



SP Professional Services LLC

Contractual Staffing Agreement For the 2025-2026 School Year

Contract Provider:

SP Professional Services LLC
913 Brentwood Dr.
Joliet, IL 60435
(708) 654-4015

Contracting Organization:

Joliet Township High School District 204
300 Caterpillar Drive
Joliet, IL 60436
(815) 727-6970

The above parties have entered into a contractual agreement, effective as of the date of the signatures below. Joliet Township District 204(hereafter "School District") retains SP Professional Services LLC, 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. Write legally defensible psychological reports.
 - c. Complete all required district documentation.
 - d. Attend domain and eligibility meetings.
2. School District will provide the following:
 - a. Testing space, compliant with OSHA standards, allowing for student confidentiality
 - b. Provide School Psychologist(s) with all relevant district documents, policies, and procedures.
3. Compensation: School district agrees to the following compensation amount and procedure:
 - a. Services will be billed at \$ 135 per hour for evaluations, including formal and/or informal academic, cognitive, classroom observations, social, and emotional assessments.
 - B. SP Professional Services will submit an invoice to the designated district representative. The School District will have three business days after receipt of the invoice to notify SP Professional Services of any errors, or the invoice will be conclusively accepted.

- c. Payment for services rendered will be made within 15 days of receipt of invoice. Payment will not be rendered until services are delivered and all required paperwork and/or reports is/are received.
- d. The School District will assume the risk of reimbursement. SP Professional Services LLC will not be liable for state, federal, or local agencies' refusal to pay, or third-party refusal to pay.

4. Staffing

- a. SP Professional Services LLC will provide the following professional to service this agreement: Monica Cuellar. License # 2447598"
- b. School Psychologist will maintain a current Illinois license issued and a current ISBE Type 73 certificate.

5. Insurance

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

6. Indemnification

- a. SP Professional Services LLC 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, judgments or damages, including attorney fees, which arise or are asserted against or imposed upon or incurred by School District as a consequence of any acts of omissions by SP Professional Services LLC or the School Psychologist assigned pursuant to the School District, under this agreement, including, without limitation, any costs directly or indirectly arising or resulting from any inaccurate or false information submitted by District to any third party. 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 SP Professional Services LLC 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 SP Professional Services LLC or as to that portion of any claim of loss in which the insurer is obligated to defend or satisfy.

7. Independent Contractor

- a. SP Professional Services LLC 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.

8. 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.

9. Termination of Contract

- a. Either party may terminate this Agreement for any reason, at any time, by written notice.

10. 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, or 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.

11. 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.

12. 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.

13. 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

Monica Cuellar

8/11/2025

Monica Cuellar
SP Professional Services LLC

Date