Love Institute, LLC 6941 S Crandon Ave Chicago, IL 60649

CONTRACTOR AGREEMENT

AGREEMENT, made this _____ day of August, 2020 between the Governing Board of Harvey School District 152, Cook County, Illinois (hereinafter referred to as "the Board") and Love Institute, whose address is **6941 S Crandon Ave** (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 with a start date of August_____, 2020 and an end date of the proposed Summer School Schedule not to exceed July _____, 2021.

- A. Contractor's Services: In consideration of the mutual promises set forth herein, it is agreed between the Board and Contractor, as follows:
 - 1. Nature of Work: Contractor shall provide:
 Certified Speech/Language Pathologist (SLP) and Certified Speech/Language Pathologist Assistant (SLPA) being properly qualified by appropriate state or local agencies as required by law. Such pathologist shall direct and consultative therapy, conduct evaluations, attend staffing/meetings during regular work day as required by the position, complete any reports as required of the position, assist in finalizing/arranging specific schedules, provide collaborative support to Harvey School District 152 teachers/staff to which (s)he is assigned, complete all re-evaluations for students on speech/language pathology caseloads, assist in ordering student equipment/materials, consult with teachers and administrators who are responsible for students within the program. Follow procedures as directed by the school administration.
 - Place of Work: It is understood that Contractor's services will be rendered largely at the students' school site.
 - 3. **Time Devoted to Work:** In performance of the services, the services and the hours Contractor is to work is up to 32.5 hours a week, as established by the school administrator. If speech-language pathologist needs to exceed 32.5 hours, then prior approval should be obtained from school administrator designated by the Superintendent.

- **B.** Payment: The Board shall pay Contractor \$75.00(SLP) and \$55.00 (SLPA) per hour for days/hours worked only during the term of this Agreement. Such payments, plus or minus adjustments, based upon exact hours of service performed, shall be made semi-monthly. There will be no reimbursable expenses, including travel.
- 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 2020 2021 school year and summer school if needed.
- **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. Contractor Status: The parties to this Agreement intend that the relationship between them created by this Agreement is that of employer-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

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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 specified by notice in writing.

- I. Governing Law: This Agreement shall be governed by the laws of the State of Illinois. Contractor will insure that therapist(s) will maintain confidentiality of students receiving services through Harvey School District 152. Therapist(s) will follow the policies/procedures of Harvey School District 152 and the procedures of Harvey School District 152. Therapist(s) will participate in Harvey School District 152 Bloodborne Pathogens inservice or show proof of completion from another facility.
- **J. Termination:** The Board may terminate this Agreement for any reason within 30 days written notice to the Contractor by certified mail.

Harvey School District 152	CONTRACTOR NAME (Signature)
Signature	Jonathan Love CONTRACTOR NAME (Print)
	Speech - Language Pathologist TITLE (Print)
	DATE