

## AGREEMENT

This Agreement is made and entered on April 10, 2025, by and between The Stepping Stones Group LLC located at 225 West Washington, Suite 1140, Chicago, IL 60606, hereinafter referred to as "Contractor" and, Mid-State Special Education hereinafter referred to as "School District." or "Client". Client acknowledges the district representative who signs this agreement has full signing authority, and all agreed upon terms shall be binding. It is hereby agreed as follows:

**SERVICES, RATES AND BILLING:** Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor's employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

**MATERIALS, HOURS, SUPERVISIONS:** School District will provide applicable materials and supervision to the Contractor's employee unless otherwise agreed upon. Contractor's employee in-session student day hours are guaranteed regardless of enrollment and or student absences. In the event changes to the caseload shall be made to maintain the agreed upon daily/weekly/assignment total hours, Client may reassign Contractor's employee to another caseload upon mutual agreement.

**TRAVEL TIME & MILEAGE:** Mid-State will reimburse mileage costs incurred by THE STEPPING STONES GROUP traveling from site to site within Mid-State. The mileage reimbursement will be at the IRS standard mileage rate and be included in THE STEPPING STONES GROUPS' itemized bill.

**PAYMENT TERMS:** School District will be billed once per month (by the 5<sup>th</sup> of the month) via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.



A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

**NO SOLICITATION:** During the term of this Agreement and for a period of one year after the termination of this Agreement, School District agrees not to contract with directly or indirectly, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District for consideration. School District agrees that if it directly hires any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 30% of the School District salary of that employee or candidate. Contractor will waive the 30% fee if employee has completed two consecutive years of contracted services with Contractor at the School District.

**CONFIDENTIALITY:** School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration, and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**COOPERATION:** School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**TERMINATION:** The term of the Agreement shall be one (1) year, commencing on the Effective Date, and will automatically renew each year, on the anniversary date, unless terminated by either party in writing at least sixty (60) days prior to the anniversary date or unless otherwise terminated as provided herein. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District is deficient in performance of the services hereunder or (b) any employee of



Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement. Without cause termination requires thirty (30) days' notice. A cancellation fee equal to the scheduled in-session school days and hours of all shifts cancelled during this thirty (30) day period shall be billable. It is at the Client's discretion if the Contractor's employee services will be used during this cancellation period. If Client elects to have the Contractor's employee perform their scheduled hours during the thirty (30) day cancellation notice period, and Contractor's employee refuses to fulfill those hours, all hours refused to be fulfilled by Contractor's employee will not be billable.

**SCHOOL CLOSURES:** In the event there is an unexpected closure due to unforeseen circumstances (force majeure), and the district continues operating virtually, Contractor's employees shall be willing and prepared to work the regularly scheduled hours during this time. If school closures are due to "snow days" which are applied to be made up at the end of the school calendar year, Contractor's employee(s) must obtain prior district approval to conduct "remote non-student services" during the closure timeframe. Examples of remote work includes but is not limited to report writing, scheduling, other administrative duties, etc.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party



within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Illinois. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Illinois. Both parties hereby consent to the jurisdiction and venue of such courts.

**GENERAL:** No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

**BILLING DETAILS FOR SCHOOL DISTRICT:**

Billing Contact Name/Title: Bobbi Fisher, Director

Billing Email/Phone: bobbi.fisher@midstatespec.org; (217) 526-8121 Ext 244

Mailing Address (for invoice): 202 Prairie Street, Morrisonville, IL. 62546

Special Billing Instructions: \_\_\_\_\_

Signed for Contractor:

Signature: Cassandra Larson

Name: Cassandra Larson

Title: Vice President of Growth

Date: April 10, 2025

Signed for School District:

Signature: Bobbi Fisher

Name: Bobbi Fisher

Title: Executive Director

Date: 4/14/25



**2025-2026 School Year Addendum  
Mid-State Special Education  
MASTER RATE SHEET**

<b>Current Contracted Disciplines &amp; Proposed Bill Rates</b>	
Occupational Therapist	\$63.89 per hour
Occupational Therapy Assistant	\$43.87 per hour
Physical Therapist	\$63.89 per hour
Physical Therapy Assistant	\$43.87 per hour
Speech Language Pathologist (Virtual)	\$70.85 per hour

<b>Additional Disciplines Available</b>	
Speech Language Pathologist (onsite)	\$80.00 per hour
Speech Language Pathology Assistant	\$52.00 per hour
Special Education Teachers	\$75.00 per hour
Deaf and Hard of Hearing Teacher	\$75.00 per hour
Sign Language Interpreter	\$77.00 per hour
School Counselor/LMFT	\$75.00 per hour
School Social Worker	\$75.00 per hour
Specialist in School Psychology	\$98.00 per hour
BCBA	\$80.00 per hour
Behavior Interventionist	\$39.00 per hour
Facilitator	\$38.00 per hour
School Nurse/Registered Nurse	\$80.00 per hour
School Vocational Nurse/Licensed Practical Nurse	\$64.00 per hour
Audiologist	\$85.00 per hour
Teacher for the Visually Impaired	\$99.00 per hour

**Signed for The Stepping Stones Group:**

Signature: Cassandra Larson  
Name: Cassandra Larson  
Title: Vice President of Growth  
Date: April 10, 2025

**Signed for School District:**

Signature: Bobbi Fisher  
Name: Bobbi Fisher  
Title: Executive Director  
Date: 4/14/25