

## SCHOOL STAFFING AGREEMENT

This agreement is made and entered into by and between Academic Based Communication Therapy ("CONTRACTOR") and Gregory-Portland Independent School District ("SCHOOL").

### WITNESSETH:

WHEREAS, SCHOOL desires to contract with CONTRACTOR to provide speech therapy services; and,

WHEREAS, CONTRACTOR desires to render speech therapy services for SCHOOL, to students appropriately referred by SCHOOL and approved for services by CONTRACTOR.

NOW, THEREFORE, in consideration of mutual promises made, the parties agree as follows:

Services provided by CONTRACTOR. CONTRACTOR shall provide speech therapy services to be performed by licensed, registered and/or certified speech therapy personnel. Services provided include:

- Schedule Annual Review and Dismissal meetings within TEA timelines
- Complete Speech Evaluations and hold ARD meetings within TEA timelines
- Develop IEP's (Individual Education Plans) by including measurable goals and objectives for students eligible for speech services
- Provide supervisory services for Assistant-SLP as mandated by TEA and ASHA (American Speech and Hearing Association)

1. Duties of SCHOOL.

- A) SCHOOL shall provide an appropriately furnished area adequate for the performance of services and shall make available all reasonable requested supplies;
- B) SCHOOL Special Education Department shall provide orientation to schedule all rules, regulations, and procedures for CONTRACTOR;
- C) SCHOOL shall act as referral service for students requiring evaluation for treatment.

2. Compliance with Policies. CONTRACTOR shall comply with all rules and regulations of SCHOOL relating to the provision of services to SCHOOL students. This includes written evaluations, progress reports, and other required documentation.

3. Independent Contractor. It is expressly understood and agreed that in the performance of work duties and obligations to be performed by CONTRACTOR under terms of the Agreement, CONTRACTOR shall at all times be an independent contractor and function in accordance to rules and regulations established by CONTRACTOR in compliance with SCHOOL policies.

4. Billing and Collection. CONTRACTOR shall bill SCHOOL on a monthly basis, such amounts due to be payable to CONTRACTOR on or before the 15<sup>th</sup> of each month.

5. Compensation. To compensate CONTRACTOR for services provided, SCHOOL agrees to pay the following rates:
  - A) Hourly rate of \$75.00 (SLP Services plus travel) \$60.00 (Assistant-SLP Services plus travel) includes activities as outlined in this Agreement.
  - B) SCHOOL agrees to pay CONTRACTOR for additional services provided by CONTRACTOR to fulfill the school terms responsibilities.
6. Term. This agreement shall remain in effect for the 2023-2024 school year.
7. Termination. This Agreement may be terminated under two circumstances. They are as follows:
  - A) To cancel the Agreement at any time, a written, mutual consent of both parties is to occur or
  - B) To cancel the Agreement for the upcoming school year, a written notice on or before June 5<sup>th</sup> of the just concluded school year shall be provided by either party with or without cause.

In either event, SCHOOL shall pay CONTRACTOR all monies due and owing as provided in this Agreement on a pro rate basis for services rendered through the date of termination.
8. Assignment. This Agreement may not be assigned by either party without the express written consent of the other.
9. Confidentiality. CONTRACTOR shall ensure that CONTRACTOR maintains the confidentiality of all information for student referral, evaluation, and treatment by SCHOOL, including information about the identity, diagnosis, evaluation, or treatment of such students ("student information").
10. Modifications of Agreement. This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed by each party hereto.
11. Governing Law. This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of Texas.
12. Indemnification. Except as otherwise, expressly provided, CONTRACTOR and SCHOOL shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of the indemnifying party, its agents or employees in the performance of its obligations under this Agreement.
13. Notices. The notices required by the Agreement shall be effective when mailed, postage prepaid, certified within receipt requested to the addresses shown below

14. If to CONTRACTOR: Academic Based Communication Therapy

Ana Canales

3659 Angelita Dr.

Odem, TX 78370

If to SCHOOL: Gregory-Portland ISD

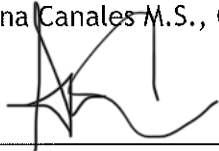
1200 Broadway Blvd.

Portland, TX 78374

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

ABC Therapy, PLLC

Ana Canales M.S., CCC-SLP

By:  \_\_\_\_\_

Title: Speech-Language Pathologist

Date: 8/8/23

Gregory-Portland Independent School District

Dr. Michelle Cavazos

By:  \_\_\_\_\_

Title: Superintendent

Date: 8/8/2023