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Community Consolidated School District 15

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Joseph M. Kiszka Educational Service Center  
580 N. 1st Bank Drive  
Palatine, IL 60067-8110

Susan Gehring  
Assistant Superintendent for Student Services

(847) 963-3149 • Fax (847) 963-3145  
www.ccsd15.net

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DATE: September 14, 2016  
TO: Board of Education  
FROM: Susan Gehring  
RE: School Psychologist, Center for Psychological Services



Please review and approve the contract with Center for Psychological Services for the provision of school psychologist services for the 2016-2017 school year. This contract is for 74 days of service, at \$525 per day, to fill a part-time opening and maternity leave. The total of this contract is anticipated to be \$38,850.

# CENTER FOR PSYCHOLOGICAL SERVICES, LLC

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400 Skokie Boulevard • Suite 245 • Northbrook, Illinois 60062 • (847) 446-4617 • Fax: (847) 446-4673

## ***PSYCHOLOGICAL SERVICES AGREEMENT***

THIS PSYCHOLOGICAL SERVICES AGREEMENT (“Agreement”) is made on July 26, 2016, by and between Center for Psychological Services (“CPS”), an Illinois Limited Liability Company, and Palatine Community Consolidated School District 15 (“CCSD”), an Illinois School District. (Collectively, CPS and CCSD 15 may be referred to as the “Parties” and each individually as a “Party”). This Agreement is made with reference to the following facts:

WHEREAS, CPS has a background in school psychology and is willing to provide its services to CCSD 15, based on this background;

WHEREAS, CCSD 15 desires to have services provided by CPS;

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, CPS and CCSD 15, intending to be legally bound, hereby agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on August 17, 2016 CPS shall provide the following services, (collectively, the “Services”):

- Psychoeducational assessment;
- Bilingual assessments;
- Case consultation;
- Direct services to students;
- Attendance at MDC/IEP, manifestation and other conferences; and
- Psychological evaluation of a case study for purposes of determining eligibility for special education services.

**2. PERFORMANCE OF SERVICES.** The services to be performed pursuant to this Agreement will typically be provided by an independent contractor designated by CPS, with the approval of CCSD 15. The assignment and review of work performed pursuant to this Agreement shall be made by the Director of Special Education. CCSD 15 will rely on the assigned independent contractor to work as many hours as may be reasonably necessary to fulfill CPS’s obligations under this Agreement. It is understood and agreed that the contractor has full dominion and control over the means by which services are to be performed under this Agreement and that any approval by CCSD 15 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 CPS contractor.

**3. PAYMENT.** CCSD 15 shall pay a fee to CPS for the Services by the independent contractor, as follows:

**Services in English:**

- \$525.00 for full-day (6.5 hours); and
- \$285.00 for half-day (4 hours).

**Bilingual Services:**

- \$550.00 for full-day
- \$300.00 for half-day.

In accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., all fees due CPS shall be paid within thirty (30) calendar days from the date of receipt of the invoice and with the approval of the CCSD 15 Board. Any fees paid after the thirty-day calendar period shall be deemed as past due and subject to a fifty-dollar (\$50.00) late charge per invoice and interest of one per cent (1%) per month.

**4. NEW PROJECT APPROVAL.** CPS and CCSD 15 recognize that CPS's Services will include working on various projects for CCSD 15. CPS shall obtain the approval of CCSD 15 prior to the commencement of any new projects and work on them will be performed only by prior mutual agreement.

**5. TERM/TERMINATION.** This Agreement will be effective on August 17 2016, and end on May 30, 2017. This Agreement shall terminate at-will by either party with two-weeks' written notice, except that CCSD 15 may, at its sole discretion, require CPS to complete any pending assignment to CCSD 15's satisfaction prior to termination.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that CPS is an independent contractor with respect to CCSD 15, and not an employee of CCSD 15. CCSD 15 will not provide fringe benefits, including health insurance benefits, paid vacation, nor any other employee benefit, for the benefit of CPS. As a result of the independent contractor relationship between CCSD 15 and CPS, CCSD 15 is bound by I.R.S. statutes to issue 1099 forms for services paid. CPS shall provide CCSD 15 with its federal tax identification number (T.I.N.).

**7. EMPLOYEES AND SUBCONTRACTORS.** CPS's professional staff shall meet all applicable professional licensing requirements. Professional staff and employees who perform services for CCSD 15 under this Agreement shall also be bound by the provisions of this Agreement. CPS shall provide CCSD 15 with professional references and comprehensive background checks, including fingerprints, for all professional staff, employees and subcontractors who perform work pursuant to this Agreement. CCSD 15 reserves the right to approve or disapprove the use of any, and all, CPS professional staff, employees and subcontractors in the performance of this Agreement.

**8. INSURANCE.** CPS acknowledges CPS's obligation to obtain appropriate insurance coverage, including professional liability insurance, for the benefit of CPS (and CPS's employees, independent contractors, and doctoral students, if any). CPS agrees to maintain in full force and effect liability insurance covering the operation with limits of not less than One Million Dollars (\$1,000,000.00). CPS shall list CCSD 15 as a named insured under the CPS's insurance policy. Upon request from District 100, CPS will provide CCSD 15 with a certificate of insurance complying with the foregoing. CCSD 15 shall have the right to review and approve all policies of insurance. CPS waives any rights to recovery from CCSD 15 for any injuries that CPS (and/or CPS's employees, independent contractors, and doctoral students) may sustain while performing services under this Agreement and that are a result of the negligence of CPS or CPS's employees or independent contractors. On each anniversary of the effective date of this Agreement, CPS shall provide CCSD 15 with evidence of current insurance.

**9. INDEMNIFICATION.** CPS agrees to indemnify and hold CCSD 15 harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CCSD 15 that result from the acts or omissions of CPS, CPS's employees, independent contractors, and doctoral students, if any, and CPS's agents.

**10. CONFIDENTIALITY.** CPS recognizes that CCSD 15 has and will have the following information:

- Results of psychoeducational testing;
- The identity of students receiving services;
- Information deemed confidential by CCSD 15 and other proprietary information (collectively, "Information"), which are valuable, special and unique assets of CCSD 15. CPS agrees that CPS will not at any time or in any manner, either directly or indirectly, use any Information for CPS's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CCSD 15. CPS will comply with the Federal Family Educational Rights and Privacy Act and the Illinois School Student Records Act. CPS will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**11. RETURN OF RECORDS.** Upon termination of this Agreement, CPS shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in CPS's possession or under CPS's control and that are District 100's property or relate to CCSD 15's business.

**12. NON-COMPETE AGREEMENT.** Recognizing that CPS has a legitimate business interest in preventing unfair competition from its sub-contractors, CCSD 15 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 voluntary or involuntary, CCSD 15 shall not contract with any of the CPS sub-contractors to provided services for CCSD 15 without the prior written consent of CPS. In the event that CCSD 15 hires a CPS 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 CPS.

**13. 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, postage prepaid, addressed as follows:

IF for CCSD 15:

Susan Gehring  
Assistant Superintendent of Student Services  
*Palatine Community Consolidated School District #15*  
580 North 1<sup>st</sup> Bank Drive  
Palatine, IL 60067-8110

IF for CPS:

*Center for Psychological Services, LLC*  
Paul C. Kredow, Psy.D.  
Director  
400 Skokie Boulevard., Suite 245  
Northbrook IL 60062

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

**14. 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.

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

**16. 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.

**17. 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.

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

**19. PREVIOUS CONTRACTS.** This contract supersedes all previous contracts between CCSD 15 and CPS.

**20. Services provided:**

August 15, 2016-October 23, 2016; 1 day per week

October 24, 2016-January 30, 2017; up to 4 days/week

February, 1 2017-May 30, 2017; 1 day per week

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

CENTER FOR PSYCHOLOGICAL  
SERVICES, an Illinois Limited Liability  
Corporation

PALATINE CCSD 15, an Illinois School  
District

Paul C. Kredow, Psy.D.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name  
(Signature on File)

Paul C. Kredow, Psy.D.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_July26, 2016

Date

\_\_\_\_\_  
Date