Special School Board Meeting

Monday, October 26, 2026 6:30 PM
LS-H MS/HS Media Center, 901 Ferry St., Le Sueur, MN 56058

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **NEW BUSINESS**

4.1. Approve Virtual SLP Services Contract with EASE Therapy

5. **CLOSED SESSION**

5.1. Enter into Closed Session as permitted by Minnesota Statute Section 135D.05, Subdivision 3(a) to discuss negotiations for Mr. Kern's Contract.

6. **OPEN SESSION**

7. **ADJOURN**

CONTRACT FOR VIRTUAL SPEECH THERAPY SERVICES

This agreement ("Agreement") is entered into as of the _____ day of _____, 2026 ("Effective Date"), by and between EASE Therapy ("Provider") and Le Sueur-Henderson Public Schools ("School").

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

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

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

1. **Term and Termination.** This agreement is in effect for the regular and extended (Years) school year and may be changed/ terminated by either party, without cause with 30 day notice. It is understood that the Provider will be providing Speech/Language Pathology services to School commencing on the __ day of _____, 2026 and will continue until _____.

2. **Obligations of Provider.** Professional services rendered by the Provider include the following:

   A. Develop and implement Individual Education Programs for students who qualify for speech therapy services, according to the Minnesota Special Education Laws which may include direct individual or group therapy, consulting, and/or monitoring of progress.

   B. Confer with appropriate personnel about student services/needs.

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

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

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

   F. Provide consultation to classroom staff regarding needs and programs of the students and supervise speech paraprofessionals, e.g. SLPAs, if applicable.

   G. Complete speech and/or language screens per school requests and requirements, when given adequate notice, and coordination.

   H. Provide RTI to students based on their needs, as applicable.

   I. Case management of students, if applicable.

   J. Skilled virtual speech therapy work that constitutes no more than 20 hours per week.

   K.Maintenance of a caseload of no more than 23 students under active therapy services per 0.5 FTE therapist, unless otherwise agreed upon by both parties.

3. **Obligations of School.**

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

B. The School will provide district forms, materials, and a computer/headsets (if applicable) and additional technology required for provision of services within the district.

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

D. School will provide on-site professional that will stay within line of sight of the students throughout the entire sessions.

E. School is responsible for communicating and obtaining informed consent from guardians specific to virtual service provision.

F. Provide encrypted virtual platform for provision of skilled therapy services.

4.**Pricing.**

A. School shall pay Provider $85 per hour for services provided, billed in 15-minutes increments, for professional services listed above provided by a Speech Therapist.

B. Provider will bill for up to 16 hours per week, EXCEPT for school holidays/closures and Provider absences due to Provider's responsibility, such as Provider illness. Provider will defer to school policy regarding compensatory time for provider-responsible absences. In the event of student no-shows or cancellations without 24 hours notice, Provider will bill for the time missed.

5. **Billing.** Provider shall bill the School during the first week of each month for services provided during the previous month. School shall pay such invoice within 30 days of receiving the invoice or 10% invoice increase will be applied for late payment.

6. **Subcontractors/Employees**. To enforce agreement, Provider may utilize subcontracts and/or employees to implement services. All subcontractors and employees will provide ONLY services listed above. Rates will be implemented as outlined in Agreement. School is not to directly employ and/or contract with Provider's subcontractors/employees within two years of contract start date.

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

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

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

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

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

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

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

[Signature page follows]

IN WITNESS HEREOF, Le Sueur-Henderson Public Schools AGREES TO THE TERMS SET FORTH IN THIS AGREEMENT DATED, THIS _____ DAY OF _____ 2026, AND EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT.

BY: _____, School District Representative

DATE: _____

BY: _____, Provider Representative

DATE: _____