

Posted July 27, 2023

West Park Elementary School District

Board of Trustees
Special Board Meeting

Computer Center
West Park School District
2695 S. Valentine
Fresno, CA 93706

Friday, July 28, 2023
5:30p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact Erin Pereira at (559) 233-6501. Notification by noon on the Friday preceding the board meeting, or at least 48 hours prior to the meeting, will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 2695 S. Valentine, Fresno, CA 93706, during normal business hours. Public writings related to regular meeting open session agenda items distributed less than 72 hours in advance of a board meeting will be made available to the public at the time the document is distributed to the majority of the board.

The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call (559) 233-6501, 48 hours in advance of the meeting, so arrangements can be made for an interpreter. *El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretación llame al (559) 233-6501, 48 horas antes de la junta, para poder hacer arreglos de interpretación.*

Community members have two opportunities to address the Board of Trustees. **While the Board's meeting will be available for the public to view live online to the full extent possible (absent technical difficulties), public comments during the Board meeting must be made in person.** If you wish to address the Board on an agenda item, please do so when that item is called. Presentations will be limited to a maximum of three (3) minutes. Time limitations are at the discretion of the President of the Board.

Individuals have an opportunity to address the Board during the Period for Public Discussion on topics within the subject matter jurisdiction of the Board **not** listed on this agenda. If you wish to speak on an item not on the agenda, please fill out a request form and turn it in to the clerk prior to the meeting. You will be called upon to make your comments under "Comments from the Public". Comments will be limited to three (3) minutes, with a total of twenty (20)

minutes designated for this portion of the agenda. If you have questions on school district issues, please submit them in writing. The Board will automatically refer requests to the Superintendent.

AGENDA

I. OPENING BUSINESS

- A. Call Public Session to Order
- B. Roll Call: Fernando Alvarez ___ Aida Garcia ___ Araceli Lopez ___
Ezekiel Rodriguez ___ Mark Vivenzi ___
- C. Pledge of Allegiance
- D. Adopt Agenda

II. PUBLIC COMMENT PERIOD

Public Comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes pursuant to Board Policy. Public comment will also be allowed on each specific agenda item prior to Board action thereon.

Norms

We will be conducting this meeting with the following norms; we will

1. Communicate in a positive and appropriate manner
2. Be respectful in word and deed
3. Listen to understand
4. Be prepared to contribute and participate positively
5. Be supportive.

These are norms employed by our District and will be upheld to ensure a productive meeting.

III. CONSENT CALENDAR

Items listed under the Consent Calendar are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Calendar. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Calendar approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- A. Routine business transactions:

Title: Inter-district Transfers

1. Transfer # 2023-07-11
2. Transfer # 2023-07-12
3. Transfer # 2023-07-13
4. Transfer # 2023-07-14
5. Transfer # 2023-07-15

IV. **ACTION ITEMS**

1. APPROVAL: Willscot Lease Agreement Renewal
2. APPROVAL: Therawide Contract for Speech Therapy Services

V. **PUBLIC COMMENT PERIOD RE: CLOSED SESSION ITEMS**

General public comment on any closed session item that will be heard. The Board may limit comments to no more than three (3) minutes pursuant to Board policy. Following public comment on closed session agenda items, the Board will immediately recess into closed session.

VI. **CLOSED SESSION**

- A. Public employee appointment/employment
(Government Code Section 54957(b))
Title: Director of Charter
Transfer: WPC Teacher to WPE Social Studies
- B. Public employee discipline/release/dismissal/resignation/reassignment
(Government Code Section 54957)
Title: WPE Counselor

VII. **REPORT OF ACTIONS TAKEN IN CLOSED SESSION**

VIII. **ADVANCED PLANNING**

- A. Regular Board meeting: August 14, 2023

IX. **ADJOURNMENT**

**PUBLIC COMMENT
PERIOD**

CONSENT CALENDAR

ACTION ITEMS

ITEM: Willscot Lease Agreement Renewal

DATE: 07-28-2023

BOARD DECISION: Request for Approval

Attached you will find the new lease agreement for the portable building located at the south end of campus. This building serves as the Information Technology / Maintenance Operations Office. I am asking for your approval to renew this agreement. The new lease term will be in effect starting June 26, 2023 to June 25, 2024. The New lease amount will be \$794.94 per month.



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
Name WEST PARK ELEMENTARY SCHOOL
DISTR
Address 2695 S VALENTINE AVE
FRESNO, CA 93706

EQUIPMENT LOCATION:
2695 S VALENTINE AVE
FRESNO, CA 93706

Contract Number: W1050976
Equipment Serial/Complex Number: CPX-65933
Value: \$29,402.00

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 10/27/2017 ("Lease Agreement") as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 06/26/2023 through 06/25/2024 (the "Lease Renewal Term").
2. The rental rate during the Lease Renewal Term shall be \$794.94 plus applicable taxes, which Lessee agrees to pay Lessor in advance as set forth in the Lease during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned.
4. 40x24 Classroom \$579.31/month
Data Hub Rental (2) \$64.69/ea \$129.38/month
Ramp Rental (1) \$86.25/month
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: WEST PARK ELEMENTARY SCHOOL LESSOR: WILLIAMS SCOTSMAN, INC.
DISTR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Human Resources Department

ITEM: Therawide

PRESENTER: Tamita Boyd, Director of Human Resources

DATE: July 28th, 2023

Seeking board approval of speech therapy services through Therawide for the 2023-2024 school year.



Office: 1(888) 648-4372
Email: secure@therawide.com
Website: www.TheraWIDE.com

TERMS OF SERVICE AGREEMENT Date: 7/26/2023

Client Name:	West Park Elementary School and West Park Charter Academy		
Contact Name:	Irene Garcia <i>Principal</i>	Address:	2695 South Valentine Ave, Fresno, CA 93706
Phone:	(559) 233-6501	Email:	irene_g@wpsed.org

Thank you for selecting TheraWIDE® as your provider for speech and/or occupational therapy services. This contract identifies the expectations and duties of the speech-language pathologist, occupational therapists, client, and/or client's parties for therapy services to be provided.

<p>Contract Term Length: 2023-2024 School Year Speech Therapy Hourly Rates: \$89.50 Occupational Therapy Hourly Rates: \$89.50 Average Amount Of Students Per Week: 38 Average Weekly Billable Session Hours: 15 Student Assessment Fee: \$170 Per Student Monthly Admin Fee: 6.5%</p>

Estimated Cost For Student Assessments:

**Assessments are a one-time fee per student.

Student Assessments	Assessment Cost	Total Assessment Cost
TBD As Needed	\$170	\$170

Estimated Monthly Cost For Therapy Services:

**Monthly expense is an estimate and may increase or decrease based on the needs of the school and their students.

Estimated Monthly:	\$5,370.00	Payment Terms:	7th Of Every Month
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Independent Contractor Agreement

This independent contractor agreement, dated **7/26/2023**, is made between **Therawide, LLC** (the "Contractor"), and **West Park Elementary School** (the "Client") located at **2695 South Valentine Avenue, Fresno, CA 93706**.

Therawide, LLC is an independent business and is in compliance with all federal, state, and local laws regarding necessary business permits and licenses required in order to perform the duties outlined in this agreement.

The Contractor will provide school-based speech language pathology and/or occupational therapy services to students enrolled at **West Park Elementary School** during the **2023 - 2024** school year, providing the outlined services described herein. Services will be provided in accordance with all applicable state and federal regulations, as well as the professional and ethical standards set by the American Speech-Language-Hearing Association (ASHA) and the American Occupational Therapy Association (AOTA).

This agreement hereby contracts Therawide, LLC as an independent contractor of the Client, and shall not render the Contractor an employee or partner of the Client for any purpose. By signing this agreement, the Contractor and the Client agree to the mutual terms and conditions outlined as follows:

Termination: In order to ensure continuity of services for students, the Contractor and the Client will in good faith commit to the contract for the duration of the contract term. However, the Client or the Contractor will independently have the right to terminate the agreement upon thirty day prior written notice. In the event that the Client or the Contractor willfully violate any of the terms of the agreement, either party may terminate the agreement immediately upon written notice.

Confidentiality: All information shared between the Contractor and the Client during the course of the contract including student records and district information will be held in strict confidentiality according to federal regulations. Release of confidential Client information to other individuals, agencies, or professionals may only be done with the written consent of either the Client or the parent/guardian of a student being served by the Contractor. The following exceptions to confidentiality are acknowledged: 1) mandated reporting, such as reporting of child abuse, 2) court subpoena, 3) suspected personal danger to staff, student, or identifiable victim, 4) information required by insurance company or government agency for reimbursement, 5) information provided to legal parents or guardians of minors, 6) consultation with other professionals in order to aid treatment without revealing identifying information unless written consent is obtained. Client acknowledges that any information transmitted via email between the Contractor and the Client may not be encrypted.

Cancellations: All client cancellations require at least a 2 hour notice. Cancellations within the 2 hour widow will be charged 50% of the therapy session rate. If a student is later than 10 minutes for their scheduled therapy session, it will be considered a cancellation and will be billed 50% of the therapy session rate. If your student or child is sick or an emergency emerges, please contact TheraWIDE, as we are understanding of unexpected situations. If we are unable to keep a therapy appointment for any reason, we will notify you as soon as possible, and a make-up appointment will be scheduled.

Duties: The Contractor will be responsible for providing virtual school-based speech language pathology and/or occupational therapy services to students. Duties will include virtual initial and triennial assessments, virtual ongoing weekly therapy and consultation services, virtual Individualized Education Plan [IEP] meetings, and eligibility meetings. The Contractor will be responsible for meeting the treatment goals and minutes outlined by the students' IEP documents, and will be responsible for documenting all provided services. The Contractor will also be responsible for virtually assessing new students referred for potential speech, language and occupational concerns and supporting case management of students assigned to the full-time speech pathologist employed by the district.

The Contractor will have the authority to add students to the caseload, dismiss students from the caseload, or restructure the service provision for students as appropriate and within the requirements outlined in the Individuals with Disabilities Education Act (IDEA).

Documentation: The Contractor will be responsible for documenting all provided services in a timely fashion. Documentation will include quarterly progress reports, assessment and annual review reports, eligibility and IEP

writing, and monthly billing for all services provided. The Client will have access to the Contractor's records for all services rendered during the course of the agreement.

Payment: The Client will be billed monthly on the last Friday of the month for all hours worked and pre-approved expenses incurred by the Contractor. The Contractor will charge an hourly rate for all services provided, including direct and indirect intervention, IEP meeting attendance, preparation and documentation time. Hours will be billed in 20 or 30 minute increments. The Client will be responsible for providing payment to the Contractor on the 7th of the preceding month.

Expenses: The Client will be responsible for providing either access to or reimbursement for purchase of basic equipment and materials (i.e. computer access, office supplies, assessment and treatment materials, etc.) necessary to complete the duties outlined in this contract. Any reimbursable purchases made by the Contractor must be for items necessary to complete the job requirements, and will be discussed with the Client ahead of time. The Client will not be held responsible for other expenses incurred by the Contractor in the performance of services outlined in the agreement.

Insurance and Certifications: At the Contractor's expense, all licenses and certifications including professional liability insurance will be maintained during the term of the contract.

The Contractor shall provide the Client with certificates of insurance showing coverage in the following amounts prior to performing services under this Agreement:

Professional Liability - General Liability

\$1 Million - \$1 Million

Indemnification: The Contractor agrees to indemnify, reimburse and hold the Client harmless against any and all liabilities, claims, causes of action, expenses, damages, costs and fees, including attorney fees, that the Client incurs resulting from or arising out of the Contractor's performance or lack of performance of services under this Agreement.

Indemnification II: The Client agrees to indemnify, reimburse and hold the Contractor harmless against any and all liabilities, claims, causes of action, expenses, damages, costs and fees, including attorney fees, that the Contractor incurs resulting from or arising out of the Client's performance or lack of performance of services under this Agreement.

Benefits and Taxes: Given that the Contractor is not an employee of the Client, it is acknowledged that the Client is not responsible for providing paid holidays, paid vacations, paid sick leave, group or individual insurance, pension benefits, disability coverage, Social Security coverage, unemployment benefits, or worker's compensation benefits.

The Contractor acknowledges sole responsibility for payment of all taxes to the appropriate federal state and local taxing authorities, and shall not hold the Client responsible for any and all claims, expenses, or penalties arising from tax obligations.

The Contractor will provide the Client with a federal employment identification number (EIN) and a completed W9 document upon signing the service agreement. The Client will provide the Contractor with a completed 1099 form.

Non-Compete Clause: The Contractor asserts the freedom to enter into this agreement, and that this engagement does not violate the terms of any other agreement between the Contractor and any third party. The Contractor is expressly free to perform paid services for other parties during the duration of this contract, provided that the services do not interfere with the responsibilities and duties outlined in this agreement.

This contract sets forth the agreed upon conditions for service provision. Any amendments, modifications, or alterations must be documented in a separate written agreement signed by both parties. In signing below, each party acknowledges that they have read and agree to the terms of service and independent contract conditions.

Client

West Park Elementary & Charter Academy

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Contractor

Therawide, LLC

Signature: _____ Date: _____

Printed Name: _____

Title: _____

**PUBLIC COMMENT
CLOSED SESSION**

**CLOSED
SESSION**