faith's Law or any other applicable law shall be permitted to perform services under this Agreement.

7. Workforce Non-Solicitation.

During the term of this Agreement and for one (1) year thereafter, the District shall not directly or indirectly, on its own behalf or on behalf of any third party, solicit, recruit, hire, or attempt to hire any employee or independent contractor of the Business, or otherwise interfere with the Business's relationship with such individuals.

8. Insurance.

Business shall ensure that all employees and contractors performing services under this Agreement maintain professional liability insurance. Proof of liability insurance with minimum policy limits of \$1,000,000 per occurrence and \$3,000,000 aggregate shall be provided to the District upon request.

The Business shall be solely responsible for any applicable payroll taxes, Social Security obligations, income tax withholdings, and other employment-related obligations associated with its employees or contractors. The District shall not be responsible for workers' compensation coverage or participation in the Teachers' Retirement System.

9. Regulatory Compliance.

Business will comply with all Federal, State and Local regulations concerning special education compliance. Business will submit a W-9 form to be kept on file at the school district office.

10. Modification and Waiver.

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless contained in 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.

11. Indemnification.

The Business agrees to indemnify, defend, and hold harmless the District, its officers, employees, and agents from any and all claims, liabilities, damages, and expenses (including reasonable attorney fees) arising out of or resulting from the Business's performance of services under this Agreement, except to the extent caused by the negligence or willful misconduct of the District.

Conversely, the District agrees to indemnify, defend, and hold harmless the Business, its officers, employees, or subcontractors from any and all claims, liabilities, damages, and expenses (including reasonable attorney fees) arising from the District's and its representatives' acts or omissions in connection with this Agreement, except to the extent caused by the negligence or willful misconduct of the Business.

12. 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.

13. 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. Any ambiguities in this Agreement shall not be interpreted against the drafting party. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

14. Governing Law.

This Agreement shall be governed by and construed under the internal laws of the State of Illinois without reference to conflicts of law principles.

15. Standards, Disclaimers, & Limitations.

The Business's services under this Agreement are limited to providing skilled therapy services, which the Business will perform in accordance with generally accepted industry standards and practices. The Business does not assume any responsibility for the acts or omissions made by the District, its employees, students, caregivers, or any other third party. The Business does not make any guarantees regarding the effectiveness of therapy or student progress. Except as expressly provided in this Agreement, each party disclaims all warranties of every kind, whether express or implied. Neither party will be liable to the other party for any incidental, consequential, indirect, special, exemplary, or punitive damages, arising out of or related to

this Agreement. The disclaimers and limitations of liability in this Agreement will apply regardless of the underlying legal theory of the claims and regardless as to whether the other party has been advised of the possibility of such damages.

16. 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]

Each party is signing this Agreement as of the Effective Date.

Victorious Speech & Language Therapy
PLLC

Sign: Victoria Banghart, M.S., CCC-SLP

Print: **Victoria Banghart**

Title: Owner

Date: 8/18/2026

Meridian Community Unit School District
#223

 **BoldSign**

Sign: Michael Plourde
e67e6941-e15e-4964-b772-e4e72f9304d9

Print: Dr. Michael Plourde

Title: Superintendent

Date: 08/18/2026