

**BOARD DATE:**  
September 10, 2020

**Item:** 8.d.2.

**AGENDA ITEM:**  
Ratify Client Services Agreement–Sunbelt Staffing, LLC

**RECOMMENDED MOTION:**

Board ratification is requested for a short-term client services agreement between Sunbelt Staffing, LLC and Alvord Unified School District from September 10, 2020 through December 31, 2020. This agreement allows Sunbelt to recruit and provide contract speech/language pathologist assistants to provide therapy services for special needs students as required by their Individualized Education Program (IEP).

**RATIONALE:**

The Special Education department requires Speech Language Pathology Assistants (SLPA) to provide therapy sessions and prepare therapy materials while the licensed speech pathologist completes 2019-2020 delayed and upcoming assessments, writes reports, attend IEP meetings, and continue to provide therapy.

The cost of this agreement will be funded through CARES. This will result in a reduction in the amount of the original agreement with Sunbelt which is funded with Special Education AB602 funds.

Board approval is requested to approve the short-term client services agreement with Sunbelt Staffing, LLC from September 10, 2020 through December 31, 2020. This agreement allows Sunbelt to recruit and provide contract Speech/Language Pathologist Assistants to provide therapy services for special needs students as required by their Individualized Education Program (IEP).

**FISCAL IMPACT:**  
\$100,000.00 (General Fund/Restricted-CARES)

**CONSENT ITEM**

# Sunbelt Staffing

to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

## 26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

## 27. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

## 28. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

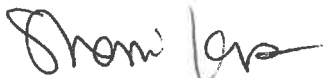
## 29. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement).*

### Alvord Unified SD

Client Name



Client Representative Signature

9/11/2020

Date

Sherri Kemp, Ed.D.

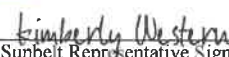
Print Name

Assistant Superintendent, Educational Services

Title

### SUNBELT STAFFING, LLC

DocuSigned by:

  
Sunbelt Representative Signature  
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6/9/2020

Date

Kimberly Western

Print Name

Vice President

Title



## RATE SCHEDULE

Client Name: Alvord Unified SD

## 1. Hourly Rates

Category	Bill Rate per Regular Hour	
Speech Language Pathologist	\$ 85.00-110.00	per hour
Physical and/or Occupational Therapist	\$ 85.00-110.00	per hour
SLPA, PTA and/or COTA	\$ <del>68.00-93.00</del> 66.00-93.00	per hour
CFY	\$ 85.00-110.00	per hour
School Nurse – RN/LPN	\$ 68.00-93.00	per hour
Psychologist	\$ 90.00-115.00	per hour
Behavior Specialist	\$ 90.00-115.00	per hour
Guidance Counselor	\$ 69.00-93.00	per hour
Social Worker	\$ 68.00-93.00	per hour
Special Education Teacher	\$ 68.00-93.00	per hour
Life Skills Teacher	\$ 68.00-93.00	per hour
Sign Language Interpreter	\$ 68.00-93.00	per hour
Teacher of the Visually Impaired	\$ 90.00-115.00	per hour
Adaptive Physical Education Teacher	\$ 90.00-115.00	per hour
Orientation and Mobility Specialist	\$ 90.00-115.00	per hour
Music Therapist	\$ 68.00-93.00	per hour
Other: TDHH	\$ 85.00-110.00	per hour
Other: Teletherapy	\$ 10.00-15.00 premium charge	per hour
Substitute for any discipline provided	\$ 15.00	per hour additional to rate quoted

2. A renewal rate Rates will increase will be negotiated between Client and Sunbelt by a minimum of \$4.00/hour for each consecutive assignment.

3. **Overtime** All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. Work week is defined as Sunday thru Saturday.


- ☐ No Overtime Hours are authorized under this Agreement

☒ Pre-approval of Overtime Hours Required.

☐ Approval may be given in writing or verbally.

☒ Approval may be given in writing only

4. **Mileage** If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the currently acceptable IRS reimbursement rate.

Client initials: Sunbelt initials: 