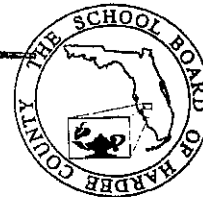


Hardee County Public Schools
School Board Agenda Analysis



9.04

Author(s): Teresa Hall
Director, Exceptional Student Education

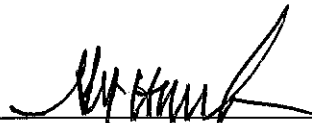
Date: June 23, 2016

Subject: Agreement with LanCal Staffing, LLC and the School Board of Hardee County.

Background Information: The purpose of this Agreement is for a Certified Occupational Therapist to provide therapy services to students in Hardee District Schools for the 2016-2017 school year.

Administrative Consideration (include F.S., Rule, Authority, etc.): **Individuals with Disabilities Education Act (IDEA).**

Fiscal Impact: The IDEA, Part B Project provides the funds for this Agreement.

Director of Finance signature: 

Proposed Recommendation to School Board:

The recommendation is to approve this Agreement between LanCal Staffing, LLC and the School Board of Hardee County.

Action Agenda

Consent Agenda *OK*

BOARD ACTION

6/23/16
Approved



Contractor Staffing Agreement

LanCal Staffing, LLC and Hardee County School District(Entity's Name), with its principal office located at 200 South Florida Avenue Wauchula, FL 33873 (address), (hereinafter "CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

LANCAL STAFFING's Duties and Responsibilities

1. LANCAL STAFFING will

1. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A;
2. Pay Assigned Employees' wages and provide them with the benefits that LANCAL STAFFING offers to them;
3. If Applicable: Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
4. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
5. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.

CLIENT's Duties and Responsibilities

2. CLIENT will

1. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without LANCAL STAFFING's express prior written approval or as strictly required by the job description provided to LANCAL STAFFING;
3. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
4. Not change Assigned Employees' job duties without LANCAL STAFFING's express prior written approval; and
5. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

1. CLIENT will pay LANCAL STAFFING for its performance at the rates set forth on Exhibit A. LANCAL STAFFING will invoice CLIENT for services provided under this Agreement on a **Monthly** basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes LANCAL STAFFING to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
2. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. LANCAL STAFFING will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as LANCAL STAFFING is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
3. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay LANCAL STAFFING the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that LANCAL STAFFING is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

Late Payment Penalty

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 30 days from the due date of invoice at the compounded rate of \$5 per day or the maximum legal rate, whichever is higher, calculated from the date of receipt.

Confidential Information

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 CLIENT's confidential information will be imputed to LANCAL STAFFING as a result of Assigned Employees' access to such information.

Background Checks

At LanCal's expense, LANCAL STAFFING will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT: Determined by school Districts

Nature of Relationship

The services that LANCAL STAFFING will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between LANCAL STAFFING and CLIENT.

Cooperation

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

1. To the extent permitted by law, CLIENT will defend, indemnify, and hold LANCAL STAFFING and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
2. 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.
3. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 2 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
4. The provisions in paragraphs under this section (Indemnification and Limitation of Liability) of this 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.

Miscellaneous

1. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
2. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
3. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

4. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
5. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
6. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
7. CLIENT will not transfer or assign this Agreement without LANCAL STAFFING's written consent.
8. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
9. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

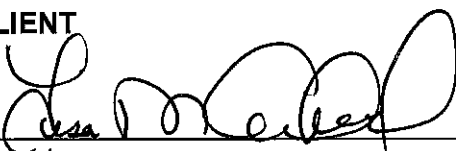
Term of Agreement

This Agreement will be for a term of August 10, 2016 to May 26, 2017. The Agreement may be terminated by either party upon written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement.

Staffing

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT



 Signature

Teresa Crawford

 Printed Name

Chair

 Title

6/23/16

 Date

LanCal Staffing

 Signature

 Printed Name

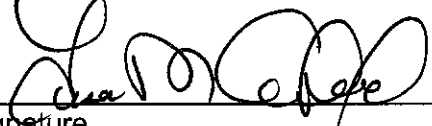
 Title

 Date

Exhibit A Sample Rate Schedule

Job Title or Description	Shift	Location	Hourly Bill Rate
Occupational Terapy- Jessica Plescia	School	Hardee Co school District	\$64/hr

CLIENT



 Signature

Teresa Crawford

 Printed Name

 Chair
 Title

6/23/16

 Date

LanCal Staffing

 Signature


 Printed Name

 Title

 Date

**Exhibit B
Benefits Waiver for Assigned Employees**

Agreement and Waiver

In consideration of my assignment to CLIENT by LANCAL STAFFING, I agree that I am solely an employee of LANCAL STAFFING for benefits plan purposes and that I am eligible only for such benefits as LANCAL STAFFING may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by LANCAL STAFFING and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Staffing

Date

Date

**Exhibit C
Confidentiality Agreement for Assigned Employees**

Assigned Employee Confidentiality Agreement

As a condition of my assignment by LANCAL STAFFING to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by LANCAL STAFFING.

EMPLOYEE

WITNESS

Signature

Signature

Printed Name

Printed Name

Date

Date