

Browning Public Schools
Board Agenda Request
Meeting to Be Held: August 26, 2025



Recognition: ☐ Students ☐ Staff ☐ Parents
Information: ☐ Building Report ☐ Old Business ☐ Superintendent's Report
Action: ☐ Resignation ☐ Hiring ☒ Contract Service Agreements
 ☐ Travel Out-of-State ☐ Travel In State ☐ Approvals
 ☐ Termination ☐ Legal Matters ☐ Other:
This action request pertains to ☐ Elementary (only) ☒ High School/District Wide

Date: 08/20/25

To Rebecca Rappold
 Superintendent of Schools

From: Belinda Turley
Title: SPED Director

Subject: Contract Service Agreement: School Psychologist 2025-2026

Description: Recommend the following individual (hired through Communication Express) to provide school psychology services for the remaining 2025-2026 SY, starting 08/21/25:

 Andrea Warren

Financial Impact: \$99.00/hour x 1,472 hours (184 days x 8 hrs/day) = \$145,728.00 (not to exceed this amount).

Funding Source (Budget/grant, etc.): 101/201 76 280 2140 320 (50/50 split)

Attachment(s): **Contract;** Communication Express

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____



School Psychologist Contract

School Name: Browning Public Schools (BPS)

School Billing Address: 129 1st Avenue SE, Browning, MT 59417

Provider: Communication Express LLC

School Psychologist: Andrea Warren

Location: Remote

Start Date & End Date: Start Date: 8/21/2025
End Date: 6/05/2026 + Makeup Days

Schedule: 40 hours/week, paid for indirect and direct time

Compensation: \$99/hour

Guaranteed Hours: School agrees to pay for a guaranteed 40 hours per week during the assignment period, excluding holidays, illness, or personal days. In the event of a school closure due to inclement weather, the School Psychologist may choose to make up the missed days if the school offers make-up days.

Scope of Services: School Psychologist shall provide services including, but not limited to therapy sessions, evaluations, meetings, and preparation/documentation such as evaluation reports, therapy notes, progress notes, and other required paperwork. All indirect time, including, but not limited to preparation, documentation, scoring assessments, reviewing records, coordinating schedules, communicating with staff and families, attending meetings, consultation, data collection/analysis, and report writing, shall be considered billable and is included within the 40-hour weekly schedule.

Payment Terms: Provider shall submit timesheets and invoices at the beginning of each month for services rendered in the prior month. Payment is due within 30 days of invoice date. School is allowed one late payment without any change to the hourly rate. If any subsequent payment is not received within 30 days of the invoice date, School agrees that the hourly rate will permanently increase by \$10 per hour. Any disputed amounts must be communicated in writing within 10 days of receipt of the invoice; undisputed amounts shall be paid by the original due date.

Independent Contractor Status: School Psychologist is engaged by Provider as an independent contractor. Nothing in this agreement shall be construed to create an employment relationship between School and School Psychologist.

Assignment Termination: Either party may terminate this assignment with 45 days' written notice.

Non-Solicitation / Conversion Fee: If School or its affiliate hires School Psychologist directly or through another agency within one (1) year of the end date of this assignment, School shall pay \$20,000 to Communication Express LLC.

Compliance: School Psychologist will comply with all Federal, State, and Local regulations concerning IDEA (Individuals with Disabilities Education Act) and the maintenance of confidentiality.



Indemnification: School shall indemnify, defend, and hold harmless Communication Express LLC and its contractors from any claims, damages, or expenses (including attorneys' fees) arising from School's negligence, misconduct, or breach of this Agreement, except to the extent caused by the gross negligence or willful misconduct of Communication Express LLC.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict-of-law principles. In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

Entire Agreement: This document constitutes the entire agreement between the parties and may only be modified in writing, signed by both parties.

Electronic Signatures: This Agreement may be executed and delivered electronically (including via PDF or electronic signature platform) and such execution shall be deemed to have the same force and effect as an original signature.

Please sign, date, and return this confirmation letter to: info@communicationexpress.net.

I acknowledge receipt of this confirmation letter and agree to the above information.

BY: _____ DATE: _____

Name: _____

Position: _____

BY: Whitney _____ DATE: 8/14/2025

Name: Whitney Chrisman
Owner of Communication Express
308 S James St. Carlsbad, NM 88220
408 – 966 – 0942
info@communicationexpress.net
