



CHANDANI & BURNS, LLC

HELPING YOU COMMUNICATE | SPEECH AND LANGUAGE THERAPY

4711 Golf Rd., Suite 100, Skokie, IL 60076 | Ph: (847) 679-8635 | www.helpingcommunicate.com

Memorandum of Understanding

This Memorandum of Understanding (Agreement) effective as of July (month) 17 (date), 2024 sets forth the terms and understanding between the Lincolnwood School District 74 (DISTRICT) and Chandani & Burns, LLC (SLP PRACTICE) for services provided as set forth herein.

WHEREAS, the DISTRICT is in need of services for school age students; and

WHEREAS, both parties agree the terms of this Agreement are effective for the time period between 17 July (date/month) 2024 and 12 June (date/month) 2025;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth in this Agreement, the parties do mutually agree as follows:

1. Obligations of SLP PRACTICE:

- 1.1 To complete observations, screening, and evaluations of referred students and written reports as mutually agreed upon by the DISTRICT.
- 1.2 To attend team meetings to discuss evaluation results and/or IEP recommendations as mutually agreed upon by the DISTRICT.
- 1.3 To provide consultation as mutually agreed upon by the DISTRICT.
- 1.4 To provide itinerant SLP services as mutually agreed upon by the DISTRICT.
- 1.5 To perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.
- 1.6 To maintain confidentiality of student records as required by state law and professional standards.
- 1.7 To provide DISTRICT with a monthly-itemized invoice of services and expenses.

2. Obligations of DISTRICT:

- 2.1 **Within 30 days of receiving an invoice**, to pay services rendered as requested by the DISTRICT:
 - 2.1.1 \$85 per hour for SLP therapy/treatment and evaluation services including report writing/IEP development.
 - 2.1.2 \$85 per hour for SLP assessment result interpretation and recommendation meetings (these may be conducted via phone/tele-/remote conference if all parties agree).
 - 2.1.3 \$85 per hour for SLP consultation services including but not limited to onsite visits.



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- 2.1.4 \$85 per hour for SLP screening services
 - 2.1.5 \$15 per half-hour travel (*only if off-site travel within a 5-mile radius applies*)
 - 2.2 If services vary from the contracted number of hours in #3 below, due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the final month's billing. In the case of unexpected cancellations or school closures, the SLP PRACTICE/provider reserves the right to make every attempt to reschedule make-up sessions to make up for lost time and wages.
 - 2.3 DISTRICT will provide the SLP PRACTICE provider with a list of students to be serviced (caseload) and any necessary information regarding each student on the caseload.
 - 2.4 DISTRICT will provide testing materials and record forms for students to be tested; an appropriate treatment space, materials, and supplies; and support services.
 - 2.5 All payments will be made directly to CHANDANI & BURNS, LLC via check or direct deposit.
3. Term of Service. The services described in this Agreement will be provided from 17 | JULY (date/month) 2024 through 12 | JUNE (date/month) 2025.

Services will be provided as follows:
Speech-language services at an average of 21 hours per week (i.e., 8 am to 3:30 pm, on three designated days minus time spent for lunch/30 minutes on each day).
Speech-language services may include, but not be limited to:
 - Screening of speech-language and dysphagia disorders.
 - Diagnosis of speech-language and dysphagia disorders.
 - Treatment of speech-language and dysphagia disorders.
 - Preparation of materials necessary for such treatment.
 - Record keeping and documentation.
 - Report writing.
 - Writing speech-language IEP goals and objectives.
 - Consultation with school team and families.
 - Attendance at IEP and other meetings as necessary.
 - Supervision of speech-language assistants (if applicable).
4. Termination for Convenience. Either party may terminate this Agreement at any time without penalty provided that written notice of such termination is furnished to the other party at least 45 days prior to termination. If termination



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occurs in accordance with this Section, any balance remaining will be paid for services previously rendered.

5. Terms and Method of Payment. Chandani & Burns, LLC will submit an itemized invoice for services provided and expenses incurred on a monthly basis. Invoices will be sent or emailed to the special education director for review and approval. **Payment is to be made within 30 calendar days of invoice receipt.** Payment shall be mailed first class postage pre-paid to the address in Section 10.
6. Relationship of Parties. Chandani & Burns, LLC is an independent contractor and not a DISTRICT employee. Each party will furnish to the other such cooperation and assistance as may reasonably be required and specified hereunder.
 - 6.1 It is agreed that any and all Chandani & Burns, LLC services that require travel to the DISTRICT will be provided on dates specifically agreed to by both parties.
 - 6.2 Noncompete: Throughout the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, the contracted SLP (i.e., employee of Chandani & Burns, LLC), may not be directly employed, engaged for hire or otherwise contracted for therapeutic services by the Lincolnwood School District 74, unless agreed upon by Chandani & Burns, LLC.
7. Confidentiality of Student Information. If, during the course of Chandani & Burns, LLC provider's performance under this Agreement, provider should obtain any information pertaining to the students' official records, Chandani & Burns, LLC agrees that this Agreement shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records. SLP PRACTICE will comply with all Federal, State, and Local regulations concerning IDEA and maintenance of confidentiality.
8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. Entire Agreement. This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement.



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- 10. Notice. Any notice given or requested to be given pursuant to this Agreement shall be hand delivered, emailed, or mailed, first class postage pre-paid, to the DISTRICT at 6950 N. EAST PRADDE, LYCONWOOD, IL (physical address)/ drusso@sd74.org (email address) and to Chandani & Burns, LLC at the address 4711 Golf Rd., Suite 100, Skokie, IL 60076 and email: chandaniandburns@gmail.com or at such other address as either party may direct in writing.
- 11. Applicable Law. This Agreement shall be governed in accordance with the laws of Illinois.

Heera Chandani MA CCC-SLP

Chandani & Burns, LLC
Heera Chandani, MA CCC-SLP/L
Owner/CEO

Date

[Signature]

President of the Board of Education/
Authorized signature for the school district

7/17/24

Date