BOARD AGENDA ITEM

Information/Discussion___
Future Action___
Action X

Item: Agreement with Duncan Lake Therapy Collective, LLC for Temporary Speech-Language Pathology Services

Submitted by: Sara Larkin Date: November 3, 2026

Recommended by: Kirsten Myers Board Meeting Date: Nov 16, 2026

RECOMMENDATION:

It is recommended that the Kent ISD School Board approve an agreement with Duncan Lake Therapy Collective, LLC to provide temporary speech-language pathology services for Center Programs during the 2026-2027 school year, at a total cost not to exceed **$86,400.**

BACKGROUND:

Kent ISD has contracted with Duncan Lake Therapy Collective, LLC to provide temporary speech-language pathology services to cover two staff members who will be on leave beginning in December 2026. These services will help ensure continuity of services for students during the employees' absences.

The agreements establish a **fixed hourly rate of $90,** with services billed in 15-minute increments ($22.50 per increment). Billable time includes direct student services, evaluations, documentation, preparation, meetings, and other related activities. Travel, mileage and any other reasonable expenses as incurred would be billed separately.

The not-to-exceed amount of $86,400 is based on an estimated 40 hours per week for each of the two positions over a 12-week period. Actual expenditures will be based on services provided.

The two agreements with Duncan Lake Therapy Collective, LLC are attached for reference.

Description	Estimated allocation	Location
Speech and Language Services	$43,200	DHH/Northview
Speech and Language Services	$21,600	Pine Grove
Speech and Language Services	$21,600	Lincoln School

Duncan Lake Therapy Collective

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Speech-Language Therapy Service Contract

Kent Intermediate School District

This Speech-Language Therapy Service Contract ("Agreement") is made and entered into as of October 26, 2026 ("Execution Date") by and between Duncan Lake Speech Therapy, LLC, DBA Duncan Lake Therapy Collective, located at 2450 44th Street SE, Ste. 201, Kentwood, MI 49152 (hereafter "Company") and Kent Intermediate School District, located at 2930 Knapp St NE, Grand Rapids, MI 49525, "School" each a "Party" and both the "Parties." In consideration of the mutual covenants and obligations of this Agreement and the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** The Term of this Agreement shall commence on December 10, 2026 and shall terminate on March 21, 2027. This shall be referred to as the "Term."

2. **Termination.** Either party may terminate this Agreement for no cause and without any reason 45 days' written notice, in which case the Termination Date will be the 46th day after the date the notice is sent. Either party may terminate this Agreement immediately and without notice, for cause. For the purposes of this Section 2, "for cause," shall be defined as:

   a. material breach of this Agreement;
   b. commission of an illegal act, unethical practice, theft, or embezzlement;
   c. conduct that may adversely effect the other party or bring the other party's reputation into disrepute;
   d. any act exposing the other party to liability to third parties for personal injury or damage to property; or
   e. non-payment of Fees due under this Agreement.

3. **Services.** Any, all, or some of the below-listed speech and language therapy services (hereafter "Services") may be provided by Company via Company staff or independent contractors ("Company Therapist") to students of School. Services shall commence on August 24, 2026 ("Commencement Date"). Company will be prepared to provide Services as of the Commencement Date. Should School be unprepared for Services to start on the Commencement Date, Company shall charge School a Cancelation Fee in accordance with Section 7. Services will be provided 5 days per week, totaling 37.5 hours, not to exceed 40 hours per week, and in alignment with the School's academic calendar. The Parties acknowledge and agree that Company Therapist's caseload shall not exceed an average of ten (10) students per contracted service day unless otherwise agreed to in writing by the Parties. In the event the School's student service needs exceed this limitation, the Parties acknowledge that additional speech-language pathology providers may need to be contracted, or the School shall remain responsible for

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servicing any additional students beyond the agreed caseload. Additional days, or days outside the School's academic calendar shall not be included in Services, unless approved in advance by the School. Services may be provided by Company Therapist on Location or via by Company Therapist virtually ("Teletherapy").

a. Screening, diagnosis, and/or treatment of disorders within the scope of practice
d. Preparation of materials necessary for such treatment.
e. Record organization and review, record keeping and documentation.
f. Report writing.
g. Writing speech-language IEP goals and objectives.
h. Consultation with School officials and families.
i. Attendance at IEP and other meetings as necessary.
j. Completion of Medicaid billing

4. **Locations.** School may request Services to be performed at any of the following locations, all of which are within the School's school district (hereafter, any and all called "Location(s)"):

School	Level	Address
Deaf and Hard of Hearing Programming North Oakview Elementary School	K-?	4300 Costa NE Grand Rapids, MI 49525

5. **Company Therapist Qualifications.** All Services provided by Company Therapists under this Agreement shall be performed by fully certified speech-language pathologists, licensed in Michigan, and associated with Company. In accordance with applicable law, Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), Company will have any of its employees, contractors or agents who will be providing services under this Agreement to be fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. Company further agrees to provide School with a copy of all fingerprinting and criminal history background reports prior to commencing any work under this Agreement as permitted by applicable law. The cost of the fingerprinting and background checks shall be paid for by the Company

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6. **Payment.** School agrees to pay for Services rendered at the request of School at the hourly rate of $90 per hour ("Fees"). The time recorded will be billed in increments of .25 an hour of 15 minutes and shall be recorded for all time performing Services, including without limitation time spent doing any of the following: evaluations, make-up sessions, preparation, documentation, meeting, therapy-related communication, and travel, as well as mileage and other reasonable out-of-pocket expenses incurred by Company or Company Therapist during the performance this Agreement ("Expenses").

7. **Invoicing**. Company will invoice School at the end of each month, to include Fees owed and Expenses incurred during the previous month. The balance of each invoice is due in ten days (on the tenth of the subsequent month), and shall be paid directly to Company via check mailed to the below-listed address, or, via direct deposit, as arranged between Company and School. If School fails to pay Fees at the time payment is due, Company reserves the right to cease performance of Services and/or add a late fee of 1.5% to the balance for every month the payment is late.

8. **Cancelation Fees**. Company has prepared to provide services in accordance with this Agreement. Planned sessions require a minimum of 24-hour notice for cancelation in order to avoid being charged for the full session time. Furthermore, Services should begin on the Commencement Date. If Services do not begin on the Commencement Date due to School delay and/or if 24-hour notice is not given to Company prior to cancelation, School hereby acknowledges and agrees to pay a "Cancellation Fee" equal to the fee that would have been charged for the full session to compensate the Company Therapist for the missed session. Company Therapist will make reasonable efforts to reschedule canceled sessions, which will be charged at the normal hourly rate above. Notwithstanding the foregoing, rescheduled sessions are based solely on the availability of Company Therapist.

9. **Company Responsibilities**. Company shall make all reasonable efforts to perform the Services in accordance with the following:

a. Company shall provide to School, if asked, documentation of ASHA certification and State of Michigan Speech-Language Pathology Licensure of all Company Therapists providing Services to its students.

b. Company shall provide Services to a standard of quality typical of professionals in the speech-language industry and with commercially reasonable best efforts.

c. Company shall provide the necessary therapy materials to provide the Services.

d. Company shall utilize a HIPAA compliant platform for Teletherapy services if needed.

10. **School Responsibilities.** School shall make all reasonable efforts to perform the following in accordance with this Agreement:

a. School will use commercially reasonable efforts to assist Company in providing the Services.

b. IEP and/or other meetings necessitating Company Therapist attendance will be scheduled during School hours. If meetings necessitating Company Therapist are scheduled after School hours, School agrees to pay Company Therapist for attendance at Company Therapist's regular hourly rate of $90 per hour.

c. For Services On Location:

i. School will provide a contact person in each Location which Services will be provided to assist in identifying caseload list, student, teacher, classroom schedules, and efficient caseload scheduling.

ii. School will provide access to the special education system (i.e. MIPSE, EdPlan).

iii. School will provide a clean, quiet, and private treatment space for students to receive Services as well as the commercially reasonable technology for participation.

d. For Teletherapy Services:

i. School will provide a contact person in each Location which Services will be provided to assist in identifying caseload list, student, teacher, classroom schedules, and efficient caseload scheduling.

ii. School will provide access to the special education system (i.e. MIPSE, EdPlan).

iii. School shall provide a clean, quiet, and private treatment space for students to receive Services via Teletherapy as well as the commercially reasonable technology for participation and interactivity, including without limitation: a computer, monitor, webcam, and a headset.

iv. School shall provide a printer and reliable high-speed internet with an adequate bandwidth for virtual therapy, as well as a reliable back-up phone in the event technology fails. School hereby acknowledges and agrees that all time spent in attending or preparing for any missed sessions due to school's non-functional technology will be billed according to this Agreement, regardless of the student's ability to participate.

v. School will provide a paraprofessional to assist in scheduling and timely transport of students to the therapy space on Location.

vi. School will provide a paraprofessional to assist students requiring assistance with technology for participation and engagement.

11. **Confidentiality.** The Parties agree that they shall comply with all applicable provisions of the Family Educational Rights and Privacy Act ("FERPA") as it relates to student educational records and information. Both Parties shall keep all student information confidential, only discussing information with parents, teachers, or other involved professionals who have a

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legitimate educational interest and/or disclosure is pursuant to an exception to the consent requirements under FERPA. Any Proprietary Information (as defined below) provided by the Company to School shall be kept confidential by School and may not, without prior written consent of Company, be disclosed in any manner for any other purpose than performing its requirements under this Agreement. The terms of this Article shall survive for two (2) years following the termination of the Term. Company shall maintain confidential students' official records. All records are part of School records, and Company will follow the School's policy to the extent such policies to not violate Company's ethical and legal responsibility to keep patient records confidential.

12. **Return of Records.** Upon termination of this Agreement, School shall return to Company all information, methods, works, know-how, trade secrets, research, materials, images, drawings, designs, strategies, or other business information ("Proprietary Information"). If directed, School shall destroy such Proprietary Information and tangible embodiments of the same, permanently erase files containing any Proprietary Information, and certify to Company, in writing, that such actions have been taken.

13. **Non-Solicitation**. School agrees, during the term of this Agreement and for 12 months thereafter, School shall not encourage or solicit any employee, independent contractor, or vendor of Company to leave, terminate, or alter its relationship with Company in any way and for any reason without prior written consent. School hereby acknowledges and agrees that if Company's employee, staff, independent contractor, or vendor ("Company Contact") leaves or modifies its relationship with Company for the benefit of School without prior written consent, Company shall charge, and School shall pay a fee equal to 3% of that Company Contact's first 6 months of pay ("Finders Fee"). The Finders Fee shall be due to Company immediately after the first 6 months of the Company Contact's provision of services to School.

14. **Insurance.** Company shall carry professional liability insurance with a minimum policy limit of at least $1,000,000 per incident and $3,000,000 aggregate. A copy of the certificate of insurance evidencing such coverage is available upon request.

15. **Assignment**. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent.

16. **Counterparts**. 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 electronically, by facsimile or a scanned copy and shall be deemed original. For clarity, changes shall be reflected in one document.

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17. **Entire Agreement; Modification.** 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 signed by authorized representatives of both Parties.

18. **Independent Contractor Status**. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School. This Agreement does not create partnership, agency relationship, or joint venture between the Parties, nor does either Party has any power or authority to bind the other or to create any obligation or responsibility on behalf of the other.

19. **Governing Law**. 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. The parties hereby submit to the jurisdiction of the state and federal courts in Kent County, Michigan and agree that said courts have the sole and exclusive jurisdiction over any and all disputes and causes of action involving such party that arise out of or relate to this Agreement or its performance.

20. **Severability**. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement, which shall be fully severable, and given full force and effect.

21. **Notices**. All notices and other communications required or permitted under this Agreement shall be in writing, and provided to the other party either in person or by certified mail to the addresses listed in the introductory paragraph of this Agreement. A party may change or supplement its address for the purposes of receiving notice pursuant to this Section 20 by giving the other Parties written notice of the new address.

22. **Attorney Fees**. Should either party bring legal action to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the losing party its reasonable attorneys' fees and costs in addition to any other relief to which such party is entitled.

23. **Knowing Consent and Authority to Consent**. The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective party.

Duncan Lake Therapy Collective

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SCHOOL:

Sara Larkin — 2026-10-26

Sara Larkin
Director of Student & Related Services
Kent Intermediate School District

Date

COMPANY:

Tamiko Teshima — 2026-10-26

Tamiko Teshima, M.A, CCC-SLP
Owner/Speech-Language Pathologist
Duncan Lake Therapy Collective, LLC

Date

Duncan Lake Therapy Collective

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1. **Term.** The Term of this Agreement shall commence on December 18, 2026 and shall terminate on March 28, 2027. This shall be referred to as the "Term."

2. **Termination.** Either party may terminate this Agreement for no cause and without any reason 45 days' written notice, in which case the Termination Date will be the 46th day after the date the notice is sent. Either party may terminate this Agreement immediately and without notice, for cause. For the purposes of this Section 2, "for cause," shall be defined as:

   a. material breach of this Agreement;
   b. commission of an illegal act, unethical practice, theft, or embezzlement;
   c. conduct that may adversely effect the other party or bring the other party's reputation into disrepute;
   d. any act exposing the other party to liability to third parties for personal injury or damage to property; or
   e. non-payment of Fees due under this Agreement.

3. **Services.** Any, all, or some of the below-listed speech and language therapy services (hereafter "Services") may be provided by Company via Company staff or independent contractors ("Company Therapist") to students of School. Services shall commence on December 18, 2026 ("Commencement Date"). Company will be prepared to provide Services as of the Commencement Date. Should School be unprepared for Services to start on the Commencement Date, Company shall charge School a Cancelation Fee in accordance with Section 7. Services will be provided 5 days per week, totaling 37.5 hours, not to exceed 40 hours per week, and in alignment with the School's academic calendar. The Parties acknowledge and agree that Company Therapist's caseload shall not exceed an average of ten (10) students per contracted service day unless otherwise agreed to in writing by the Parties. In the event the School's student service needs exceed this limitation, the Parties acknowledge that additional speech-language pathology providers may need to be contracted, or the School shall remain responsible for

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j. Completion of Medicaid billing

4. **Locations.** School may request Services to be performed at any of the following locations, all of which are within the School's school district (hereafter, any and all called "Location(s)"):

School	Level	Address
Lincoln School	K-?	860 Crahen Rd NE, Grand Rapids, MI 49525
Pine Grove Learning Center	K-?	2101 52nd St SW, Wyoming MI 49519

5. **Company Therapist Qualifications.** All Services provided by Company Therapists under this Agreement shall be performed by fully certified speech-language pathologists, licensed in Michigan, and associated with Company. In accordance with applicable law, Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), Company will have any of its employees, contractors or agents who will be providing services under this Agreement to be fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. Company further agrees to provide School with a copy of all fingerprinting and criminal history background reports prior to commencing any work under this Agreement as permitted by applicable law. The cost of the fingerprinting and background checks shall be paid for by the Company

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a. School will use commercially reasonable efforts to assist Company in providing the Services.

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13. **Non-Solicitation**. School agrees, during the term of this Agreement and for 12 months thereafter, School shall not encourage or solicit any employee, independent contractor, or vendor of Company to leave, terminate, or alter its relationship with Company in any way and for any reason without prior written consent. School hereby acknowledges and agrees that if Company's employee, staff, independent contractor, or vendor ("Company Contact") leaves or modifies its relationship with Company for the benefit of School without prior written consent, Company shall charge, and School shall pay a fee equal to 3% of that Company Contact's first 6 months of pay ("Finders Fee"). The Finders Fee shall be due to Company immediately after the first 6 months of the Company Contact's provision of services to School.

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17. **Entire Agreement; Modification.** 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 signed by authorized representatives of both Parties.

18. **Independent Contractor Status**. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School. This Agreement does not create partnership, agency relationship, or joint venture between the Parties, nor does either Party has any power or authority to bind the other or to create any obligation or responsibility on behalf of the other.

19. **Governing Law**. 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. The parties hereby submit to the jurisdiction of the state and federal courts in Kent County, Michigan and agree that said courts have the sole and exclusive jurisdiction over any and all disputes and causes of action involving such party that arise out of or relate to this Agreement or its performance.

20. **Severability**. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement, which shall be fully severable, and given full force and effect.

21. **Notices**. All notices and other communications required or permitted under this Agreement shall be in writing, and provided to the other party either in person or by certified mail to the addresses listed in the introductory paragraph of this Agreement. A party may change or supplement its address for the purposes of receiving notice pursuant to this Section 20 by giving the other Parties written notice of the new address.

22. **Attorney Fees**. Should either party bring legal action to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the losing party its reasonable attorneys' fees and costs in addition to any other relief to which such party is entitled.

23. **Knowing Consent and Authority to Consent**. The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective party.

Duncan Lake Therapy Collective

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SCHOOL:

Sara Larkin
Director of Student & Related Services
Kent Intermediate School District

COMPANY:

Tamiko Teshima, M.A, CCC-SLP
Owner/Speech-Language Pathologist
Duncan Lake Therapy Collective, LLC