



**SCHOOL STEPS, INC  
AND  
WHEATLAND ELEMENTARY SCHOOL DISTRICT**

**MASTER SERVICES AGREEMENT FOR EDUCATION AND EDUCATION RELATED SERVICES**

This MASTER SERVICES AGREEMENT FOR EDUCATION AND EDUCATION RELATED SERVICES together with Addenda and Exhibits (collectively, the “Agreement”) is made and entered into this 1<sup>st</sup> day of July, 2025 (“Effective Date”), by and between **School Steps, Inc.** (“School Steps”), having its principal place of business at 6960 Destiny Drive, Suite 111, Rocklin, California 95677 and **Wheatland Elementary School District** (“Client”), having its principal place of business at 111 Main Street, Wheatland, California 95692.

WHEREAS School Steps is in the business of providing personnel, including professionals and assistants (collectively referred to herein as “Education and Education Related Service Providers”) to perform physical therapy, occupational therapy, speech-language therapy, psychology, special education teaching, and nursing (“Education and Education Related Services”); and

WHEREAS Client is in need of Education and Education Related Services;

WHEREAS Client desires to engage School Steps to provide Education and Education Related Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement

The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning on the Effective Date until June 30, 2026. This Agreement will automatically renew for three (3) additional one (1) year periods. In the event either party wishes not to renew the Agreement for the following Agreement year, notice must be given no later than 30 days prior to the end date.

2. Requests for Education and Education Related Services

School Steps will use its best efforts to supply Client with Education and Education Related Service Providers for the hours and times requested by Client. Nothing contained herein will guarantee that

School Steps will be able to fill any particular request of Client for Education and Education Related Service Providers. Further, nothing contained herein will guarantee that an Education and Education Related Service Provider, once assigned to Client, will be able to complete the assignment. If an Education and Education Related Service Provider is unable to complete an assignment for any reason, School Steps' sole obligation is to use its best efforts to procure a replacement Education and Education Related Service Provider for Client. Client hereby releases and relieves School Steps from all liability in connection with its failure to provide an Education and Education Related Service Provider when requested by Client or to replace an Education and Education Related Service Provider who has begun an assignment.

3. Education and Education Related Service Provider Assignments and Rates

A. Education and Education Related Service Provider Assignments

- (i) Client will provide Education and Education Related Service Providers with work assignments consistent with Client's standard workday and calendar, 8 hours per workday ("Standard Workday").
- (ii) Client will provide Education and Education Related Service Providers with orientation, training and professional development days. These will be billed as Standard Workdays.

B. Education and Education Related Service Provider Rates

(i) Hourly Rate

The attached Rate Schedule (**Addendum A**) lists hourly rates for all Education and Education Related services requested by Client. School Steps and Client mutually agree that the rates in Addendum A will increase by 3% or CPI, whichever is higher, each contract year in order to align with Cost-of-Living Adjustments.

(ii) Mileage Reimbursement

Education and Education Related Service Providers assigned to Client will be reimbursed mileage for travel between Client's assigned facilities, training sites and professional development sites ("Mileage Reimbursement"). Mileage Reimbursement will be reimbursed at the federally approved mileage reimbursement rate and will be adjusted as necessary to maintain consistency with the federally approved rate.

4. Education and Education Related Service Providers

A. Licensure

All Education and Education Related Service Providers provided to Client pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the term hereof to perform the applicable Education and Education Related services in the state in which Client requests an Education and Education Related Service Provider to perform services.

B. Screening of Education and Education Related Service Providers

Subject to the limitations of applicable federal, state and local laws and regulations, School Steps will conduct the following screenings, tests, and background checks for all Education and Education Related Service Providers provided to Client pursuant to this Agreement: freedom from communicable diseases; including Tuberculosis; lack of criminal record including sexual offender and predator; and acceptable professional references.

C. Employees and Subcontractors

All Education and Education Related Service Providers provided to Client pursuant to this Agreement are employees or subcontractors of School Steps and School Steps is solely responsible for the wages or fees, benefits (if any), and tax withholding (if any) of the Education and Education Related Service Providers. School Steps reserves the right to terminate, discipline, or reassign Education and Education Related Service Providers if such action is warranted in its sole discretion. In the event Client is dissatisfied with the services of a particular Education and Education Related Service Provider, Client's sole remedy is to notify School Steps of its dissatisfaction. If School Steps is unable to cure Client's dissatisfaction within a reasonable amount of time, School Steps will provide Client with another Education and Education Related Service Provider if available.

D. Health and Safety Training

School Steps will provide Education and Education Related Service Providers all training necessary to comply with the Occupational Safety and Health Administration's (OSHA) blood borne pathogens standard. Client agrees to provide Education and Education Related Service Providers with site specific information required by OSHA standards, including but not limited to availability of protective equipment and site procedures.

E. Health Insurance Portability and Accountability Act ("HIPAA") Compliance

School Steps and all Education and Education Related Service Providers providing Education and Education Related services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of "Protected Health Information," as defined therein.

F. Family Educational Rights and Privacy Act ("FERPA") Compliance

School Steps and all Education and Education Related Service Providers providing Education and Education Related services to Client pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.

5. Client's Obligations

A. Facility

To the extent Client provides the facility in which Education and Education Related Service Provider performs services and such facility is not a private personal residence, such facility will be well lit, climate controlled, and free from recognized hazards. Client warrants and represents that the facility in which Education and Education Related Service Provider will perform services complies with all federal, state, and local health and safety codes, laws and regulations, and with all federal, state, and local laws governing reasonable accommodations for disabled individuals. Client will provide adequate or designated space for Education and Education Related Service Provider to perform services and a designated storage area for Education and Education Related Service Provider to store student records. Client will also provide free parking and restroom facilities for use by Education and Education Related Service Provider.

B. Designation of Liaison

Client will designate a representative of Client to serve as a Liaison between Client and Education and Education Related Service Provider on all operational matters, including, but not limited to, use of facilities, implementation of applicable state and federal guidelines for services, scheduling, attendance record keeping, progress reports, services notes, in-service meetings, consultations, and reporting of time. Client may change the designation from time to time by providing notice to School Steps as addressed below.

C. Client's Procedures

Client will provide instruction, orientation and professional development days for Education and Education Related Service Provider assigned to work in its facility. Education and Education Related Service Provider will be fully integrated in Client's program and will be instructed as to its documentation, administrative, and services procedures. Education and Education Related Service Provider will comply with all instructions given by Client. Client will notify School Steps and Education and Education Related Service Provider of all documentation/record-keeping procedures.

D. Equipment

Client will provide Education and Education Related Service Provider with all equipment reasonably necessary for Education and Education Related Service Provider to perform mandated services hereunder, including without limitation, office supplies, access to service-related equipment, assessment tests and service-related materials, and technology required to implement and document services. If Client has an automated and/or mandated documentation method, requiring access to an Intranet and/or a proprietary Student/Patient Information Management System, the Client must identify an assigned computer to the Education and Education Related Service Provider, and provide training and grant full access to implement that method.

E. Notice of Replacement and Opportunity to Backfill

Client will provide School Steps with 30 days advance notice prior to replacing or terminating any Education and Education Related Service Provider. If terminating Education and Education Related Service Provider, Client will provide School Steps with 30 days from notice to replace

terminated Education and Education Related Service Provider with a substitute qualified Education and Education Related Service Provider.

6. Billing and Invoicing

A. Billing Rates

The billing rates for each Education and Education Related Service Provider assigned to Client are specified in **Addendum A** of this Agreement which may govern any particular Education and Education Related Service Provider assignment.

B. Invoicing

School Steps will send periodic (monthly, semi-monthly or weekly) invoices to Client, at Client's email address as indicated below. School Steps invoices are based on time cards completed by Education and Education Related Service Provider. Payment is due in full upon receipt in accordance with instructions on the invoice. If any payment is not paid within sixty (60) days of the date of invoice, unpaid balances will be assessed interest charges of 1.5% per month [18 percent (18%) per annum]. The ability to invoice based on approval of the contract will not be unreasonably withheld. A flat administrative fee of \$50.00 will be charged to Client for each invoice that requires original, written paper documentation to be provided to Client for invoice support.

C. Payment

School Steps anticipates prompt remittance of amounts due. The preferred method of payment is through the Automated Clearing House Processing System ("ACH") upon conditions of invoice – related banking information:

Bank Name:	Fifth Third Bank
Routing/ABA #	042000314
Account #	7028976616
Account Name	School Steps, Inc.

Checks may alternatively be mailed to the following address:

Postal Mail: School Steps, Inc.  
PO BOX 631024  
CINCINNATI OH 45263

School Steps will not pay convenience fees, surcharges, or any additional costs for payments made by credit card. If Client elects to pay with a credit card, School Steps reserves the right to assess a credit card processing fee equal to the additional cost for payments made by credit card.

D. Contact Information

The Client hereby designates the following individual to be contacted for any billing and/or payment matters including, but not limited to, invoices, purchase orders, documentation, and accounts receivable:

Contact Name:	Angela Gouker, Director of Special Education
Address:	111 Main Street, Wheatland, California 95692
Phone:	(530) 633-3135
Email:	agouker@wheatland.k12.ca.us

Inquiries of the Client to School Steps should be directed to the Accounts Receivable Representative at (800) 434-4686 ext. 636.

7. Insurance

A. Provided by School Steps

School Steps shall maintain the following insurance coverage during the term of this Agreement:

- (i) Professional Liability Coverage with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
- (ii) Worker's Compensation Insurance including occupational disease coverage in accordance with all state and federal requirements.

B. Provided by Client

Client shall maintain the following insurance coverage during the term of this Agreement:

Comprehensive General Liability with bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming School Steps as an additional insured.

Upon request, the parties agree to provide each other with insurance certificates evidencing the requisite insurance coverage, which contains a provision that the coverage afforded under the policies will not be cancelled without thirty (30) days written notice.

8. Indemnification

The parties hereto agree to indemnify, defend and hold harmless, each other and their respective parents, subsidiaries and affiliates, directors, officers, agents, servants and employees, from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including, without limitation, reasonable attorney's fees and legal costs, sustained or incurred by or asserted against the party seeking indemnification by reason of, arising from, or in any way attributable to the duties, responsibilities or obligations of the other party under and during the term of this Agreement; any negligence, wrongful act, intentional act, or omission of or by the other party, their agents, servants, employees, officers, representatives or subcontracts, provided that this indemnification shall not apply to the sole negligence or wrongful act of the party seeking indemnification,

their agents, servants, employees, officers, representatives, subcontractors and Education and Education Related entities. The aforesaid indemnification shall survive termination of this Agreement.

#### 9. Termination of Agreement

Either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event Client terminates the Agreement, Client will be responsible to pay for the following:

- A. All services performed by Education and Education Related Service Provider through the effective date of termination; and
- B. All expenses incurred by School Steps in placing an Education and Education Related Service Provider with Client, including without limitation, nonrefundable security deposits, prepaid rent, transportation costs, utility deposits and the like.

School Steps may terminate the Agreement immediately upon notice to Client if;

- C. Client fails to pay any invoice within sixty (60) days of its due date; or
- D. Any petition is filed or proceeding is commenced by or against Client for adjudication as a bankrupt or insolvent entity under federal bankruptcy law or any other bankruptcy and insolvency act; or a proceeding for reorganization is filed by or instituted against Client; or Client makes an assignment for the benefit of creditors; or a proceeding is filed or instituted for the appointment of a receiver for Client.

#### 10. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter (the “Non-Solicitation Period”), Client agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment an Education and Education Related Service Provider who was referred to Client by School Steps, whether Client accepted placement of the Education and Education Related Service Provider, interviewed the Education and Education Related Service Provider or reviewed the Education and Education Related Service Provider’s resume or background information. Client acknowledges that this Non-Solicitation provision is reasonable and necessary for the protection of School Steps’ valid business interests, and that failure to comply with the Non-Solicitation provision will cause immediate and irreparable injury to School Steps, for which injury there is no adequate remedy at law. In the event of the actual or threatened breach of this Non-Solicitation provision by Client, School Steps shall be entitled to immediate injunction by a court of competent jurisdiction to prevent and restrain such breach, and School Steps shall be entitled to recover its costs, including reasonable attorney’s fees and expenses in addition to any other legal or equitable relief to which it may be entitled. This paragraph shall survive termination of the Agreement.

#### 11. Confidentiality

Client and School Steps agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation, employees of School Steps, provided however, that this paragraph shall not apply if such disclosure is required by law or court order. Client agrees to inform

all persons, whether employees, contractors, or agents of Client, with knowledge of the terms of the Agreement of the confidentiality provisions contained herein.

12. Notice

Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the addresses set forth below.

- A. **SCHOOL STEPS, INC.**  
6960 Destiny Drive, Suite 111  
Rocklin, California 95677  
Phone: (800) 892-0640  
Attention: Courtney Miller, Area Director
  
- B. **WHEATLAND ELEMENTARY SCHOOL DISTRICT**  
111 Main Street  
Wheatland, California 95692  
Phone: (530) 633-3135  
Attention: Angela Gouker, Director of Special Education

Notices are effective upon mailing or delivery to overnight courier service, as the case may be.

13. Assignment

A. By Client

This Agreement may not be assigned by Client without the express written consent of School Steps, which consent will not be unreasonably withheld.

B. By School Steps

This Agreement may be assigned by School Steps to School Steps' successor or to any affiliate of School Steps and their respective successors.

14. Addenda and Exhibits

All addenda and exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

15. Entire Agreement

This Agreement, together with all addenda and exhibits attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior oral and written negotiations and agreements. This Agreement may only be modified in a writing signed by all parties hereto.

16. Waiver and Severability

No delay or omission by either party to enforce or exercise any right, remedy or power under this Agreement shall be construed as a waiver of such right, remedy or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. Jurisdiction and Applicable Law

This Agreement is deemed to have been made in the State of Florida, County of Hillsborough, and shall be interpreted in accordance with Florida law, without regard to its conflict of law principles. The parties agree that all litigation arising out of this Agreement must be brought in Florida state court in Hillsborough County, sitting in Tampa, Florida, or in the United States District Court for the Middle District of Florida, sitting in Tampa, Florida, and that the court will have personal jurisdiction over the parties, and that the venue of the action shall be appropriate to and exclusive in such court.

18. Binding Agreement

This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors and assigns.

19. Attorneys' Fees and Costs

In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.

20. Cumulative Remedies

No right or remedy herein conferred or reserved in this Agreement is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

**[Remainder of page intentionally left blank.  
Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and date first written above.

**SCHOOL STEPS, INC.**

By:   
Matt Stringer, Chief Executive Officer

Date: 3/7/2025

**WHEATLAND ELEMENTARY SCHOOL DISTRICT**

By: 

Print Name: Craig Guensler

Title: Superintendent

Date: 03/07/2025

**ADDENDUM A**

**MASTER SERVICES AGREEMENT RATE SCHEDULE**

<b>DISCIPLINE</b>	<b>BILL RATE</b>
Physical Therapist	\$122.00/HOUR
Speech Language Pathology	\$122.00/HOUR
Teacher of the Deaf and Hard of Hearing	\$122.00/HOUR