

BOARD OF TRUSTEES
AGENDA

<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Regular	<input type="checkbox"/>	Special
--------------------------	----------	-------------------------------------	---------	--------------------------	---------

- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): Melba Urdiales

Briefly describe the subject of the report or recognition presentation.

Recommend approval for contracted services with Sunbelt Staffing, LLC for a full-time Speech Language Pathologist for 37.5 hours a week at \$71.00 an hour not to exceed the total amount of \$51,652.50 for the 2012 - 2013 school year.

- (C) Funding Source: Identify the course of funds if any are required

199 Local Funds

- (D) Clarification: Explain any question or issues that might be raised regarding this item.

Failure to provide these services is a violation of students individual education program. Compensatory services must be provided for all missed therapy sessions.

**SSAISD BOARD AGENDA
SUMMARY FORM**

AGENDA TITLE: Recommendation to contract with Sunbelt Staffing, LLC

PURPOSE: [] DISCUSSION
[X] ACTION

REQUESTED BY: Melba M. Urdiales, Director of Special Education

PRESENTER: Melba M. Urdiales, Director of Special Education

MEETING DATE: January 16, 2013

1. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Consider the approval amount of a contract with Sunbelt Staffing, LLC for speech therapy services during the 2012-2013 school year. Through the contract, Sunbelt Staffing, LLC will provide speech therapy services 37.5 hours a week at \$71.00 per hour, not to exceed \$51,652.50 for the 2012-2013 school year. Services will include speech therapy, evaluations, and ARD attendance.

II. BACKGROUND INFORMATION

Currently have a Speech Language Pathologist vacancy for evaluation and therapy services as needed.

III. ALTERNATIVES CONSIDERED (if applicable)

Hiring a full-time district employee.

IV. RECOMMENDATION AND IMPACT

To provide speech therapy services from Sunbelt Staffing, LLC will allow us to meet the speech therapy services for students that are currently not receiving services.

V. 2012-2013 DISTRICT GOAL AND CORRESPONDING DEPARTMENTAL INITIATIVE

Goal 2 & Goal 6 – Enable student with disabilities to achieve measurable gains in IEP Goals as demonstrated by progress measured by State Assessments and Progress Reports.

VI. FUNDING SOURCE-PROGRAM AND/OR BUDGET CODE

199 Local Funds

South San Antonio Independent School District

SPECIAL EDUCATION
5622 Ray Ellison Blvd
San Antonio, Texas 78242
(210) 977-7250
Fax: (210) 977-7254

To: Rebecca Robinson, Superintendent of Schools

From: Melba Urdiales, Director of Special Education *MU*
JS Dr. Luisa Sandoval, Executive Director of Curriculum & Instruction

Date: January 8, 2013

Re: Request for a Contract with Sunbelt Staffing, LLC

Due to the resignations of four Speech Language Pathologists (SLP), our district is in a severe shortage of speech services. I have contacted Sunbelt Staffing, for one full-time Speech Language Pathologist (SLP). This (SLP) will work a 37.5 hour week at \$71.00 an hour for an amount not to exceed \$51,652.50 for the 2012-2013 school year. The SLP will provide speech services to include evaluations, ARD attendance, and compensatory services as needed to Price, Carrillo, Five Palms, Dwight and Shepard.

This contract will be effective beginning January 18, 2013 through June 14, 2013

Funding code will be: 199 (Special Education Local Funds)

If you have any questions regarding this request, please do not hesitate to call me.

Rebecca Robinson, Superintendent of Schools



Consultant Contract

This contract is entered into by and between

Name and address
Sunbelt Staffing
12425 Race Track Road Suite 100
Tampa Florida 33626

hereinafter referred to as "Contractor" and the South San Antonio Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the

Friday, January 18, 2013

The purpose of this Agreement is to set out the responsibilities of the parties hereto regarding the professional services to be rendered by contractor to District. District agrees to engage the contractor, and contractor agrees to perform and/or provide the following services:

The Speech Language Pathologists will provide services to include evaluations, ARD attendance, and compensatory services as needed: to Price Elementary, Carrillo Elementary, Five Palms Elementary, Dwight Middle School and Shepard Middle School.

The Speech Language Pathologists will work 37.5 hours a week not to exceed 40 hours a week

In exchange for the Contractor's services, District will pay the contractor a fee of \$

\$71.00

Indicate fee structure:

Per hour

The total fee is not to exceed:

\$51,652.50

Any reimbursement for travel, meals, and lodging or other expenses will be in accordance with District policies and must be accompanied by appropriate receipts. Contractors will not be paid in advance of performing or providing the services. Invoices must be addressed to the Accounts Payable Dept. at the above address. Notwithstanding payment by the District pursuant to an approved invoice, the District reserves the right to audit said Agreement and the services rendered hereunder and to adjust said sum if incorrect or improper. Contractor agrees to refund to District any sums improperly or incorrectly paid Contractor upon notice of same by District. Payment on a properly submitted invoice will be made in accordance with the District disbursement payment schedule.

The contract will be effective on the

Friday, January 18, 2013

, and will expire on

unless sooner terminated as provided herein.

Friday, June 14, 2013

This contract may be terminated by the District without cause at any time and Contractor agrees to conclude services upon notification by District that Agreement has been terminated. Either District or Contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year. If this contract is terminated for convenience, District will pay Contractor a prorated share of fees Contractor has earned up to the effective date of termination.

Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor.

Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.

It is the intention of the parties that the Contractor be an independent Contractor and not an employee of the District under this Agreement and in order to protect the District, Contractor agrees, as consideration herein, to indemnify and hold the District, and its employees, officers and agents, harmless from any and all claims, demands, damages, causes of action, and costs of whatever kind of nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the Contractor its agents, employees, and subcontractors, in the performance of this Agreement, unless such claim, damage injury of losses is the result of the sole negligence of the District.

In entering into this contract, Contractor agrees to abide by all District policies and regulations. Including, but not limited to, the Contractor agrees to provide the District with sign-in sheets, and evaluation of the service, along with copies of the materials and information used in connection with said service by Contractor, except those provided by District. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. In the conduct of this Agreement, Contractor shall be subject to the Texas State Board of Education rules and all regulations pertaining to this Agreement and the subject matter and to the laws of the State of Texas governing this Agreement, as well as to the Board policies of the District.

Certification of Criminal History Record Information - In accordance with state law and as set forth in the Attachment referenced herein, all required criminal history background checks will be performed prior to the performance of this agreement. Failure to properly complete the certifications or completion of the certification in a manner that is later deemed incomplete or inaccurate that results in the District being in jeopardy of violation of Texas Education Code § 22.085(c) will be good cause for early termination of this agreement at District discretion.

The District, the Texas Education Agency, the Comptroller General or any of their duly authorized representatives shall have access to any books, to any books, documents, or records of the Contractor which are directly related to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Additionally, the Contractor shall maintain all required records for five (5) years after the District has made final payments and all other pending matters are closed.

Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.

All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked. If to District, notice will be sent to the Superintendent of Schools at 5622 Ray Ellison Blvd, San Antonio, Texas 78242. If to Contractor, notice will be sent to the signatory and at the address set forth herein.

This contract and the following attachments contain the entire agreement between District and Contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party.

No Response

In accordance with district policy, there shall be no interruption of instruction during the school day. This contract is not valid unless approved by the SSAISD Board of Trustees and/or the Superintendent.

This contract will be governed by the laws of the State of Texas and is performable in Bexar County, Texas.

Contractor: Name, Title and Date

District: South San Antonio Independent School District,
By: Director/Coordinator/Principal and Date

District: South San Antonio Independent School District,

By: Executive Director and Date

District: South San Antonio Independent School District,
By: Superintendent and Date

History

Remaining

Approval by Andy Rocha (Staff Member)