

School Steps Inc
1079 Sunrise Ave, Ste B-183
Roseville, CA 95661
Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Mother Lode Union 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. The signing of this contract supersedes the previous contract, this contract includes additional services.

1. Dates of Service

This contract is in effect from signing through August 15, 2015.

2. Scope of Work

Special education related services (Behavior Services), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service) and consultation

3. Payment & Billing

Mother Lode Union School District agrees to pay **School Steps Inc** at the rate of \$100.00 per hour for Speech Therapy and Occupational Therapy Services

Based on current estimated caseload **Mother Lode Union School District** has secured **School Steps Inc to provide**

- Behavior services (BCBA) at a rate of \$100/hr to include drive time

If the numbers of hours changes due to changes in workload, **School Steps Inc** will work with **Mother Lode Union School District** to determine the appropriate level of services.

School Steps Inc will invoice **Mother Lode Union School District** for the agreed upon set hours at the end of each calendar month.

School Steps Inc will prepare and send the invoice to **Mother Lode Union School District** during the first week of business of the new month for the prior month's services. It is expected that **Mother Lode Union School District** will pay the invoice in full within 30 days of receiving the invoice. Should **Mother Lode Union School District** fail to pay within 45 days of receiving the invoice, a 10% penalty will be added to the entire invoice for the late payment. The penalty will show as a line item on the next month's invoice

4. 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 **Mother Lode Union School District** provides to employees of Mother Lode Union School District.

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** and those employed by **School Steps Inc**.

Mother Lode Union School District 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. Proof of clearance will be provided to Mother Lode Union School District.

7. Cancellation

This agreement may be cancelled, in part or whole, by **School Steps Inc** or **Mother Lode Union School District** upon the giving of 30 days advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered.

Cancellation of the contract prior to the first day school begins places the cancellation date, for purposes of this contract, on the first day of school

8. Hold Harmless and Indemnification

Both parties agree to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the indemnifying party, and the indemnifying party's officers, agents and employees, in performance of this contract.

Both parties agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000.00 per claim/occurrence, and \$2,000,000.00 in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages. To the full extent of the parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees, with such coverage to be provided on a "primary" basis. With respect to such coverage[s], each party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this Agreement

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 **Mother Lode Union 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 **Mother Lode Union School District** agrees to pay School Steps Inc a finder's fee the equivalent of 3 months compensation, including wages, benefits and retirement.

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 Mother Lode Union School District within the previous year, render services on School Steps Inc.' behalf to Mother Lode Union School District.

School Steps Inc – William Delaney

Consultant / Contractor

Sign Name / Date

Mother Lode Union School District

Signature of Representative / Date