

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR MUSIC THERAPY

This Independent Contractor's Agreement ("Agreement") is made the 20th day of August 2025 by and between, Dixon Unit School District #170, 1335 Franklin Grove Road, Dixon, IL 61021 (hereinafter referred to as "DPS 170") and Kearsti-Rae Knowles, MMT, LPMT, MT-BC, NMT-Fellow, an independent contractor of Safe in Sound Music Therapy, LLC; (hereinafter referred to as "Kearsti-Rae Knowles").

Kearsti-Rae Knowles is licensed and qualified to provide Music Therapy services required by DPS 170 and has the right and authority to enter into this Agreement.

NOW, THEREFORE, the undersigned parties desire to enter into this Agreement subject to the following terms and conditions.

Services for Base Contract. Kearsti-Rae Knowles shall provide the following:

1. Provide music therapy services to assigned students at the Thomas J. Dempsey Therapeutic Day School as agreed upon with the Superintendent or his/her designee.
2. A maximum of 10 students will be served in each group session. A meeting shall be held with the Superintendent, or his/her designee, of DPS 170 and Kearsti-Rae Knowles prior to the beginning of the regular school year to establish caseload.
3. Provide weekly music therapy group sessions to classrooms at the Thomas J. Dempsey Therapeutic Day School (grades K-8).
4. All musical materials will be provided by the Music Therapist, including but not limited to guitar, keyboard, small percussive instruments, and live music player(s) (i.e., tablet, computer, speakers, etc.).

Schedule. DPS 170 and Kearsti-Rae Knowles agree that the music therapy schedule shall be determined prior to the delivery of services for the 2025-2026 school year.

Kiersti-Rae Knowles understands and agrees that DPS 170 has no obligation to extend this Agreement for the provision of any future services and makes no warranties or representations otherwise.

The provisions above regarding the term of this Agreement apply to the period during which Kearsti-Rae Knowles may provide services to DPS 170 under this Agreement. In addition, Kearsti-Rae Knowles will promptly return to DPS 170 all information, property and/or documents, which Kearsti-Rae Knowles has been informed are confidential.

Remuneration. DPS 170 shall be obligated to pay Kearsti-Rae Knowles a fee for the services to be rendered pursuant to this Agreement. This fee as stipulated will be **\$85.00 per 30-minute group session for music therapy. A full schedule of Safe in Sound fees is attached to this agreement.** Other services beyond the base contract will be negotiated separately.

DPS 170 shall process payment to Safe in Sound Music Therapy, LLC for all invoices received within thirty (30) days of receipt of the invoice and/or by next DPS 170 Board of Education

meeting schedule. The invoices will be given monthly following the delivery of service and shall detail dates of service, the charge for services, and a general description of the services. Payments should be sent to Kearsti-Rae Knowles, 300 W. Washington St. Suite 201, Oregon, IL 61061.

Independent Contractor. Kearsti-Rae Knowles is retained only for the purposes and to the extent set forth in this Agreement and shall at all times have the status of an independent contractor. Kearsti-Rae Knowles expressly agrees that as an independent contractor, Kearsti-Rae Knowles is not entitled to any employee benefits, including but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid, medical or disability insurance, vacation or leave; pension, unemployment insurance or worker's compensation insurance, or some other entity (collectively, "Employee Benefits"). Kearsti-Rae Knowles is obligated to pay federal and state income tax on any monies paid pursuant to the Parties' contractual relationship.

Compliance with Law. In addition to the obligations regarding workers compensation and unemployment compensation insurance, Kearsti-Rae Knowles will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed.

Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. Kearsti-Rae Knowles and DPS 170 further understand and agree that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, upon reasonable cause, by notifying the other party in writing of their attention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective ten (10) days after the date of mailing. The grounds for reasonable cause shall include: any material violations of this Agreement. In the event of termination, DPS 170 shall be obligated to pay Kearsti-Rae Knowles only for services rendered up to the effective date of termination.

Governing Law. This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

Insurance.

- a. No insurance will be supplied through DPS 170: DPS 170 will not include Kearsti-Rae Knowles as an insured under any policy DPS 170 has for itself, including, without limitation, any general liability, life, collision, comprehensive, health, medical, and workers' compensation policy.
- b. Kearsti-Rae Knowles will obtain, maintain, and manage professional liability for her services rendered. Kearsti-Rae Knowles must have in place on the start date of this Agreement and must maintain during the term of this Agreement general liability.

Confidential Information.

1. DPS 170 and Kearsti-Rae Knowles, by virtue of entering into this Agreement, will have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party agrees that it will not, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, without the other party's written consent, except pursuant to its duties hereunder, any confidential or proprietary information of the other party.
2. All DPS 170's medical and school student records that are used by the Personnel under this Agreement shall be and remain the property of DPS 170. Kearsti-Rae Knowles and DPS 170 have the right to use IEP records for therapy purposes and school student records as may be permitted by law. Each party to this Agreement shall make available to the other party to this Agreement IEP records and other information, as may be permitted by law, for defense of any claim.

FERPA AND ISSRA. DPS 170 and Kearsti-Rae Knowles who provide services under this Agreement shall adhere to the provisions of the *Family Educational Rights and Privacy Act*, the *Illinois School Student Records Act*, and their respective regulations, regarding student records and the information contained therein as to all students who receive services under this Agreement.

Civil Rights. Each of DPS 170 and Kearsti-Rae Knowles agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, ancestry, race, color, religious belief, national origin, marital status, disability, military status, sexual orientation, unfavorable discharge from military service or any other classification protected by federal, state, or local law.

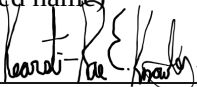
Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreement, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified, or waived, in any respect whatsoever, except by written agreement signed by the parties. If a court decides that any portion of this Agreement is unenforceable for any reason, then the remainder of this Agreement shall remain in full force and effect.

Neither DPS 170 nor Kearsti-Rae Knowles will be considered in breach of violation of this Agreement if prevented from performing its obligations due to any reason beyond its control.

IN WITNESS OF THE PARTIES AGREEMENTS, Kearsti-Rae Knowles and DPS 170 have executed this four-page Agreement on the date(s) indicated below.

Kearsti-Rae Knowles, MMT, LPMT, MT-BC, NMT-Fellow

By: Kearsti-Rae E. Knowles
(Printed name)

Signature:  MMT, LPMT, MT-BC

Address: 300 W. Washington St., Suite 201

City, State, Zip: Oregon, IL 61061

Date: 7/17/2025

Dixon Unit School District #170 (DPS #170)

By: _____
(printed name)

Signature: _____

Title: _____

Address: _____

City, State, Zip: _____

Date: _____