

# **C.O.O.R. ISD Board of Education Meeting**

Wednesday, June 24, 2026 6:00 PM

C.O.O.R. ISD Central Office, 11051 N Cut Road, Roscommon, MI 48653

1. **Call to order & Roll Call**

- **Attendance**

- **Time:** \_\_\_\_\_

2. **Opening Ceremonies**

- **Pledge of Allegiance**

- **Mission Statement: *To deliver expert services, impactful programs, and responsive leadership to our schools and communities***

2



## **MISSION STATEMENT**

The Mission of C.O.O.R. ISD is to deliver expert services, impactful programs, and responsive leadership to our schools and communities.

3. Adopt the Agenda

4. Public Participation

- Any person attending the meeting may raise his/her hand during this session of the meeting. Individuals may speak for a maximum of 5 minutes. Groups may speak for a maximum of 15 minutes.

5. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

A. Approve minutes of previous meeting on June 10, 2026

4

## June Meeting Minutes

A regular meeting of the Board of Education (the “Board”) was held at 11051 N Cut Rd, Roscommon, MI, on Wednesday, Jun 10, 2026. President Mangutz called the meeting to order at 6:00 P.M.

Attendance Taken at 6:00 PM. **Present:** Alyssa Faulkner, Ian Faulkner, Jim Gendernalik, James Mangutz DDS, Nancy Persing, Anthony Bair, Kara Mularz. **Absent:** None.

1. Call to order & Roll Call  
Time: 6:01pm

2. Opening Ceremonies  
- Pledge of Allegiance  
- Mission Statement, read by President Mangutz: *To deliver expert services, impactful programs, and responsive leadership to our schools and communities*

3. Adopt the Agenda

*Adopt the agenda as presented.* This motion, made by Jim Gendernalik and seconded by Ian Faulkner, Carried: Yes: 7, No: 0

4. Resolution: recognition of retirement- Michele Cochrane

*"BE IT RESOLVED" . . . the COOR Intermediate School District Board of Education expresses sincere appreciation to Michele Cochrane for her valued and dedicated services to the C.O.O.R. Intermediate School District for the period of July 2001 to June 2026, and offers her best wishes in her retirement.*

This motion, made by Kara Mularz and seconded by Nancy Persing, Carried.

Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 7, No: 0

The board and Superintendent Petri thanked Michele for being an advocate for children and reminded her that she had a positive impact in many, many families during her 25 year career. She said that the best part was the little smiles and knowing she made a difference.

5. Recognition of Long-term sub, Pat Niemczyk (retired in June 2010)

The COOR Intermediate School District Board of Education offers her best wishes in the rest of her retirement! She was given a small award.

6. Recognition of Amber Larrison, 2026 Lyle Spalding Award for Leadership in Technology winner. Amber, a COOR ISD staff member, worked with staff and students at Roscommon Area Public Schools to implement assistive technology for communication. She was given a custom plaque.

7. Public Budget Hearing on Proposed Budget for 2025-26  
Notice was given in four local newspapers.

7.A. Present the 2025-26 General Fund Budget  
Including tax revenue at the following rates:

**0.2856 total Gen Operating Mills**  
**0.7146 total Special Education Mills**  
**1.0002 total**

7.B. Public Participation for Budget Hearing  
Anyone in attendance may comment on the proposed 2025-26 General Fund Budget.

7.C. Action Item: Set tax rate for 2026:  
To collect summer property taxes levied upon properties located within the boundaries of Crawford AuSable School District and Mio AuSable School District and to collect winter property taxes levied upon properties located within the boundaries of all other COOR ISD school districts. (The L4029 form shows both summer and winter. There are two forms to fit all nine counties).

Approve 2026 L-4029 forms showing the following local taxes at the following rates:

General Operating Millage -  
0.2410 allocated  
0.0446 voted 2020  
**0.2856 total Gen Operations**

Special Education Millage -  
0.6032 voted 1968  
0.1114 voted 2020  
**0.7146 total Special Ed**  
1.0002 total

**Set tax rate for 2026 at 1.0002 mills.** This motion, made by Ian Faulkner and seconded by Kara Mularz, Carried.

Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 7, No: 0

Superintendent Petri gave an overview of the millage process and its reduction over the years. The Headlee Override that passed in 2020 expires in 2029.

7.D. Action item: Accept Proposed 2026-27 General Fund Budget as presented

**Accept proposed 26-27 general fund budget as presented.** This motion, made by Kara Mularz and seconded by Anthony Bair, Carried.

Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes

Yes: 7, No: 0

Finance Director Kurt Loll presented the proposed budget. This budget was generated with a conservative revenue estimate. When the state budget is approved, the ISD will amend this budget. \$280,000 is scheduled to be transferred to Career and Technical Education.

ROOC has increased their services and activities to an increased number of clients. They just added clients from Ogemaw County. Negotiations with RCTA to get transportation for clients in Ogemaw County are underway.

The Career and Technical Education budget relies heavily on 61a Added Costs and 61b Early Middle College money, and state budgets are not defined yet for next year. Tuition from local districts and a transfer from the ISD general fund covers the extra \$171,509 cost. The tuition rate is now increasing from \$2,000 to \$2,500 for 2026-27 school year.

At the end of June, the rest of the budgets will be presented.

8. Department Updates

- Career & Technical Education Department
- Early Childhood Department
- Instructional Services Department (no report this month- see summer camp flyer)
- Special Education Department
- R.O.O.C., Inc.
- K12 ETA (Educational Technology Association)

Mike Evans reported that our Cosmetology student finished in the top half of competitors at Skills USA Nationals in Atlanta. It was a great experience for everyone involved. Skills USA had a full itinerary for the students. They are starting to fundraise now in case a student makes it to nationals again next year.

9. Public Participation

- Any person attending the meeting may raise his/her hand during this session of the meeting. Individuals may speak for a maximum of 5 minutes. Groups may speak for a maximum of 15 minutes.

10. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

**Approve all items on the Consent Agenda.** This motion, made by Ian Faulkner and seconded by Alyssa Faulkner, Carried.

Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes,

Kara Mularz: Yes, Nancy Persing: Yes

Yes: 7, No: 0

10.A. Approve minutes of the previous meeting on May 13, 2026

10.B. Approval of Bills for May 2026 totaling \$1,941,599.24

10.C. Approve Revenue & Expenditure Reports and MILAF statement for May 2026

10.D. Renew contract with Dr. Sloane for Whole Child Assessments in the 2026-27 school year

10.E. Approve an administrator salary scale and contracts for the 2026-27 school year as presented

- Melisa Akers
- Michael Evans
- Katie Harris
- Katie Keith
- Kurt Loll
- Somer Quinlan

10.F. Approve contract renewals for non-union Special Education staff for the 2026-27 school year as presented

- Nicole Grace
- Thalma Hibbard
- Joseph Moore
- Emily Quinlan
- Kerri Smitz
- Kimberly Young

10.G. Approve contracts for Instructional Services Personnel:

- Crystal Davis
- Michelle Culton-Ekstrom
- Michelle Ewald
- Stacy Shafto

10.H. Approve contracts for COOR Advanced Technical Innovation Center personnel:

- Stephanie Bates
- Charles Bissell
- Richard Burns
- Quinten Goschke
- Angela Griffis
- Frances Jacobs (instructor, sub, admin assistant sub)
- Benjamin Lowe
- Mary Jo Rondo
- Joshua Meyer
- Michelle Patterson

- Sarah Kay Rondo
- Kayla Sturgeon

10.I. Renew contract with Rebekah Seelow, Early Childhood Specialist

10.J. Renew contracts for non-union staff members:

- Shannon Rea, Pupil Accounting Auditor
- Rebecca Socia, Administrative Assistant to the Superintendent

## 11. Action Items

11.A. ***Approve Letter of Agreement with CESSPA on Paid Volunteer Time for District-Sponsored Activities.*** This motion, made by Nancy Persing and seconded by Kara Mularz, Carried.

Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 7, No: 0

11.B. **Accept beginning budgets for 2026-27:**

- ROOC, Inc.
- Career & Technical Education

*Approve the 2026-27 budgets as presented.* This motion, made by Alyssa Faulkner and seconded by Anthony Bair, Carried.

Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 7, No: 0

## 12. Information Items

- Social Media Report: Reach of 16,498 in the month of May
- Board members who plan to register for re-election have a deadline of July 21st to submit signatures or payment. Ian Faulkner and Alyssa Faulkner's terms expire in 2026. Dr. Mangutz and Nancy Persing's terms expire in 2028.
- Alt Ed Academy of Ogemaw County board meeting: May 11th minutes and June 8, 2026 documents

Superintendent Petri stated that he is proud of what is happening at AEAOC. He presented the annual authorizer's review to their board. At his request, they have secured an attorney and established bylaws this school year.

## 13. Superintendent's Report

- 25-26 charter school authorizer review Alt Ed Academy of Ogemaw County
- Optimist Club of West Branch ran the 2<sup>nd</sup> Annual Communications Contest. Four of six classrooms participated in the contest. Local district superintendents did the judging. Optimists gave cash prizes for the winning classes and students. Teachers and Independence Facilitators from the students' classrooms are going to help the students shop for what they want to buy with the money.

- The COOR Educational Center graduation ceremony is this Friday at Roscommon High School 1-3pm. Two local school district superintendents plan to attend.
- The House has proposed a state budget settled but it is not settled yet with the Senate and Governor.
- Superintendent Petri announced that he expects to retire in June 2027. He will decide for sure by September. He began in 2018, so that would be 31 years in education, eight years at COOR ISD. The board would like to get feedback on what he sees as weaknesses and what could be changed.

14. Communications

- Alternative Educational Academy Ogemaw County Annual Evaluation 25-26

15. Adjournment

*Adjourn the meeting.* This motion, made by Kara Mularz and seconded by Ian Faulkner, Carried.  
Yes: 7, No: 0 Time: 7:30 PM

Respectfully submitted,



Ian Faulkner  
Board Secretary



Rebecca Socia,  
Recording Secretary

B. Renew agreements for the Special Education department:

11

- CompHealth
- CRAF Center lease for classrooms
- Dr. Gordon
- Elevate Therapy Co - summer 2026
- Elevate Therapy Co - 26-27 school year
- NW Michigan Orientation & Mobility
- School Psychological Services (Jim Huiskens)
- Karen Ebnit
- Presence Learning
- Vision Consulting (Rebecca Wright)
- Fun First Social Work Contract
- Fun First Speech Therapy Contract



1770 E. Rock Rd. Farwell, MI 48622  
apoet@elevatetherapyco.com  
(989) 429-8138

## Speech-Therapy Contract Agreement

This Agreement is entered into as of June, 2026, by and between Elevate Therapy Company, LLC (“Company”) and C.O.O.R. ISD (“School”) (each a “Party” and collectively the “Parties”), who agree as follows:

One in-person Speech-Language Pathologist (CCC-SLP) and/or Clinical Fellow (“SLP-CFs”) employed by the Company will provide speech-language services to the School beginning August 25, 2026, and continuing through June 10, 2027 (the “Term”), unless earlier terminated by either Party with sixty (60) days’ prior written notice, with or without cause.

Services will be provided five (5) days per week, totaling thirty-five (35) hours per week. Billable hours shall not exceed forty-two (42) hours per week without prior written approval from the Director of Special Education.

The start and end dates are subject to change based on the School District’s academic calendar

In addition, the Company shall provide one (1) part-time Speech-Language Pathologist beginning in August 2026 and continuing through June 2027. Services for the part-time position shall be provided one (1) day per week, totaling approximately seven (7) hours per week, not to exceed nine (9) billable hours per week without prior written approval from the Director of Special Education.

### 1. “Speech-Language Services” are:

1.1 Therapy services provided by a speech-language pathologist and/or clinical-fellow.

1.2 Any or all of the following services may be included:

- Screening of speech-language disorders
- Diagnosis of speech-language disorders
- Treatment of speech-language disorders
- Preparation of materials necessary for such treatment
- Record keeping and documentation



- Medicaid documentation and billing
- Report writing
- Writing speech-language IEP goals and objectives
- Consultation with school officials and families
- Attendance at IEP and other meetings as necessary

## **2. Compensation:**

2.1. The Company shall be compensated at a rate of \$90.00 per hour, per clinician, for all Speech-Language Services rendered. The Company shall invoice monthly, and payment shall be payable within fifteen (15) days of submission to the School. The School will not be billed for scheduled breaks or time off, including but not limited to Christmas Break and Spring Break.

If payment has not been received within thirty (30) days, a late fee of one percent (1.0%) per month (or the maximum rate permitted by law) may be applied to the outstanding balance, though the Company will make reasonable efforts to communicate and resolve any delays prior to applying such fees.

In the event of extended delays, the Company, will provide written notice and work with the School to determine an appropriate plan to bring the account current. Our goal is always to maintain consistent, uninterrupted services for students while supporting a positive partnership with the district.

2.2. All amounts payable under this Agreement shall be paid directly to the Company.

2.3. In the event the actual number of hours worked differs from the contracted Billable Hours due to illness, professional meetings, inclement weather, school closures, or additional hours approved in advance by the Director of Special Education, the Company shall adjust the invoice accordingly. The adjusted invoice shall reflect the actual hours worked at the rate of \$90.00 per hour, per clinician, and shall be payable within fifteen (15) days of submission to the School.

2.4. In the event of half-days or snow days, the speech-language pathologist and/or clinical-fellow may bill up to four (4) hours per snow day and up to two (2) hours extra (if not staying for entirety of the day in the building) per half-day for essential paperwork, including but not limited to:

- Individualized Education Programs (IEPs).
- Billing and logging services.



- REEDs (Review of Existing Educational Data).
- Reports and other required documentation.

### **3. Company Responsibilities:**

- 3.1. The Company shall provide speech-language services to a standard of quality typical of professionals in the speech-language industry.
- 3.2. The Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.
- 3.3. The Company shall obtain and maintain comprehensive professional liability insurance with limits of not less than \$1 million per occurrence / \$6,000,000 Annual Aggregate and general liability insurance with limits of not less than \$1 million per occurrence / \$2,000,000 Annual Aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect the Company and School against liability or claims of liability which may arise out of the Company's provision of services under this Agreement. Such general liability coverage shall include claims for sexual abuse and molestation. The Company shall provide certificates of insurance upon request. The Company shall waive all rights of subrogation against the School District to the extent permitted by law.
- 3.4. The Company shall be responsible for ensuring that the assigned speech-language pathologist clinical-fellow is informed of and responds to any service adjustments or requests made by the School.
- 3.5. The Company shall be solely responsible for all tax obligations, including but not limited to federal, state, and local taxes, payroll taxes, and any other financial liabilities associated with compensation for its employees or contractors. The School shall not be responsible for withholding, reporting, or paying any such taxes on behalf of the Company.

### **4. School Responsibilities:**

- 4.1. School will use commercially reasonable efforts to assist the Company in providing Speech-Language Services.
- 4.2. School will provide a clean, quiet, and private treatment space as well as any materials or support services required by the Company.
- 4.3. School will communicate directly with the Company owner for any adjustments that need to be made for the position(s).



4.4. The School will keep this Agreement and any information disclosed under it confidential and only shared amongst the Parties involved, unless given written permission by the Company.

#### **5. Caseload and Workload:**

5.1. To support the delivery of high-quality speech-language services, the caseload for the full-time SLP assignment shall be capped at a maximum of **forty-seven (47)** students throughout the duration of the placement. This caseload cap is intended to promote effective service delivery, appropriate planning and documentation time, collaboration with staff and families, and compliance with professional best practices and student service needs.

#### **6. General Terms:**

6.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimiles or a scanned copy and shall be deemed original.

6.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire Agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related to the subject matter are merged into and superseded by this Agreement. The provisions of this Agreement may not be amended, except by an agreement in writing by authorized representatives of both Parties.

6.3. The Company is an independent contractor of School and not an employee, agent, partner, representative or broker of School.

6.4. This Agreement shall be for the Term defined above and shall not automatically renew unless agreed upon in writing by both Parties.

6.5. If the School terminates this Agreement without cause, including termination due to a direct hire by the School, the School agrees to continue payment for services through the sixty (60) business day notice period, regardless of whether services are utilized. Such payment shall be calculated at a reduced rate of sixty dollars (\$60.00) per hour, billing seven (7) hours per day, in order to support clinician transition time and continuity of care.



## 7. Non-Solicitation and Direct Hire Clause:

7.1 The School agrees that during the term of this Agreement and for a period of **twelve (12) months** following the termination or expiration of this Agreement, it shall not directly hire, solicit, or engage (as an employee, contractor, or otherwise) any Speech-Language Pathologist, Clinical Fellow, or other employee or contractor of Elevate Therapy Company ("Company") who has provided services to the School under this Agreement, without the prior written consent of the Company.

Should the School wish to hire or contract directly with such an individual, the School agrees to notify the Company in writing and may do so only upon mutual agreement. In such cases, the School shall pay the Company a placement fee equal to **20% of the full year contract**, payable within thirty (30) days of the employee's start date with the School.

This clause is intended to protect the Company's investment in recruiting, training, and developing its employees and contractors, and to ensure fair compensation for transitions resulting in the loss of Company personnel.

## 8. Indemnification:

8.1 Each Party agrees to indemnify and hold harmless the other Party, its officers, employees, and agents from any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to the indemnifying Party's performance under this Agreement, except to the extent caused by the negligence or misconduct of the other Party.

## 9. Confidentiality:

9.1 The Company acknowledges that, during the course of providing services under this Agreement, it may have access to confidential or proprietary information, including but not limited to student records, personal information, educational data, and other non-public information relating to the School and its students. The Company agrees to maintain the confidentiality of such information in accordance with all applicable federal and state laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), and shall not disclose or use any such information except as necessary to perform its duties under this Agreement.

The Company shall ensure that any employees, contractors, or representatives providing services on its behalf are similarly bound by confidentiality obligations and trained on the proper handling of confidential student information. This obligation shall survive the termination or expiration of this Agreement.



The School shall also maintain the confidentiality of any proprietary or sensitive business information of the Company disclosed in connection with this Agreement.

**10. Equal Opportunity:**

10.1 The Company is committed to equal opportunity in all aspects of employment and service provision. It is the Company's policy to provide employment, training, compensation, promotion, and all other terms and conditions of employment without regard to race, color, religion, national origin, sex, age, disability, marital status, veteran status, or any other characteristic protected by applicable federal, state, or local law. The Company will apply this policy in providing personnel under this Agreement.

The School agrees to comply with all applicable equal opportunity and nondiscrimination laws in its dealings with the Company and any personnel assigned under this Agreement.

**11. Governing Law:**

11.1 This Agreement, its construction, validity, effect, performance, and enforcement shall be governed by and construed under the laws of the State of Michigan. Each of the Parties agrees that any legal or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only to a court in Clare County in the State of Michigan.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates below.

\_\_\_\_\_  
Authorized Representative  
C.O.O.R. ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ashton Poet, Founder & CEO  
Elevate Therapy Company, LLC

\_\_\_\_\_  
Date

LEASE AGREEMENT

This agreement dated the **1st day of July 2026** by and between Roscommon Area Recreational Authority hereafter referred to as "RARA" of 606 Lake Street, Roscommon, Michigan 48653 and COOR Intermediate School District 11051 N Cut Road, PO Box 827, Roscommon, MI 48653 hereinafter referred to as COOR ISD.

Whereas RARA agrees to lease rooms 118, 121, room 1 (office space) and the connecting hallway and the two room former Teen Center with restrooms. In addition, when school is in session, use of the kitchen, gymnasium and fitness center for daily recreation at prescheduled times.

This agreement, or any extension thereof, may be canceled by COOR ISD provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation. This agreement, or any extension thereof, may be canceled by RARA provided the Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation. Terms of this lease agreement are:

COOR ISD agrees to pay a monthly sum of **\$2500.00** beginning July 1, 2026 through June 30, 2028 . Rent is due the first of each month.

COOR ISD will provide:

- Insurance for furniture and equipment and liability as renters insurance.
- Appliances necessary for teaching.

The Lessee shall hold the Roscommon Area Recreation Authority, CRAF Center Management or their Agents harmless from any and all Claims, Costs, Losses, Suits, Damages and/or Judgements which may in any manner be imposed on and/or incurred by the Roscommon Area Recreation Authority, CRAF Center Management and their Agents or Employees for Bodily Injury, Loss of Life, and/or Damage to Property resulting from, arising out of, or in any way connected with the Lessees' use of Facility.

RARA will provide:

- Janitorial service for the main hallway.
- Utilities including electricity, heat and water.
- A secure key system for the area.
- Sink, cabinets, stove hood in Transition Center.
- Snow removal on ramp, steps and sidewalks.
- Yearly smoke detectors and fire extinguishers inspection

The term of this lease will be in effect from **July 1, 2026 through June 30, 2028**. Subject to appropriate use of building and grounds during normal business hours of 8:00 a.m. to 6:00 p.m., and proof of satisfactory insurance coverage provided to RARA.

Dated this 1st day of July, 2026  
COOR ISD

By \_\_\_\_\_ Title \_\_\_\_\_

Roscommon Area Recreation Authority (C.R.A.F. Center)

By \_\_\_\_\_ Title: CRAF Center Manager  
Jory Klumpp

**CLARK HILL PLC**  
**RETAINER AGREEMENT**

Special Education/504/ADA Legal and Related Services  
2026-2027 School Year

The District agrees to enter into such an arrangement in accordance with the terms expressed in the accompanying letter on the following basis (please check appropriate items):

For the 2026-2027 school year (July 1, 2026 through June 30, 2027) at the rate of:

\_\_\_\_\_ \$799 (Early Bird rate for sign-up by June 30, 2026)

\_\_\_\_\_ \$899 (sign-up after July 30, 2026)

Please make checks payable to Clark Hill PLC (please consider this document to be an invoice).

The following members of our District's staff (and general school counsel if desired) are authorized to utilize your firm's services under this Agreement:

Primary Contact Person: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
For Emergencies: Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Contact 2: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
For Emergencies: Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Contact 3: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
For Emergencies: Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

We understand that contact persons can be changed at any time by merely advising the firm.

\_\_\_\_\_  
**Name of School**

Dated: \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_

It is that time of year again! It is time to renew your Retainer Package related to special education and school disability law with Clark Hill PLC.

Although this school year was one of the most challenging in recent memory, all indicators are that the 2026-2027 school year promises to be equally as challenging. With the rise in due process hearing complaints and federal litigation, we are geared up to provide as much proactive support to each of you as possible through consultation, problem solving, mediation and professional development. Although we know that you strive to resolve and avoid disputes, we are also at the ready to assist in the event that you receive a state special education complaint, a due process hearing, a Section 504 complaint, a Section 504 hearing, MDCR, or an OCR complaint.

Enclosed you will find a Clark Hill flyer outlining the special education and school disability law services that will be available from Clark Hill, as well as details regarding the services provided through the Clark Hill Retainer Package. We also include a separate Clark Hill Education Law Brochure that describes the firm, its history and its depth and breadth of legal services it provides to its school clients. We believe that just like collaboration and coordination within the school setting achieves the best outcomes for students, collaboration and coordination amongst Clark Hill's deep bench of experienced school attorneys achieve the best outcomes for our clients.

Some of the special education and school disability law services available through the Retainer Package that will be particularly relevant in 2026-2027 are:

- > Direct mailing of news flashes
- > Access to new prototype forms and documents
- > Immediate consultation at reduced hourly rates
- > Participation in our two annual "hot topics" workshops
- > Participation in our Annual Retainer Workshop
- > Professional Development and Training for staff in Special Education Discipline, Title IX, Seclusion, Restraint, along with a host of other topics related to special education and school disability law

In addition, an important benefit of the Retainer Package is that it permits you to access the expertise of Clark Hill's special education attorneys at 10% off our rate for non-retainer clients. Subject to periodic increases, our rate for non-retainer clients for the 2026-2027 school year will be \$385 per hour for Jordan and Vickie and \$372 per hour for associates. By way of example, with the 10% reduction, our rate for retainer clients will be \$345.50 per hour for Jordan and Vickie and \$335.00 per hour for associates.

Clark Hill PLC is also on the approved panel of special education attorneys for CHUBB, SETSEG, Middle Cities Risk Management Trust, Citizens Insurance, Summit Risk, EMC, and Great American Insurance Group and handles due process hearings and related litigation for clients covered by these carriers.

## **RETAINER PACKAGE 2026-27**

To purchase the Retainer Package, simply fill out the enclosed form and fax, email or mail the Retainer Renewal back to Clark Hill.

If you have any questions, please do not hesitate to call or email either of us. We hope to have you on board again for 2026-2027 and look forward to continuing our relationship with you this next school year at Clark Hill.

CLARK HILL PLC

Vickie and Jordan

## ALL INCLUSIVE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This All Inclusive Agreement for Temporary Healthcare Professional Coverage (“Agreement”) by and between C.O.O.R. Intermediate School District (“Client”), a nonprofit organization, with its principal place of business located at 11051 N Cut Rd, Roscommon, MI 48653, and CompHealth Medical Staffing (“CompHealth”), with its principal place of business located at 7259 South Bingham Junction Blvd., Midvale, UT 84047 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of May 20, 2026 (“Effective Date”).

### *Section A, Intent of Agreement*

CompHealth is a temporary allied healthcare professional staffing company. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth may present healthcare professionals (“Provider(s)”) to provide clinical services to Client and those worksites as directed by Client on a temporary basis (“Provider Coverage”) for the time periods requested by Client (“Assignment(s)”). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

### *Section B, Duties of CompHealth*

#### **B.1 Arrangement of Assignments**

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client’s verbal acceptance of said Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing (“Confirmation”). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services hereunder, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider. CompHealth’s failure to send a Confirmation or any incorrect, incomplete or delayed Confirmations will not create a right of cancellation. If any changes or additional arrangements are made to/for an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

#### **B.2 Providers as Employees of CompHealth**

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth’s obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker’s Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

#### **B.3 Licensure, Competency**

CompHealth shall require each Provider furnishing Provider Coverage hereunder to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

#### **B.4 Assignment of Billing Rights, Chart Documentation**

Fees due from patients as a result of Provider Coverage belong to Client. CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Providers to promptly complete chart documentation. Client shall furnish Provider with orientation to Client’s charting processes at the start of an Assignment and furnish Provider adequate time to complete charting during the Assignment. Client shall

promptly inform CompHealth if any medical records are incomplete to allow CompHealth the opportunity to resolve the issue prior to the Provider's departure from the Assignment. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

#### **B.5 Professional Liability Insurance**

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the annual aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. Client agrees that it will not request Provider to furnish administrative services under this Agreement. Administrative services are defined as anything that is outside the scope of actual delivery of healthcare services directly to a patient (including, but not limited to, planning, organizing, directing and controlling business operations).

#### **B.6 General Liability Insurance**

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

### ***Section C, Duties of Client***

#### **C.1 Client to Notify of Acceptability of Providers**

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

#### **C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)**

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

#### **C.3 Housing, Travel Arrangements & Per Diem Allowance**

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

#### **C.4 Practice Standards**

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

#### **C.5 Risk Management and Incident Reporting Cooperation**

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk

Management Protocol (“Protocol”), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

#### **C.6 Change in Worksite Location**

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth’s advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider’s housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

#### **C.7 Competency**

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client’s own employees upon Provider’s arrival at Client’s facility.

#### **C.8 Telemedicine**

If Client requests that Provider perform remote diagnosis and treatment of patients by means of telecommunications technology (“Telemedicine Services”), Client understands and agrees that: (i) CompHealth’s professional liability insurance coverage specifically excludes Client-provided/approved and Provider-provided telemedicine equipment or software – such professional liability insurance covers medical malpractice only; (ii) Client will provide adequate and appropriate training in the use of telemedicine equipment and software at Client’s cost; (iii) Client shall ensure that informed consent is obtained from all patients for the treatment of such patients via telemedicine equipment or software; and (iv) Client shall ensure that adequate and reasonable precautions are taken to ensure its provided or approved telemedicine equipment or software is secure against privacy and security risks, including adhering to the applicable HIPAA Security Rule, as required.

### ***Section D, Fees***

#### **D.1 Fee Schedule**

Client shall pay CompHealth fees (“Fee(s)”) for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client’s request for Client’s cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

#### **D.2 Security Deposit**

CompHealth reserves the right to require a security deposit to be held during the term of each Assignment if, in its sole discretion, Client’s credit and payment history warrant doing so. Upon termination of each Assignment, CompHealth shall apply the security deposit towards Fees related to such Assignment and refund any remaining balance.

#### **D.3 Invoicing**

Fees are invoiced weekly. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Fees are determined based upon Provider’s work record. Invoices will include other charges agreed upon in the Confirmation, if any. Payment for each one-week period is due within fifteen (15) days after the date of invoice. Interest will be charged on all amounts not paid when due as described in Section H.1 below. In the event Client learns or believes that it has made an overpayment to CompHealth on any prior invoice or overpayment of any other prior obligation, Client agrees that it shall only seek reimbursement from CompHealth for any established and proven overpayment that occurred within the six (6) months preceding the date that Client notified CompHealth of any alleged overpayments to CompHealth.

#### **D.4 Minimum Workweek**

CompHealth requires that a minimum of thirty seven and a half (37.5) hours per week per Provider (“Minimum Fee”) be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g. inclement weather, school holidays and non-working days as referenced in school’s calendar).

#### **D.5 Failure to Issue Confirmation**

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth’s failure shall not abrogate Client’s responsibility for payment of Fees for the Provider Coverage received. In that instance,

Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate as reasonably determined by CompHealth for that specialty.

## ***Section E, Term, Cancellation and Removal of Provider***

### **E.1 Cancellation of an Assignment**

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare (“Costs”). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (“Damages”); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also “Damages”) as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Provider is not granted privileges required for any Assignment or does not meet Client’s credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

### **E.2 Requests for Provider Coverage**

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. If a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Provider but shall have no other liability.

### **E.3. Termination of Agreement**

Either Party may terminate this Agreement or any Assignment with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client’s involvement in any bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization, indebtedness or the like, failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement or any Assignment with written notice. The obligation to pay monies due under this Agreement shall survive termination.

### **E.4 Term**

The initial term of this Agreement (“Initial Term”) shall begin on the Effective Date and continue for a period of one (1) year. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a “Renewal Term”) until terminated in accordance with Section E.3 above. “Initial Term” and “Renewal Term” may be used in this Agreement interchangeably with “Term”.

### **E.5 Removal of Provider**

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in Client’s reasonable discretion, there is no risk of patient endangerment. Neither CompHealth nor Client will remove a Provider from an Assignment for discriminatory reasons.

## ***Section F, Later Placements***

### **F.1 Client Offer of Position to Provider**

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider’s services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider’s last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation (“Recruitment Fee”) per Provider so hired

or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The decision to offer a Provider Work hereunder shall exclusively be Client's or third party's, as applicable, and CompHealth shall bear no liability for Client's or third party's hiring decision. If a Confirmation was never appropriate due to the fact that Client rejected a presented Provider as a candidate to provide Provider Coverage or should CompHealth fail to list a Recruitment Fee in a Confirmation, the Recruitment Fee shall be the current market rate as reasonably determined by CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement. The foregoing shall not apply in states where such terms are prohibited by applicable law (including, but not limited to, Illinois).

#### **F.2 Client Notification of Previous Knowledge of Provider**

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

#### **F.3 Recruitment Fee Payment Terms**

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

#### **F.4 Definition of Work**

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

### ***Section G, Standards of Service***

#### **G.1 Medicare and Medicaid Fraud Representation**

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

#### **G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

To the extent that Client may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by CompHealth. Specifically, the Parties acknowledge that under HIPAA, Providers provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for CompHealth to provide Providers as part of Client's temporary workforce and CompHealth will not request or receive PHI from Client without appropriate legal authority. In the event the Parties determine CompHealth is deemed to be a business associate, the Parties shall enter into a separate mutually agreed upon business associate agreement.

#### **G.3 Availability of Books and Records**

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

#### **G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification**

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

## ***Section H, Miscellaneous Provisions***

### **H.1 Interest and Attorney's Fees**

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1.5 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

### **H.2 Entire Agreement, Amendments**

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

### **H.3 Notices**

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

### **H.4 Severability, Successors, Discrimination, Governing Law**

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake City, Utah.

### **H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities**

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

### **H.6 Counterparts; Facsimile or Electronic Signature Deemed Original**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement through the use of an electronic process adopted by a Party with the intent to execute this Agreement (i.e., electronic signature) or signature transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

### **H.7 Use of Subcontractors**

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

### **H.8 Handwritten Revisions**

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected.

**H.9 Limitation of Liability**

In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Sections C.6 and E.1 shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

**H.10 Additional Terms or Purchase Orders**

The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

**H.11. Confidentiality**

Each Party agrees to maintain in strict confidence all Confidential Information disclosed by the other Party and to: (a) use such information solely for the purposes of this Agreement; (b) not disclose such information to any third party without the prior written consent of the disclosing Party; and (c) protect such information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. "Confidential Information" means all information relating to the disclosing Party's business, including but not limited to, the terms of this Agreement, pricing, fee schedules, business practices, Provider information, proprietary processes, and any other information designated as confidential or that reasonably should be considered confidential given the nature of the information and circumstances of disclosure. These confidentiality obligations shall not apply to information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was rightfully in the receiving Party's possession prior to disclosure; (iii) is rightfully received from a third party without breach of any confidentiality obligation; or (iv) is independently developed without use of the Confidential Information. Either Party may disclose Confidential Information to the extent required by law or court order, provided that the disclosing Party provides prompt written notice to the other Party and reasonably cooperates in any effort to obtain protective treatment of such information. The obligations under this Section H.11 shall survive termination of this Agreement for a period of five (5) years.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT

COMPHEALTH MEDICAL STAFFING

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Tax I.D. #

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**Agreement between**  
**Robert J Gordon D.O, PLLC**

**And**

**C.O.O.R Intermediate School District**

Robert J. Gordon D.O, PLLC, whereas Madison Winkler PA-C with collaboration of Dr. Robert Gordon D.O, hereby agrees to perform the following services for the Crawford-Oscoda-Ogemaw- Roscommon Intermediate school district (hereinafter "ISD") under the terms and conditions provided herein. I understand that I am an independent contractor and no liabilities or benefits, such as worker's compensation, pension, insurance or any other employee right, shall arise or accrue as a result of the performance of this Contract.

Contract Term: This contract shall begin July 1, 2026 and end on June 30, 2027. This contract may be terminated with a 30 day notice by either party.

Scope of Work: Contractor will review, if provided, a written description of ISD's internal process for the identification, evaluation, and assessment of students which verify the need for Occupational therapy, speech therapy services, or personal care services. At any time, the Contractor may request additional documentation from ISD's Medicaid Reimbursement Program. The ISD will provide contractor with periodic lists of eligible Special Education speech students, occupational therapy, and personal care scripts who have been evaluated and are eligible for these services. The ISD assures that the student lists are only for those students for whom METs and IEPs have been conducted and for whom such METs and IEPs document the need for OT, speech and language, and personal care services to address their disability.

Contractor will sign lists, with individual signatures, as submitted acknowledging that the students have been referred for occupational therapy, speech and language services in accordance with the ISD internal referral process.

Contractor will sign lists, with individual signatures, as submitted acknowledging that the students have been referred for personal care services in accordance with the ISD process. Contractor's services do not include an individual student's medical examination or records review. ISD and the student's local district ensures that appropriate identification and eligibility requirements following the Administrative Rules for Special Education, established by the Michigan Department of Education, have been met. The ISD will provide a summary list with each student's name with any "batch" of documents forwarded for signature.

Payment to Contractor:


After signing lists, Contractor will submit an invoice to ISD in an amount equal to \$5 for each student's provider authorization executed and returned to ISD. All returned lists from Contractor must be submitted to ISD before payment is made.

Contractor's Name: Robert J. Gordon D.O, PLLC

Check to be made payable to: Robert J. Gordon D.O PLLC

Tax Identification Number: 42-1568574

Firm or Company Address: 49610 Villa Drive, Novi, MI 48374

Contractor:  Date: 06/06/2020

Robert J. Gordon, D.O PLLC, *owner PLLC*

C.O.O.R ISD : \_\_\_\_\_ Date: \_\_\_\_\_



**C.O.O.R.**

INTERMEDIATE SCHOOL DISTRICT

Crawford • Oscoda • Ogemaw • Roscommon

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**Agreement between**

***C.O.O.R. INTERMEDIATE SCHOOL DISTRICT  
and  
Karen Walton Ebnit***

***July 1, 2026-June 30, 2027***

This agreement is made by and between the

C.O.O.R. Intermediate School District

(hereinafter called the Board) and Karen

Walton Ebnit (hereinafter called the

Contractor/Speech Therapist) and supersedes

any previous agreements between the parties

hereto.

The Board and the Contractor agree to create a formal cooperative working relationship in order to provide Speech and Language Services during the board approved school year. The Contractor agrees to provide the following:

Provide speech and language services to students, teachers, administrators and parents. These services may include individual, classroom, and individual therapeutic or systemic consultation. This position is considered at risk for exposure to Hepatitis B and the Speech Therapist may come in contact with hazardous chemicals.

**ESSENTIAL JOB FUNCTIONS**

1. Follow all established policies, practices, and procedures in terms of duties and responsibilities of the position as delegated by the Superintendent and/or administrators.
2. Participate as a member of the I.E.P.T. (Individualized Evaluation Planning Team) when appointed by the Superintendent/ Designee.
3. Chair IEP meetings for purposes of determining eligibility and reviewing program placement for students suspected of being speech and language impaired.

4. Participate as a member of a MET (Multidisciplinary Evaluation Team) when appointed by the Superintendent/Designee and serve as team coordinator in appropriate situations.
5. Provide ongoing educational assessment (after program eligibility has been established).
6. Provide speech-language intervention services when needed to assist District SLP's in need of meeting monthly minimums and/or for compensatory time as directed.
- 7.. Will establish and maintain open communications with all parents, staff, administrators and outside agencies involved with the students.
9. Work with classroom teachers to implement sequenced curricular activities that contribute to the development of positive communication attitudes and skills involving listening, cognition, and expression within social, education and cultural contexts.
11. Maintain a schedule within the assigned service area. Deviations from schedule are subject to prior notification of administration.
12. Maintain accurate records in a manner consistent with State and Federal Law as required by the intermediate school district and local educational agency, including monthly caseload reports.
13. Maintain a cooperative, harmonious relationship with professionals and others within the school setting which fosters recognition and respect for every individual.
14. Follow school building rules and procedures outlined by the building principal.
15. Contractor will follow all building health and safety rules, policies and procedures.
16. Perform duties according to COOR safety and health policies.
17. Contractor has the right of refusal for any/all requests for work assignments.
18. Either party has the right to nullify the contract given 30 days notice.

**CRITICAL SKILLS / EXPERTISE / QUALIFICATIONS:**

1. Currently certified, or eligible by the date of the contract for temporary certification, by the State of Michigan, Department of Education, Office of Professional Preparation and Certification Services as a teacher of students with speech and language impairment; **OR** possess a Master's Degree and the Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association (ASHA).
2. Ability to use a computer and assistive technology devices as necessary to complete job function.

**REPORTS TO: Director of Special Education and/or building Principal**

**HOURS/DUTIES/WAGES**

The Contractor will primarily provide Screening and Assessment duties to the District. Contractor will be notified of desired need by the District and perform all functions and required paperwork and meetings as designated and in compliance with all legal aspects of duty. The Contractor will also provide therapeutic service as needed and directed to assist COOR SLP's with targeted compliance indicators. In addition, Contractor will assist administration as needed and directed with miscellaneous tasks associated with SLP Department at their discretion.

The Board agrees to contract with Karen Walton-Ebnit upon request during the course of the regular school year at a rate of \$80.00 per hour. The number of hours and schedule of hours shall be agreed to by the Director of Special Education. The contractor will submit a monthly invoice detailing the number of days and hours worked each day as well as a log of professional activities to the Director of Special Education.

Mileage, if applicable, will be paid at the rate approved by the Internal Revenue Service for mileage incurred while traveling between the C.O.O.R. Intermediate School District Offices and/or the district school buildings when multiple locations are required during the same day. Mileage, if applicable, shall be included on the Contractor's monthly invoice that is submitted to the Director of Special Education.

**The contractor will not receive any benefits not listed in this agreement.**

**MISCELLANEOUS**

Karen Walton Ebnit will provide COOR ISD with a current copy of her liability policy.

Either party may terminate this agreement with written notification 30 (thirty) days prior to termination.

Karen Walton Ebnit, CCC-SLP

Date

Shawn Petri/Superintendent

Date

# CONTRACT

## COOR Intermediate School District and School Psychological Services PLLC

- COOR Intermediate School District (referred to as COOR ISD within this contract) and School Psychological Services PLLC (referred to as SPS PLLC within this contract) agree to the following terms on an as-needed basis throughout the course of the 2026-2027 School Year.
- SPS PLLC will provide the following school psychological services as assigned by COOR ISD or COOR LEAs.
  - Initial psychoeducational evaluations
  - Three year re evaluations
  - Services as requested by the COOR ISD and/or LEA Special Education Director
- COOR ISD and SPS PLLC further agree to a fee structure of \$490.00 per case for initial psychoeducational assessment, three-year re-evaluations, and any re-evaluation to include administration of intelligence testing, norm referenced achievement testing and, when necessary, adaptive behavior. An hourly rate of \$85.00 estimated to the nearest fifteen (15) minutes will be charged for all other services, including additional assessment administration, as requested by the Special Education Director. Meetings will be charged a one hour minimum. Meetings beyond one hour will be rounded to the next hour for purposes of billing. Invoices will be submitted to the district by the last day of the month services are rendered.
- The above fee structure includes all clerical services and materials necessary for the preparation of a written report/narrative which will be added to EdPlan within one (1) week of the conclusion of the evaluation.
- Responsibility for fringe benefits, travel expenses, assessment materials and office supplies remain with SPS PLLC and not with COOR ISD. SPS PLLC will also be responsible for securing and activating liability insurance to complete school psychological services.
- COOR ISD will hold SPS PLLC harmless and will indemnify SPS PLLC against any breach of confidentiality by COOR ISD agents or employees in reference to reports, data, files or other material provided to COOR ISD by SPS PLLC and will further hold harmless SPS PLLC from any claims, demands or other eligibility that may occur because of acts of COOR ISD agents or employees.
- SPS PLLC expressly warrants that it will use its best efforts to perform the services stated above in a timely fashion and in accordance with established timelines.
- Either party may terminate this agreement with or without cause upon two (2) weeks advance written notice to the other party.
- COOR ISD understands and agrees that SPS PLLC may perform similar services for third parties and other school districts.

\_\_\_\_\_  
Authorized Signature, Board of Education  
COOR ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Huiskens, School Psychologist/Owner  
School Psychological Services PLLC

\_\_\_\_\_  
Date

# Contract for Orientation and Mobility Services

THIS AGREEMENT is made on \_\_\_\_\_ (date) by and between NW Michigan Orientation and Mobility Services, LLC, hereinafter referred to as "Contractor" and C.O.O.R. Intermediate School District, 11051 N. Cut Road, Roscommon, MI 48653, hereinafter referred to as "District".

It is mutually agreed between Contractor and District as follows:

## 1. Duration and Termination

This Agreement shall continue in effect until \_\_\_\_\_ (date), commencing on \_\_\_\_\_ (date), subject to termination by either party on ten (10) days prior written notice.

Additional provisions, clarifications, or declarations:

## 2. Performance

Contractor agrees to perform services as an independent contractor, following applicable professional practices as recognized by the Academy for Certification of Vision Rehabilitation & Education Professionals (ACVREP). Contractor's duties include evaluating the need for Orientation and Mobility (O&M) Related Services (as defined in federal regulations), providing recommendations about the needed O&M Related Services, attending IEP and evaluation meetings, providing all services necessary to meet O&M goals in the IEP, transporting students to and from service and teaching locations, consulting with District staff, administrators, and parents, providing all necessary progress reports, and any other activities necessary to meet the O&M needs of the student. Contractor will review evaluation reports, IEPs, and other relevant documentation prior to commencing therapy. Contractor carries professional liability insurance and will maintain a chauffeur's license. District agrees to provide a copy of all relevant evaluations and IEPs upon retaining the services of the Contractor and prior to the commencement of services.

## 3. Time for Performance

Services under this contract will be provided during normal school days and hours, or different if specifically stated herein or in the student's IEP, provided that District will give a minimum of 10 days notice of its intention to use Contractor's services outside of these hours. This notice requirement may be waived at the sole discretion of Contractor.

## 4. Payment and Billable Activities

The billable rate of pay will be \$80.00 per hour. All duties listed above in "Section 2 Performance" shall be billable hours. Contractor agrees to bill, and District agrees to pay for all reasonable and appropriate services. No more than 15 minutes of preparation, consultation, and progress monitoring time will be billable for every face-to-face teaching session. Up to 30 minutes of preparation, consultation, and progress monitoring time will be billable prior to an IEP meeting, and at the end of every quarter, trimester, and/or summer school session during which a student received services. Contractor will be reimbursed for mileage expenses from student portal to portal at the federal mileage reimbursement rate in effect at the time of travel. Contractor will also be reimbursed at the billable rate for travel time. Contractor will make reasonable efforts to minimize travel times and distances.

Cancellations: if a student had been scheduled, but is unavailable during the scheduled session, payment remains due at the billable rate, with the exclusion of district snow days. A reasonable effort will be made to utilize the time for case management or other follow-up duties. If Contractor is not available for the session, reasonable efforts to notify the District and reschedule the session will be made. All additional therapy expenses incurred (public transportation with a student, maps, other individual use items) will be reimbursed with prior approval when possible and when invoiced with a receipt.

Payments will be due within 30 calendar days of the postmarked date of the invoice. Any payments for fees or costs not received by Contractor within 30 calendar days of the postmarked date will be deemed late and shall be subject to a 1.5% per month (18% annual) late charge, beginning on the due date. District agrees to be responsible for Contractor's costs in collecting late payments, including reasonable attorney's fees. Payment shall be made to NW Michigan Orientation and Mobility Services, LLC.

### 5. Assignment

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

### 6. Integration

This agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this contract are nonbonding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

### 7. Governing Law

This Agreement shall be governed by the laws of the State of Michigan.

By _____	By _____
DISTRICT Representative	Jennifer Fritton, MA, COMS
Title _____	Title Certified Orientation and Mobility Specialist
Date _____	Date 5/22/2026 _____



# **Empowering all who serve students with diverse needs**

Presence.com

# Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with COOR Intermediate School District - MI to implement comprehensive special education programs that support students across the district. As a trusted leader since 2009, Presence has innovated how schools assess, address and track student special education needs with the largest network of teletherapy providers and innovative, award winning technology

**8M+**

sessions delivered

**11K+**

schools supported

**2,000+**

clinicians in network

## From special education services to accommodation tracking, we bring customized solutions to your district

We offer a full range of remote services (from observations and assessments to counseling and therapy) and technology that help meet your district's related service needs and help you track student progress within the classroom and beyond.

### **Our clinical network brings a complete scope of practice to support schools with services that include:**

- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Virtual classroom push-in services
- Completing paperwork for IEPs, review of records and Medicaid billing

# Solutions customized to meet student needs— backed by school-based experience and innovative technology



## Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®\*
- Customized teletherapy plans are based on your district's diverse student and staffing needs



## Clinically-led teams, trusted by 11,000+ schools

- Our national network of 2,000+ licensed clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a service delivery team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems



## Innovative technology, built specifically for special education

- Kanga, an award-winning, interactive assessment and teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more\*
- Education Modified, an online platform for special education management, collaboration, and compliance, designed to bring all student plans and supports into one place.
- Delivering data-driven insights, transparency and management tools for administrators to ensure compliance with IDEA
- HIPAA and FERPA compliant technology

*\*All product names and registered trademarks are the property of their respective owners.*



Empower your special education team, expand your reach, and gain the visibility you need to drive success and stay compliant. Seamlessly deliver assessments and therapy when, where, and how you need to—and meet students where they are. Kanga is the award-winning, all-in-one online platform that



Confidently coordinate the efforts of your special education teams and general education teachers, keeping compliance on track. With Education Modified you can view, manage, and document every accommodation and intervention in one up-to-date platform. And you can reduce the administrative burden on your team by giving them an AI-powered tool that can generate student plans in minutes.



# Service Order

PRESENTED TO

**Melissa Akers**

SPED Director

COOR Intermediate School District - MI

ISSUE DATE

**6/10/2026**

BY

**Kelly Thoel**

School Partnership Director - Great Lakes

kelly.thoel@presence.com

Service Order # Q-28901



## Service Order Summary

This Service Order (the “Service Order”) is incorporated and made part of the Master Services Agreement (the “MSA”) between PresenceLearning, Inc. (“Presence”) and COOR Intermediate School District - MI. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

9/14/2026 - 6/30/2027

	<b>ANNUAL EST</b>
<b>Assessment Commitment</b>	<b>\$10,500.00</b>
<hr/>	
<b>Program Readiness*</b>	<b>\$800.00</b>
<hr/>	
<b>Total Estimated Cost</b>	<b>ANNUAL \$11,300.00</b>

\* Program Readiness (formerly Program Implementation ) is billed once upon the Service Order Execution Date.

\*\* Program Management (formerly Service Coordination) is billed monthly beginning in the first month in which Services are rendered.



## Service Order Details

SERVICE ORDER TERM

9/14/2026 - 6/30/2027

## Assessment Commitments

Assessment Type	Commitment
<b>Psychoeducational Assessment Commitment</b>	<b>\$10,500.00</b>
<b>Total Assessment Commitment</b>	<b>\$10,500.00</b>

- - - Continued on next page - - -

# Assessment Components

	<b>Per Service</b>
Psychoeducational Assessment Bundle	
Review of Records by MHP/Ed Diag	\$277.00
Cognitive Select Subtests	\$181.00
Processing Select Subtests	\$191.00
Achievement Select Subtests	\$139.00
Rating Scale Assessment by MHP/Ed Diag	\$202.00
Achievement Standard Battery	\$266.00
Long Cognitive Battery	\$351.00
Additional Assessment by MHP/Ed Diag	\$287.00
Processing Standard Battery	\$351.00
Additional Requested Meetings by MHP/Ed Diag	\$75.00
Short Cognitive Battery	\$181.00
Spanish Select Subtests	\$202.00
Spanish Cognitive Battery	\$372.00
Screening by MHP/Ed Diag	\$149.00
Additional Requested Paperwork by MHP/Ed Diag	\$75.00
Functional Behavior Assessment by MHP/ Ed Diag	\$389.00
Intervention Data Analysis by MHP/Ed Diag	\$75.00
Parent Interview by MHP/ Ed Diag	\$75.00
Student Interview by MHP/Ed Diag	\$75.00
Teacher Interview by MHP/Ed Diag	\$75.00
Unplanned Student Absence MHP/Ed Diag	\$82.00
Extended Coordination by MHP/Ed Diag	\$75.00
Results Meeting by MHP/Ed Diag	\$120.00
Additional Requested Meetings by MHP/Ed Diag	\$75.00
Evaluation Coordination and Results Summary by MHP/Ed Diag	\$340.00
Observation by MHP/Ed Diag	\$173.00
Spanish Achievement Battery	\$372.00
Schoolwide Support by MHP/Ed Diag	\$78.00
Goal Writing by MHP/ED Diag	\$64.00
Bilingual Evaluation Coordination and Results Summary by MHP/Ed Diag	\$351.00

	<b>Per Service</b>
SLP Assessments Bundle	
Screening by SLP	\$81.00
Bilingual Screening by SLP	\$137.00
Evaluation Coordination and Results Summary by SLP	\$281.00
Evaluation Coordination and Results Summary by Bilingual SLP	\$318.00
Review of Records by SLP	\$137.00
Additional Assessment by SLP	\$79.00
Articulation Standard Assessment by SLP	\$119.00
Auditory Processing Assessment by SLP	\$132.00
Early Childhood Language Assessment by SLP	\$180.00
Fluency Standard Assessment by SLP	\$165.00
Language Standard Assessment by SLP	\$235.00
Pragmatic Language Standard Assessment by SLP	\$137.00
Phonological Process Analysis by SLP	\$69.00
Phonological Processing Assessment by SLP	\$119.00
Supplemental Language Screener by SLP	\$64.00
Spanish Language Standard Assessment by SLP	\$235.00
Spanish Language Select Subtests by SLP	\$99.00
Spanish Auditory Processing Select Subtests by SLP	\$134.00
Additional Bilingual Assessment by SLP	\$99.00
Spanish Articulation Measures (SAM) by SLP	\$94.00
Spanish Articulation Standard Assessment by SLP	\$109.00
Extended Coordination by SLP	\$69.00
Language Difference vs. Disorder Analysis by SLP	\$104.00
Unplanned Student Absence SLP	\$56.00
Parent Interview by SLP	\$69.00
Teacher Interview by SLP	\$69.00

Bilingual Parent Interview by MHP/Ed Diag	\$64.00
Bilingual Results Meeting by MHP/Ed Diag	\$128.00
Bilingual Review of Records by MHP/Ed Diag	\$562.00

Student Interview by SLP	\$69.00
Results Meeting by SLP	\$137.00
Bilingual Evaluation: Special Considerations	\$36.00
Rating Scale Assessment by SLP	\$137.00
AAC Evaluation: Special Considerations	\$36.00
AAC: Device analysis	\$69.00
AAC: Device trial	\$36.00
AAC: Feature matching trials	\$36.00
Speech-Language Sample by SLP	\$137.00
Observation by SLP	\$104.00
Schoolwide Support by SLP	\$74.00
Goal Writing by SLP	\$59.00
Additional Bilingual Meeting by SLP	\$59.00
Additional Bilingual Paperwork by SLP	\$59.00
Additional Requested Meetings by SLP	\$59.00
Additional Requested Paperwork by SLP	\$59.00
Bilingual Parent Interview by SLP	\$59.00
Bilingual Results Meeting by SLP	\$116.00
Bilingual Student Interview by SLP	\$59.00

# Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

<b>PRESENCELEARNING, INC:</b>	<b>CUSTOMER:</b>
By: Name: Title: Date:	By: Name: Title: Date:

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of the latter signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each Presence and Customer may individually be referred to as a “Party” and collectively referred to as the “Parties”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Presence and Customer, hereby agree as follows:

**1. Structure of the Agreement.** This MSA shall apply each time Customer engages with Presence for the provision of services and/or products, including, if applicable, the assessments set forth on <https://presence.com/school-and-district-customer-assessments/> and any documentation, records, notes, or reports created in connection with such services (collectively, “Services”). The Services shall be described in one or more schedules (each, a “Schedule”), service orders (each, a “Service Order”), and/or exhibits (each, an “Exhibit”), each of which shall reference this MSA and, with respect to each Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This MSA and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).

**2. Fee and Payment Terms.** Customer shall pay all fees (collectively, “Fees”) specified in the Schedule or Service Order for the Services being purchased. Fees are due and payable thirty (30) calendar days from the date of invoice unless specified otherwise in any applicable Schedule or Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on Presence’s income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to Presence, Customer will be invoiced for any applicable taxes.

**3. Term; Termination; Effects of Termination.**

3.1. Term. The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the “Term”). Each Incorporated Document shall have the term specified therein.

3.2. Termination. This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2); provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Services rate (if Weekly Dedicated Hours are included in the Service Order).

3.3. Effects of Termination. Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or

expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

#### **4. Services and Platform; Platform Specifications; Device Requirements and Security.**

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). For purposes of this Agreement, "Authorized Users" means (i) Customer's students who are receiving Clinical Services, (ii) Customer's staff members who support the delivery of Clinical Services (including Primary Support Persons, administrators, and support staff involved in service coordination), and (iii) any additional Customer personnel for whom separate Platform licenses have been purchased as set forth in the Platform License Schedule. Clinical Services includes a limited, non-exclusive, revocable license for Authorized Users to access and use the Platform solely in connection with the delivery of Clinical Services during the applicable Service Order Term. Customer may purchase Platform licenses as set forth in the Platform License Schedule.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see the tech specifications and product recommendations at <https://presence.com/setup/>. Presence will provide technical support on weekdays between 8:00 AM and 8:00 PM (Eastern Time).

#### 4.3. Platform Restrictions.

4.3.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may suspend or terminate Customer's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer nor its authorized users may:

4.3.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.3.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.3.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualize minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.3.2.4. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

4.3.2.5. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of the Platform.

4.4. Platform Links. The Platform may contain links to other websites (“Linked Sites”), such as for YouTube videos, which may be used during the provision of Clinical Services. Presence does not have control over the content of these Linked Sites, including any links within them or any changes or updates made to the Linked Sites.

#### 4.5 Device Requirements and Security.

4.5.1. Customer Devices. Customer shall ensure that all students receiving Services under this Agreement access the Platform through Customer-provided and Customer-managed devices that meet Presence’s security specifications. Customer warrants that it will not permit students to access the Platform or receive Services through personal devices or any devices not directly managed and secured by Customer.

4.5.2. Security Standards. Customer shall maintain appropriate security measures on all devices used to access the Platform, including but not limited to current anti-malware software, regular security updates, appropriate firewall protection, and administrative controls that prevent unauthorized software installation.

4.5.3. Service Suspension. Presence reserves the right to temporarily suspend Services to any specific student or Customer if Presence reasonably determines that a device used to access the Platform poses a security risk to Presence’s systems or other users. Presence shall promptly notify Customer of any such suspension and the steps required to remediate the security concern and/or resume Services.

4.5.4. Liability for Non-Compliance. Customer acknowledges that failure to comply with this Section 4.5 may result in disruptions in Presence’s services, damage to Presence’s systems, or other business impacts. Customer shall reimburse Presence for costs related to service interruptions and remediation resulting from Customer’s failure to comply with this Section 4.5.

4.6 Platform Improvements. Customer grants Presence the right to use feedback, operational insights, and anonymized service delivery data to improve the Platform. Presence shall own all such improvements.

### 5. **Parties’ Proprietary Rights; Subprocessors; Privacy Laws.**

5.1. Customer Proprietary Rights. Customer retains all rights, in and to all data, student data, files, reports and information provided by Customer, its Authorized Users, or that is generated from Customer’s use of the Services (“Customer Data”), excluding Presence’s proprietary algorithms, methodologies, and anonymized data as specified in Section 8. During the Term, Customer grants to Presence, solely in connection with Presence’s performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

5.2. Customer Limited License Grant. Customer grants to Presence the limited right to use Customer’s name, logo and/or other marks for the sole purpose of listing Customer as a customer in promotional materials. Customer may revoke this grant at any time by notifying Presence in writing.

5.3. Presence Proprietary Rights. Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence (collectively, “Presence Intellectual Property”).

5.4. FERPA. In connection with the performance of Services, Presence may have access to education records (“FERPA Records”) that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations (“FERPA”). To the extent that Presence has access to FERPA Records, Presence is deemed a “school official” and may use FERPA Records solely for the specific “legitimate educational purposes” as defined under FERPA. Student records disclosed to Presence by Customer and maintained within Platform are by

definition “education records” under FERPA and not “protected health information” under HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to Student Health Records. Presence’s FERPA policy may be accessed at <https://www.presence.com/about/ferpa/>.

5.5 **Subprocessors and Third-party Service Providers.** Presence will ensure that all agreements with subprocessors and third-party service providers to whom or which Presence may disclose Student Data (as defined by FERPA) in connection with the provision of Services contain provisions that: (i) require compliance with FERPA, HIPAA, and applicable state student privacy laws; (ii) prohibit the use of Student Data for any purpose outside the scope of the contracted services; (iii) prohibit the sale, disclosure, or other use of Student Data for any independent commercial purpose; and (iv) specifically prohibit the use of unanonymized Student Data for the training, development, or improvement of automated, algorithmic, or similar processing systems. A current list of Presence’s subprocessors is available in Presence’s Trust Center at <https://trust.presence.com/>.

5.6. **HIPAA.** To the extent Presence has access to or receives any protected health information (as defined under HIPAA), Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

5.7. **State Privacy Laws.** Presence is, and shall remain, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

## **6. Advanced Platform Features.**

6.1 **Advanced Platform Features.** The Platform may incorporate automated and algorithmic processing technologies (“Advanced Platform Features”) that utilize Student Data, Customer Class Schedules, and related information to facilitate the scheduling of Services, enhance Service delivery and documentation, and support the administrative functions of Presence and its clinicians. Prior to deployment, all Advanced Platform Features that process Student Data undergo a formal internal privacy and security review to assess data handling practices, access controls, and compliance with applicable law, including FERPA, HIPAA, and applicable state student privacy statutes. Presence maintains human oversight across all workflows in which Advanced Platform Features are utilized, and no automated output that affects a student's clinical record, session documentation, or scheduling shall be finalized without review and confirmation by a qualified Presence clinician or authorized personnel. Presence will implement and maintain technical and organizational safeguards to ensure that Student Data processed through Advanced Platform Features receives the same level of protection and confidentiality as data processed through traditional means.

6.2 **Future Platform Features.** Presence is committed to developing new Platform features in a manner that prioritizes student privacy, educational integrity, and regulatory compliance. Where a new feature would materially affect the student experience or involve new categories of Student Data processing, Presence will provide Customer with advance written notice at least thirty (30) days prior to deployment. Customer acknowledges that it is solely responsible for determining whether any such new feature requires additional parental or guardian consent under FERPA, HIPAA, or applicable state law, and for obtaining any such consents before permitting student use of or exposure to the new feature. Presence will make reasonable efforts to provide Customer with relevant feature documentation.

7. **Session Recordings.** A student session may be recorded (each, a “Session Recording”) in order to enable (i) clinicians to review interactions with students after sessions have ended and (ii) Presence to assess and improve the Platform and Presence’s services. Customer is solely responsible for obtaining the necessary consents from the parents and/or guardians of the students for the Session Recordings. Customer retains ownership of all Session Recordings. Presence may use Session Recordings for clinical review and to assess and improve the Platform and Presence services, including internal training, and for no other purpose. Presence will maintain the confidentiality of

the Session Recordings. Unless directed otherwise by Customer, Presence shall periodically destroy the Session Recordings and any underlying data.

**8. Anonymous Data.** Customer acknowledges and agrees that Presence is permitted to compile and use statistical or otherwise de-identified, non-personally identifiable information obtained by Presence during the provision of Services and use or transfer such information for any proper business purposes; provided, however, that such data has been fully de-identified and cannot reasonably be linked to an identifiable individual, taking into account applicable legal standards. Presence may use such de-identified information solely for the following purposes: (a) internal analytics and service improvement; (b) research and development of Presence's educational services, applications, and features; (c) to demonstrate the effectiveness of the Services; (d) to optimize therapy delivery methodologies; (e) for aggregate statistical analysis and reporting; (f) to help develop and improve its automated and algorithmic processing systems used to deliver the Services; and (g) use aggregated information publicly to show trends about the general use and performance of the Services.

**9. Transcription Services.** Presence may transcribe therapy sessions to support automated notetaking, clinical documentation assistance, and the generation of SOAP notes ("Transcription Services"). Session audio and related session data may be processed through automated systems to produce the resulting transcriptions ("Transcriptions"). Customer retains ownership of all Student Data contained within the Transcriptions. Presence warrants that the Transcriptions will be reasonably accurate but acknowledges that errors may occur due to the nature of automated processing, and Presence will not be liable for any damages arising from such errors unless they result from Presence's gross negligence or willful misconduct. Presence will not use the Transcriptions or the underlying session data for any purpose other than providing the Services and will maintain the confidentiality of the Transcriptions in accordance with this Agreement. Customer is solely responsible for obtaining all necessary consents from parents and/or guardians of students prior to enabling the Transcription Services. Unless otherwise directed by Customer, Presence shall periodically destroy the underlying recordings and Transcriptions in accordance with its data retention practices.

**10. Confidentiality.**

10.1. Confidential Information. All information disclosed by one Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information."

10.2. Exceptions. Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

10.3. Nondisclosure. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, "Representatives") who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 9.3 by any of such Parties' Representatives.

**11. Clinician Conversion; Conversion Fee.**

11.1. Clinician Conversion. During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 11.

11.2. Conversion Fee. During any Service Order Term, and for a period of twelve months thereafter, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Customer (the “Conversion Effective Date”): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$20,000.

## **12. Indemnification.**

12.1. Indemnification by Customer. Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer’s or its Authorized Users’ illegal behavior or conduct (collectively, “Presence Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

12.2. Indemnification by Presence. Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence’s activities and obligations under this Agreement (collectively, “Customer Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

12.3. Conditions of Indemnification. The obligations set forth in Sections 12.1 and 12.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

## **13. Limitation of Liability.**

13.1. DAMAGE DISCLAIMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. GENERAL DAMAGE CAP. IN NO EVENT SHALL PRESENCE BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

14. **Disclaimer of Warranties.** Except as otherwise set forth herein, the Services and Platform are provided “as is” without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer’s requirements

or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Presence disclaims all liability for any actions resulting from Customer's use of the Platform. Customer understands that Customer's use and access to the Platform is at Customer's own discretion and risk. If Customer Authorized Users upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, or deletion of the materials.

## **15. Representations and Warranties.**

15.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform's necessary specifications and functionality and found it suitable for Customer's needs; (c) shall be fully responsible for providing, maintaining, and ensuring the security of all devices used by students to access the Platform and receive Services, and shall ensure that all such devices comply with Presence's security requirements and specifications.

15.2. Presence. Presence represents and warrants that Presence: (a) has the full right, power, and authority to enter into this Agreement and (b) has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Presence, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

## **16. Miscellaneous.**

16.1. Compliance with Laws. Each Party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

16.2. Competitors. Customer agrees, and will ensure its Authorized Users comply, to not share or make available the Platform or Presence Intellectual Property to a competitor of Presence.

16.3. Survival. Sections 2, 4 – 7, 10 – 14, and 16 will survive expiration or termination of this Agreement.

16.4. Amendments and Modifications. Any amendments and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

16.5. Third Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

16.6. Assignment. Customer shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Presence and any attempt to do so will be null and void. Presence may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.

16.7. Force Majeure. Neither Party shall be liable for failing or delaying the performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics, or other acts of God, labor conditions, power failure, and Internet disturbances. Presence will not be responsible for receiving data, queries, or requests directly from Customer's Authorized Users.

16.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

16.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presence.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

16.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

16.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

16.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

16.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

16.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date.

<b>PRESENCELEARNING, INC:</b>	<b>CUSTOMER:</b>
By: Name: Title: Date:	By: Name: Title: Date:

## MATERIALS PURCHASE SCHEDULE

This Materials Purchase Schedule (the “Materials Purchase Schedule”) is incorporated and made part of the Master Services Agreement (the “MSA”) between Presence and Customer and lists the terms and conditions upon which Customer may purchase Test Kits and OT Kits (collectively “Materials”) from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

### 1. WISC-V and WAIS-IV Kits.

1.1 Purchase of WISC-V Kits and/or WAIS-IV Kits. If Customer has access to WISC-V and/or WAIS-IV assessments, Customer may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS-IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

1.2 Tracking and Return of Kits. Customer understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, Customer must arrange for the return of the Test Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to Presence that the Test Kits are in Customer’s possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a Customer’s student once it has been used.

2. **OT Kits.** Customer may purchase Occupational Therapy Kits (each, an “OT Kit”) for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

### 3. Delivery and Delivery Address; FOB; Delivery Dates.

3.1 Delivery and Delivery Address. Presence will ship Materials to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Materials. If Customer provides an incorrect address, then Customer will purchase replacement Materials that will be delivered to the correct address. If Materials are misdelivered due to Presence’s error, Presence will promptly ship the replacement Materials to the correct address at no cost to Customer.

3.2 FOB. Presence shall ship and deliver the Materials FOB destination, and the title to and risk of loss of the Materials will pass to Customer upon delivery. Materials are deemed received and accepted upon delivery to the address provided by Customer.

3.3 Delivery Dates. All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4. **Fees; Payment.** Customer agrees to pay for the Materials according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

5. **Disclaimer of Warranty.** Presence is not the manufacturer of the Materials, and the Materials are being sold “as is,” and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for a particular purpose.

6. **Delay or Failure to Perform.** Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence’s control.

## CLINICAL SERVICES SCHEDULE

This Clinical Services Schedule (“Clinical Services Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Services Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Services Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

- 1. Clinical Services.** This Clinical Services Schedule lists the services Customer may purchase, referenced by discipline type, which services may be purchased on an annual, weekly dedicated, or hourly basis (other fees may apply), and include direct clinical therapy, indirect clinical services, collaboration of IEP development, and attendance to meetings via the Platform (collectively, “Clinical Services”).
- 2. Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Customer’s Authorized Users and Presence’s clinical providers (each, a “Clinician”, and, collectively, “Clinicians”). During the Service Order Term, Presence grants Customer and its Authorized Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.
- 3. Fees and Payment Terms.** Customer shall pay all Fees as specified in the applicable Service Order. Fees for Clinical Services include the use of Platform for Authorized Users.
  - 3.1. Annual Flat Fee. The Service Order may provide for the payment of all, or a portion of, the Fees set forth in the applicable Service Order upon execution of the Agreement, if so, all such Fees shall be non-refundable.
  - 3.2. Weekly Dedicated Hours.
    - 3.2.1. Dedicated Services Period; Available Clinicians. The Service Order may provide for a specified number of hours per week (collectively, “Weekly Dedicated Hours”) of dedicated Clinical Services (collectively, “Weekly Dedicated Services”) for a specified number of weeks (the “Dedicated Services Period”). During the Dedicated Services Period, Customer will be charged for the Weekly Dedicated Hours for Clinicians qualified to provide the applicable Clinical Services within the Customer’s state (each, an “Available Clinician”). Customer may reduce the number of weekly dedicated hours upon sixty (60) days’ notice to Presence.
    - 3.2.2. Additional Verifications and Credentialing. If Customer requires an Available Clinician to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications) in addition to the background checks described in Section 4.1 below, (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed using Weekly Dedicated Hours, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer’s sole cost and expense.
    - 3.2.3. Initial Non-Psychoeducational Assessments. Weekly Dedicated Services shall include initial Non-Psychoeducational Assessments (as defined in Section 3.5) for the applicable Weekly Dedicated Services and all such initial Non-Psychoeducational Assessments shall be conducted within the Weekly Dedicated Hours.
    - 3.2.4. Speech-Language Pathology Therapy Specializations. Speech-language pathology Weekly Dedicated Services shall include Services for students requiring Augmentative Alternative Communication (AAC), American Sign Language (ASL), Deaf and Hard of Hearing (DHH), and Visually Impaired (VI) assistance.
    - 3.2.5. Additional Services. Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in the Service Order. Any assessments conducted outside of Weekly Dedicated Hours shall be invoiced at the applicable rates set forth in the Service Order.

3.3. Flexible Hours.

3.3.1. Flexible Hourly Services. The Service Order may provide for flexible hourly services (“Flexible Hourly Services”) for a particular Service, the applicable Fees for which shall be based on a per hour, per Clinician basis.

3.3.2. Additional Verifications and Credentialing. If Customer requires any Clinician providing Flexible Hourly Services to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed at the applicable hourly rate, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer’s sole cost and expense.

3.3.3. Clinician Availability. Presence will use commercially reasonable efforts to provide the Flexible Hourly Services throughout the Service Order Term.

3.3.4. Unplanned Student Absences. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an “Unplanned Student Absence”), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be invoiced at the applicable rate set forth in the Service Order.

3.4. Assessments. If applicable, the Service Order may specify that Presence will provide assessments (e.g., Non-Psychoeducational Assessments and Psychoeducational Assessments (as defined in Section 3.6)). The applicable rates for assessments will be set forth in the Service Order. Certain assessments may be administered through or scored using specialized third-party assessment platforms (“Assessment Platforms”). Where an Assessment Platform is utilized, Customer acknowledges that Student Data relevant to the applicable assessment may be submitted to and processed within that platform, and that such data will be subject to that platform’s terms of service and privacy policy.

3.5. Non-Psychoeducational Assessment Commitment. The Service Order may specify a commitment (the “Non-Psychoeducational Assessment Commitment”) for (i) behavioral and mental health assessments (each, a “BMH Assessment” and, collectively, “BMH Assessments”), (ii) occupational therapy assessments (each, an “OT Assessment” and, collectively, “OT Assessments”), and/or (iii) speech-language pathology assessments (each, an “SLP Assessment” and, collectively, “SLP Assessments”, and together with the BMH Assessments and the OT Assessments, the “Non-Psychoeducational Assessments”) for the Service Order Term (the “Non-Psychoeducational Assessment Commitment”). Screenings, review of records, and evaluations may count towards the Non-Psychoeducational Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Non-Psychoeducational Assessment Commitment against the actual amounts invoiced for Non-Psychoeducational Assessments conducted during the Service Order Term, and Customer will be invoiced for any shortfall between the Non-Psychoeducational Assessment Commitment and such actual amounts. Following Customer’s satisfaction of the Non-Psychoeducational Assessment Commitment, additional Non-Psychoeducational Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.

3.6. Psychoeducational Assessment Commitment. The Service Order may specify a commitment (the “Psychoeducational Assessment Commitment”) for psychoeducational assessments (each, a “Psychoeducational Assessment” and, collectively, “Psychoeducational Assessments”) for the Service Order Term (the “Psychoeducational Assessment Commitment”). The Psychoeducational Assessment Commitment shall be due and payable in full at the beginning of the Service Order Term and shall be non-refundable. Following Customer’s satisfaction of the Psychoeducational Assessment Commitment, additional Psychoeducational Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service

Order.

3.7. Program Readiness. At the beginning of the Service Order Term, Presence will invoice Customer for technology onboarding, Clinician onboarding, training onsite support, developing procedures, and gathering data to create service handbooks. Customer will be invoiced for Program Readiness for each additional clinical discipline of Services purchased during the Service Order Term. Program Readiness is non-refundable.

3.8. Program Management. Beginning in the first month in which Services are provided, each monthly invoice will include Program Management for ongoing scheduling and referral management, support for school personnel, and district-level communication to Clinicians. Program Management is non-refundable.

3.9. Smart Start Onsite Implementation Services. The Service Order may provide for Smart Start Implementation Services, which shall be performed as described in the Smart Start Onsite Implementation Schedule which is incorporated and made part of this Clinical Services Schedule.

3.10. Additional Services. The Service Order may provide for additional services the applicable fees for which shall be set forth in the Service Order.

#### **4. Background Checks; Primary Support Person; Supporting Documentation; District Equipment.**

4.1. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks on all its Clinicians. Clinicians providing Clinical Services in the State of California will undergo an additional California Department of Justice fingerprint background check and Clinicians providing Clinical Services in the State of Texas will obtain an additional Texas Department of Public Safety background clearance. Any additional background checks or clearances will be conducted at Customer's sole expense.

4.2. Primary Support Person. Customer agrees to provide an adult primary support person (a "PSP") wherever the services are being delivered, which shall provide student support and assistance, technological support, assist with sessions as directed by the Clinician, and ensure communication and coordination among the Clinician, teachers, and students with respect to scheduling of Services, absences, and related matters.

4.3. Supporting Documentation. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin providing Clinical Services.

4.4. District Equipment. Customer is solely responsible in providing Customer's students with the necessary internet and equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets, needed to receive Clinical Services.

## PLATFORM LICENSE SCHEDULE

This Platform License Schedule (“Platform License Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

**1. Definitions.** With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

“Authorized Users” or “Authorized User” includes Customer’s teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

“Improvement” means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

“Personal Information” and/or “PI” means information that can identify a specific individual.

“Student Data” means any PI belonging to a Student User.

“Student User” or “Student Users” means the Customer’s students currently enrolled at Customer’s organization.

“Telehealth Institute” means proprietary self-guided training modules.

“Therapy Room” means a clinician-specific, web-based, private online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

### **2. License.**

**2.1 License Grant.** During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the “License”). Each License purchased by Customer permits use of the Services by one (1) individual Authorized User only (e.g., via unique login credentials). Customer shall not permit any login credential to be shared, transferred, or used by more than one individual, whether concurrently or on a rotating basis. Each Authorized User must maintain separate login credentials, and Customer is responsible for all use of the Services under its accounts. Customer may reassign login credentials to a new Authorized User.

**2.2 Business Use.** Customer agrees that it will inform and instruct its Authorized Users that the Platform and Presence Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer’s Student Users (“Business Use”). Authorized Users may not use the Platform or any Presence Intellectual Property for personal or independent business purposes. The use of the Platform and/or Presence Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.

**2.3 Disclosure of Improvements and Developments.** Unless otherwise provided herein, Presence will have no obligation to disclose to Customer any Platform Improvements.

**2.4 Acknowledgements.** Customer acknowledges and agrees that Presence is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCE SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.

**3. Platform Fees.** The Annual Fee for use of the License shall be set forth in the Service Order and is non-refundable and payable within thirty (30) days of the signing of the Platform License Schedule.

**4. Service Options:**

Subscription Option	Description
Kanga Elite for Speech and Language Pathologists	<ul style="list-style-type: none"> <li>• Unlimited access to private therapy room, activities, and games</li> <li>• Organizational and documentation tools</li> <li>• Administrator Dashboard for tracking account usage</li> <li>• Unlimited access to all assessments related to speech language pathology</li> </ul>
Kanga Elite of Occupational Therapists	<ul style="list-style-type: none"> <li>• Unlimited access to private therapy room, activities, and games</li> <li>• Organizational and documentation tools</li> <li>• Administrator Dashboard for tracking account usage</li> <li>• Unlimited access to all assessments related to occupational therapy</li> </ul>
Kanga Elite for School Psychologists	<ul style="list-style-type: none"> <li>• Unlimited access to private therapy room, activities, and games</li> <li>• Organizational and documentation tools</li> <li>• Administrator Dashboard for tracking account usage</li> <li>• Unlimited access to all assessments, including speech, cognitive ability, processing, and academic achievement assessments</li> </ul>
Kanga Elite for Special Educators	<ul style="list-style-type: none"> <li>• Unlimited access to private therapy room, activities, and games</li> <li>• Organizational and documentation tools</li> <li>• Administrator Dashboard for tracking account usage</li> <li>• Unlimited access to academic achievement assessments</li> </ul>
Kanga for Therapy	<ul style="list-style-type: none"> <li>• Unlimited access to private therapy room, activities, and games</li> <li>• Organizational and documentation tools</li> <li>• Administrator Dashboard for tracking account usage</li> </ul>

Customer may designate alternate Authorized Users for any Kanga service option and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.



Agreement between

**COOR ISD**

and

***Vision Consulting, LLC***

August 15, 2026 - June 30, 2027

This agreement is made by and between COOR ISD (Hereinafter called the Contractor) and Vision Consulting, LLC (Hereinafter called the Subcontractor) and supersedes any previous agreements between the parties hereto.

The Contractor having a physical address of 11051 N Cut Road, Roscommon, MI 49653 and Subcontractor of 8961 River Road, Manistee, MI 49660.

The Contractor and Subcontractor agree to create a formal cooperative working relationship in order to deliver Teacher Consultant for the Visually Impaired services for the 2026 - 2027 school year.

Subcontractor agrees to provide the following as an independent contractor:

Provide vision services to students, teachers and parents and/or guardians. These services may include individual, individual therapeutic or consultations as per the IEP/IFSP.

**CONTRACTOR TO PROVIDE:**

1. Access for each student's IEP/IFSP through EdPlan.
2. Access to EdPlan Wizard application for MedBill notations and Progress Reports.
3. Access to school buildings for designated students.
4. Designated contact staff information for services.
5. COOR ISD email address.
6. Contact regarding snow days, half days due to incremental weather no later than 6:00 a.m. of such days.

**SUBCONTRACTOR ESSENTIAL JOB FUNCTIONS:**

1. Direct/consultative services will be provided during designated days/hours of 8:00 am to 3:30 pm not including driving time.
2. Maintain MedBill (non-billable).
3. Ability to work remotely including online meetings (ZOOM/Google Meet enabled).
4. Follow established policies, practices and procedures in terms of duty and responsibilities of the position by the Assistant Superintendent and/or administrators.
5. Provide direct and/or consultative instruction to students, teachers and/or EO staff based upon the student's IEP/IFSP.
6. Maintain open communication with administrators, staff and parents/guardians.
7. Maintain accurate records.

8. Maintain a cooperative, harmonious relationship with professionals and others within the school and home setting which fosters recognition and respect for every individual.
9. Follow school building rules, policies and procedures outlined by the building principal.
10. Follow all health and safety rules, policies and procedures.
11. The position is considered at risk for exposure to Hepatitis B and may come in contact with hazardous chemicals.
12. Perform duties according to the Contractor's safety rules, policies and procedures.
13. Knowledge of common safety hazards and necessary safety precautions for self and others in order to sufficiently establish a safe work environment, and to use principles of safety and to perform skills protecting the health and safety of self, students, and others.
14. Ability to use principles controlling exposure to blood borne pathogens.

**SUBCONTRACTOR CRITICAL SKILLS/EXPERTISE/QUALIFICATIONS:**

1. Certified by the State of Michigan Department of Education Office of Preparation and Certification Services as a Teacher Consultant for the Visually Impaired.
2. Maintains a current LLC license through the State of Michigan
3. Maintains a current liability policy.

**REPORTS TO:** Director of Special Education

**CONTRACT PAY:**

The Contractor agrees to contract with Subcontractor at an hourly billable rate of \$90.00 during the 2026 - 2027 school year. This rate is inclusive of driving time from point A (home) to schools and driving back to point A.

Students who are absent or otherwise unavailable with the exception of snow days are payable at the regular hourly rate plus mileage.

Mileage will be paid at the rate approved by the Internal Revenue Service for mileage incurred starting at point A to schools with returning to point A. Current IRS approved rate is .725 (01/01/2026) per mile. Mileage will be included in an invoice submitted to the Director of Special Education.

Subcontractor is responsible for all taxes, retirement, insurance, etc.

Any payments for fees or costs not received by Subcontractor within 30 calendar days of the postmarked date will be deemed late and shall be subject to a 1.5% per month (18% annual) late charge, beginning on the due date. Contractor agrees to be responsible for Subcontractor's costs in collecting late payments, including reasonable attorney's fees.

**Cancellation:**

Either party may terminate this agreement by submitting a written notice of 30 days.

**Assignment:**

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

**Governing Law:**

This Agreement shall be governed by the laws of the State of Michigan.

By \_\_\_\_\_  
COOR ISD (Contractor)

Title: \_\_\_\_\_  
DISTRICT Representative

Date:

AND

By \_\_\_\_\_  
Rebecca Wright/Teacher Consultant for the Visually Impaired

Subcontractor: *Vision Consulting, LLC* \_\_\_\_\_

Date:



**Elevate Therapy Company**  
**1770 E. Rock Rd. Farwell, MI 48622**  
**apoet@elevatetherapyco.com**  
**(989) 429-8138**

## **Speech-Language Therapy Contract Agreement**

Elevate Therapy Company, LLC (“Company”) and C.O.O.R. ISD (“School”) (each a “Party” and both the “Parties”) mutually agree as follows:

1. A licensed speech-language pathologist associated with Company, will provide Speech-Language Services to the School beginning 06/16/2026 and continuing until 08/15/2026 otherwise terminated by either Party, for any reason or no reason at all, given 7 days notice (the “Term”). Billing a total of 7 billable hours per week not to exceed 10 hours per week (“Billable Hours”).

1.2 Contract dates are subject to change. The parties acknowledge and agree that the Start Date and End Date are stated for administrative convenience and are not intended to, and do not, provide for a stated duration of the contract period. Unless otherwise notified, when the end date set forth above has elapsed, this Agreement shall be deemed to have been extended beyond the original end date on a month-to-month basis, on the same terms and conditions stated herein, until such time as the above mentioned project is completed, or Company provides 30-day prior written notice of a refusal to extend this Agreement.

### **1. “Speech-Language Services” are:**

1.1 Therapy services provided by a licensed and certified speech-language pathologist.

1.2 Any, all or some of the following:

1.2.1. Screening of speech-language and dysphagia disorders.

1.2.2. Diagnosis of speech-language and dysphagia disorders.

1.2.3. Treatment of speech-language and dysphagia disorders.

1.2.4. Preparation of materials necessary for such treatment.

1.2.5. Record keeping and documentation.



1.2.6. Report writing.

1.2.7. Writing speech-language IEP goals and objectives.

1.2.8. Consultation with school officials and families.

1.2.9. Attendance at IEP and other meetings as necessary.

## **2. Compensation:**

2.1 Company shall be compensated \$80.00 an hour for all Speech-Language Services provided in monthly payments consistent with current pay schedule.

2.2. All amounts payable under this Agreement shall be paid directly to Company.

2.3. In the event that additional or less hours are actually completed, Company shall adjust the invoice to reflect the actual number of hours worked multiplied by an hourly rate of \$80.00 and such product become due and payable within fifteen (15) days of invoice to School.

## **3. Company Responsibilities:**

3.1. Company shall provide Speech-Language Services to a standard of quality typical of professionals in the speech-language industry.

3.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.

3.3. Company shall obtain and maintain comprehensive professional liability insurance with limits of not less than \$1 million per occurrence / \$6,000,000 Annual Aggregate and general liability insurance with limits of not less than \$1 million per occurrence / \$2,000,000 Annual Aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Company and School against liability or claims of liability which may arise out of Company's provision of services under this Agreement.

3.4. Company will communicate with the hired speech-language pathologist(s) per any adjustments that the school is inquiring to make.



3.5. Company shall be solely responsible for all tax obligations, including but not limited to federal, state, and local taxes, payroll taxes, and any other financial liabilities associated with compensation for its employees or contractors. The School shall not be responsible for withholding, reporting, or paying any such taxes on behalf of the Company.

#### **4. School Responsibilities:**

4.1. School will use commercially reasonable efforts to assist Company in providing Speech-Language Services.

4.2. School will provide a clean, quiet, and private treatment space as well as any materials or support services required by Company.

4.3. School will communicate directly with Company owner for any adjustments that need to be made for the position(s).

4.4. School will keep Contract Agreement and information disclosed in this agreement confidential and only shared amongst the Parties involved, unless given permission by Company.

#### **5. General Terms:**

5.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimiles or a scanned copy and shall be deemed original.

5.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing by authorized representatives of both Parties.

5.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.

5.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Michigan, without giving effect to its choice of law rules.



If services vary from the contracted number of hours in paragraph one above, due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the invoice.

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Authorized Signature for the School/District

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Date

*Ashton E. Poet*

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Jun 15, 2026

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Ashton Poet, Founder & CEO  
Elevate Therapy Company, LLC

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Date



## SCHOOL SOCIAL WORKER PROVIDER SCHOOL SERVICE AGREEMENT

THIS AGREEMENT is made this 1st day of July 2026 by and between Michelle Lynn Therapy, PLC (DBA Fun First Therapy), a Michigan Professional Limited Liability Company (the “Provider”), and C.O.O.R (ISD), of Coor Intermediate School of 11051 N Cut Rd, Roscommon, MI 48653 (the “School”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties herein agree as follows:

1. **TERM.** The Term of this agreement shall commence on July 1, 2026, and end on June 30, 2027, unless renewed.
2. **PURPOSE.** The Provider shall supply a licensed master of social work (LMSW) (the “Therapist” or “Therapists”) to the School. The Provider shall supply one or more Therapists to cover the following Location(s):
  - A. Charlton Heston Academy: up to 23 hours/week
  - B. Crawford K-12: up to 24 hours/week
  - C. Mio PreK-12: up to 24 hours/week
  - D. Houghton Lake: up to 16 hours/week

All hours will be based on the School academic calendar. The Provider shall have discretion as to how many Therapists to provide to fulfill the obligations outlined in this Section. The Therapist shall perform his/her duties and responsibilities as a school social worker for the School, in accordance with the terms of this agreement.

3. **HIRING/FIRING.** The Provider shall have full discretion as to decisions regarding hiring and firing of Therapists. The School may request that the Provider replace a Therapist, with or without cause, with forty-five (45) days advance notice. The School shall give the Provider a minimum of forty-five (45) days to find and provide a replacement Therapist(s).
4. **ESSENTIAL FUNCTIONS OF THERAPIST.** All Therapists shall provide the following services to the School:
  - a. Participate as a member and team coordinator when necessary for MET (Multidisciplinary Evaluation Team) and/or IEPT (Individualized Education Program Team) when designated by the administrator/Designee.
  - b. Develop activities and provide direct instruction that aligns with goals and objectives as stated in the student’s IEP (Individualized Education Program).
  - c. Monitor the progress of each student on caseload and follow progress reporting requirements as written in each student’s IEP.

- d. Complete monthly Medicaid documentation for qualifying students required by the School, if necessary.
  - e. Update student documents as deemed necessary and as required by the law.
  - f. Maintained updated calendar or schedule with building principal and team members.
  - g. Communicate with all parents, staff, administrators, and outside agencies involved with each student on caseload.
  - h. Provide professional consultation and collaborate with classroom teachers to ensure the best possible outcomes for student success in the classroom setting as deemed necessary based on the IEPT's judgment.
  - i. Participate in school improvement activities such as student success teams, positive behavior support committees, etc. when designated by the administrator.
  - j. Follow school building rules and procedures as outlined in the school handbook.
  - k. Follow all health and safety standards and practices established by school building(s).
5. EXPERTISE/QUALIFICATIONS. The Provider agrees that all Therapists shall possess the following qualifications:
- a. Currently licensed, or eligible by the date of hire for licensure, by the State of Michigan, Department of Education, Office of Professional Preparation & Certification.
  - b. The Employee shall maintain active licensure at all times while working under this contract and any laps can result in immediate termination of contract.
  - c. The Provider will be responsible for the supervision of all Therapists working during the limited license period.
6. REPORTING. The Provider and the Therapists shall report to the District Designee and/or Director of Special Education.
7. EQUIPMENT. The School shall provide access to the following equipment: Assistive technology and communication devices, Computer, Printer, Copier, and Fax Machine. If the tele-therapy service delivery model is being used, a computer, webcam, headphones, and a strong connection to the internet will be required. If a strong connection is not maintained, a direct ethernet connection may be requested.
8. SPACE. The School shall provide a space that is deemed appropriate by the School and Provider. This may mean a separate space from the general classroom environment based on student needs.
9. SUPPORT STAFF. For all teletherapy services, the School shall provide a support staff person (i.e., paraprofessional, instructional aide, or equivalent) for all students. The Provider will allow the School a grace period of forty-five (45) days from the start of services to fill this position. If the School fails to provide the required support staff within the grace period, the Provider reserves the right to charge an

additional fee equal to twenty percent (20%) of the standard service fee per hour for all services provided until such time as the support staff position is filled.

10. SCHOOL RELATIONS SPECIALIST. The Provider provides a School Relations Specialist to facilitate communication and coordination between the School and the Provider's therapists. The time spent by the School Relations Specialist in performing these services is billable to the School at the Company's standard hourly rate for relation services, as set forth in the Compensation provision of this Agreement.
11. MATERIALS. Evaluation materials will be approved by the School and the Provider. Evaluation tools will be supplied by the School unless determined otherwise with the approval of the School and Provider.
12. SERVICE FEES AND ESTIMATES. The Company provides therapy services on an hourly rate basis. While the Provider may provide the School with an estimated annual or yearly cost based on anticipated hours, such estimates are for planning purposes only and are not binding. The School District agrees that the Company is not required to adhere to the estimated total, and actual charges will be calculated based on the actual hours of services provided at the agreed-upon hourly rate.
13. COMPENSATION.
  - a. For the performance of the agreed-upon services by the Therapist(s), the following Schools shall pay The Provider \$93.50 per hour for LMSW level clinicians. The School shall pay The Provider \$91.50 per hour for LLMSW level clinicians who have limited licensure and/or are completing their CFY. The amount paid to the Provider will be based on the hourly rate and determined based on timesheets with daily professional activity logs submitted to the Director of Special Education by the Provider bi-weekly.
  - b. Up to two hours per week per location will be billed at the same rate as the service delivery rate based on the Therapist's licensure and certification (\$91.50 or \$93.50) for work completed by The Provider's School Relations Specialist. These hours will include bi-weekly meetings, check-in's with the School administrators, staff, coordination of services, etc.
  - c. Additional hours will require approval by the Special Education Director of COOR Intermediate School. If additional hours are determined to be necessary for the remainder of the contract, based on workload and/or caseload increase, a new contract will be drafted and signed. The School shall pay all costs of attending conferences or professional developments that are considered part of the School Social Worker, part-time position and led, organized, and/or approved by the School. Costs for professional development and conferences attended may be considered additional hours if necessary to allow for weekly caseload maintenance.
  - d. No health insurance or retirement will be paid.
  - e. Unforeseen Circumstances (i.e. school shutdowns due to sickness, inclement weather, etc.) will be paid in full. Therapists will schedule indirect service

work (i.e. billing, planning, parent contacts, etc.) if and when these circumstances arise.

- f. Mileage will be paid at the rate approved by the Internal Revenue Service for the Therapist's mileage incurred while traveling from the closest starting location of either the Therapist's home or the Provider's office location of 1691 E US-23 East Tawas, MI 48730 to the School and return to the starting location. A Mileage Report will be submitted monthly.
- g. Drive time will be paid at the same rate as the service delivery rate based on the Therapist's licensure and certification (\$91.50 or \$93.50). for the time accrued while the Therapist is traveling between service delivery locations and from the closest starting location of either the Therapist's home or the Provider's office location of 1691 E US-23 East Tawas, MI 48730 to the School or service delivery location and return to the starting location. Drive time will be reported in the attached Timesheet Details Form sent with invoicing on a bi-weekly basis.

14. **PAYMENT TERMS.** The School shall remit payment for all properly issued invoices within thirty (30) days following receipt of the applicable invoice. Any amounts not paid within such thirty (30) day period shall be considered overdue and may be subject to a late fee of 10% of the outstanding balance, or the maximum rate permitted by applicable law, whichever is less, accruing until paid in full.

15. **COMPENSATION FOR THERAPIST PLACEMENT.** In the event that the School directly hires, engages, or contracts with any therapist who was introduced, referred, or provided by the Provider within twelve (12) months of the therapist's most recent provision of services through the Provider, the School agrees to pay the Provider a placement fee equal to twenty percent (20%) of the Provider's compensation it otherwise would have received, at the Provider's discretion.

This fee compensates the Provider for its role in facilitating the connection and transition of the therapist to the School and is payable within thirty (30) days of the therapist's separation from the Provider.

16. **DISTRICT RULES-REGULATIONS.** The Provider and the Therapists shall comply with all established rules and regulations governing personnel in the District of Roscommon County. In the event of any alleged breach thereof committed by the Provider or the Therapists, the School shall promptly notify the Provider in writing of such violation(s) including the factual basis thereof.

17. **CASELOAD LIMITATIONS AND REQUIRED APPROVALS.** The Provider and the School acknowledge that the contracted hours are based upon the anticipated number of students assigned to the Therapists caseload. Each student assigned to the caseload is estimated to require 0.8 hours of professional services per week. The School shall not increase the Therapists caseload beyond the number of students reasonably supported by the contracted weekly hours without the Provider's prior

written consent. The existence of an agreed maximum caseload shall not be construed as permitting the School to assign students up to that maximum if doing so would result in a caseload that exceeds the Therapist's contracted weekly hours as calculated. The Therapist shall have no obligation to provide services for additional students assigned in violation of this section until the parties have agreed in writing to revised hours.

18. COMPLIANCE WITH LAWS. In furnishing services hereunder, the Provider and the Therapists shall observe and abide by all applicable laws and the rules and regulations of any lawful regulatory body acting thereunder. The School is responsible for any criminal records and any unprofessional conduct checks as may be required by law.
19. NOTICES. All notices to be given by either party under the Agreement shall be in writing and delivered personally or by certified mail to the parties at the addresses set out at the beginning of the Agreement. Any mailed notices shall be effective immediately upon mailing.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. This Agreement may be amended or revoked only in writing and executed by both parties.
21. TERMINATION. Either party may terminate this agreement, with or without cause, with written notification forty-five (45) days before termination. If the School chooses to terminate the agreement prior to the end of the contracted term, an Early Termination Fee would apply to the Location(s) requesting early termination. In the event of such early termination, the School shall pay the Provider an amount equal to 30% of the remaining contract value as of the effective date of termination. The remaining contract value will be calculated using the average hours per week worked during the contract terms multiplied by the remaining number of weeks remaining based on the original contract end date. The Early Termination Fee would then be billed with the final invoice. This payment shall be made within 30 days following the effective date of termination.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the date written in the first paragraph of this agreement.

THE PROVIDER  
Michelle Lynn Therapy, PLLC  
(DBA Fun First Therapy)

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Michelle St. Aubin  
As: Member

THE SCHOOL  
(Name & Address of School)

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Shawn Petri  
As: Administration Superintendent



## SPEECH-LANGUAGE PATHOLOGIST PROVIDER SCHOOL SERVICE AGREEMENT

THIS AGREEMENT is made this 1st day of July 2026 by and between Michelle Lynn Therapy, PLC (DBA Fun First Therapy), a Michigan Professional Limited Liability Company (the “Provider”), and C.O.O.R (ISD), of Coor Intermediate School of 11051 N Cut Rd, Roscommon, MI 48653 (the “School”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties herein agree as follows:

1. **TERM.** The Term of this agreement shall commence on July 1, 2026, and end on June 30, 2027, unless renewed.
2. **PURPOSE.** The Provider shall supply speech-language pathologist(s) (the “Therapist” or “Therapists”) to the School. The Provider shall supply one or more Therapists to cover the following Location(s):
  - A. Mio K-12: up to 24 hours/week
  - B. Mio PreK: up to 10 hours/week
  - C. Fairview: up to 40 hours/week
  - D. Early On Fairview/Mio: up to 8 hours/week
  - E. Grayling: up to 23 hours/week
  - F. C.O.O.R. Educational Center up to 16 hours/week
  - G. West Branch: 40 hours/week maternity leave (ending November 1st, 2026)

All hours will be based on the School academic calendar. The Provider shall have discretion as to how many Therapists to provide to fulfill the obligations outlined in this Section. The Therapist shall perform his/her duties and responsibilities as a speech therapist for the School, in accordance with the terms of this agreement.

3. **HIRING/FIRING.** The Provider shall have full discretion as to decisions regarding hiring and firing of Therapists. The School may request that the Provider replace a Therapist, with or without cause, with forty-five (45) days advance notice. The School shall give the Provider a minimum of forty-five (45) days to find and provide a replacement Therapist(s).
4. **ESSENTIAL FUNCTIONS OF THERAPIST.** All Therapists shall provide the following services to the School:
  - a. Participate as a member and team coordinator when necessary for MET (Multidisciplinary Evaluation Team) and/or IEPT (Individualized Education Program Team) when designated by the administrator/Designee.

- b. Develop activities and provide direct instruction that aligns with goals and objectives as stated in the student's IEP (Individualized Education Program).
  - c. Monitor the progress of each student on caseload and follow progress reporting requirements as written in each student's IEP.
  - d. Complete monthly Medicaid documentation for qualifying students required by the School, if necessary.
  - e. Update student documents as deemed necessary and as required by the law.
  - f. Maintained updated calendar or schedule with building principal and team members.
  - g. Communicate with all parents, staff, administrators, and outside agencies involved with each student on caseload.
  - h. Provide professional consultation and collaborate with classroom teachers to ensure the best possible outcomes for student success in the classroom setting as deemed necessary based on the IEPT's judgment.
  - i. Participate in school improvement activities such as student success teams, positive behavior support committees, etc. when designated by the administrator.
  - j. Follow school building rules and procedures as outlined in the school handbook.
  - k. Follow all health and safety standards and practices established by school building(s).
5. EXPERTISE/QUALIFICATIONS. The Provider agrees that all Therapists shall possess the following qualifications:
- a. Currently certified, or eligible by the date of hire for certification, by the State of Michigan, Department of Education, Office of Professional Preparation & Certification.
  - b. Services as a teacher of students with speech and language impairment; OR possessing a Master's degree and the Certificate of Clinical Competence (CCC) or an Applicant in Speech during his or her Clinical Fellowship Year (CFY) from the American Speech-Language-Hearing Association (ASHA).
  - c. The Provider will be responsible for the CFY supervision of all Therapists working during the CFY period.
6. REPORTING. The Provider and the Therapists shall report to the District Designee and/or Director of Special Education.
7. EQUIPMENT. The School shall provide access to the following equipment: Assistive technology and communication devices, Computer, Printer, Copier, and Fax Machine. If the tele-therapy service delivery model is being used, a computer, webcam, headphones, and a strong connection to the internet will be required. If a strong connection is not maintained, a direct ethernet connection may be requested.
8. SPACE. The School shall provide a space that is deemed appropriate by the School and Provider. This may mean a separate space from the general classroom environment based on student needs.

9. **SUPPORT STAFF.** For all teletherapy services, the School shall provide a support staff person (i.e., paraprofessional, instructional aide, or equivalent) for all students. The Provider will allow the School a grace period of forty-five (45) days from the start of services to fill this position. If the School fails to provide the required support staff within the grace period, the Provider reserves the right to charge an additional fee equal to twenty percent (10%) of the standard service fee per hour for all services provided until such time as the support staff position is filled.
10. **SCHOOL RELATIONS SPECIALIST.** The Provider provides a School Relations Specialist to facilitate communication and coordination between the School and the Provider's therapists. The time spent by the School Relations Specialist in performing these services is billable to the School at the Company's standard hourly rate for relation services, as set forth in the Compensation provision of this Agreement.
11. **MATERIALS.** Evaluation materials will be approved by the School and the Provider. Evaluation tools will be supplied by the School unless determined otherwise with the approval of the School and Provider.
12. **SERVICE FEES AND ESTIMATES.** The Company provides therapy services on an hourly rate basis. While the Provider may provide the School with an estimated annual or yearly cost based on anticipated hours, such estimates are for planning purposes only and are not binding. The School District agrees that the Company is not required to adhere to the estimated total, and actual charges will be calculated based on the actual hours of services provided at the agreed-upon hourly rate.
13. **COMPENSATION.**
  - a. For the performance of the agreed-upon services by the Therapist(s), the following Schools shall pay The Provider \$93.50 per hour for fully-licensed and credentialed SLP's. The School shall pay The Provider \$91.50 per hour for SLP's who have limited licensure and/or are completing their CFY. The amount paid to the Provider will be based on the hourly rate and determined based on timesheets with daily professional activity logs submitted to the Director of Special Education by the Provider bi-weekly.
  - b. Up to two hours per week per location will be billed at the same rate as the service delivery rate based on the Therapist's licensure and certification (\$91.50 or \$93.50) per hour based on work completed by The Provider's School Relations Specialist. These hours will include bi-weekly meetings, check-in's with the School administrators, staff, coordination of services, etc.
  - c. Additional hours will require approval by the Special Education Director of COOR Intermediate School. If additional hours are determined to be necessary for the remainder of the contract, based on workload and/or caseload increase, a new contract will be drafted and signed. The School shall pay all costs of attending conferences or professional developments that are considered part of the Speech Language Pathologist, part-time position and

led, organized, and/or approved by the School. Costs for professional development and conferences attended may be considered additional hours if necessary to allow for weekly caseload maintenance.

- d. No health insurance or retirement will be paid.
- e. Unforeseen Circumstances (i.e. school shutdowns due to sickness, inclement weather, etc.) will be paid in full. Therapists will schedule indirect service work (i.e. billing, planning, parent contacts, etc.) if and when these circumstances arise.
- f. Mileage will be paid at the rate approved by the Internal Revenue Service for the Therapist's mileage incurred while traveling from the closest starting location of either the Therapist's home or the Provider's office location of 1691 E US-23 East Tawas, MI 48730 to the School and return to the starting location. A Mileage Report will be submitted monthly.
- g. Drive time will be paid at the same rate as the service delivery rate based on the Therapist's licensure and certification (\$91.50 or \$93.50). for the time accrued while the Therapist is traveling between service delivery locations and from the closest starting location of either the Therapist's home or the Provider's office location of 1691 E US-23 East Tawas, MI 48730 to the School or service delivery location and return to the starting location. Drive time will be reported in the attached Timesheet Details Form sent with invoicing on a bi-weekly basis.

14. PAYMENT TERMS. The School shall remit payment for all properly issued invoices within thirty (30) days following receipt of the applicable invoice. Any amounts not paid within such thirty (30) day period shall be considered overdue and may be subject to a late fee of 10% of the outstanding balance, or the maximum rate permitted by applicable law, whichever is less, accruing until paid in full.

15. COMPENSATION FOR THERAPIST PLACEMENT. In the event that the School directly hires, engages, or contracts with any therapist who was introduced, referred, or provided by the Provider within twelve (12) months of the therapist's most recent provision of services through the Provider, the School agrees to pay the Provider a placement fee equal to twenty percent (20%) of the Provider's compensation it otherwise would have received, at the Provider's discretion.

This fee compensates the Provider for its role in facilitating the connection and transition of the therapist to the School and is payable within thirty (30) days of the therapist's separation from the Provider.

16. DISTRICT RULES-REGULATIONS. The Provider and the Therapists shall comply with all established rules and regulations governing personnel in the District of Roscommon County. In the event of any alleged breach thereof committed by the Provider or the Therapists, the School shall promptly notify the Provider in writing of such violation(s) including the factual basis thereof.

17. CASELOAD LIMITATIONS AND REQUIRED APPROVALS. The Provider and the School acknowledge that the contracted hours are based upon the anticipated number of students assigned to the Therapists caseload. Each student assigned to the caseload is estimated to require 0.8 hours of professional services per week. The School shall not increase the Therapists caseload beyond the number of students reasonably supported by the contracted weekly hours without the Provider's prior written consent. The existence of an agreed maximum caseload shall not be construed as permitting the School to assign students up to that maximum if doing so would result in a caseload that exceeds the Therapist's contracted weekly hours as calculated. The Therapist shall have no obligation to provide services for additional students assigned in violation of this section until the parties have agreed in writing to revised hours.
18. COMPLIANCE WITH LAWS. In furnishing services hereunder, the Provider and the Therapists shall observe and abide by all applicable laws and the rules and regulations of any lawful regulatory body acting thereunder. The School is responsible for any criminal records and any unprofessional conduct checks as may be required by law.
19. NOTICES. All notices to be given by either party under the Agreement shall be in writing and delivered personally or by certified mail to the parties at the addresses set out at the beginning of the Agreement. Any mailed notices shall be effective immediately upon mailing.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. This Agreement may be amended or revoked only in writing and executed by both parties.
21. TERMINATION. Either party may terminate this agreement, with or without cause, with written notification forty-five (45) days before termination. If the School chooses to terminate the agreement prior to the end of the contracted term, an Early Termination Fee would apply to the Location(s) requesting early termination. In the event of such early termination, the School shall pay the Provider an amount equal to 30% of the remaining contract value as of the effective date of termination. The remaining contract value will be calculated using the average hours per week worked during the contract terms multiplied by the remaining number of weeks remaining based on the original contract end date. The Early Termination Fee would then be billed with the final invoice. This payment shall be made within 30 days following the effective date of termination.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the date written in the first paragraph of this agreement.

THE PROVIDER  
Michelle Lynn Therapy, PLLC  
(DBA Fun First Therapy)

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Michelle St. Aubin  
As: Member

THE SCHOOL  
COOR ISD  
11051 N Cut Rd,  
Roscommon, MI 48653

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Shawn Petri  
As: Administration Superintendent

C. Approve contracts for ROOC staff for the 2026-27 school year

- Stacey Barnes
- Lori Bowler
- Christina Maske
- Melinda Nagy

D. Approve contracts for the 2026-27 school year as presented

- Kimberly Murphy, Accounts Payable Clerk
- Kimberly Murphy Food Service Director
- Carrie Macko, Accounting Supervisor
- Thalma Hibbard, Paraprofessional Coach (adjusted)

E. Approve renewal of Gail Hughey as Board of Education member for the Alternative Educational Academy of Ogemaw County for 7/1/26-6/30/29

6. **Action Items**

A. Approve title changes and 2026-27 contracts for the following personnel:

- Jared Socia, Operations and Facilities Supervisor
- Alexis Wilson, Director of Human Resources

81



## **Job Description**

### **Title: Operations and Facilities Supervisor**

#### **Summary:**

The Operations and Facilities Supervisor blends as a Maintenance and Grounds Supervisor and Transportation Manager. This position works with the administration to ensure all transportation, buildings, equipment, and grounds are maintained in an orderly and safe manner, which may require doing repairs or preparing specifications for projects to be bid out. This also includes the need to monitor the transportation fleet and oversee inspection and repairs with Dean Transportation.

#### **Qualifications:**

- High school diploma or equivalent. MSBO certification or equivalent preferred.
- Minimum of five years building and maintenance expertise and/or training.
- Experience in planning, writing, and bidding maintenance and building projects.
- Excellent written and verbal communication skills with a demonstrated ability to interact professionally with others at all times.
- Communicate clearly, both verbally and in writing.
- Ability to lift fifty (50) pounds.
- Possess a valid Michigan driver's license.
- Ability to use necessary grounds and maintenance equipment required for seasonal maintenance and improvement.
- Computer skills, including the ability to use Google docs or other needed software.
- Make timely reports to the Superintendent.
- Create and update long-term plans for equipment, budget needs, construction and repair. Coordinate plans with administrators.

**Reports to:** Superintendent

**Supervises:** All Facility and Custodial Staff

#### **Responsibilities:**

- Ensure the maintenance, renovation, and repair of all C.O.O.R./R.O.O.C. facilities.
- Perform or arrange for building inspections to assess the conditions of buildings and any hazardous conditions.

- Perform or arrange for vehicle maintenance for C.O.O.R. and R.O.O.C. vehicles, as needed or required.
- Ensure all contracted service providers comply with contracts.
- Coordinate purchasing and planning of maintenance materials and supplies.
- Comply with all federal and state mandates as they relate to buildings and grounds.
- Plan, write, and post the bid specifications to the state system for maintenance and building projects or obtain quotes for projects under the bidding threshold.
- Coordinate and maintain emergency equipment.
- Maintain accurate and timely records.
- Maintain MSDS logs and update as necessary.
- Assure a safe working environment for self and department staff and report and document any injuries.
- Treat the property and assets of the organization with care.
- Dress and act professionally at all times.
- Use respectful language and tone of voice at all times.
- Display an attitude of care, concern, and respect for persons with disabilities.
- Follow all established policies, practices, and procedures of the organization.
- Keep the work area in a neat and organized manner; keep surrounding areas clean and orderly.
- Recommend procurement of supplies and maintenance of all equipment, materials, and physical areas.
- Attend, participate in, and utilize skills developed during meetings/trainings/professional development provided by the organization.
- Communicate effectively with families, persons served, staff, or others.
- Complete assignments as scheduled.
- Utilize technology as needed.
- Work effectively with others as part of a team.
- Maintain the rights and confidentiality of persons served.
- Complete other responsibilities as assigned by the supervisor.
- Complete annual evaluation of supervised staff.
- Oversee school bus fleet and company passenger vehicles
- Coordinate with mechanic(s) for general maintenance and emergency repairs
- Oversee bus inspection schedule
- Supervise the repairs of all vehicles assigned to the Intermediate School District on a scheduled basis.
- Coordinate general operations with transportation vendor
- Complete annual reports as required
- Order all service materials and supplies; sign purchase orders and turn in to the Director of the applicable department.
- Maintain inventory control records on a regular basis.
- Inform the Superintendent of hazardous road conditions leading to school closings during inclement weather.
- Maintain high standards of safety and good housekeeping in the work area.

- Utilize knowledge of common safety hazards and precautions to establish a safe work environment.
- Maintain the rights and confidentiality of persons served.
- Follow all established policies, practices, and procedures of the organization.
- Utilize technology as needed.

**Hazard:**

This position is considered at-risk for exposure to blood, bodily fluids, and tissue as well as exposure to Hepatitis B or other diseases and may come into contact with chemicals while performing duties.

**Terms of Employment:**

Salary, twelve-month position per annual contract. Wages and benefits as determined by the C.O.O.R. ISD Board of Education.

**Evaluation:** Performance on this job will be evaluated annually as required.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

An Equal Opportunity Program / Employer

Auxiliary aids, services, and alternative formats will be made available upon request to individuals with disabilities. Michigan Relay Center 1-844-578-6563 (Voice and TTY) The C.O.O.R. Intermediate School District gives notice that it does not discriminate based on race, color, national origin, age, sex (including pregnancy and gender identity), religion, height, weight, or marital status in the education programs and activities operated by the District, including employment. The following person has been designated to handle inquiries regarding the non-discrimination policies: Alexis Wilson, Human Resources; [hr@coorisd.net](mailto:hr@coorisd.net); 11051 North Cut Road, Roscommon, MI 48653, (989) 275-9554.

## Human Resource Director Job Description

Title: Human Resource Director

Summary: The Human Resource Director will be responsible for leading the Human Resource functions for the ISD which includes: onboarding new employees, absence tracking, benefit management, recruitment events, posting open positions, involvement in interviews, and improving staff morale. The Human Resource Director also serves as the district's Title IX Coordinator.

### Qualifications:

- Knowledge and experience in sound business operations of a multi-department organization
- A Bachelor's degree in business or Human Resources is required.
- Three years of related human resource work experience
- Strong communication and interpersonal skills
- Ability to establish and maintain effective working relationships
- Proficient user in Microsoft Word, Excel and Google
- Organized and dependable
- Work well within given time and cost restraints
- Respect and maintain confidentiality
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations
- Ability to compose and write reports, business correspondence, and procedural manuals
- Ability to effectively present information and respond to questions from various groups including administrators, staff, local school districts within the county, and the general public.
- Ability to define, collect and analyze measurable facts and data in order to develop valid, meaningful conclusions
- Ability to interpret instructions furnished in a variety of forms; written, oral, diagram or schedule
- The employee regularly uses a computer and may be required to lift and/or push up to 25 lbs
- Must carry out all responsibilities with awareness of all requirements and standards established by the Board of Education

## Reports To: The Superintendent

### Responsibilities:

- Attain a MSBO Human Resources Specialist certification and keep up with credits.
- Attends recruitment events to recruit new employees including new grads.
- Prepare required governmental reports, including retirement, IRS, W-2's, etc. as needed
- Work with representatives of government, employee unions, and retirement agencies and maintain positive relationships.
- Maintains the REP and UIA reports
  
- Process employment verifications and final salary affidavits.
- Process PTO payouts upon separation or retirement.
- Ensure workers compensation forms are filed and procedure is followed
- Ensure all needed contracts go to the Board for approval by the needed deadlines
- Process all contracts, contract changes, and adjustments as approved by the Board of Education.
- Manage medical insurance and other benefit related issues including deductions and open enrollment.
- Procuring quotes from other insurance agencies as needed
- Create employee letters as needed
- Serve as the resource for other benefit / HR-related issues such as FMLA, unemployment, retirement, etc.
- Establish rapport with employees and key personnel from the districts you support in order to respond to questions or issues related to payroll and benefits.
- Initiate background checks on new employees and third-party workers.
- Ensure all proper employees are trained and have access to iChat and CHRISS programs
- Maintain and safeguard background checks files for all employees and third-party workers.
- Maintain the employment and staff webpages on the district website
- Maintain the monthly staff newsletter and distribute to employees
- Onboard new staff to the district.
- Serve as a reference to all union and non-union employees.
- Perform other accounting tasks that may be needed:
  - Assist in month-end closing.
  - Assist in year-end closing.
  - Assist with annual audits.
  - Assist in budget preparations.
  - Assist with the continuous improvement process related to financial best practices and internal control procedures.

- Leads contract negotiations with the unions.
- Keeps files on all employee complaints and meetings with proper documentation.
- Attends monthly union meetings and Board meetings.
- Assist with all professional employee interviews.
- Ensure the Directors are following progressive discipline with their employees
- Maintains up-to-date Title IX training and assures all supervisors attend a yearly training session.
- Coordinates all yearly paperwork at the district-wide PD day and ensures all signed paperwork is returned and filed.
- Maintains Red Rover and oversees all employee’s time tracking and absence management.
- Maintains the RedRover hiring platform and hiring processes.
- The employee may occasionally be required to perform duties at other school district sites.
- Regular and predictable in-person attendance is required for this position.

Terms of Employment: 260 day contract. Salary will be established by the Board of Education.

Evaluation: Performance on the job will be evaluated annually as required.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Supervisor Date

An Equal Opportunity Program / Employer  
 Auxiliary aids, services, and alternative formats will be made available upon request to individuals with disabilities. Michigan Relay Center 1-844-578-6563 (Voice and TTY) The C.O.O.R. Intermediate School District gives notice that it does not discriminate based on race, color, national origin, age, sex (including pregnancy and gender identity), religion, height, weight, or marital status in the education programs and activities operated by the District, including employment. The following person has been designated to handle inquiries regarding the non-discrimination policies: Alexis Wilson, Human Resources; [hr@coorisd.net](mailto:hr@coorisd.net); 11051 North Cut Road, Roscommon, MI 48653, (989) 275-9554

B. Approve the hiring of:

- Jeffery Matheney, Special Education Supervisor (non-union contracted staff)
- Lisa Burmeister, School Social Worker, at MA+30 Step 7 on the CEA scale
- Alisha Springle, Speech Language Pathologist, at MA+30 Step 29 on the CEA scale (previously a contracted employee)

C. Approve contract with Superintendent Shawn Petri, 2026-2029

D. Accept the final 2025-26 budget amendments as presented:

- General Fund
- Career Tech
- ROOC
- Special Education

E. Final 2025-26 budgets and proposed 2026-27 budgets:

- Special Education
- Food Service
- Capital Projects

88

**GENERAL FUND**  
**Fiscal Year Ending June 30, 2026**  
**6/24/2026**

	AUDITED 24-25	AMENDED 25-26	Final 25-26	
LOCAL REVENUE	1,446,325	1,470,472	1,642,122	
STATE REVENUE	6,181,536	7,161,791	6,412,275	
FEDERAL REVENUE	1,057,683	847,407	869,253	
LEA	280,684	308,254	265,925	
OTHER (Internal Transfers)	-	-	-	
<b>TOTAL REVENUE</b>	<b>\$ 8,966,228</b>	<b>\$ 9,787,924</b>	<b>\$ 9,189,575</b>	
<b>EXPENSES By FUNCTION</b>				
125	5,379	3,641	3,532	Compensatory Education
211		-	-	Truancy
212		25,000	37,500	Guidance Services
213-31n		306,787	246,980	Behaviorial Services 31N
216-31n	1,028,644	698,002	685,516	Social Workers 31N
221-31n		96,725	50,424	Improvement of Instruction
221 EARLY CHILD	968,768	451,645	425,732	Improvement of Instruction-Early Child
221 REAP		29,568	18,619	Improvement of Instruction-REAP Grant
221 LIT		270,114	288,242	Improvement of Instruction-Early Lit Cch
226		321,031	384,281	Director of Instructional Services
231		37,510	27,367	Board Activities
232	543,991	524,463	511,258	Executive -Office of the Superintendent
252	300,404	336,163	284,103	Fiscal Offices
259		3,879	2,729	Other Business Services
261	81,391	123,280	103,108	Operations Building Services
266		1,500	1,500	Security Services
283		12,000	10,730	Staff Personnel PROFESSIONAL DVLM
284	344,193	326,250	288,258	Non Instructional Technology Services
285		103,145	100,772	Pupil Accounting
299		5,023	5,048	Other Support Services
311 331	3,539	216,120	204,717	Community Activities
351	943,518	669,995	707,754	Custody and Care of Children
411	3,660,567	3,906,374	3,349,112	Payments to LEAs GSRP
445		223,214	112,000	TRAILS GRANT SEC 31 P
456	-	15,000	18,717	Building Improvements
6XX	530,000	530,000	530,000	Internal Transfers
<b>TOTAL EXPENSES</b>	<b>\$ 8,410,394</b>	<b>\$ 9,236,431</b>	<b>\$ 8,397,999</b>	
	555,834	551,494	791,576	NET CHANGE Fund Balance
	2,682,958	3,238,792	3,238,792	FUND BALANCE Beginning of Ye
	<u>3,238,792</u>	<u>3,790,286</u>	<u>4,030,368</u>	FUND BALANCE End of Year

**GENERAL FUND**

Fiscal Year Ending June 30, 2026

6/24/2026

Final 25-26 Budget

LOCAL REVENUE	1,642,122
STATE REVENUE	6,412,275
FEDERAL REVENUE	869,253
LEA	265,925
OTHER (Internal Transfers)	-
<b>TOTAL REVENUE</b>	<b>\$ 9,189,575</b>

**EXPENSES By FUNCTION**

125	3,532	Compensatory Education
211	-	Truancy
212	37,500	Guidance Services
213-31n	246,980	Behaviorial Services 31N
216-31n	685,516	Social Workers 31N
221-31n	50,424	Improvement of Instruction
221 EARLY CHILD	425,732	Improvement of Instruction-Early Child
221 REAP	18,619	Improvement of Instruction-REAP Grant
221 LIT	288,242	Improvement of Instruction-Early Literacy Coach
226	384,281	Director of Instructional Services
231	27,367	Board Activities
232	511,258	Executive -Office of the Superintendent
252	284,103	Fiscal Offices
259	2,729	Other Business Services
261	103,108	Operations Building Services
266	1,500	Security Services
283	10,730	Staff Personnel PROFESSIONAL DEVELOPMENT
284	288,258	Non Instructional Technology Services
285	100,772	Pupil Accounting
299	5,048	Other Support Services
311 331	204,717	Community Activities
351	707,754	Custody and Care of Children
411	3,349,112	Payments to LEAs GSRP
445	112,000	TRAILS GRANT SEC 31 P
456	18,717	Building Improvements
6XX	530,000	Internal Transfers
<b>TOTAL EXPENSES</b>	<b>\$ 8,397,999</b>	

Total Revenues	9,189,575
Total Expenses	8,397,999
Revenue over Expenses	791,576

CAREER AND TECHNICAL EDUCATION FUND  
Tuesday, June 30, 2026

2025-2026 Final Budget
---------------------------

PERKINS Revenue	163,011
61a	422,793
61b	313,407
61c	2,915
CTE	755,352
Total Revenue	<u>1,657,478</u>

PERKINS Expenses	163,011
61a	375,191
61b	313,407
61c	2,915
CTE	935,711
Total Expense	<u>1,790,235</u>

Net Change in Assets Year End (132,757)

**CAREER AND TECHNICAL EDUCATION FUND**  
**Budgetary Comparison Schedule**  
**For the Year Ended June 30, 2026**

		Audited 24-25	Amended 25-26	Final 25-26
<b>Revenue</b>				
	Local Sources	20,718	13,000	8,014
	State Sources	1,066,779	808,973	817,454
	Federal Sources	154,477	163,011	163,011
	LEA Payments	461,000	410,000	389,000
	Transfers In	280,000	280,000	280,000
	<b>Total Revenues</b>	<u>1,982,974</u>	<u>1,674,984</u>	<u>1,657,478</u>
<b>Expenditures</b>				
	Instruction			
	Added Needs	737,644	917,044	864,089
	Support Services			
	Pupil	62,275	173,288	53,500
	Instructional Staff	52,962	8,162	8,162
	General Administration	283,505	269,248	259,921
	Business Services	42,965	41,268	41,192
	Oper and Maintenance	96,984	109,942	106,424
	Transportation	131,371	137,500	118,730
	Information Services	19,124	38,449	36,607
	Support Other	4,242	3,000	703
	Payments to Other Public Schools	435,115	166,073	283,082
	Facilities, Acquisition, Construction, Improvement	121,546	-	17,825
	<b>Total Expenses</b>	<u>1,987,733</u>	<u>1,863,975</u>	<u>1,790,235</u>
	<b>Net Change in Fund Balance</b>	(4,759)	(188,991)	(132,757)
	<b>Fund Balance Beginning of Year</b>	<u>124,231</u>	<u>119,472</u>	<u>119,472</u>
	<b>Fund Balance End of Year</b>	<u>119,472</u>	<u>(69,519)</u>	<u>(13,285)</u>

ROOC  
Fiscal Year Ending June 30, 2026  
Amended Budget January 30, 2026

	AUDITED 24-25	AMENDED 25-26	FINAL 25-26
INTEREST	-	100	127
PRODUCTION	94,290	31,700	37,689
DONATIONS	-	10,000	7,697
GRANTS	-	4,000	4,000
SERVICES	1,069,554	1,116,534	1,240,173
STATE	13,434	63,464	71,056
<b>Total Revenue</b>	<b>\$ 1,177,278</b>	<b>\$ 1,225,799</b>	<b>\$ 1,360,742</b>

EXPENSES by FUNCTION

Program Administration	286,230	199,437	200,136	232
Financial Services	-	19,748	18,830	252
Insurance	-	3,314	3,314	259
Operations Building Services	51,413	94,679	88,072	261
Transportation	65,206	83,758	74,599	271
Technology	-	1,000	845	284
Consumers	60,382	74,503	67,915	289
Staff Retention	-	500	0	290
Summer Work Program	-	54,417	54,462	321
Direct Care Workers and Supervision	481,241	496,817	493,820	391
<b>Total Expenses</b>	<b>\$ 944,472</b>	<b>1,028,173</b>	<b>1,001,993</b>	
Total Revenues	\$ 1,177,278	\$ 1,225,799	\$ 1,360,742	
Total Expenses	\$ 944,472	\$ 1,028,173	\$ 1,001,993	
<b>CHANGE IN NET ASSETS</b>	<b>\$ 232,806</b>	<b>\$ 197,625</b>	<b>\$ 358,750</b>	
NET ASSETS JULY 1	\$ 666,857	899,663	899,663	
** NET ASSETS JUNE 30	\$ 899,663	\$ 1,097,288	\$ 1,258,413	

\*\* Audited July 1, 2025



**SPECIAL ED**  
**Fiscal Year Ending June 30, 2026**  
**Ending Budget June 24, 2026**

	AUDITED 24-25	AMENDED 25-26	YEAR ENDING 25-26	
	3,795,278	3,781,947	4,546,559	LOCAL REVENUE
	3,829,354	3,857,775	3,715,491	STATE REVENUE
	2,775,061	2,750,800	2,816,290	FEDERAL REVENUE
	1,025,263	1,029,988	892,494	LEA
	3,500,000	2,750,000	-	OTHER
<b>TOTAL REVENUES</b>	<b>14,924,956</b>	<b>14,170,510</b>	<b>11,970,834</b>	
122	2,430,338	2,403,121	2,468,464	Special Education
212		426,300	588,099	Early On
213		759,994	758,456	Health Services
214		391,482	390,084	Psychological Services
215	2,784,458	1,196,211	1,266,668	Speech Pathology and Au
216		432,613	420,906	Social Worker
217		21,000	21,666	Visual Aid
218		3,550	3,564	Teacher Consultatant Spe
221	645,743	11,250	7,473	Improvement of Instructio
226		482,751	482,087	Supervision of Instruction
231,232,252	167,984	253,660	261,611	Executive Fiscal
241	208,032	214,631	207,901	Office of the Principal
249		1,000	1,047	Graduation
259		11,658	8,786	Other Business
261	284,814	311,040	316,067	Operations Building Servi
271	1,018,770	1,060,564	1,046,619	Transportation
281	181,215	174,444	174,203	Planning Research
284		13,174	12,016	Technology
299	1,762	2,000	1,206	Staff Appreciation
371	33,493	40,000	36,868	Non Public Schools Prop
411	2,273,556	2,232,152	2,232,152	Payments to LEAs
441		46,075	45,618	Payments to Government
456	1,074,332	2,902,746	2,856,435	Buidling Improvements
511	42,300	407,558	408,058	Debt Services
<b>TOTAL EXPENSES</b>	<b>11,146,797</b>	<b>13,798,975</b>	<b>14,016,055</b>	
	3,778,159	371,535	(2,045,221)	REVENUES OVER EXPENS
	3,429,460	4,457,619	7,207,619	** FUND BALANCE Beginning o
	7,207,619	4,829,154	5,162,398	FUND BALANCE End of Ye

\*\* Fund balance is represented without the remaining bond proceeds.

**SPECIAL EDUCATION**  
**Fiscal Year Ending June 30, 2026**  
**6/24/2026**

Ending  
Budget

LOCAL REVENUE	4,546,559
STATE REVENUE	3,715,491
FEDERAL REVENUE	2,816,290
LEA	892,494
OTHER	-
<b>TOTAL REVENUES</b>	<b><u>11,970,834</u></b>

**EXPENSES by FUNCTION**

	122	2,468,464	Special Education
	212	588,099	Early On
	213	758,456	Health Services
	214	390,084	Psychological Services
	215	1,266,668	Speech Pathology and Audiology
	216	420,906	Social Worker
	217	21,666	Visual Aid
	218	3,564	Teacher Consultatant Special Education
	221	7,473	Improvement of Instruction
	226	482,087	Supervision of Instructional Staff
231,232,252		261,611	Executive Fiscal
	241	207,901	Office of the Principal
	249	1,047	Graduation
	259	8,786	Other Business
	261	316,067	Operations Building Services
	271	1,046,619	Transportation
	281	174,203	Planning Research
	284	12,016	Technology
	299	1,206	Staff Appreciation
	371	36,868	Non Public Schools Prop Share
	411	2,232,152	Payments to LEAs
	441	45,618	Payments to Governmental Agencies
	456	2,856,435	Buidling Improvements
	511	408,058	Debt Services
<b>TOTAL EXPENSES</b>		<b><u>14,016,055</u></b>	

Total Revenues	11,970,834
Total Expenses	<u>14,016,055</u>
Revenue over Expenses	<u>(2,045,221)</u>

Fund Balance July 1, 2024	<u>7,207,619</u>
Fund Balance June 30, 2025	<u>5,162,398</u>

**SPECIAL ED**  
**Fiscal Year Ending June 30, 2027**  
**Proposed Beginning Budget June 24, 2026**

	AUDITED 24-25	YEAR ENDING 25-26	BEGINNING 26-27	
	3,795,278	4,546,559	4,419,223	LOCAL REVENUE
	3,829,354	3,715,491	3,735,268	STATE REVENUE
	2,775,061	2,816,290	2,873,424	FEDERAL REVENUE
	1,025,263	892,494	1,057,075	LEA
	3,500,000	-	-	OTHER
<b>TOTAL REVENUES</b>	<b>14,924,956</b>	<b>11,970,834</b>	<b>12,084,990</b>	
122	2,430,338	2,468,464	2,469,931	Special Education
212		588,099	595,077	Early On
213		758,456	889,190	Health Services
214		390,084	420,074	Psychological Services
215	2,784,458	1,266,668	1,431,814	Speech Pathology and Audiology
216		420,906	441,825	Social Worker
217		21,666	23,000	Visual Aid
218		3,564	3,550	Teacher Consultatant Special Edu
221	645,743	7,473	11,250	Improvement of Instruction
226		482,087	643,049	Supervision of Instructional Staff
231,232,252	167,984	261,611	274,452	Executive Fiscal
241	208,032	207,901	228,593	Office of the Principal
249		1,047	1,000	Graduation
259		8,786	12,324	Other Business
261	284,814	316,067	353,545	Operations Building Services
271	1,018,770	1,046,619	1,179,911	Transportation
281	181,215	174,203	193,420	Planning Research
284		12,016	20,000	Technology
299	1,762	1,206	2,000	Staff Appreciation
371	33,493	36,868	30,000	Non Public Schools Prop Share
411	2,273,556	2,232,152	2,292,045	Payments to LEAs
441		45,618	47,000	Payments to Governmental Agenc
456	1,074,332	2,856,435	70,000	Buidling Improvements
511	42,300	408,058	422,368	Debt Services
<b>TOTAL EXPENSES</b>	<b>11,146,797</b>	<b>14,016,055</b>	<b>12,055,417</b>	
	3,778,159	(2,045,221)	29,573	REVENUES OVER EXPENSES
	3,429,460	7,207,619	5,162,398	FUND BALANCE Beginning of Year
<b>**</b>	<b>7,207,619</b>	<b>5,162,398</b>	<b>5,191,971</b>	<b>FUND BALANCE End of Year</b>

\*\* Fund balance is represented without the remaining bond proceeds.

**SPECIAL EDUCATION**  
**Fiscal Year Ending June 30, 2027**  
**6/24/2026**

**Proposed Beginning  
Budget**

LOCAL REVENUE	4,419,223
STATE REVENUE	3,735,268
FEDERAL REVENUE	2,873,424
LEA	1,057,075
OTHER	-
<b>TOTAL REVENUES</b>	<b><u>12,084,990</u></b>

**EXPENSES by FUNCTION**

	122	2,469,931	Special Education
	212	595,077	Early On
	213	889,190	Health Services
	214	420,074	Psychological Services
	215	1,431,814	Speech Pathology and Audiology
	216	441,825	Social Worker
	217	23,000	Visual Aid
	218	3,550	Teacher Consultatant Special Education
	221	11,250	Improvement of Instruction
	226	643,049	Supervision of Instructional Staff
	231,232,252	274,452	Executive Fiscal
	241	228,593	Office of the Principal
	249	1,000	Graduation
	259	12,324	Other Business
	261	353,545	Operations Building Services
	271	1,179,911	Transportation
	281	193,420	Planning Research
	284	20,000	Technology
	299	2,000	Staff Appreciation
	371	30,000	Non Public Schools Prop Share
	411	2,292,045	Payments to LEAs
	441	47,000	Payments to Governmental Agencies
	456	70,000	Buidling Improvements
	511	422,368	Debt Services
<b>TOTAL EXPENSES</b>		<b><u>12,055,417</u></b>	

Total Revenues	12,084,990
Total Expenses	<u>12,055,417</u>
Revenue over Expenses	<u>29,573</u>

Fund Balance July 1, 2024	<u>5,162,398</u>
Fund Balance June 30, 2025	<u>5,191,971</u>

**FOOD SERVICES**  
**FISCAL YEAR ENDING JUNE 30, 2026**  
**FINAL BUDGET 2025-2026**  
**6/24/2026**

	AUDITED 24-25	PRELIMINARY FY 25/26	FINAL FY 25/26	PRELIMINARY FY 26/27
<b>REVENUES</b>				
Local Sources	457	500	751	750
State Sources	2,707	3,000	3,388	5,407
Federal Sources	56,695	60,000	46,110	47,500
<b>TOTAL REVENUES</b>	<b>59,859</b>	<b>63,500</b>	<b>50,249</b>	<b>53,657</b>
<b>INCOMING TRANSFERS &amp; OTHER TRANSACTIONS</b>	<b>-</b>			
<b>TOTAL REVENUES, INCOMING TRANSFERS, OTHER TRANSACTIONS</b>	<b>59,859</b>	<b>63,500</b>	<b>50,249</b>	<b>53,657</b>
<b>EXPENDITURES</b>				
FOOD SERVICE DIRECTOR	61,097	3,914	3,914	8,624
RETIREMENT		1,174	998	2,200
RETIREMENT - UAAL		587	535	1,207
FICA		299	286	660
FS - CONFERENCES		500	546	500
OTHER (PAL CREDIT)		0	-	-
BREAKFAST		23,711	19,931	20,000
BREAKFAST - SUPPLY CHAIN FUNDS		0	-	-
LUNCH		30,563	24,021	24,000
LUNCH - SUPPLY CHAIN FUNDS		0	-	-
STAFF LUNCH		500	750	750
SUPPLIES-NON FOOD ITEMS		1,924	2,045	2,000
USDA COMMODITIES		0	-	-
SUPPLIES-FOOD ITMES		728	746	750
FOOD SERVICE NEW EQUIPMENT		2,500	351	350
Dues/Fees		780	820	820
<b>TOTAL EXPENDITURES</b>	<b>61,097</b>	<b>67,181</b>	<b>54,945</b>	<b>61,861</b>
<b>REVENUES OVER EXPENDITURES</b>	<b>(1,238)</b>	<b>(3,681)</b>	<b>(4,696)</b>	<b>(8,204)</b>
<b>FUND BALANCE JULY 1</b>	<b>17,200</b>	<b>15,962</b>	<b>15,962</b>	<b>11,266</b>
<b>TOTAL FUND BALANCE JUNE 30</b>	<b>15,962</b>	<b>12,281</b>	<b>11,266</b>	<b>3,062</b>

**Capital Projects Fund Budgets**  
**Year End Budget 25-26**  
**Preliminary Budget 26-27**  
**6/24/2026**

	Audited Budget FY 24-25	Preliminary Budget FY 25-26	Final Budget FY 25-26	Preliminary Budget FY 26-27
<b>Incoming Transfers</b>				
General Fund	250,000	250,000	250,000	250,000
Special Education Fund	-	-	-	-
Career Tech Fund	-	-	-	-
Total Transfers	250,000	250,000	250,000	250,000
<b>Expenses</b>				
CTE FURNITURE	-	-	-	-
School Bus	-	-	-	-
Site Improvement	-	-	-	-
Building Improvements	-	25,000	-	-
CTE Construction	-	-	-	-
Total Expenses	-	25,000	-	-
EXCESS REVENUE	250,000	225,000	250,000	250,000
FUND BALANCE, JULY 1	522,073	772,073	772,073	1,022,073
FUND BALANCE, JUNE 30	772,073	997,073	1,022,073	1,272,073

7. Information Items - MASB Summer  
Institute Fri, Aug 7-Sun, Aug 9 (choose  
your days) Reservation deadline July  
16th - let us know if you're  
interested.

101

## Board Member Certification (CBA) Classes and Workshops

All CBA classes are \$125 each except for CBA 101, which is \$249. Board Presidents Workshops are \$349 each.

All meal functions are for registered attendees only and are based on their session enrollment.

### Friday, Aug. 7

**3:30 – 6:30 p.m.**

CBA 102: Governing Through Policy\*

- CBA 232: Communicating Effectively in Difficult Times
- CBA 251: District Strategic Planning and Goal Setting\*
- CBA 274: Board Self-Evaluation for Continuous Improvement
- CBA 290: Advanced School Law\*
- CBA 303: Overseeing the Superintendency
- CBA 304: Empowering Education

### Saturday, Aug. 8

**8:30 – 11:30 a.m.** Breakfast included.

CBA 259: Creating Trust: Key Ingredient in School Improvement\*

- CBA 315: Anatomy of an Audit Report\*
- CBA 380: Effective Committee Structure\*

**8:30 a.m. – 3:15 p.m.** Breakfast and lunch included.

CBA 101: The Fundamentals of School Board Service\*  
Board Presidents Workshop Part 1\*

**12:15 – 3:15 p.m.** Lunch included.

CBA 257: School District Safety and Security\*

CBA 260: Public Speaking

- CBA 325: Leadership: Overcoming Obstacles
- CBA 375: Board Leadership: A Case Study Approach

**3:30 – 6:30 p.m.**

CBA 103: Basic School Finance\*

- CBA 252: Media Relations
  - CBA 270: Leadership by Consensus: Confidence in Leadership
  - CBA 335: Dealing With Board Member Turnover
  - CBA 361: Grassroots Advocacy
- Board Presidents Workshop Part 2\* (1 of 2 sessions)

### Sunday, Aug. 9

**8:30 – 11:30 a.m.** Breakfast included.

CBA 104: Basic School Law\*

CBA 253: Board Operating Procedures\*

- CBA 261: Advocacy for Public Education
  - CBA 268: Leadership Styles
  - CBA 327: Ethics in Action
- Board Presidents Workshop Part 2\* (2 of 2 sessions)

\* Training qualifies for reimbursement by the Michigan Department of Education. School Districts may receive up to \$100 per class per board member. Learn more at [masb.org/reimbursement](http://masb.org/reimbursement).

**SCECH credits available upon approval.**

#### CERTIFICATION TRACKS

- Advocacy
- Community Relations
- Data
- Finance
- Leadership

### Hotel Accommodations

**KALAMAZOO**

Radisson Plaza Hotel & Suites Kalamazoo

100 West Michigan Avenue  
Kalamazoo, MI 49007

Reservation Deadline: July 16, 2026, or until sold out.

Room Rate: \$182

Self-Parking Rate: \$10/night

(Before applicable taxes and fees; proof of sales tax exemption must be received by the hotel.)

101

Make reservations online at [masb.org/staykzoo](http://masb.org/staykzoo) or call 269.343.3333 and mention the MASB Summer Institute.

If you have any registration questions, please contact Katie Kosmider at [registrar@masb.org](mailto:registrar@masb.org) or 517.327.5918.

Generously supported by:



# SUMMER INSTITUTE 2026

**\$299 | 10 EDU Credits**

**FRIDAY FULL-DAY WORKSHOP**  
8:30 a.m. – 3 p.m.

## ONE DAY, TWO BOOKS, COUNTLESS CONNECTIONS

This year, we're diving into two powerful books: *Good to Great* by Jim Collins and *The Governance Core 2.0* by Davis Campbell and Michael Fullan. With expert facilitators and a school board focus, you'll leave with fresh ideas and practical strategies you can put into practice.

(Breakfast and lunch included.)



## STRIKE UP A CONVERSATION: Friday Networking Night

**Crafted Copper**  
8 – 10 p.m.

Join us for an evening of duckpin bowling, great conversation, snacks and beverages in downtown Kalamazoo! After a day of learning, connect with fellow attendees and MASB staff in a fun, casual atmosphere designed to help you build meaningful connections and enjoy a memorable night out.

(Registered attendees only. Attendee name badges are required during the entire event.)



**Friday, Aug. 7 – Sunday, Aug. 9**



**Radisson Plaza Hotel, Kalamazoo**

8. Superintendent's Report
  - State Budget
  - Central Office Planning
  - Statewide increase in Special Ed complaints
  - Summer hours/ fall hours
9. Communications - None.
10. **Adjournment**
  - **Time:** \_\_\_\_\_