

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("***Agreement***") is entered into as of 07/21/26 by and between LIGHTHOUSE SPEECH THERAPY, PLLC, an Illinois professional limited liability company, ("***Contractor***"), and Harlem School District 122 ("***Harlem School District 122***").

SERVICES:

1. **Location:** It is understood that the Contractor will be providing speech and language services for Harlem School District 122 at Loves Park Elementary School. All direct services are to take place at this location, unless otherwise mutually agreed upon and approved by Lighthouse Speech Therapy, PLLC.
2. **Dates:** Services are effective October 1, 2026 through March 30, 2027. The length of this contract may be extended if mutually agreed upon by both parties.
3. **Obligations:** Lighthouse Speech Therapy, PLLC (Contractor) agrees to:
 - a. Perform speech/language therapy in accordance with the Individualized Education Plan for each individual student assigned to the Contractor.
 - b. Evaluate incoming students to determine eligibility for special education services.
 - c. Act as the case manager for students assigned to the Contractor who qualify for special education services under the disability category of Speech and Language Impairment.
 - d. Perform record review, assessments, student observation, report writing, and/or interviewing for the completion of an Individualized Education Plan and/or Evaluation Team Report for each student assigned to the Contractor.
 - e. Provide written progress reports for each student assigned to the Contractor in accordance with Harlem School District 122's reporting periods.
 - f. Attend annual and triennial review meetings with the special education team if meetings are held the day the Contractor is scheduled to be on site.
 - g. Be responsible for carrying professional liability insurance and providing proof of coverage to Harlem School District 122.
 - h. Complete and submit monthly invoices in order to receive compensation for services rendered.
 - i. Meet the certification and qualification requirements for a Speech Language Pathologist in the state of Illinois; including holding an active Speech Language Pathology license through the Illinois Department of Financial and Professional Regulation, a Professional Educator License through the Illinois State Board of Education, and maintaining Certificate of Clinical Competence through the American Speech Language Hearing Association.
 - j. Follow all policies and procedures implemented by Harlem School District 122 at the building and Harlem School District 122 level.
 - k. Maintain confidentiality of student records as required by state and federal laws and professional standards.
 - l. All reports, files, and records relating to the business of Harlem School District 122, whether prepared by the Contractor or otherwise coming into the Contractor's possession,

shall remain the exclusive property of Harlem School District 122. Forms, documents, or other inventions created by the Contractor prior to or while under contract with Harlem School District 122, outside of reports completed for the business of Harlem School District 122 are the property of the Contractor.

- m. Upon termination of services, the Contractor will promptly return to the Harlem School District 122 all property belongings to the Harlem School District 122 including without limitation: computer, office supplies and documents.
- n. Pay for the required fingerprinting/background check at the Regional Office of Education (ROE).

4. Harlem School District 122 agrees to:

- a. Provide a caseload that does not exceed 35 students, unless approved by the Contractor.
- b. Provide a suitable, designated work area for the Contractor to administer SLP services.
- c. Provide the Contractor with access to supplies and equipment necessary to complete work assignments, including but not limited to a computer, printer, office supplies, building procedures and policies, and standardized assessments
- d. Provide the Contractor a brief overview of the IEP/documentation platform and Medicaid billing program, if applicable.
- e. Submit session details for each student assigned to the Contractor to a third party billing company for Harlem School District 122 to receive Medicaid for the Schools reimbursement, if applicable.
- f. Provide the necessary information regarding each student to be serviced by the Contractor.
- g. Make payments to the Contractor monthly.
- h. Exempt the Contractor from building level duties and building or Harlem School District 122 level professional development, unless agreed upon by both parties. Compensation to be provided by Harlem School District 122 to Lighthouse Speech Therapy, PLLC at a rate of \$115.00 per hour for participation in supplemental activities.

FINANCIAL ARRANGEMENTS:

- 1. Subject to the terms and conditions of this agreement, Harlem School District 122 engages the services of Lighthouse Speech Therapy, PLLC as an independent contractor at a rate of \$115.00 an hour.
- 2. It is understood that all evaluations, documentation, data entry, billing, participation in special education meetings, as well as consultation with parents and staff are included within the hourly rate, irrespective of service delivery location. If the Contractor is in attendance of special education meetings, in excess of the contracted hours agreed below, Harlem School District 122 will provide compensation for these duties at the rate of \$115.00 per hour.
- 3. Lighthouse shall invoice Harlem School District 122 on a monthly basis, for services provided under this Agreement. Invoices shall reflect the hours of service and dates of service performed by the Contractor(s), based on the agreed-upon schedule, not to exceed three school days per week

(21 hours per week), unless otherwise adjusted in writing by the parties. Harlem School District 122 shall pay the Contractor only for time actually worked by the Contractor and shall not be responsible for travel time or any other expenses incurred in the performance of this Agreement. Harlem School District 122 shall pay the contractor in accordance with the Illinois *Local Government Prompt Payment Act*. The Contractor shall submit a request for payment in a format acceptable to Harlem School District 122 no later than the 1st day of each month services are performed. At a minimum, each request for payment must state a description of the services provided, the dates worked, the total number of hours worked, and the current payment due. Unless otherwise directed in writing, the Contractor shall send all requests for payment in the first week of the month via email to the attention of Heidi Lange.

4. Harlem School District 122 agrees to pay late charges on any unpaid balances more than thirty (30) days after the due date at the rate of 1.5% per month or the maximum legal rate, whichever is less.

TERMINATION:

1. This Agreement shall commence as of the Effective Date and shall remain in effect through the conclusion of the final session of services, unless earlier terminated as provided herein. a. Either party may terminate this Agreement immediately upon written notice if the other party:
 - i. materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the breaching party does not cure such breach within fifteen (15) days after receipt of written notice of such breach; or
 - ii. becomes insolvent, files for bankruptcy, is placed under receivership, or ceases to conduct business in the ordinary course.
2. If Harlem School District 122 determines that a Contractor's performance is materially deficient or noncompliant with Program requirements, such deficiency shall not constitute a breach by Lighthouse unless and until:
 - iii. Harlem School District 122 provides written notice to Lighthouse identifying the specific performance issues; and
 - iv. Lighthouse fails to address the issue or assign a qualified replacement Contractor within a reasonable period after receiving such notice. Lighthouse shall use commercially reasonable efforts to promptly assign a qualified replacement, subject to availability and in coordination with Harlem School District 122.
- b. The provisions of this Agreement that by their nature should survive termination shall survive the expiration or termination of this Agreement.
3. This contract may be terminated by the Contractor or the Harlem School District 122, as long as written notice is provided at least sixty (60) days in advance of termination. The Harlem School District 122 will have no liability to the Contractor beyond the date of termination.

MISCELLANEOUS:

1. Conversion Protection
 - a. Harlem School District 122 shall not directly engage, hire, or contract with any Contractor introduced or assigned by Lighthouse under this Agreement during the term of this

Agreement or for a period of twelve months (12) following the end of the applicable session, without Lighthouse's prior written consent.

- b. The parties acknowledge and agree that if Harlem School District 122 breaches this provision, Lighthouse would suffer damages that are difficult to ascertain at the time of contracting. Accordingly, Harlem School District 122 shall pay Lighthouse, as liquidated damages and not as a penalty, a flat fee of Twenty-Five Thousand Dollars (\$25,000) per Contractor engaged in violation of this Section.
2. Taxes: Harlem School District 122 shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against Harlem School District 122 for vacation pay, sick leave, retirement benefits, social security, pension payments, worker's compensation, health or disability benefits, unemployment insurance, or any other wages or benefits of any kind.
3. To the fullest extent allowed by law, the contractor agrees to indemnify, hold harmless and defend Harlem School District 122, its Board of Directors, and its individual Board members, officers, employees, agents, representatives, successors, and assigns against any and all suits, disputes, actions, legal proceedings, claims, demands, losses, injuries, costs and expenses (including attorneys' fees), damages, liabilities, and judgments in any manner caused by, resulting from, arising out of, incidental to, based upon, or connected in any way with any act or omission of the contractor, its officers, employees, agents, representatives, successors, and assigns, or any breach of this Agreement. The foregoing indemnification shall survive the expiration or termination of this Agreement. Additionally, the contractor waives any and all rights against the Harlem School District 122 he/she may have under any Worker's Compensation Act or interpretations of such laws, including, but not limited to those rights under the judicial decision in *Kotecki v. Cyclops Welding Corporation*.

CONFIDENTIALITY

1. The Parties mutually agree to ensure that all activities and services covered by this Agreement comply with all applicable privacy and confidentiality laws and regulations including, but not limited to: the *Family and Educational Rights Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"); the *Illinois School Student Records Act* (105 ILCS 10/1) ("ISSRA"); the Federal Regulations on Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2); the *Health Insurance Portability and Accountability Act* (45 CFR Parts 160 and 164); and the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110). In addition, the contractor agrees that any information it receives from the Harlem School District 122 or otherwise in the performance of the services under this Agreement shall remain the property of the Harlem School District 122 and shall be treated and maintained by the contractor as confidential information and used only for the identified purposes in conjunction with the services under the Agreement. Such records shall not be disclosed to third parties for any reason other than to law enforcement or medical personnel in the event of an emergency, and should not be used for the contractor's own business purposes outside the performance of services under the Agreement. Upon termination of the Agreement for any reason, any student record information in possession of the contractor shall be returned to the Harlem School District 122 and all copies of such information in all formats destroyed in accordance with all applicable laws and policies of the Harlem School District 122. All information that qualifies as a

student record under FERPA and/or ISSRA shall be handled by the contractor in accordance with those laws and the Board's policies. If there is a breach of such information (i.e. disclosure to a third party by the contractor), the contractor shall, within two (2) calendar days of knowledge of the incident, inform the Harlem School District 122 of the breach and the data affected. As it applies, the contractor will execute a FERPA Statement of Understanding and other required documentation outlining appropriate guidelines as required by the Harlem School District 122. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. The above contract contains the entire agreement between Lighthouse Speech Therapy, PLLC and Harlem School District 122. Any amendments or changes must be documented in writing and executed in the same manner as this contract.

Lighthouse Speech Therapy, PLLC

By _____

Name: Stefanie McWilliams M.S., CCC-SLP

Title: Owner, SLP

Harlem School District 122

By _____

Name:

Title: