



Board Meeting Date: June 10, 2024

Title: Agreement between Independent School District 273 and Stepping Stones Group LLC

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create an agreement between ISD 273 and Stepping Stones Group LLC in a contract for services

Recommendation: Approve the attached Contract Agreement with Stepping Stones Group LLC

Desired Outcome(s) from the Board: Approve the attached Agreement with Stepping Stones Group LLC

Attachments: Agreement for Services with Stepping Stones Group LLC



AGREEMENT

This Agreement is made and entered on 5/06/2024, by and between The Stepping Stones Group LLC located at 225 West Washington, Suite 1140, Chicago, IL 60606, hereinafter referred to as “Contractor” and, Edina Public Schools, 5701 Normandale Rd, Edina, MN 55424 hereinafter referred to as “School District.” or “Client”. Client acknowledges the district representative who signs this agreement has full signing authority, and all agreed upon terms shall be binding. It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. 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.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District 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.

MATERIALS, HOURS, SUPERVISIONS: School District will provide applicable materials and supervision to the Contractor’s employee unless otherwise agreed upon. Contractor’s employee in-session student day hours are guaranteed regardless of enrollment and or student absences. In the event changes to the caseload shall be made to maintain the agreed upon daily/weekly/assignment total hours, Client may reassign Contractor’s employee to another caseload upon mutual agreement.

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 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 Details just above the signature section of this Agreement.



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 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.

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 for consideration. School District agrees that if it directly hires any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the School District salary of that employee or candidate.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration, and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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: The term of the Agreement shall be one (1) year, commencing on the Effective Date **July 31st 2025**, and will automatically renew each year, on the anniversary date, unless terminated by either party in writing at least sixty (60) days prior to the anniversary date or unless otherwise terminated as provided herein. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct.



School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement. Without cause termination requires thirty (30) days' notice. A cancellation fee equal to the scheduled in-session school days and hours of all shifts cancelled during this thirty (30) day period shall be billable. It is at the Client's discretion if the Contractor's employee services will be used during this cancellation period. If Client elects to have the Contractor's employee perform their scheduled hours during the thirty (30) day cancellation notice period, and Contractor's employee refuses to fulfill those hours, all hours refused to be fulfilled by Contractor's employee will not be billable.

SCHOOL CLOSURES: In the event there is an unexpected closure due to unforeseen circumstances (force majeure), and the district continues operating virtually, Contractor's employees shall be willing and prepared to work the regularly scheduled hours during this time. If school closures are due to "snow days" which are applied to be made up at the end of the school calendar year, Contractor's employee(s) must obtain prior district approval to conduct "remote non-student services" during the closure timeframe. Examples of remote work includes but is not limited to report writing, scheduling, other administrative duties, etc.

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



Assignment Confirmation Addendum

This Addendum, made as of 5/6/2024 is between The Stepping Stones Group LLC ("Contractor"), and ("School District"). The purpose of this Addendum is to establish bill rate and billing information for the services listed below. All other terms and conditions to remain based on current contract.

BILLING DETAILS:

SSG Employee Name: Tamara Olawore

Specialty: Special Education Teacher

Billable Hours per Week: 14 hours

Hourly Bill Rate: \$125

Assignment Duration: 6/17/2024 – 7/18/2024

A/P Contact Name and Title: Jody Remsing, Director of Student Support Services

A/P Email & Phone Number: jody.remsing@edinaschools.org (952) 848-4960

Special Billing Instructions: email billing to Jody Remsing

Signed for Contractor:

Signature : _____

Name: _____

Title: _____

Date: _____

Signed for School District:

Signature: Mert Woodard

Name: MERT WOODARD

Title: DIRECTOR, FINANCE & OPERATIONS

Date: MAY 13, 2024

Non-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 for consideration. School District agrees that if it directly hires any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the School District salary of that employee or candidate.



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 Colorado. 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 Colorado. 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 writing and 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 FOR SCHOOL DISTRICT:

Billing Contact Name/Title: Jody Remsing, Director of Student Support Services
Billing Email/Phone: jody.remsing@edinaschools.org (952) 848-4960
Mailing Address (for invoice): 5701 Normandale Rd., Edina, MN 55424

Special Billing Instructions:

Signed for Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____

Signed for School District:

Signature: Mert Woodard

Name: MERT WOODARD

Title: DIRECTOR, FINANCE & OPERATIONS

Date: MAY 13, 2024



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