



SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made on November 15, 2024 by and between *Center for Special Education Services, LLC*, an Illinois limited liability company ("CSES") and *Rantoul City School District 137*, an Illinois school district ("CLIENT") (CSES and CLIENT are jointly sometimes hereinafter referred to as "Parties" and each, individually, sometimes hereinafter referred to as a "Party") is premised upon the following circumstances:

CSES is in the business of providing school related professional services (the "Services") and is willing to provide some or all of the Services to CLIENT;

CLIENT desires to retain CSES to provide some or all of the Services;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSES and CLIENT, intending to be legally bound, hereby agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on November 15, 2024 ("Effective Date"), to the extent requested by CLIENT and agreed by CSES in writing, CSES shall provide CLIENT with certain of the Services.
- 2. PERFORMANCE OF SERVICES.** The Services to be performed pursuant to this Agreement will be provided by an independent contractor ("Contractor") designated by CSES unless specifically disapproved by CLIENT in writing stating the reasonable cause for such disapproval. The assignment and review of work performed pursuant to this Agreement shall be completed at CLIENT'S premises. The assigned Contractor or Contractors shall work as many hours as shall be agreed between the Parties from time to time. It is understood and agreed that the Contractor has full dominion and control over the means by which services are to be performed on behalf of CSES in connection with this Agreement and that any approval by CLIENT or CSES of reports, methods, or techniques or evaluation of the quality of Services being provided shall not be construed to alter the independent contractor status of the CSES Contractor. It is further understood and agreed that the Contractors may not serve in the capacity of an LEA representative at CLIENT IEP meetings, unless CLIENT executes Appendix B to this Agreement, entitled "Waiver for IEP Meetings."

3. **MATERIALS.** Evaluation materials, such as testing kits and protocols will be provided by CSES. In the event that CLIENT has available evaluation kits, CSES will only provide protocols.

4. **PAYMENT.**

4.1 *Fee Schedule.* Fees for Services rendered will be paid by CLIENT to CSES. Please refer to Appendix A of this Agreement, entitled "Fee Schedule" for current rates. We review and may revise our rates annually. If rates are revised during the term of this Agreement, we will provide CLIENT with an updated Fee Schedule.

4.2 *Invoices.* CSES will bill CLIENT by issuing invoices on a bi-weekly basis for the Services performed incurred over the course of each applicable billing period. In accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., all fees due CSES shall be paid within sixty (60) calendar days from the date of receipt of the invoice.

4.3 *Late Payments.* Any fees remaining unpaid after the expiration of the sixty-day calendar period referred to above shall bear interest after the due date at the rate of one and one-half (1.5%) per month.

4.4 *Payment Obligations.* CLIENT'S obligation to pay CSES fees for Services rendered shall be unconditional and not subject to offset.

4.5 *Checks Payable:* CLIENT should make all checks payable to: "Center for Psychological Services", the parent organization of CSES.

5. **NEW PROJECT APPROVAL.** CSES and CLIENT recognize that CSES's Services will include working on various projects for CLIENT. CSES shall obtain the approval of CLIENT prior to the commencement of any new projects and work on them will be performed only by prior mutual agreement.

6. **TERM/TERMINATION.** This Agreement will commence on the Effective Date first above listed and shall continue in full force and effect for a period of one-year from the Effective Date ("Initial Term"). This Agreement may be renewed by written agreement of the Parties. This Agreement may be terminated by either Party at any time and without cause by giving ten (10) days' prior written notice to the other Party. In the event of termination of this Agreement, CLIENT will pay CSES for all Services rendered to the date of termination. If subsequent Services are requested by CLIENT and Agreed to by CSES, such subsequent Services will be paid for by CLIENT in accordance with Section 4 of this Agreement regardless of any prior termination.

In the event that performance of Services is rendered impracticable as a result of an event outside of the control of either party such as a government mandated extended school closure, the Parties agree that CLIENT will utilize its best efforts to continue to provide the Contractor with billable activities in connection with the Services otherwise to have been rendered. If CLIENT is unable to provide Contractor with sufficient billable activities, CSES may elect to provide CLIENT with

ten (10) days written notice that CSES will remove a CLIENT's Contractor and assign that individual to another client. In this event, CLIENT will pay CSES for all Services rendered to the date of reassignment, and subsequent to the extent Services are rendered. Payment shall be made to CSES in accordance with Section 4 of this Agreement.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that CSES is an independent contractor with respect to CLIENT, and not an employee of CLIENT. CLIENT will not provide fringe benefits, including health insurance benefits, paid vacation, nor any other employee benefit, for the benefit of CSES. As a result of the independent contractor relationship between CLIENT and CSES, CLIENT is bound by I.R.S. statutes to issue 1099 forms for services paid. CSES shall provide CLIENT with its federal tax identification number (F.E.I.N.).

8. EMPLOYEES AND SUBCONTRACTORS. CSES's Contractors shall meet all applicable professional licensing requirements and mandatory job qualification criteria, including those set forth by Executive Order of the Governor (e.g., vaccination/COVID-19 testing mandates) to perform the services. All CSES Contractors are supervised by a licensed professional in their field of endeavor. CSES shall provide CLIENT with professional references and comprehensive background checks, including fingerprints if requested, for all Contractors who perform work pursuant to this Agreement.

9. INSURANCE. CSES acknowledges CSES's obligation to obtain appropriate insurance coverage, including professional liability insurance, for the benefit of CSES (and CSES's employees, independent contractors, and doctoral students, if any). CSES agrees to maintain in full force and effect liability insurance covering the Services with limits of not less than One Million Dollars (\$1,000,000.00). CSES shall list CLIENT as a named insured on a primary basis under the CSES's insurance policy to the extent applicable to the specific Services to be performed. Upon request from CLIENT, CSES will provide CLIENT with a certificate of insurance complying with the foregoing.

10. INDEMNIFICATION. Parties agree to indemnify, defend and hold harmless each other, and each other's officers, principals, employees, and agents, from and against any and all liability, claims, losses, expenses, fees, including, but not limited to, attorneys' fees, and judgments that may arise out of any lawsuit or proceeding by or against either party for any acts, omissions, or breach of covenants under this Agreement, including alleged negligence or professional malpractice, and for the acts or omissions of either party's employees and/or agents, if any.

11. CONFIDENTIALITY. CSES acknowledges and agrees that CLIENT is the owner of its students' records, and all records assigned to CSES are the property of CLIENT. However, during the term of this Agreement, and any renewal thereof, CSES acknowledges and agrees that it is responsible for maintaining, disclosing, storing, and retaining student' records under their control in compliance with applicable federal and state law and the relevant code of conduct of the profession. CSES may remove records of only those students assigned to CSES from the premises of CLIENT for the sole purposes of conducting Services.

During the term of this Agreement, any renewal thereof, and even after the termination or expiration of this Agreement, CSES will uphold and abide by the federal and state confidentiality laws, including the provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the Illinois School Student Records Act ("ISSRA"), and the Illinois Mental Health and Developmental Disabilities Confidentiality Act ("IMHDDCA") as related to rendering Services under this Agreement and the use and disclosure of student records. CSES agrees herein that it has no proprietary interest in any of the confidential information concerning CLIENT's students.

12. RETURN OF RECORDS. Upon the expiration or termination of this Agreement, CSES agrees to provide CLIENT with any records pertaining to CLIENT students, including all records, notes, documentation and other items that were used, created, or controlled by CSES during the term of this Agreement except for the personal notes of the CSES Contractor.

13. NON-CIRCUMVENTION AGREEMENT. Recognizing that CSES has a legitimate business interest in preventing unfair competition from its Contractors, CLIENT agrees and covenants that during the period of this Agreement and for a period of one year following the termination of this Agreement, whether such termination is by expiration or otherwise voluntary or involuntary, CLIENT shall not contract with any of Contractor heretofore assigned to provide Services for CLIENT without the prior written consent of CSES. In the event that CLIENT hires a CSES contractor as an employee or contractor during this exclusionary period of one year, it shall pay a finder's fee of \$10,000.00 to CSES.

14. ASSIGNMENT. Neither this Agreement nor any interest in this Agreement nor any claim arising under or in connection with or relating to this Agreement may be assigned by either Party without the other Party's prior written consent, and any attempted assignment without such consent will be void and may be cause for termination of this Agreement.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, certified with postage prepaid, addressed as follows:

IF for CLIENT:

Rantoul City School District 137
Allison Didier
Assistant Superintendent and Director of Special Education
1 Aviation Center Dr
Rantoul, IL 61866

IF for CSES:

Center for Special Education Services, LLC

Adam Kredow
Chief Executive Officer
400 Skokie Boulevard., Suite 245
Northbrook IL 60062

Such names and addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

CENTER FOR SPECIAL EDUCATION
SERVICES, an Illinois Limited Liability
Corporation

Adam Kredow
Printed Name

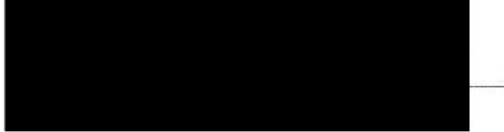


CEO
Title

Date: 12-9-2024

RANTOUL CITY SCHOOL DISTRICT 137,
an Illinois School District

Allison R. Didier
Printed Name



Asst. Superintendent
Title

Date: 12/2/24

APPENDIX A - Fee Schedule and Scope of Services 24/25

Comprehensive Evaluation

Psych, SLP, PT or OT Only	
\$2620/student per evaluation \$2500/student 5-49 pre-paid evaluations \$2380/student 50+ pre-paid evaluations	<ul style="list-style-type: none"> - File review prior to domain meeting - Attendance at domain meeting - Completion of Domain paperwork relevant to clinician's field - Assessment and Rating Scales - Scoring, Interpretation and Report Write Up - 15 minute consult w/ school at clinician's convenience - Eligibility documents relevant to psych - Attendance at eligibility meeting

Individual Services

Psych, SLP, PT or OT Assessment Only	
\$1720/student per evaluation \$1612/student 5-49 pre-paid evaluations \$1505/student 50+ pre-paid evaluations	<ul style="list-style-type: none"> - Assessment and Rating Scales - Scoring, Interpretation and Report Write Up - 15 minute consult w/ school at clinician's convenience
Social Work Assessment Only	
\$1290/student per evaluation \$1245/student 5-49 pre-paid evaluations \$1200/student 50+ pre-paid evaluations	<ul style="list-style-type: none"> - Assessment and Rating Scales - Scoring, Interpretation and Report Write Up - 15 minute consult w/ school at clinician's convenience
Domain Meeting Attendance	
\$325/student	<ul style="list-style-type: none"> - File review prior to domain meeting - Attendance at domain meeting

Eligibility Meeting Attendance	
\$325/student	<ul style="list-style-type: none"> - File review prior to domain meeting - Attendance at eligibility meeting

Bilingual Assessment	
+\$350 to Comprehensive or Individual Evaluation rate	<ul style="list-style-type: none"> - Includes administration of required assessment(s) in second language

Documentation & Data Entry	
\$150/hour	<ul style="list-style-type: none"> - Completion of domain, eligibility and IEP related documents in IEP management software

ECAT Team Evaluation	
\$3494/student per evaluation \$3359/student 5-49 pre-paid evaluations \$3225/student 50+ pre-paid evaluations	<ul style="list-style-type: none"> - Play-based evaluation completed by Psych, OT, SLP team - Interpretation and report write-up - Attendance at eligibility meeting

ADOS Team Evaluation	
\$3494/student per evaluation \$3359/student 5-49 pre-paid evaluations \$3225/student 50+ pre-paid evaluations	<ul style="list-style-type: none"> - ADOS evaluation completed by psychologist and SLP team - Scoring, interpretation, and report write up - 15 minute team discussion

ADOS Group Professional Development/Training	
\$300/attendee, minimum \$7500	<ul style="list-style-type: none"> - 8 Hour Group training led by ADOS certified clinical instructor - Review of skills required to administer ADOS Modules (I forget) - Training materials and protocols for each participant - Certificate of completion for professional development hours

Hourly Consultation Services	
\$150/hour	<ul style="list-style-type: none"> - All meetings, documentation, and consultation not included within the scope of service(s) purchased billed at an hourly rate. Includes consultation on FBA/BIP.

Appendix B – Waiver for IEP Meetings

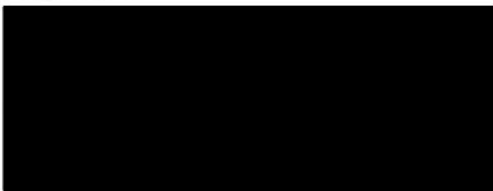
Pursuant to the Individuals with Disabilities Education Improvement Act (“IDEIA”), 20 U.S. Code, Section 1414(d)(1)(B)(iv), and conforming Illinois law, school districts are responsible for ensuring that a representative from the local education agency (“LEA”) is present at all IEP meetings. That section reads in pertinent part:

(B) Individualized education program team. The term “individualized education program team” or “IEP Team” means a group of individuals composed of—
(iv) a representative of the local educational agency who—
(I) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
(II) is knowledgeable about the general education curriculum; and
(III) is knowledgeable about the availability of resources of the local educational agency;

CSES recognizes that there may exist circumstances where CLIENT may request a CSES Contractor to serve in the capacity as an LEA representative.

CLIENT, by signing below, agrees to assume any risk associated with assigning a CSES Contractor to serve as an LEA representative at an IEP meeting and releases CSES from any and all causes of actions, claims and damages, including attorney’s fees, whether known or unknown, that may arise from this circumstance; but this assumption of risk and release shall not extend to any liability pertaining to Contractor’s performance of the services separate from IEP meeting representation.

Signature:



Title:

Asst. Superintendent

Print Name:

Allison R. Didier

Date: 12/2/24

