

**WHEATLAND SCHOOL DISTRICT
BOARD AGENDA ITEM**

CONSENT
 ACTION
 REPORT/INFORMATION

BOARD MEETING DATE: September 10, 2020
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 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 [collectively: 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 to any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from July 01, 2020 through June 30, 2021 in essence the school year 2020-2021.

2. Scope of Work

All functions servicing Wheatland School District by School Steps Inc. will be provided with written reports of evaluations and assessments. The written reports will be written per the organizations report templates.

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

Contracting Agency agrees to pay School Steps Inc at the following rates based on the amount of time secured:

- \$700.00 per day for Occupational Therapy services

Contracting Agency will be billed only for services rendered. School Steps Inc. will track hours spent on eligible mental health services.

School Steps Inc and Contracting Agency will jointly determine caseloads.

Contracting Agency will determine the work activities that need to be covered by the School Steps Inc contractors.

It is expected that Contracting Agency will pay the invoice in full within 30 days of receiving the invoice via email. Should Contracting Agency fail to pay within 45 days of receiving the invoice, interest rate of 10% per annum, compounded monthly, will be added to invoiced cost. The penalty will show as a line item on the next month's invoice. Every month beyond the original 45 days of delivery will incur an additional month's charge.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement.

5. 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.

School Steps Inc employees make no claim to the benefits Contracting Agency provides to employees of Contracting Agency. Contracting Agency shall not provide worker's compensation insurance coverage for School Steps Inc employees.

6. 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.

7. Cancellation

This agreement may be cancelled by School Steps Inc or Contracting Agency upon the giving of 45 calendar days, not including holidays, in advance written notice for all services. Such notice shall be delivered either in person, by email or by United States Postal Service. In the event of cancellation, School Steps Inc shall be paid for all services rendered. Should Wheatland School District cancel the contract, School Steps Inc will be paid at the contracted rate and time commitment through the 45 day cancellation period.

8. 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.

9. 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.

10. 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.

11. Non-Solicitation Agreement

For good consideration and as an inducement for School Steps Inc (Company) to enter into contract with Contracting Agency, the Contracting Agency hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer of 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 Contracting Agency agrees to pay School Steps Inc a finder's fee the equivalent of 2 months compensation, including wages and benefits.

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. Unintended Closing


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

Matt Stringer, President

School Steps, Inc.

CRAIG M. Gwensler

Wheatland School District Representative

 5/27/20
Sign Name / Date

 5/27/20
Signature of Representative / Date