



SCHOOL SOCIAL WORKER PROVIDER SCHOOL SERVICE AGREEMENT

THIS AGREEMENT is made this 28th day of June 2024, by and between Michelle Lynn Therapy, PLC (DBA Fun First Therapy), a Michigan Professional Limited Liability Company (the “Provider”), and 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 June 28, 2024, and end on August 16, 2024, 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 up to 20 hours per week based on the School's 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 an LMSW for the School, by the terms of this agreement.

A. Houghton Lake: Up to 20 hours for ASD evaluation services, REED, MET and IEP documentation and meeting attendance requirements

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 or IFSP (Individualized Education Program Team or Individual Family Service Plan 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) or IFSP (Individual Family Service Plan).
- c. Writing of instructional objectives for assigned students.
- d. Complete monthly Medicaid documentation for qualifying students required by the School, if necessary.

- e. Monitor the progress of each student on caseload and follow progress reporting requirements as written in each student's IEP or IFSP.
- f. Update student documents as deemed necessary and as required by the law.
- g. Maintain an updated calendar or schedule with the building principal and team members.
- h. Communicate with all parents, staff, administrators, and outside agencies involved with each student on caseload.
- i. 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 or IFSPT's judgment.
- j. Participate in school improvement activities such as student success teams, positive behavior support committees, etc. when designated by the administrator.
- k. Follow school building rules and procedures as outlined in the school handbook.
- l. Follow all health and safety standards and practices established by the school building.

5. EXPERTISE/QUALIFICATIONS. The Provider agrees that all Therapists shall possess the following qualifications:

- a. The Employee shall maintain active licensure at all times while working under this contract and any laps can result in immediate termination of contract.

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 devices, computers, Printers, Copiers, and Fax Machines. If the tele-therapy service delivery model is being used, a direct ethernet connection to the internet will be required.

8. 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.

9. COMPENSATION.

- a. For the performance of the agreed-upon services by a Therapist, the School shall pay the Provider **\$90.00** per hour (for up to 16 hours for the summer) and comply with the schedule developed by the School and Therapist. 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. 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 LMSW, 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.

- c. Monthly meetings that occur between The Provider's School Relations Specialist and the Therapist(s) and/or school personnel will be billed. School Relations Specialist hours will be billed up to one hour per week per therapist.
- d. No health insurance or retirement will be paid.
- e. Unforeseen Circumstances (i.e. school shutdowns due to sickness, inclement weather, etc.) that do not result in rescheduled services or school days 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. Drivetime will be paid 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. A Drivetime Report will be submitted bi-weekly.

10. 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.

11. 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.

12. 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.

13. 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.

14. TERMINATION. Either party may terminate this agreement, with or without cause, with written notification forty-five (45) days before 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: 6/28/2024

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

Date: 7/1/2024

Melisa Akers
By: Melisa Akers
As: Special Education Director