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STATE OF TEXAS §
§
COUNTY OF SAN PATRICIO §

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR
GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

This Agreement is entered into effective as of August 1, 2025 between Gregory- Portland Independent School District, an independent school district and political subdivision of the State of Texas, 1200 Broadway Avenue, Portland, Texas 78374 (hereinafter referred to as District) and Monica Johnson of SPARK, LLC 140 Marie Place Portland, TX 78374 (hereinafter referred to as Independent Contractor).

1. ***Engagement** of **Independent Contractor.*** District agrees to engage Independent Contractor on a non-exclusive basis to perform educational assessment services (hereinafter referred to as Services or services). Independent Contractor agrees to perform the services under the terms and conditions set forth in this Agreement on a non-exclusive basis as needed by the District.

2. ***Duties of Independent Contractor.*** Independent Contractor represents and warrants that it is fully qualified, certified, and licensed to perform any and all services generally performed by Independent Contractor in Independent Contractor's usual line of business, including but not limited to: provide guidance and consultation to the brand-new School Psychologists joining G-PISD, so there is a continuity of services and the ability to ask relevant questions about practices in G-PISD; Independent Educational Evaluations (IEE), systems and program consultation, IEP alignment consultation; emergency response for urgent student needs after hours and on weekends, Universal Design for Learning (UDL) classroom supports, and Private Nonprofit (PNP) consultations with private school entities (required by IDEA).

3. ***Duties** of **District.*** District shall provide Independent Contractor with an area adequate for the performance of Services. District shall provide Independent Contractor with information regarding District practices, rules, regulations and procedures with regard to the Services to be performed by Independent Contractor.

4. ***Term.*** Engagement of Independent Contractor will commence on August 1, 2025, and the Agreement will remain in full force for a term ending July 31, 2026. District shall reserve the right to renew this contract for two additional 12 month renewal periods (August 1, 2026 - July 31, 2028). District may terminate this Agreement, with or without cause, upon three (3) days written notification to Independent Contractor. In the event of such early termination, District will make payment only for services already provided by Independent Contractor to the date of termination.

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5. ***Compensation.*** As compensation for services performed under this Agreement, District must pay Independent Contractor in accordance with the Rate Schedule attached as Attachment "A".

Invoices shall be submitted by Independent Contractor on the first business day of each month for Services performed the previous month. Invoices shall have detail sufficient for the District's analysis of the invoice entries. All payments shall be made in accordance with the Texas Prompt Payment Act.

6. ***Relationship of the Parties.*** The parties intend that Independent Contractor, in performing the specified services, will act as an Independent Contractor and must have control of the work and the manner in which it is performed. Independent Contractor will be free to contract for similar services to be performed for other employers while Independent Contractor is under contract with District. Independent Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Independent Contractor agree that Independent Contractor, Independent Contractor's subcontractors, agents and employees are not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies.

7. ***Liability.*** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor employees, and third persons, on District property. All work must be performed entirely at Independent Contractor's risk.

8. ***Confidentiality.*** To the extent that personally identifiable information or student records are accessed by Independent Contractor pursuant to the scope of this Agreement, Independent Contractor agrees to keep that information confidential. Independent Contractor agrees to refrain from copying, disseminating, or discussing the information or in any way compromising the confidentiality of such personally identifiable student information.

9. ***Reasonable Access and Confidentiality.*** The District expressly authorizes Independent Contractor, and any of its representatives, to the extent provided by law and upon reasonable notice and by appointment to enter upon District premises at any time during normal business hours for the Services subject to this Agreement. Independent Contractor understands and agrees that whenever any of its officers, employees, agents, or representatives is upon District premises, he or she may be escorted by and under the surveillance of the District employees. Independent Contractor shall sign the attached Confidential Student Information Agreement and each employee, agent, representative, and/or contractor of the Contractor shall sign the Access Agreement, both of which are fully incorporated herein for all purposes and attached hereto as Attachment "B".

10. ***Non-Solicitation.*** Independent and District agree that the employees of Independent Contractor and District may possess abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore,

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Independent Contractor and District each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other agreement between them, and for one year following termination of all such agreements, without the express written consent of the other party. The non-solicitation provision shall survive the termination of the contract.

11. ***District Policies.*** Independent Contractor agrees to comply with all District rules, regulations, and policies while on District property, attending District related or District sponsored events, and while performing Services under this Agreement. This includes, but is not limited to, written evaluations, progress reports, and other required documentation.

12. ***Criminal Background Check.*** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Independent Contractors must certify to the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Independent Contractor agrees to submit to a national criminal history review on each person Independent Contractor directs to perform the Services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Independent Contractor agrees to wear a name tag at all times when present on any property owned by the District.

13. ***Insurance.*** Insurance coverage described below shall be furnished by the Independent Contractor with the following limits at a minimum:

a. Workers' Compensation and Employers' Liability:
   - i. Workers' Compensation - Statutory
   - ii. Employer's Liability
     1. Bodily Injury by Accident
        - a. Each Accident $100,000
     2. Bodily Injury by Disease
        - a. Each Disease $100,000

b. Commercial General Liability
   - i. General Aggregate $100,000
   - ii. Prod/Comp-Op Aggregate $100,000
   - iii. Pars/Advert Injury $50,000
   - iv. Each Occurrence $50,000
   - v. Fire Damage $5,000
   - vi. Medical Expense $500

   Coverage shall include: Premises-Operations; Independent Contractors; Products - Completed Operations; Contractual Liability; and Broad Form Property Damage

c. Comprehensive Automobile Liability
   - i. Owned, Non-Owned, and Hired: Combined Single Limit $300,000

d. Professional Liability: $1,000,000 per claim and $2,000,000 in the aggregate

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14. INDEMNITY. DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT.

15. ***Documents.*** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

16. ***No Waiver of Immunity.*** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

17. ***No Third Party Beneficiaries.*** There are no third-party beneficiaries of this Agreement.

18. ***Terms To Be Exclusive.*** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

19. ***Waiver or Modification Ineffective Unless in Writing.*** A waiver, alteration or modification of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

20. ***Notice.*** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. ***Governing Law.*** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in the courts of San Patricio County. San Patricio County is the County of Performance.

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22. ***Assignment.*** This Agreement may not be assigned by either party without the prior written consent of the other party.

The parties have made and executed this Agreement on the dates stated below.

For: Monica Johnson DBA SPARK, LLC
Signature: Signed by: 780870B7E2DB4CC... Date: 8/14/2025 | 3:14 PM CDT
Printed Name: Monica Johnson
Title: Owner
Authorized Representative

For: Gregory-Portland Independent School District
Signature: DocuSigned by: Denise Blanchard B7C85FE702CD446... Date: 8/14/2025 | 3:46 PM CDT
Printed Name: Denise Blanchard
Title: Director of Special Education

For: Gregory-Portland Independent School District
Signature: DocuSigned by: Ismael Gonzalez 8A04DC3F0FC148C... Date: 8/14/2025 | 3:51 PM CDT
Printed Name: Ismael Gonzalez III
Title: Assistant Superintendent for Business-Finance & Operations

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Attachment "A"
Rate Schedule

Address: 140 Marie Place, Portland, Texas 78374
Phone: 361-360-1988
Email: txsp2023@gmail.com

PROFESSIONAL SCHOOL PSYCHOLOGICAL SERVICES FEE SCHEDULE

Type of Service	Details	Rate	Includes, but not limited to:
Psychological Evaluations (Contractor only performs the emotional/behavioral portion of evaluation)	Referral Concern: *Autism (AU)*	$1400	• Review of student records • Comprehensive testing materials and scoring. • Written reports with detailed recommendations. • Feedback meeting with parents to review results
	Referral Concern: *Emotional Disability (ED)*	$1400	
	Referral Concern: *Other Health Impairment (OHI)*	$1400	
	Referral Concern: *Counseling Needs*	$1400	
	Referral Concern: *Any combination of AU/ED/OHI/Counseling*	2 = $2100 3 = $2800 4 = $3500	
Re-Evaluations (Contractor only performs the emotional/behavioral portion of evaluation)	Review of Existing Evaluation Data: To determine continued eligibility and/or whether additional assessment is needed	$500	• Review of student records • Direct student observation (and interview if applicable) with parental consent • Review of current Parent/Teacher input • Data analysis • Report writing
	Three Year, Additional Disability Consideration, or Potential Dismissal	$1400 *If REED completed by SPARK, LLC: $900	• Review of student records • Direct student assessment and/or observations • Parent/Teacher interviews, if applicable • Data scoring/analysis • Report writing
Functional Behavior Assessments (FBA) and Behavior Intervention Plan (BIP), when applicable	FBA: Involves collecting data to develop an understanding of why the behavior occurs and how it serves the student. BIP: Detailed plan that outlines strategies and interventions to address challenging behaviors identified in the FBA.	Stand Alone FBA: $1600 FBA combined with psychological evaluation: $800 + evaluation fee(s) $800 for BIP	• Direct observation of the student in various settings. • Interviews with teachers, parents, and other relevant staff • Review of student records and data • Identification of antecedents, behaviors, and consequences (ABC analysis). • Development of a hypothesis about the behavior's function. • Recommendations for interventions and supports based on findings • If BIP was created, provided training for campus staff to implement the plan effectively.

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SPARK, LLC
Educational Contracting & Consulting

PROFESSIONAL SCHOOL PSYCHOLOGICAL SERVICES FEE SCHEDULE Cont.

Type of Service	Details	Rate	Includes, but not limited to:
Independent Educational Evaluations (IEEs).	Comprehensive, unbiased evaluation conducted by an independent contractor at the request of parents/guardians	$2800	• A review of the student's records. • Administration of standardized tests and other assessment tools as needed. • Interviews with the student, parents, and relevant school personnel. • Observations in school and, if applicable, home or community settings. • A detailed written report with findings and recommendations for educational programming and services.
Consultation Services (Billed in 1 hour increments)	Staffings on Initial Evaluations	$125 per hour	• Review of evaluation data and key highlights for campus team members. • Recommendations for IEP planning
	IEP Alignment Meetings (Can include teachers, parents and administrators)	$125 per hour	• Review of existing IEP goals and objectives. • Collaboration with team members. • Recommendations for • modifications or additional supports
	Teacher Consultation on classroom strategies and implementation support	$125 per hour	• Observation of classroom practices (if applicable). • Development of tailored evidence-based strategies. • Follow-up support for implementation.
	ARD Meeting Attendance	$100 per hour	• Active participation in the meeting. (e.g. Answering questions about evaluations or recommendations.)
	Manifestation Determination Reviews (MDR)	$140 per hour	• Review of evaluation and disciplinary records. • Preparation of relevant data for discussion. • Brief interviews with parties involved, if applicable • Participation in MDR meetings and providing recommendations ***FBA can be added if agreed upon in MDR*

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SPARK, LLC
Educational Contracting & Consulting

PROFESSIONAL SCHOOL PSYCHOLOGICAL SERVICES FEE SCHEDULE Cont.

Type of Service	Details	Rate	Includes, but not limited to:
Systems and Programs Consultation (Billed in 1 hour increments)	To Be Determined by District • SPED Behavior Supports • MTSS Behavior Supports • SPED Case Management • IEP Paperwork • Goals & Objectives • UDL Classrooms	$125 per hour	• Review current systems. • Creation of templates to standardize reporting and record-keeping. • Training for school staff on implementation responsibilities.
Counseling as a Related Service (Psychological Services)	Direct Services	$140 per hour	• Individual or group sessions (Depending on setting in IEP) virtually or in-person. • Documentation of progress related to IEP goals • Brief Consultation with teacher each quarter
	Indirect Services	$100 per hour	• Collaborative problem-solving and strategy development. • Limited student interaction for training purposes, if necessary.
Professional Development Training (Billed in 1 hour increments)	To Be Determined by District • SPED Behavior Supports • MTSS Behavior Supports • SPED Case Management • IEP Paperwork • Goals & Objectives • UDL Classrooms	$150 per hour	• Tailored training materials. • Delivery of evidence-based practices in early childhood education (Virtually or in-person) • Follow-up consultation as needed.
Community Education Training	Professional development and training sessions for preschool and childcare centers, early childhood special education staff, and other community education professionals.	$150 per hour (2 hour minimum)	• Tailored training materials. • Delivery of evidence-based practices in early childhood education (Virtually or in-person) • Follow-up consultation as needed

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Notes to consider:

- Per Diem Travel Reimbursement: SPARK, LLC shall not bill for Per Diem Travel Reimbursement (e.g., lodging, meals, incidentals) while traveling within the immediate Coastal Bend Area specific to a 60-mile radius of Portland, Texas. If traveling outside of the immediate Coastal Bend Area, travel expenses will apply. Please inquire for more details.
- For evaluations addressing multiple referral concerns, the rates reflect the additional time and complexity involved.
- Time spent preparing for meetings (e.g., reviewing data or drafting summaries) will be included in the total billed hours
- A minimum of 1 hour will be billed for consultation services.
- Rates may vary and can be negotiated based on specific district requirements, the complexity of the referral, and the time allocated for testing, analysis, and reporting.
- All assessment services include parent feedback meetings.

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Attachment "B"
Confidential Student Information Agreement

On behalf of Monica Johnson doing business as SPARK, LLC ("Independent Contractor"), I am requesting access to individual student information to further Services for Gregory-Portland Independent School District's ("the District"), pursuant to the Agreement for Independent Contractor Services for Gregory-Portland Independent School District ("Agreement"). For purposes of the Services to be performed for the District, the Independent Contractor is a "school official" as the term is used in FL (Local). Therefore, the Independent Contractor has a legitimate educational interest in the student information provided for the use in the Services defined. As such, the Independent Contractor's access to individual student information is permitted under the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing federal regulations found in 34 CFR Part 99.

The Independent Contractor agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting confidentiality of student information. All media that contain individual student records that contain individual student records will be kept in a secure area. Each Independent Contractor representative (employees and/or contractors) that will access the individual student records must agree to protect student confidentiality by signing the attached "Access Agreement."

In addition, the Independent Contractor agrees that any data sets or output reports that its representatives may generate with individual student data are confidential. The Independent Contractor will not disclose to any unauthorized person any data sets or reports with individual student data which is obtained or devised. The Independent Contractor agrees to be responsible for any access by tracking access to student identifiable information through the use of password(s). The Independent Contractor agrees to return all student identifiable data to the District when the information is no longer needed for purposes of the Services for which the Independent Contractor has contracted to perform for the District.

The Independent Contractor understands that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. FERPA is specifically incorporated into the Texas Public Info1mation Act as an exception to records which are subject to disclosures to the public (Texas Government Code, Chapter 552).

Independent Contractor: Monica Johnson DBA SPARK, LLC

Signed By: Signed by: 780870B7E2DB4CC...
Title: Owner
Printed Name: Monica Johnson
Date: 8/14/2025 | 3:14 PM CDT

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ACCESS AGREEMENT

Under the terms of the Confidential Student Information Agreement between Monica Johnson doing business as SPARK, LL ("the Independent Contractor") and Gregory- Portland Independent School District ("the District"), I am requesting access to confidential student information.

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found at 34 CFR, Part 99. I understand that any personal characteristics of a student that could make the student's identity traceable are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I will not disclose any data analysis or report to any party without the consent of the District. I understand that I am responsible for any telephone or computer transactions performed as a result of access authorized by use of sign-on/password(s).

I also understand that failure to observe these restrictions is prohibited by Texas Government Code §552.352.

Independent Contractor: Monica Johnson DBA SPARK, LLC

Signed By: Signed by: 780870B7E2DB4CC...
Title: Owner
Printed Name: Monica Johnson
Date: 8/14/2025 | 3:14 PM CDT