



AGREEMENT

This Agreement is made and entered by and between Pediatric Therapy Services, LLC (d/b/a The Stepping Stones Group), 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026 hereinafter referred to as “Contractor” and, Perris Union High School District, 155 East 4th Street, Perris, CA, 92570, hereinafter referred to as “School District.” It is hereby agreed as follows:

SERVICES:

Subject to availability, Contractor will provide staffing services on request from School District. Contract will refer qualified candidates (“Candidate(s)”) without regard to race, sex, color, religion, national origin, marital status, veteran status, other protected class, or the presence of a non-job related medical condition or disability.

ASSIGNMENTS:

School District shall have the right of refusal regarding the Candidates to be provided. Candidates shall perform the services at the work site of the Client, during normal working hours of Client. When a school closure exists, School District will try to provide as much advance notice as possible to Contractor to modify or suspend services for a time without penalty or fees.

FEES: Contractor agrees to provide the following services to School District and School District agrees to pay the following hourly rates for those Services:

Please see Rate Sheet Attached

No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked, that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

Contractor will give 30 days’ notice of any increased rates to School District. School District agrees to pay such increases invoiced after 30 day notice of increase.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email to billing contact listed in this agreement and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the billing section above the signature. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by



law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts, if ordered by court or binding arbitration, shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage. The Parties acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. The Parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the School District's function of educating children; and (3) Contractor's personnel shall be engaged in business independent of the School District.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on June 30, 2021. This agreement may be terminated for any reason during the life of the agreement by giving thirty (30) days' notice to the Contractor. Said notice shall be in writing and shall be delivered to the addresses listed for the Contractor. Contractor may terminate this Agreement only if School District breaches this Agreement and shall give 30 days' written notice to School District of its termination. Such notice shall be delivered to the Billing Contact specified below and shall set forth reasons for the termination.

AUTHORITY: In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the School District until approved or ratified by motion of the Governing Board duly passed and adopted.

PERMITS & LICENSES: Consultant shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services.

FINGERPRINTING: This agreement is subject to the provisions of Education Code Section 45125.1. Contractor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the



employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the School District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. School District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

INSURANCE: Contractor shall maintain, and provide to School District upon written or emailed request, the following information:

Proof of valid professional license, if applicable

Proof of insurance coverage for Worker's Compensation per statutory requirements

Contractor shall procure and maintain insurance, and upon request, shall provide School District with Certificates of Insurance covering: General Liability and Professional Liability policies at One Million dollars (\$1,000,000) per claim with a Three Million dollars(\$3,000,000) aggregate each, respectively.

SEVERABILITY: In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.



As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State California. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in California. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

BILLING DETAILS:

Billing Contact Name/Title:

Billing Email/Phone:

Mailing Address (*if different than below in signature*):

Special Billing Instructions:



The **Stepping Stones**
GROUP™
Special Education Solutions

Corporate Office

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

Signed for Contractor:

Signature: Mark Norris

Name: Mark Norris

Title: Sr Vice President

Date: 8/5/2020

Signed for School District:

Signature:

Name:

Title:

Date:



San Bernardino & Riverside Rate Sheet 20/21

Speech Language Pathologist	\$80 – \$95 per hour
Occupational Therapist	\$80 – \$95 per hour
Physical Therapist	\$70 – \$90 per hour
SLPA/COTA/PTA	\$55- \$60 per hour
School Psychologist PPS	\$85 – \$95 per hour
School Counselor or LMFT	\$70 - \$90 per hour
BCBA	\$75 - 90 per hour
RBT	\$55 - 60 per hour
ABA	\$55 - 60 per hour
Behavior Interventionist	\$38 – 42 per hour
Paraeducator	\$30 - 35 per hour
OMS & VI & DHH Teacher & Audiologist	\$75 – \$90 per hour
Social Worker	\$65– \$80 per hour
APE Teacher	\$75 - \$85 per hour
ASL Interpreter	\$60 - 72 per hour
Special Education Teacher & Resource Specialist	\$65 – \$75 per hour
CNA	\$40-45 per hour
LVN	\$46 – \$53 per hour
RN	\$54 - \$62 per hour
Certificated School Nurse	\$85 – \$115 per hour

*An additional overtime fee will be charged for all candidates that work over 8 hours in a day and/or 40 hours in a week. Overtime will be charged at a rate of 1.5 times the individual’s bill rate specified on the Candidate Rate Confirmation sheet.

**Mileage is to be reimbursed at the federal reimbursement rate.