

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Rantoul City Schools SD 137 ("School"), located at 1 Aviation Center Dr, Rantoul IL 61866 and Sarah Fey, M.A., CCC-SLP, an Illinois-licensed Speech-Language Pathologist doing business as Fey Speech Services PLLC ("Provider"), located at 2906 S. Myra Ridge Dr. Urbana, IL 61802.

ARTICLE I: **TERM**

1.1 This Agreement shall commence on August 13, 2025, and shall continue in effect through June 1, 2026, unless terminated earlier in accordance with the terms of this Agreement.

1.2 The Parties may mutually agree in writing to extend or renew the Agreement beyond the initial term.

ARTICLE II: **SCOPE AND SCHEDULING OF SERVICES**

2.1 Provider agrees to deliver speech-language pathology services to the School consistent with professional standards and applicable laws.

2.2 Services shall be provided approximately 7 hours per day, 5 days per week, including time spent traveling between locations. Actual daily hours may vary by mutual agreement, but weekly hours shall target an average of 35 hours. Provider shall determine her own hours and will work in good faith to coordinate with School's preferences.

2.3 The Provider retains sole discretion to determine scheduling and order of services to ensure quality and compliance with caseload requirements. The School shall provide no less than five (5) business days' notice for scheduling changes. Provider reserves the right to refuse scheduling changes or additional hours requested on less than five (5) business days' notice or that would cause Provider to exceed the agreed average weekly hours without overtime compensation.

2.4 Caseload Limits

2.4.1 Provider's maximum caseload shall not exceed sixty (60) students at any time, consistent with Illinois state law governing speech-language pathology services in schools.

2.4.2 The Parties acknowledge that maintaining a caseload at or below fifty (50) students is optimal to ensure quality of care, timely service delivery, and compliance with professional standards. Provider and School agree to cooperate in managing caseload assignments to strive toward this target whenever feasible.

2.4.3 Should caseloads approach or exceed the legal maximum of sixty (60) students, Provider reserves the right to refuse additional student assignments until caseload numbers are reduced to

within acceptable limits, and to request adjustments to workload or compensation accordingly.

ARTICLE III: **HOURS, TRAVEL, AND BILLING**

3.1 Hourly Rates:

Standard hourly rate for service and travel: \$95 per hour.

Travel time between service locations shall be billed at the standard hourly rate and included in the weekly total hours. Mileage or other travel expenses will not be reimbursed separately unless pre-approved in writing (rare exceptions only).

3.2 Overtime: Any time exceeding 45 hours in a single week shall be billed at an overtime rate of \$142.50 per hour. Overtime applies to all hours, including travel.

3.3 Provider will submit monthly invoices itemizing service and travel hours separately, both billed at the same rate unless overtime applies.

3.4 The Provider is not obligated to provide services beyond the agreed schedule unless agreed in writing.

ARTICLE IV: **PAYMENT TERMS**

4.1 Provider shall submit monthly invoices itemizing service and travel hours no later than five (5) business days following the end of each calendar month.

4.2 Payment shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Invoices will be placed on the next available Board meeting agenda and processed the day following Board approval.

4.3 Due to statutory approval requirements, payment timelines may vary based on Board meeting schedules.

4.4 Provider acknowledges that invoices submitted after Board agenda deadlines may be deferred to the next month's meeting.

4.5 No late fees or interest shall apply, as payment is governed by the Prompt Payment Act.

ARTICLE V: **TERMINATION**

5.1 Either Party may terminate without cause with 30 calendar days' written notice.

5.2 Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach of any term of this Agreement by the other Party, provided that the non-breaching Party has first given written notice of the breach and the breaching Party has failed to cure the breach within ten (10) calendar days of such notice. No cure period is required if the breach is incapable of cure or involves acts of gross misconduct, fraud, or criminal behavior.

5.3 Provider may terminate immediately upon written notice if payments are over 45 calendar days past due.

5.4 Upon termination, School shall pay for all services rendered and approved expenses up to the termination date.

5.5 Upon termination or expiration of this Agreement, Provider shall promptly return to the School all documents, records, equipment, keys, and any other property belonging to the School. Provider shall also delete or destroy any confidential information in Provider's possession, as directed by the School.

ARTICLE VI: **ISSUES RELATED TO PROVIDER'S SERVICES**

6.1 Complaints related to Provider's services must be submitted in writing within 15 calendar days of the incident, with detailed description.

6.2 Provider will respond in writing within 10 business days and make reasonable efforts to resolve substantiated complaints within 30 calendar days.

ARTICLE VII: **ISSUES RELATED TO PROVIDER'S FEES**

7.1 School must notify Provider in writing of any disputes within fifteen (15) calendar days of invoice receipt, specifying reasons and disputed amounts. Otherwise, the invoiced fees shall be considered valid and payable in full.

7.2 Parties agree to meet in good faith within ten (10) calendar days of dispute notice to resolve the issue.

7.3 In the unlikely event that Provider needs to retain an attorney to collect amounts earned under this Contract, School is obligated to pay Provider's attorney fees and costs incurred in enforcing this Agreement.

ARTICLE VIII:
LICENSURE AND CREDENTIALS

8.1 Provider shall maintain active and unrestricted licensure with the Illinois Department of Financial and Professional Regulation (IDFPR) as a Speech-Language Pathologist throughout the term of this Agreement.

8.2 Provider shall hold and maintain a current Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) issued by the American Speech-Language-Hearing Association (ASHA).

8.3 Provider shall maintain professional liability insurance coverage with minimum limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Provider shall, upon request, name the School as an additional insured on such policy.

8.4 Provider shall furnish a certificate of insurance evidencing the required professional liability coverage prior to the commencement of services under this Agreement and shall provide updated certificates within fifteen (15) business days of any policy renewal, cancellation, or material change. Failure to maintain coverage shall be deemed a material breach.

8.4.1 Provider shall ensure the District, its board of trustees, board members, administrators, employees, agents, representatives, volunteers, insurers, and attorneys are named as additional insureds on applicable policies by endorsement.

8.4.2 Commercial general liability insurance shall be primary and noncontributory and shall include contractual liability coverage.

8.4.3 All insurance policies shall include at least 30 days' written notice to the District prior to any termination, cancellation, or material amendment.

8.5 Provider shall maintain current registration with the Illinois State Board of Education (ISBE) as a licensed Speech-Language Pathologist authorized to provide school-based services within the State of Illinois.

ARTICLE IX:
FORCE MAJEURE

9.1 Neither Party is liable for delays or failures caused by events beyond reasonable control (natural disasters, pandemics, strikes, government actions).

9.2 The affected Party shall notify the other within 5 business days and make reasonable efforts to resume performance promptly.

9.3 If a force majeure event continues for a period exceeding thirty (30) consecutive calendar

days, either Party may terminate this Agreement without penalty upon written notice to the other Party. Neither Party shall be liable for damages or penalties resulting from delays or failure to perform due to force majeure.

ARTICLE X:
CONFIDENTIALITY AND DATA PROTECTION

10.1 The Provider affirms that they have no criminal convictions that would disqualify them from working in a school setting under applicable state or federal law.

10.2 Provider shall submit to or provide a criminal background check consistent with 105 ILCS 5/10-21.9 of the Illinois School Code prior to the start of services. Provider agrees to comply with any physical fitness or medical clearance requirements reasonably imposed by the School or applicable law as a condition for providing services on School premises. Any such evaluations or clearances shall be at the expense of the Provider unless otherwise agreed in writing.

10.3 The Provider agrees to comply with all applicable rules, policies, and regulations of the School and/or School District, including, but not limited to:

- FERPA (Family Educational Rights and Privacy Act)
- HIPAA (Health Insurance Portability and Accountability Act)
- ISSRA (Illinois School Student Records Act)
- All applicable Board policies relating to confidentiality, nondiscrimination, harassment, and workplace safety, including:
 - 4:190 Targeted School Violence Prevention
 - 5:90 Abused and Neglected Child Reporting
 - 5:120 Employee Ethics, Conduct, and Conflicts of Interest
 - 7:10 Equal Educational Opportunities
 - 7:180 Bullying, Intimidation, and Harassment
 - 7:290 Suicide and Depression Awareness Prevention
 - 7:340 Student Records

10.4 Each Party indemnifies the other from damages arising from confidentiality breaches.

10.5 The District will make applicable Board policies available to Provider upon request. To the extent permitted by professional obligations, Provider agrees to report information as required under applicable law and District policy.

10.6 Provider is considered a "school official" under FERPA and ISSRA for purposes of service delivery under this Agreement and may access student records without parental consent within the scope of services provided.

ARTICLE XI: **MISCELLANEOUS**

11.1 Provider retains professional autonomy to determine clinical approaches consistent with standards.

11.2 Provider is an independent contractor and not an employee of the School. Provider is not entitled to employee benefits and shall not seek such compensation. Provider is solely responsible for taxes, insurance, and other self-employment obligations.

11.3 Each Party (the "Indemnitor") shall indemnify, defend, and hold harmless the other Party, its officers, directors, employees, agents, and affiliates (the "Indemnitee") from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any negligent or willful acts or omissions of the Indemnitor or its agents in connection with this Agreement, except to the extent caused by the Indemnitee's own negligence or willful misconduct.

11.3.1 Provider's indemnity obligations shall be limited to acts or omissions within Provider's control and shall not extend to liabilities arising solely from School's policies, actions, or omissions.

11.4 The School agrees not to impose unreasonable scheduling demands that impair Provider's ability to serve other clients or maintain quality.

11.5 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.6 This Agreement shall be governed by the laws of the State of Illinois. Any disputes shall be resolved in the courts of Champaign County, Illinois. Ambiguities shall not be construed against either party.

11.7 This Agreement constitutes the entire understanding and supersedes prior discussions.

11.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives. This Agreement may not be assigned

without prior written consent, which shall not be unreasonably withheld.

Provider and School hereby agree to the terms of this Agreement and execute it by their signatures below.

RANTOUL CITY SCHOOLS SD 137

ALLISON DIDIER

Signature

Date

SARAH FEY, FEY SPEECH SERVICES PLLC

Sarah Fey

Date