

Agreement for Professional Services  
Between  
Gloucester County Special Services School District  
and  
BLACK HORSE PIKE REGIONAL School District

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| <b>CRESS</b><br>18/19 sy |
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This agreement is made and entered into by the BLACK HORSE PIKE REGIONAL School District ("School District") and the Gloucester County Special Services School District ("GCSSSD") for Professional Services in the 2018-2019 school year. This Agreement shall commence on July 1, 2018.

**I. Responsibilities of GCSSSD:**

- A. GCSSSD will provide the following Professional Services, as requested by the School District. Related Services including evaluation, treatment, consultation, staff recruitment and supervision, and training for:
  - a. Assessments
    - 1. Augmentative/Assistive Technology
    - 2. Functional Behavior
    - 3. Related Services (OT, PT, Speech)
    - 4. Specialized Speech-Language
  - b. Autism Outreach Services
    - 1. Autism Consultation/Support
    - 2. Behavior Consultation/Support
    - 3. Program Assistant
  - c. Professional Development
    - 1. In-Service Training/Workshops
    - 2. Sign Language Instruction
  - d. Professional Services
    - 1. Augmentative/Assistive Technology Consultation
    - 2. Behavior Consultation
    - 3. Educational Consultant
    - 4. Educational Interpreter with Sign Language
    - 5. Homebound Instructor
    - 6. Inclusion Services
    - 7. Itinerant Specialized Teaching
    - 8. Occupational and Physical Therapy
    - 9. Occupational and Physical Therapy Assistant
    - 10. Parent Workshops
    - 11. Sign Language Instruction
    - 12. Social Worker
    - 13. Speech-Language Therapy
    - 14. Teacher of the Deaf
- B. GCSSSD will provide services, records, and reports in accordance with all regulations affecting the School District in force during the period of this agreement.
- C. The Professional Services provided by GCSSSD will be in response to specific written requests (Service Proposal) from the School District. All services provided will comply with applicable New Jersey state and federal regulations.
- C. GCSSSD will insure that all staff is appropriately certified as required by New Jersey State regulations to perform these Professional Services. Staff will be assigned and evaluated by the GCSSSD.
- D. GCSSSD staff will collaborate with School District staff in the provision of the Professional Services.

- F. GCSSSD shall bill the School District and provide the School District with a monthly record for Professional Services rendered upon request.
- G. GCSSSD will maintain general liability, auto liability and school board liability insurance throughout the term of this agreement. Such limit for each line of insurance shall not be less than \$1,000,000 per occurrence/claim/incident. Upon request from the School District, evidence of such insurance will be made available to the School District by GCSSSD.
- H. GCSSSD will maintain workers' compensation coverage in accordance with the applicable New Jersey Statutes for their employees throughout the term of this agreement. Upon request from the School District, evidence of such insurance will be made available to the School District by GCSSSD.

## **II. Responsibilities of the School District:**

- A. The School District shall make available to the GCSSSD all records and information relevant to the School District and relevant to students for whom the Professional Services are being rendered on a timely basis.
- B. To assist GCSSSD in fulfilling its responsibilities under this agreement, the School District shall provide, at the School District's expense, all necessary supplies and equipment to meet the needs of GCSSSD in connection herewith as determined in consultation with the School District.
- C. The School District will provide adequate facilities for the services to be performed on the School District premises.
- D. The School District shall pay the fees as provided on the attached appendix and make payment in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
- E. The School District Child Study Team Director will send a Request for Services form to CRESS. Once CRESS determines the service request can be fulfilled a Service Proposal defining the start date and cost of the services to be rendered will be generated and the Service Proposal will be sent to the School District. The Service Proposal is used as a basis for the contract and serves as an agreement to initiate billable services.
- F. The School District understands and agrees that demand for services is in great demand and that GCSSSD faces competition from numerous and a variety of persons and entities, and further that GCSSSD's workforce requires substantial and continuous expenditures of time and money to develop and maintain the quality of services expected by client districts. The School District also recognizes and acknowledges that by reason of its engagement of GCSSSD, the School District will be introduced to GCSSSD's employees and contracted therapists. During the Term of this Agreement and for a period of twelve (12) months following the Term, the School District agrees not to solicit, contact, divert, encourage or induce any person who is (or was within the previous twelve (12) months) an employee, associate, consultant, agent or representative of GCSSSD to leave the employ of GCSSSD or hire such person or in any way interfere with GCSSSD's relationship with such person, without GCSSSD's prior written consent.
- G. The School District agrees that it would be extremely difficult to measure the damages that might result from any breach of this Section. Therefore, the School District agrees that, upon a breach of Section F, the School District shall pay to GCSSSD liquidated damages equal to the cost of services for one full school year based on the level of services previously provided by the employee, associate, consultant, agent or representative of GCSSSD. The parties hereto agree that the non-compete clause contained herein is reasonable and shall abide by same.
- H. The School District will pay all additional costs generated by unique requests. The School District will be billed for student(s) who do not report for their scheduled assessment. When student(s) fail to report for any other scheduled service or services, the School District will be billed at the fee listed on the attached fee chart.
- I. When services requested are not utilized, the School District will be billed for sixty (60) school days as if the services were being utilized. If the service provider is assigned to another school district within the sixty (60) days billing will cease at the inception of the new assignment.

- J. It is understood that GCSSSD shall not be held responsible for the failure of a specialist/therapist/professional or other contracted/hourly individual to provide services, but will make reasonable effort to provide alternative services should such failure occur.
- K. The amount of all legal fees and costs incurred by GCSSSD in relation to contracted services with the School District, whether for disciplinary action, termination, or any other matter in which GCSSSD deems in its sole discretion it has the need for such legal services, shall be borne by GCSSSD.

**Additional Understandings:**

This Agreement shall be effective as of the later date of party execution.

Both parties will promote a coordinated effort by mutual periodic evaluation of the program.

The services contracted include time for direct service, preparation, and travel. Additional Professional Services beyond the contractual hours/days as requested by the School District in writing (i.e. interpreting for extracurricular activities, attendance on a field/class trip, etc.) will be billed at the specified rate as designated on the attached fees appendix.

The total amount for a school year is based on 36 weeks of service.

A "day" of service is 7 hours (.5 hour for lunch is not billed to the School District).

Schedule of services will be determined in conjunction with the GCSSSD Professional Staff member assigned to the School District and designated School District officials.

This Agreement shall be governed by, construed, and interpreted under the common and statutory law of the State of New Jersey, unless superseded by any applicable Federal law or regulation, without regard to New Jersey's choice of law rules.

If any paragraph or portion of any paragraph or any part of this Agreement is determined to be invalid, null or void for any reason whatsoever, then remaining parts or portions of this Agreement shall continue in full force and effect and shall not be affected in any way by the parts or portions determined to be invalid.

This Agreement constitutes the entire understanding between and among the parties hereto and all prior agreements, understandings, and covenants are hereby terminated.

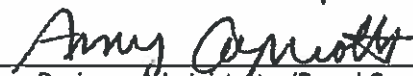
This Agreement may be amended only by the written consent of both parties. The School District must provide notice by April 15 of the intent not to renew the contract for the upcoming school year. Failing such notice, this Agreement shall renew for an additional successive one (1) year period upon the same terms and conditions contained herein. Prior to termination, any and all past due balances owed to GCSSSD will be paid in full.



**Board President**  
BLACK HORSE PIKE REGIONAL Board of  
Education



**Board President**  
Board of Education of the Special Services  
School District and the Vocational School District  
of the County of Gloucester



Business Administrator/Board Secretary

Business Administrator/Board Secretary

**GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT**

**CRESS**

1340 Tanyard Road • Sewell, NJ 08080

Ph.: 856-415-7530 • Fax: 856-468-5367

Mary C. Hilley, Supervisor of Educational Support Services • Dana Lamonica, Supervisor, CRESS

**FEES - 2018-19**

| PROGRAM/SERVICE   |  | IN-COUNTY           | OUT-OF-COUNTY       |
|---|--|---------------------|---------------------|
| Professional Services   |  |                     |                     |
| • Occupational and Physical Therapy   |  | \$85.00/hour        | \$99.00/hour        |
| • Occupational Therapy Assistant and Physical Therapy Assistant   |  | \$73.00/hour        | \$88.00/hour        |
| • Speech-Language Therapy (in-district/school services)   |  | \$524.00/diem       | \$605.00/diem       |
|   |  | \$85.00/hour        | \$99.00/hour        |
| • Educational Interpreter with Sign Language  |  | \$404.00/diem       | \$447.00/diem       |
|   | (Hourly-2 hour minimum)  | \$65.00/hour        | \$76.00/hour        |
| • Educational Interpreter with Sign Language - GCSSSD ESY Program   |  | \$343.00/diem       | \$380.00/diem       |
| • Teacher (Special Education or Teacher of the Deaf/Hard of Hearing)  |  | \$490.00/diem       | \$528.00/diem       |
|   |  | \$85.00/hour        | \$99.00/hour        |
| • Teacher of the Deaf/Hard of Hearing - GCSSSD ESY Program  |  | \$415.00/diem       | \$448.00/diem       |
| • Substitute Teacher - Teacher of the Deaf/Hard of Hearing  |  | N/A                 | \$355.00/diem       |
| • Administrative Fee ( GCSSSD facilities)   |  | \$1,450.00/Annually | N/A                 |
| • Homebound Instructor  |  | \$64.00/hour        | \$76.00/hour        |
| • Homebound Program Assistant   |  | \$37.00/hour        | \$48.00/hour        |
| • SEMI Oversight (Occupational Therapy, Physical Therapy, Speech-Language Specialist)   |  | \$113.00/hour       | N/A                 |
| • Social Worker   |  | \$480.00/diem       | \$515.00/diem       |
| • Substitute School Nurse Clearinghouse   | Up to 3.5 hours  | \$180.00/diem       | N/A                 |
|   | 3.5-7 hours  | \$330.00/diem       | N/A                 |
|   | 8-10 hours   | \$395.00/diem       | N/A                 |
|   | Long-Term - 15+ days/month   | \$305.00/diem       | N/A                 |
| Educational Consultation Services   |  |                     |                     |
| • Behavior, Inclusion, Assistive Technology, Reading and Writing Supports, Speech, Deaf/Hard of Hearing/Cochlear Implant, Teacher of the Handicapped/Students with Disabilities | Up to 3 days/Week  | \$664.00/diem       | \$685.00/diem       |
|   | 4 Full Days  | \$565.00/diem       | \$660.00/diem       |
|   | 5 Full Days  | \$520.00/diem       | \$558.00/diem       |
|   |  | \$113.00/hour       | \$126.00/hour       |
| Autism Outreach Services  |  |                     |                     |
| • Initial Home Services Assessment  |  | \$707.00/assessment | \$782.00/assessment |
| • Program Assistant (Discrete Trial Training - School and/or Home)  |  | \$37.00/hour        | \$48.00/hour        |
| Assessments   |  |                     |                     |
| • Assistive Technology (Communication or Reading and Writing Supports)  |  | \$823.00/assessment | \$898.00/assessment |
| • Functional Behavior Assessment (FBA)  |  | \$707.00/assessment | \$782.00/assessment |
| • "No Show" Assessment  |  | \$146.00/assessment | \$173.00/assessment |
| • Related Services Evaluations (OT, PT, Speech-Language)  |  | \$319.00/evaluation | \$381.00/evaluation |
| • Specialized Speech-Language Evaluation (Deaf/Hard of Hearing, Student using AAC)  |  | \$515.00/evaluation | \$585.00/evaluation |
| • Initial Teacher of the Deaf Consultation  |  | \$319.00/initial    | \$381.00/initial    |
| Assistive Technology Services   |  |                     |                     |
| • Assistive Technology Direct Therapy Services  | With an Evaluation   | \$72.00/hour        | \$83.00/hour        |
|   | Without an Evaluation  | \$85.00/hour        | \$99.00/hour        |
| • Teacher Consultation  | With an Evaluation   | \$95.00/hour        | \$106.00/hour       |
|   | Without an Evaluation  | \$113.00/hour       | \$130.00/hour       |
| • Classroom Staff/Related Services Training (2-3 hours)   | With an Evaluation   | \$268.00/training   | \$358.00/training   |
|   | Without an Evaluation  | \$315.00/training   | \$421.00/training   |
| • Speech Generating Device (SGD) Insurance Funding  | With an Evaluation   | \$170.00/submission | \$195.00/submission |
|   | Without an Evaluation  | \$200.00/submission | \$230.00/submission |
| • Speech Generating Device (SGD) Set-Up   | With an Evaluation   | \$190.00/device     | \$213.00/device     |
|   | Without an Evaluation  | \$224.00/device     | \$250.00/device     |
| • Speech Generating Device (SGD) Maintenance  | With an Evaluation   | \$72.00/hour        | \$83.00/hour        |
|   | Without an Evaluation  | \$85.00/hour        | \$99.00/hour        |
| • Supportive materials development (e.g., Visual Supports)  | With an Evaluation   | \$113.00/hour       | \$126.00/hour       |
|   | Without an Evaluation  | \$95.00/hour        | \$106.00/hour       |
| Professional Development  |  |                     |                     |
| • In-Service Training/Workshop*   | Full Day - 6 hours   | \$1,121.00/workshop | \$1,426.00/workshop |
|   | Half Day - 3 hours   | \$570.00/workshop   | \$720.00/workshop   |
|   | Less Than Half Day   | \$320.00/workshop   | \$426.00/workshop   |
| • Sign Language Instruction*  |  | \$121.00/hour       | \$133.00/hour       |
| •   | *A \$50.00 surcharge will be added if over 35 participants               |                     |                     |
| •   | *A \$50.00 surcharge will be added if round trip travel exceeds 50 miles |                     |                     |
| Approved by GCSSSD Board of Education, 02/21/18   |  |                     |                     |