

Independent Contractor Agreement for CPSE Evaluations

This Agreement is made effective as of July 15, 2024, by and between Jessica Anderson, MA/CAS, a Certified School Psychologist with NY State Certificate #: 1391228, residing at 180 Jones Road, Gouverneur, NY 13642 (hereinafter referred to as the "Psychologist"), and the Ogdensburg City School District, located at 1100 State Street, Ogdensburg, NY 13669 (hereinafter referred to as the "District").

1. Scope of Work

The Psychologist agrees to provide per diem services to the District to complete components of Committee on Preschool Special Education (CPSE) evaluations. The agreed-upon evaluation components include:

- Psychological testing
- Social history
- Observation at the testing location
- Rating scales administration

Upon completion of the evaluations, the Psychologist will provide a comprehensive evaluation report to the District. Pre-meeting parental contact will be made to discuss the evaluation results, and the results and recommendations will be presented at the CPSE meeting by the Psychologist.

2. Location and Schedule

All evaluation sessions will take place at the Ogdensburg City School District location and will not include home-based evaluations. The evaluation sessions will occur after 3:00 PM on pre-scheduled weekdays.

3. Assessment Instruments and Test Protocols

The District shall be responsible for purchasing all necessary assessment instruments and test protocols required for the evaluations.

4. Speech and Other Related Services

Speech or other related service evaluations, if required, shall be treated as separate agreements and will not be included in this contract.

5. Compensation and Payment Terms

The Psychologist's compensation for each CPSE evaluation completed as described above shall be \$800 per evaluation. Payments shall be made within 30 days of invoice submission.

6. Billing and Reimbursement

The District is eligible for reimbursement by St. Lawrence County for specific portions of the evaluation. To facilitate this process, the Psychologist agrees to submit two separate bills to the District. One bill shall be in the amount consistent with county reimbursement rates. The other bill shall be the residual amount, representing the additional stipend payable to the Psychologist.

7. Certification

Jessica Anderson holds a valid New York State Certificate with the certification number 1391228 as a Certified School Psychologist.

8. Term and Termination

This Agreement shall commence on the Effective Date and shall continue until July 1, 2025. Either party may terminate this Agreement with 30 days written notice.

9. Independent Contractor Status

The Psychologist is an independent contractor and not an employee of the District. The Psychologist shall be solely responsible for any taxes, insurance, or other obligations related to their independent contractor status.

10. Liability, Indemnification, and Insurance

The District agrees to indemnify, defend, and hold harmless the Psychologist from any and all claims, liabilities, damages, or expenses arising out of or related to the services provided under this Agreement, except for those arising from the Psychologist's gross negligence or willful misconduct. Both parties agree to maintain professional liability insurance during the term of this Agreement. The Psychologist shall provide proof of insurance upon request by the District.

11. Exclusion of Due Process Responsibility

This Agreement does not include any due process responsibilities or obligations on the part of the Psychologist. The Psychologist shall not be responsible for any due process proceedings, legal actions, or disputes that may arise from the CPSE evaluations. Any such responsibilities or liabilities shall be the sole responsibility of the District.

12. Confidentiality

The Psychologist shall maintain the confidentiality of all student and evaluation-related information obtained during the course of providing services under this Agreement.

13. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

15. Entire Agreement and Amendments

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements, whether oral or written. Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Jessica Anderson MA/CAS

Certified School Psychologist

NY State Certificate #: 1391228

Ogdensburg City School District:

[Signature] 

[Name] Kevin L. Kendall

[Title] Superintendent of Schools

[Date] 7/15/24