

**WHEATLAND SCHOOL DISTRICT
BOARD AGENDA ITEM**

CONSENT
 ACTION
 REPORT/INFORMATION

BOARD MEETING DATE: September 8, 2022
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

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc.**, 6960 Destiny Drive, Ste. 111, Rocklin, CA 95677 (hereinafter referred to as “**School Steps**”) and **Wheatland Elementary School District**, 111 Main Street, Wheatland, CA 95692 (hereinafter referred to as “**Contracting Agency**”) for the provision of services by School Steps as an independent agent and not an employee of the Contracting Agency. School Steps 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 1, 2022 through June 30, 2023 in essence the school year 2022-2023, in alignment with the school calendar and/or additional dates agreed upon.

2. Scope of Work

All functions servicing Contracting Agency by School Steps 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 (**Certified Occupational Therapy Assistant**), screenings, therapy, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.
- Special education related services (**Teacher of the Deaf and Hard of Hearing**) include screenings, working directly with hearing impaired students (small group or individual), evaluation of hearing impaired students, review of the doctor’s hearing impaired paperwork, IEP meetings attendance (if held on agreed upon days of service), and consultation. Additional assessments will result in an additional charge.

3. Amendments

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Contracting Agency and School Steps.

4. Payment & Billing

Contracting Agency agrees to pay School Steps at the following rates based on the amount of time secured listed on Exhibit A.

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

School Steps and Contracting Agency will jointly determine caseloads.

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

5. Records

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

6. Status of Consultant

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

School Steps 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 employees.

7. Background Check/ DOJ Clearance

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

8. Cancellation

This agreement may be cancelled by School Steps 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 shall be paid for all services rendered. Should Contracting Agency cancel the contract, School Steps Inc will be paid at the contracted rate and time commitment through the 45-day cancellation period.

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. Non-Solicitation Agreement

For good consideration and as an inducement for School Steps to enter into contract with Contracting Agency, the Contracting Agency hereby agrees not to directly or indirectly solicit any School Steps employee with an offer of employment or an offer to enter into competing contract services for 1year(s) following termination of employment from School Steps. If this agreement is breached Contracting Agency agrees to pay School Steps a finder's fee the equivalent of 2 months compensation, including wages and benefits.

13. Exclusivity

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

14. Unintended Closing

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

Agreement for Contracted Services

THE PARTIES execute this AGREEMENT on the 19th day of April, 2022.

School Steps, Inc.

By: 
Matt Stringer, President

Date: 4/19/2022

Wheatland Elementary School District

By: *Craig Guensler* (electronically signed)

Print Name: Craig Guensler

Title: Superintendent

Date: 4/19/2022

**Exhibit A
Services and Rates
2022-2023**

Services	Rates	Hours
Teacher of the Deaf and Hard of Hearing	\$105.00/Hour	“as needed”
Certified Occupational Therapy Assistant	\$87.50/Hour	“as needed”