



North Kitsap School District

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Meeting: January 11, 2018

Category: Consent Agenda

Subject: Contract for Special Education Services Stepping Stone Group

Goal(s): Success for All Students
Stakeholder Support and Satisfaction
Effective and Efficient Operations

Budget Implication: Special Education Budgeted Funding

Summary: There was a resignation in December of a contracted Occupational Therapist. There is an OT position that continues to be posted and remains unfilled on the NKSD HR website. While we are waiting on a qualified candidate to apply and be hired into this position we need to contract with the Stepping Stone Agency to fill the vacancy and serve our students according to their IEP's and law.

State of Washington

NAME: SUSAN LEE ROZALSKY

EDUCATION CERTIFICATE

CERTIFICATE NO: 491442J

CERTIFICATE TYPE: INITIAL EDUCATIONAL STAFF ASSOCIATE

ISSUE DATE: 09/11/2012

EXPIRATION DATE: 06/30/2020

ENDORSEMENTS: SCHOOL OCCUPATIONAL THERAPIST



Randy Dow
Superintendent of Public Instruction

Alteration Renders This Certificate Null and Void

878573

DO NOT REMOVE THIS PORTION OF THE CERTIFICATE

This certificate authorizes you to practice in Washington State.

Additional information regarding certification is enclosed.

For further information please contact:

OSPI, Professional Education & Certification:

PO Box 47200, Olympia, WA 98504-7200

Phone: (360) 725-6400

Fax: (360) 586-0145

Email: cert@k12.wa.us

Web: www.k12.wa.us/certification

If you receive information from a source other than the OSPI Certification Office, it is your responsibility to contact OSPI to ensure you have accurate information.

CERTIFICATION REQUIREMENTS ARE SUBJECT TO CHANGE. THE CERTIFICATED PROFESSIONAL IS RESPONSIBLE FOR BEING KNOWLEDGEABLE ABOUT CURRENT AND REVISED REGULATIONS. IT IS THE RESPONSIBILITY OF THE CERTIFICATE HOLDER TO OBTAIN AND MAINTAIN VALID APPROPRIATE WASHINGTON CERTIFICATION TO PRACTICE IN THIS STATE.



SERVICES AGREEMENT

This Services Agreement ("Agreement") made as of December 14, 2017, by and between Cumberland Therapy Services, LLC, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group ("Contractor") and, North Kitsap School District ("Client"). It is hereby agreed as follows:

FEES: Unless more particularly described in Exhibit B to this Agreement, Contractor agrees to provide the following services to Client and Client agrees to pay the following hourly rates below for those Services:

Discipline	Bill Rate
Occupational Therapist	\$72 per hour

Client agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of 37.5 hours per week; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week, or above eight hours per day, without advanced authorization from both Contractor and the designated supervisor assigned by Client. Any hours worked that are subject to state or federal statutory overtime requirements will be billed at 150% of bill rate. Client will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to Client with no mark-up. Client agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

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

PAYMENT TERMS: Client will be billed every two weeks, as more particularly described in Exhibit A to this Agreement, and agrees to pay all outstanding invoices within 30 days of receipt. Client agrees and understands that Client is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet.

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 Client 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 shall be paid by Client. 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.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee's salary.



The Stepping Stones
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

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.

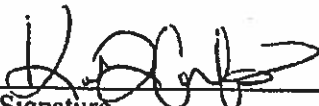
JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Washington. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Washington. Both parties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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

CONTRACTOR:



Signature

Katelyn L. Gustafson

Name

Client Services Manager

Title


December 14, 2017

Date

Notices:

Pediatric Therapy Services, LLC
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Phone: (800) 337-5965

CLIENT:



Signature

Lori Buxton

Name

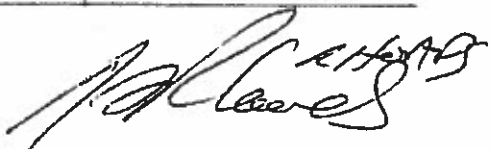
A. Director Special Ed.

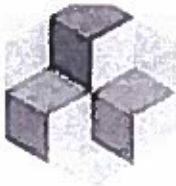
Title

12-14-17

Date

Notices:


North Kitsap School District
18360 NE Caldart Avenue
Poulsbo, WA 98370
Phone: (360) 396-3000



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EXHIBIT B:
ASSIGNMENT CONFIRMATION

A copy of this Exhibit B to be completed for each employee assigned by Contractor to Client and incorporated by reference into the Services Agreement.

Employee Assignment Information:

Employee's Name:	Susie Rozalsky
Discipline:	Occupational Therapist
Billable Hours/Week:	37.5
Bill Rate:	\$72 per hour
Additional Info:	

Lori Buyten
Client Signature

A. Director Special Ed.
Title

Lori Buyten
Name

12-14-17
Date

[Signature]
RIZARDOS