

Agreeable Educational Services
Contractual Staffing Agreement For the 2026-2027 School Year

Contract Provider:

Agreeable Educational Services, Inc.
2553 W. Winnemac Ave, Apt. 2
Chicago, IL 60625
(630) 414-8868

Contracting Organization:

Bloomington School District 13
164 Euclid Avenue
Bloomington, IL 60108
(630) 671-5035

The above parties have entered into a contractual agreement as of the date of the signatures below. Bloomington School District 13 (hereafter "School District") retains Agreeable Educational Services, Inc., as an independent contractor for the provision of School Psychology Services.

1. School Psychologist will provide the following services:

- a. Conduct comprehensive psychoeducational evaluations.
- b. Make necessary recommendations on psychological reports.
- c. Complete all required district documentation.
- d. Virtually attend domain meetings and eligibility meetings, by videoconference or telephone as arranged by the School District, unless the parties mutually agree in advance to in-person attendance.

2. School District will provide the following:

- a. Testing space, compliant with OSHA standards, allowing for student confidentiality. Such space shall be private, quiet, adequately lit and ventilated, free from interruption and distraction, and suitable for the administration of standardized assessments under the conditions required by the test publisher.
- b. Provide School Psychologist(s) with all relevant district documents, policies, and procedures.

3. Term

- a. The term of this Agreement (the "term") shall commence on August 1, 2026 and shall expire on July 31, 2027, unless earlier terminated in accordance with Section 11.
- b. Any evaluation assigned to and accepted by Agreeable Educational Services prior to the expiration of this Agreement shall continue to be governed by the terms of this Agreement until such evaluation is completed and paid for, notwithstanding the expiration of the term.
- c. The rates set forth in Section 5 are specific to the term of this Agreement. Any renewal or extension of this Agreement, and any rates applicable to such renewal or extension, must be agreed to in writing and signed by both parties.

4. Evaluation Timelines

- a. Referrals shall be assigned to and accepted by Agreeable Educational Services on a case-by-case basis. The School District shall assign each referral by written notice to Agreeable Educational Services, which, notwithstanding Section 12, may be given by email for purposes of this Section. Agreeable Educational Services may decline any referral by written notice (including email) to the School District within three (3) business days of its receipt of the notice of assignment. A referral not declined within that period shall be

deemed accepted. The timeline obligations set forth in subsection (b) apply only to evaluations accepted by Agreeable Educational Services.

- b. The parties acknowledge that the School District is responsible for completing initial evaluations and re-evaluations within sixty (60) school days of the date of written parental consent, as required by 105 ILCS 5/14-8.02 and 23 Ill. Admin. Code 226.110. Agreeable Educational Services shall perform services in a manner designed to support the School District's compliance with that timeline, and shall submit written evaluation reports not later than three (3) school days prior to the scheduled eligibility meeting, provided the School District has satisfied its obligations under this Section.
- c. The School District shall: (i) provide Agreeable Educational Services with the date of written parental consent and a copy of the signed consent within three (3) business days of the School District's receipt of the signed consent; (ii) provide all existing student records, prior evaluations, teacher input, and related documentation reasonably necessary to the evaluation; (iii) schedule testing sessions and secure student availability; (iv) provide appropriate testing space in accordance with Section 2 of this Agreement; and (v) provide Agreeable Educational Services with the date and time of any scheduled domain or eligibility meeting not less than ten (10) school days in advance of such meeting.
- d. Agreeable Educational Services shall not be responsible for, and shall not be deemed in breach of this Agreement by reason of, any failure to meet the sixty (60) school day timeline that results from delays outside its reasonable control, including late referral, late transmission of parental consent, student absence, unavailability of testing space, delayed receipt of student records or School District-completed documentation, late notice of a scheduled meeting, school closures, or parent scheduling. Agreeable Educational Services shall promptly notify the School District in writing upon becoming aware of any circumstance likely to jeopardize timely completion.

5. Compensation: School District agrees to the following compensation amount and procedure:

- a. Services will be billed at:
 - i. \$1500 per case for evaluations including formal and/or informal academic, cognitive, social emotional assessments; attendance of a domain and an eligibility meeting per each case; and completion of district paperwork that is within the scope of a School Psychologist's role in the relevant evaluation.
 - ii. \$250 per instance of any additional work requested that is not included in the above rate, which may include but is not limited to: team meetings; required trainings; domain or eligibility meetings that need to reconvene at a later date; requests that paperwork be completed that is outside the scope of a School Psychologist's role for the relevant evaluation; and domain meetings attended that did not result in an evaluation being assigned to and initiated by Agreeable Educational Services, including where no evaluation is initiated or where the evaluation is assigned to a School District employee, another contractor, or another agency.
- b. Agreeable Educational Services will submit an invoice to the designated district representative. The School District will have three business days after receipt of invoice to notify Agreeable Educational Services of any errors or the invoice is conclusively accepted.
- c. Payment for services rendered will be made within 30 days of receipt of invoice. Payment will not be rendered until all required paperwork and/or reports have been received.
- d. The School District will assume the risk of reimbursement. Agreeable Educational Services will not be liable for state, federal, or local agencies refusal to pay, or third-party refusal to pay.

- e. **Evaluations Not Completed.** An evaluation may cease for reasons outside the control of Agreeable Educational Services, including but not limited to revocation or withdrawal of parental consent; student withdrawal, transfer, or extended absence; cancellation of the evaluation by the School District; reassignment of the evaluation to a School District employee, another contractor, or another agency; and the School District's failure to provide records, scheduling, student availability, or testing space. In the event an evaluation is initiated by Agreeable Educational Services but is not completed for any such reason, the School District shall remain obligated to pay the full per-case rate set forth in subsection (a)(i) of this Section, without proration or reduction, where any of the following has occurred as of the date the evaluation ceased:
 - i. The first administration of any standardized or informal assessment instrument to the student; or
 - ii. The scoring of any behavior rating scale, questionnaire, or similar instrument completed by a parent, teacher, or student.
- f. The parties acknowledge that the per-case rate set forth in subsection (a)(i) of this Section is a flat rate and is not allocated among the component activities of an evaluation. No provision of this Agreement shall be construed to require proration or reduction of that rate based on the number or proportion of component activities completed.
- g. Where an evaluation ceases under the circumstances described in subsection (e) before any of the events listed in (e)(i) and (e)(ii) has occurred, but after Agreeable Educational Services has conducted a review of student records, gathered parent or teacher input, or distributed rating scales or questionnaires, such work shall be billed, per evaluation, as one instance of additional work at the rate set forth in subsection (a)(ii) of this Section.
- h. Payment owed under subsections (e) and (g) is not conditioned upon the submission of an evaluation report, and subsection (c) of this Section shall not be construed to require a report, write-up, or other paperwork as a condition of such payment. The School District may, within thirty (30) days of the date the evaluation ceased, request from Agreeable Educational Services a written summary of the data collected to that point, which Agreeable Educational Services shall provide at no additional charge. Any such summary constitutes a summary of data collected as of the date the evaluation ceased; it does not constitute a comprehensive psychoeducational evaluation, is not intended to support a determination of eligibility for special education services, and shall not be used for that purpose.

6. Staffing

- a. Agreeable Educational Services will provide the following professional to service this agreement: Angelo A. Rivera, License # 903491
- b. School Psychologist will maintain a current and valid Illinois Professional Educator License (PEL) with a School Support Personnel endorsement in School Psychology (formerly designated the ISBE Type 73 certificate), issued by the Illinois State Board of Education, in good standing throughout the term of this Agreement.
- c. In accordance with 105 ILCS 5/22-95, Agreeable Educational Services will provide the School District with evidence of the school psychologist's physical fitness to perform the duties assigned and freedom from communicable diseases and require the school psychologist to complete additional health requirements as required by the School District and be subject to additional health examinations, including tuberculosis screening, as required by the Illinois Department of Public Health.
- d. Agreeable Educational Services shall require the school psychologist to cooperate during the School District's fingerprint-based criminal history records check, as required by the Illinois School Code, 105 ILCS 5/10-21.9, and a sexual misconduct related Employment History Review of the employee consistent with 105 ILCS 5/22-94. The School District may terminate this contract if it is not satisfied with the results of either the criminal background check or the Employment History Review.

7. Insurance

- a. Agreeable Educational Services will maintain professional liability insurance in the amount of \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Agreeable Educational Services shall provide the School District with a Current Certificate of Insurance. Agreeable Educational Services shall provide 30 days written notice to the School District prior to the cancellation of its professional liability coverage.

8. Indemnification

- a. Agreeable Educational Services agrees to indemnify and hold harmless School District, its Board of Education members, agents, officers and employees, from and against any and all costs, losses, liability, damages, demands, actions, or judgments, including attorney fees, which arise or are asserted against or imposed upon or incurred by School District as a consequence of any negligent or wrongful acts or omissions by Agreeable Educational Services or the School Psychologist assigned pursuant to this Agreement, including, without limitation, any costs directly or indirectly arising or resulting from any inaccurate or false information submitted by Agreeable Educational Services to the School District or to any third party. Notwithstanding the foregoing, Agreeable Educational Services shall have no obligation to indemnify or hold harmless the School District to the extent that any such cost, loss, liability, damage, demand, action, judgment, or claim arises from the negligent or wrongful acts or omissions of the School District, its Board of Education members, agents, officers, or employees. Except as otherwise expressly provided in this Agreement, including the limitation of liability set forth in subsection (d) of this Section, nothing in this agreement shall be construed to limit the indemnity or contribution rights that the parties may have under law. Notwithstanding anything to the contrary, the obligations of Agreeable Educational Services with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of Agreeable Educational Services or as to that portion of any claim of loss in which the insurer is obligated to defend or satisfy.
- b. The obligations of this Section include the duty to defend. As conditions to such obligations, the School District shall: (i) provide Agreeable Educational Services with written notice of any claim for which indemnification is sought within thirty (30) days of becoming aware of such claim; ; and (ii) reasonably cooperate in the defense of such claim. Failure to provide timely notice shall relieve Agreeable Educational Services of its obligations under this Section to the extent such failure prejudices the defense. The School District shall not settle any claim for which indemnification is sought without the prior written consent of Agreeable Educational Services, which consent shall not be unreasonably withheld, conditioned, or delayed.
- c. The obligations of this Section shall survive the expiration or termination of this Agreement with respect to claims arising from acts or omissions occurring during the term or during any period in which services are performed pursuant to Section 3(b) or Section 11(c).

9. Independent Contractor

- a. Agreeable Educational Services and the School District expressly agree that the School Psychologist shall provide services hereunder as an independent contractor for all purposes, including federal tax purposes, and shall not be entitled to any of the rights or privileges established for employees of the School District, including but not limited to overtime, vacations and vacation pay, sick leave with pay, paid holidays, life, accident or health insurance, participation in retirement programs provided by the State of Illinois or the School District, or severance pay upon termination of this Agreement. The School District will not withhold from any payments made pursuant to this Agreement, any sums for federal, state, or

local income taxes, unemployment insurance, Social Security, or any other amount that is required by law to be withheld by an employer for an employee.

10. Confidentiality

- a. The School Psychologist shall comply with the Family Educational Rights and Privacy Act and the Illinois School Student Records Act and their respective regulations, regarding student records and the information contained therein. All school student records that are used by the School Psychologist shall be and remain the property of the School District. All test protocols and evaluation reports produced by the School Psychologist in the performance of this Agreement are student records that shall become and remain the property of the School District. The School Psychologist shall forward psychological reports and student records to the School District in a confidential manner.

11. Termination of Contract

- a. Either party may terminate this Agreement for any reason, at any time, by written notice.
- b. Termination of this Agreement shall not affect any amount owed to Agreeable Educational Services under Section 5 for work performed through the effective date of termination, including amounts owed under Section 5(e) and Section 5(g), and the obligations of Section 5 shall survive termination as to such amounts.
- c. With respect to any evaluation accepted by Agreeable Educational Services and in progress as of the effective date of termination, the School District shall elect, by written notice, either to (i) permit Agreeable Educational Services to complete the evaluation, in which case the terms of this Agreement shall continue to govern that evaluation until it is completed and paid for, notwithstanding termination, or (ii) direct that work on the evaluation cease, in which case such cessation shall constitute cancellation of the evaluation by the School District and payment shall be governed by Sections 5(e) and 5(g). Such election shall be made within five (5) business days of the effective date of termination; absent a timely election, the evaluation shall be deemed cancelled by the School District and payment shall be governed by Sections 5(e) and 5(g).

12. Notices

- a. All notices required or permitted under this agreement shall be in writing, and shall be deemed effective if personally delivered, mailed by certified or registered mail, postage prepaid, to the aforementioned addresses in this contract. Either party may make changes to their addresses by providing written notice to the other party in the manner set forth.

13. Severability

- a. If any provision of this agreement shall be held to be invalid or unenforceable, in whole or in part, for any reason, the remaining provisions shall continue to be valid and enforceable, and in full force and effect. This Agreement shall be interpreted in accordance with Illinois law.

14. Entire Agreement

- a. This Agreement contains the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous agreements, oral or written, between the parties with respect to any subject matter hereof, and any amendments, modifications, or waivers whatsoever to the Agreement must be written and signed by both parties.

15. Counterpart Signatures

- a. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

	
_____	_____
District Representative	Date
Bloomington School District 13	
	
_____	09/01/2026
Angelo A. Rivera	Date
Agreeable Educational Services, Inc.	