



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

Speech-Therapy Contract Agreement

Elevate Therapy Company, LLC ("Company") and Montabella Community Schools ("School") (each a "Party" and both the "Parties") mutually agree as follows:

Two speech-language pathologist clinical-fellow with the Company will provide speech-language services to the School beginning August 22, 2025 and continuing through August 22, 2026 unless earlier terminated by either Party with forty (40) days' prior written notice, with or without cause (the "Term"). Services will be provided five (5) days a week totalling seventy (70) hours per week, not to exceed eighty (80) 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 clinical-fellow.

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

- Screening of speech-language and dysphagia disorders
- Diagnosis of speech-language and dysphagia disorders
- Treatment of speech-language and dysphagia 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 \$95.00 per hour for all Speech-Language Services rendered. The Company shall invoice monthly, and payment shall be made in accordance with the School's regular pay schedule. The school will not be billed for scheduled breaks or time off, including but not limited to Christmas Break and Spring Break.
- 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 \$95.00 per hour 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 clinical-fellow may bill up to four (4) hours per snow day and up to two (2) hours 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 ensure the delivery of high-quality speech-language services, the caseload for this assignment shall be capped at a maximum of **50 students** for the duration of the placement. This cap is intended to support effective service delivery, appropriate planning, and compliance with best practices.

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 will be for a twelve (12) month term beginning from the execution date at the signature authority below. This agreement shall be renewed automatically for succeeding terms of one (1) year each, unless either part gives written notice to the other at least sixty (60) days prior to the expiration of any term.

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 employee's anticipated annual salary**, 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 Montcalm County in the State of Michigan.



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

Authorized Representative
Montabella Community Schools

Date

Ashton E. Poet

7/1/2025

Ashton Poet, Founder & CEO
Elevate Therapy Company, LLC

Date