

SPEED S.E.J.A. #802
1125 Division Street
Chicago Heights, Illinois 60411-2491



Telephone: 708-481-6100
TDD: 708-481-6100
Fax: 708-481-5713

CONTRACTOR AGREEMENT

AGREEMENT, made this 21st day of December, 2016 between the Governing Board of SPEED Special Education Joint Agreement #802, Cook County, Illinois (hereinafter referred to as "the Board") and Soliant Health, whose address is 1979 Lakeside Parkway, Suite 800, Tucker, Georgia 30084 (hereinafter referred to as "Contractor").

WITNESSETH:

The Board provides educational services to the members in its District and in providing such services, desires to have the services done by Contractor. Contractor agrees to perform services for the Board, under the terms and conditions set forth in this Agreement.

A. Contractor's Services: In consideration of mutual promises set forth herein, it is agreed between the Board and Contractor, as follows:

1. Nature of Work: Contractor shall provide:

Teachers, being properly qualified in the State of Illinois with certification through the Illinois State Board of Education for the position and area(s) of certification as well as registration for the proper regional office of Education. Such teacher shall be Responsible for all assigned students and educational support staff as well as any assigned student teachers, interns, and volunteers working in the school for the welfare and safety of all students while in the classroom, on school grounds, during before and after-school activities. Use the IEP process and procedures, as per state and federal law, to determine eligibility for special education and to develop an appropriate IEP to meet identified student needs. Monitor and assesses student progress in order to provide feedback on a regular basis to students, their parents and supervisory personnel. Follow procedures as directed by school administration.

2. Place of Work: It is understood that Contractor's services will be rendered largely at the students' school sites.

3. Time Devoted to Work: In performance of the services, the services and the hours Contractor is to work is stated on Exhibit A, and as established by the school administrator.

B. Payment: The Board shall pay Contractor for the provision of services as specified herein according to the compensation schedule set forth in Exhibit A attached hereto and made a part hereof by reference. Such payments, plus or minus adjustments, based upon exact hours of service performed, shall be made semi-monthly. There will be no other reimbursable expenses, including travel.

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- C. **Term:** The parties contemplate that this Agreement shall be effective on the first day of services rendered and will terminate on the last day of the 2016-2017 school year.
- D. **Employment of Personnel:** As deemed needed by Contractor and the Illinois State Board of Education, Contractor shall provide experienced and appropriately certified/licensed personnel to carry out the work to be performed by Contractor under this Agreement and shall be responsible and in full control of the work of such personnel.
- E. **Independent Contractor Status:** The parties to this Agreement intend that the relationship between them created by this Agreement is that of employer-independent contractor. No agent, employee or servant of Contractor shall be or be deemed to be the employee, agent or servant of the Board. Contractor has no authority to employ/retain a person as an employee or agent for or on behalf of the Board for any purpose. The Board is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of Contractor. Contractor will adhere to professional standards and will perform all services required under this Agreement. None of the benefits provided by the Board to its employees, including but not limited to, workers compensation insurance and unemployment insurance, are available from the Board to Contractor or the employees or agents of the Contractor. Contractor will be solely and entirely responsible for the acts of Contractor's agents, employees, servants, or subcontractors during the performance of this Agreement. In ordering or accepting delivery of or paying for any supplies, goods or services related to this Agreement, Contractor shall do so in Contractor's own name and not in the name of the Board.
- F. **Indemnification of the Board:** Contractor shall indemnify the Board against all liability and loss in connection with services performed under this agreement and agrees to provide the Board a current certificate of insurance for the same. Contractor shall assume full responsibility for, payment of all Federal, state and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Contractor and Contractor's employees engaged in performance of this Agreement.
- G. **Waiver or Modification Ineffective Unless in Writing:** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Board.
- H. **Written Notice:** All communications regarding this Agreement shall be sent to the Contractor at the address set forth above, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing, by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement, or such other address as may hereafter be

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specified by notice in writing.

- I. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois. Contractor will insure confidentiality of students receiving services through SPEED Special Education Joint Agreement #802. Contractor will insure that the Licensed/Registered physical therapist follows the policies/procedures of SPEED Special Education Joint Agreement #802 and the procedures of the Speech department. Contractor will insure Physical Therapist participates in SPEED Bloodborne Pathogens inservice or show proof of completion from another facility.

- J. **Termination:** The Board may terminate this Agreement for any reason with 30 days written notice to the Contractor by certified mail.

SPEED S.E.J.A. #802

DATE

APR
CONTRACTOR NAME (Signature)

Ali Prichard
CONTRACTOR NAME (Print)

Department Manager
TITLE (Print)

Representative of Soliant Health
COMPANY NAME (Print)

12/21/16
DATE

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Exhibit A

In compensation for services rendered, SPEED Special Education Joint Agreement #802, agrees to pay Soliant Health.:

Michael Priest	Special Education Teacher	\$70.00 hour	7 hours per day 5 days per week
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