

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

CLIENT

Geneva Community Unit School District
304
227 N 4th St, Geneva, IL 60134, USA
(the "Client")

CONTRACTOR

EduPsych Solutions LLC
Batavia, IL, USA
(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Educational assessments, including review of student records, academic and cognitive assessment, social emotional and behavioral assessment;
 - Consultation with school staff and parents;
 - Written evaluation reports; and
 - Attendance at IEP meetings.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect from August 18, 2025 until June 5, 2026 ("School Year"), subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to June 5, 2026, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client for the Services at the rate of \$110.00 per hour (the "Compensation").
8. The Client agrees to compensate the Contractor for no less than 45 hours per calendar month and no less than 500 hours per School Year. Any hours worked beyond 800 hours per School Year must be agreed to in writing by both parties.
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

CONFIDENTIALITY

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

INDEPENDENT CONTRACTOR RELATIONSHIP

16. The Contractor is not an employee or agent of the Client and no partnership, joint venture, agency, employment or other relationship has been formed between the parties. The Contractor shall not engage in any other business activity which the Client could reasonably determine to be in conflict with the duties of the Contractor or in conflict of the Client, and shall not make any statement to appear to be acting on the Client's behalf. However this clause should not limit the Contractor from providing similar services to any other school or district, and the Contractor shall be free to engage in all such activities as the Contractor deems appropriate provided that rendering such services to other school does not constitute a breach of the confidentiality provisions contained in this agreement.

LICENSURE

17. The Contractor shall maintain any licenses as required by law and by the School in order to complete work performed under this agreement. The Contractor shall comply with any requests made by the School that are necessary in order to comply with State and Federal laws.

EXPENSES; MATERIALS

18. It will not be within the sole liability of the Contractor to purchase materials (test kits, scoring materials, etc.) required to complete necessary tasks for the duration of the contract. The liability of materials will fall within the Client to provide such materials required to complete the tasks in accordance with this agreement. The Client shall not be liable for any additional expenses incurred or paid by the Contractor unless otherwise agreed to in writing.

NO EXCLUSIVITY

19. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

20. All notices, requests, demands or other communications required or permitted by the terms of

this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Geneva Community Unit School District 304
227 N 4th St, Geneva, IL 60134, USA
- b. EduPsych Solutions LLC
Batavia, IL, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

- 21.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

- 22.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

- 23.** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

- 24.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

- 25.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

27. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

SEVERABILITY

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Geneva Community Unit School District 304
Per: _____ (Seal)
Officer's Name: _____

EduPsych Solutions LLC
Per: _____ (Seal)
Officer's Name: _____