

**WHEATLAND SCHOOL DISTRICT
BOARD AGENDA ITEM**

CONSENT
 ACTION
 REPORT/INFORMATION

BOARD MEETING DATE: September 12, 2019
BOARD AGENDA NUMBER: 4.5
BOARD AGENDA ITEM: Contract with School Steps Inc.
DEPARTMENT: District
CONTACT PERSON: Craig Guensler

REPORT/PROPOSAL:

Approval is needed to re-new contract with School Steps (previously "Baby Steps") for Occupational Therapy for students in our district.

SUPERINTENDENT'S RECOMMENDATIONS:

Approve as submitted

School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916) 947-1812

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Wheatland School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2020 in essence the school year 2019-2020.

2. Scope of Work

Special education related services (Occupational Therapy), evaluations / assessments, therapy, IEP meetings attendance, consultation, small group or direct contact. IF a representative of School Steps Inc is not able to attend an IEP meeting, a copy of the report will be given to the Special Education Director in advance.

3. Payment & Billing

Wheatland School District agrees to pay **School Steps Inc** at the rate of \$700.00 per day for Occupational Therapy services.

Wheatland School District has secured **School Steps Inc** for services not to exceed an average of 4.5 days per week for Occupational Therapy services through the 2019-2020 school year. If the number of days changes due to changes in assumed workload or evaluations, **School Steps Inc** will contact **Wheatland School District** in advance of providing additional days.

School Steps Inc will invoice **Wheatland School District** for services rendered at the end of each calendar month.

4. Caseload

School Steps Inc' employees have caseload limits. For students with severe disabilities (SH students), the limit is 8 students per day. For general education population (RSP students) the caseload limit is 11 students per working day. These limits are created based on the assumption that the therapist is operating at a single site for at least 7.5 hours a day. Travel to different locations will lower the ratios put forth. These limits are simply guidelines and School Steps Inc personnel and management will continue to work with school districts to deliver efficient excellent services.

5. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Wheatland School District** provides to employees of Wheatland School District.

6. Status of Consultant

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc**.

Wheatland School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

7. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance.

8. Cancellation

This agreement shall not be cancelled by **School Steps Inc** or **Wheatland School District** for the school year 2019-2020. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered. Should **Wheatland School District** choose to terminate the contract before the completion of the school year 2019-2020 **Wheatland School District** will pay **School Steps Inc** the equivalent of one month of the full contract time and the at rate of \$125.00/hr, in addition to all services rendered.

9. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

10. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

11. Severability

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.

12. Exclusivity

In a show of good faith in order to enter into this contract, **School Steps Inc** agrees to not have any employees of **School Steps Inc**, who have been employed by **Wheatland School District** within the previous year, render services on **School Steps Inc**' behalf to **Wheatland School District**

13. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Wheatland School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any **School Steps Inc** employee with an offer or employment or an offer to enter into competing contract services for 1 year (s) following termination of employment from **School Steps Inc**. If this agreement is breached **Wheatland School District** agrees to pay **School Steps Inc** a finder's fee the equivalent of 3 months compensation, including wages, benefits and retirement.

14. Unintended Closing

Should school close on unscheduled days, for three days or more, Wheatland School District will pay School Steps Inc based the agreed upon rate of the contract.

School Steps Inc – William Delaney

Print or Type Name



5-29-2019

Sign Name / Date

Wheatland School District Superintendent

Signature of Representative / Date