

Solutions In Speech, L.L.C.

Karla Doherty, President, M.A., CCC-SLP
1820 Marne Road
Bolingbrook, IL 60490
630-759-7398

WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this "Agreement") is made effective as of November 3, 2017, by and between **Pleasantdale School District 107**, 7450 S. Wolf Rd, Burr Ridge, 60527 and **Solutions In Speech, L.L.C.**, of 1820 Marne Road, Bolingbrook IL, 60490. In this Agreement, the party who is contracting to receive the services shall be referred to as "PSD107", and the party who will be providing the services shall be referred to as "SISLLC".

1. DESCRIPTION OF SERVICES. Beginning on November 9, 2017, SISLLC will provide the following services, (collectively, the "Services"): diagnostic and therapeutic services to individuals from preschool to fourth grade at Pleasantdale Elementary School, 8100 School Street, La Grange, IL 60525 who present with a variety of communication disorders; attend weekly/monthly team meetings for those students on her caseload; in-service teachers and parents; attend annual review and multidisciplinary conferences for those students on her caseload; and function as a team member within the school setting.

2. PAYMENT FOR SERVICES. Compensation shall be payable in one installment on the thirtieth of each month by PSD107 to SISLLC for the prior month's services. SISLLC shall bill for services rendered in the first week of each month. SISLLC will bill approximately 7.25 hours on Wednesdays and Thursdays at a rate of \$69.00 per hour. The parties agree that SISPC shall receive payment in full, concerning its statement or invoice, within 45 days from the date of said statement or invoice. If SISLLC does not receive payment in full, within said 45-day period, PSD107 agrees to pay interest at the rate of 1½% per month, on any late unpaid balance.

3. TERM/TERMINATION. This Agreement shall terminate automatically on approximately June 6, 2018, or if one or both parties are given two weeks written notice. Just cause does not exist concerning termination of this agreement if PSD107 decides to hire another speech language pathologist to work directly for the cooperative during the term of this agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Rita Giudice, SLP is an independent contractor. PSD107 will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Rita Giudice. Rita Giudice shall obtain appropriate malpractice insurance for the benefit of herself.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral

or written.

6. 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 provision 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.

7. MEDIATION AND ATTORNEYS FEES: If any conflicts arise between the parties as to any of the provisions of this Agreement or the implementation thereof, the complaining party shall first send the other party proper notice, pursuant to paragraph 8 of this Agreement, regarding said conflict, and both parties shall make reasonable attempts to negotiate a settlement of the conflict. The party receiving said written notice shall reply to the written notice of complaint pursuant to paragraph 8 of this Agreement. If the parties are unable to resolve their conflict within a reasonable period of time, the parties agree to submit their dispute to mediation. If mediation does not resolve the conflict, and litigation is necessary, the prevailing party in said litigation shall be entitled to collect reasonable attorneys fees and costs from the losing party.

8. NOTICES: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, certified mail return receipt requested, addressed as follows:

If for Solutions In Speech, P.C.:

Karla Doherty, President
1820 Marne Road
Bolingbrook, IL 60490

If for PSD 107:

Debbie Lubeck
7450 S. Wolf Road
Burr Ridge, IL 60527

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

9. INDEMNIFICATION: Solutions in Speech, L.L.C. agrees to indemnify and hold PSD107 harmless from all claims, losses, expenses, fees (including attorney fees, costs and judgments) that may be asserted against PSD107 that result from the acts or omissions of Solutions in Speech, L.L.C., its employees and agents.

10. CONFIDENTIALITY: Solutions in Speech, L.L.C. and its contractors will comply with the federal Family Educational Rights and Privacy Act and the Illinois Student Records Act and maintain confidentiality of all information obtained in the course of fulfilling the contract and not release such information without prior written consent of PSD107.

11. TERMINATION FOR CAUSE: In the event of gross misconduct on the part of a therapist provided by Solutions in Speech, L.L.C., PSD107 reserves the right to request a removal of the therapist and voiding of the contract.

Party contracting services:

Pleasantdale School District 107

By:



Representative, Pleasantdale School District 107

Service Provider:

Solutions In Speech, L.L.C.

By:

Karla Doherty

Karla Doherty, President, M.A., CCC-SLP

Contract Number: 2017-1
Tax ID #: 36-4364755

Consultant: Rita Giudice
Termination Date: June 6, 2018