

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## **SCHOOL CONTRACT FOR SPEECH THERAPY & SKILLED BILINGUAL EVALUATION SERVICES**

This Agreement is entered into as of the **10th of September to the 23rd of May, 2024-2025**, by and between **Monarch Speech and Language Institute, LLC** and **Broken Arrow Public Schools**.

WHEREAS School has students requiring as needed speech therapy services as part of its overall special education programs; and

WHEREAS Provider desires to contract with the School to offer such services to the School

NOW, THEREFORE, in consideration of the above premises, which are hereby incorporated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Term and Termination.** This agreement is in effect for the regular and extended **2024-2025 school year and may be terminated by either party, without cause with 30 day notice.**

**2. Obligations of Provider.** Professional services rendered by the Provider MAY include the following as deemed needed at the time of contact:

A. Develop and implement Individual Education Programs for students who qualify for speech therapy services, according to the Department of Elementary and Secondary Education, which may include direct individual or group therapy, consulting, and/or monitoring of progress, case-load overflow, evaluations.

B. Confer with appropriate personnel about student services/needs. Including but not limited to: conferring with speech-language pathologists employed/contracted by School to support the selection of appropriate evaluation tools that are culturally and linguistically sensitive and comprehensive in both Spanish and English.

C. The provider, a Speech-Language Pathologist certified by the American Speech and Hearing Association (ASHA), certified by the Oklahoma State Department of Education (OSDE) and licensed by the Oklahoma Board of Examiner for Speech Language Pathology (OBESPA) will do the above and following mentioned in accordance with applicable state and federal requirements. The selection of specific students, as well as, services to be

rendered by Provider will be at the discretion of the School.

D. Make recommendations regarding service delivery and the student's needs to the IEP team for team consensus.

E. Provider will attend meetings, such as IEP meetings and conferences, given adequate notice, as they are able and of which we are notified that our attendance is required.

F. Prepare and maintain appropriate professional records and reports for all students under provider's care, which may include developing IEPs, MEEGS, REDs, progress reports, notes and data on students, and Medicaid billing requirements, etc.

G. Provide consultation to classroom staff regarding needs and programs of the students.

H. Maintenance of a caseload of **no more than 35 students under active therapy services.**

I. Skilled speech therapy work that constitutes **no more than 32 hours per week, adhering to 2024-2025 instructional school calendar days only.**

J. Provide services on the school calendar days, excluding short-term personal, illness, or emergency.

K. The professional services provided shall be afforded the greatest degree of professional attention and confidentially by the provider of **Monarch Speech and Language Institute, LLC.**

### **3. Obligations of School.**

A. School will provide an adequate space/room for both individual group therapy sessions, and evaluations.

B. School will provide required assessment, screening, and therapy materials. The School will provide district forms, materials and a computer and additional technology required for provision of services within the district.

**C. School shall pay the pricing as listed in Section 4 below.**

**D. School is to provide prompt request of need for on-demand therapy services. The school recognizes that the therapist may accept or reject the placement within 24 business hours.**

**4.Pricing.**

**A. School shall pay Provider \$90.00 per hour for indirect and direct services provided on-site, billed in 15-minutes increments, for professional services listed above provided by a Speech Therapist.**

**B. School shall pay Provider current federal mileage rate for travel between facilities, as applicable.**

**5. Billing.** Provider shall prepare and submit to the school the monthly statements of services performed identifying dates of performance, services provided and the number of hours of service provided, rounded to the nearest quarter of an hour. **Providers shall bill the School monthly for services provided during the previous month. School shall pay such invoice within 30 days of receiving the invoice.**

**6. Insurance.** Provider shall ensure all providers maintain professional liability insurance and, dependent on employee status, is responsible for any Social Security and Income Tax withholdings. Proof of liability insurance with a minimum 1,000,000/3,000,000 aggregate will be provided to the district. School is not responsible for workers compensation insurance or teacher's retirement system.

**7. Regulatory Compliance.** Provider will comply with all Federal, State and Local regulations concerning IDEA and maintenance of confidentiality. Provider will submit a W-9 form to be kept on file at the school district office.

**8. Modification and Waiver.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless contained in writing specifically referring to this Agreement and signed by the parties hereto. The failure by a party at any time to enforce any of the provisions of this Agreement, or to require performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the

---

right of such party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

**9. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all other written or oral communications, agreements, or contracts between the parties with respect to such subject matter.

**10. Construction.** Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof.

**11. Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Oklahoma without reference to conflicts of law principles.

**12. Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**[Signature page follows]**



IN WITNESS HEREOF, BROKEN ARROW PUBLIC SCHOOLS ACCEPTS THE TERMS SET FORTH IN THIS AGREEMENT DATED, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024, AND EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT.

BY: \_\_\_\_\_, School District Representative

DATE: \_\_\_\_\_

BY: Gloria Pineda-Luis, Provider Representative

DATE: 08/26/24