

ITINERANT / SHARED SERVICES AGREEMENT

THIS AGREEMENT, as of the date set forth below, is entered into between ATLANTIC COUNTY SPECIAL SERVICES SCHOOL DISTRICT BOARD OF EDUCATION (“ACSSSD”) and _____ Board of Education (“the Local District”).

ACSSSD has developed an Itinerant / Shared Services program in an effort to respond to the requests of the Local Districts for on site therapeutic intervention. The Local District may provide for these services directly or through contracted services with outside agencies or by agreement with other boards of education. The individuals employed maintain all required licensure and certification in their respective fields.

Through this Agreement, ACSSSD shall provide to the Local District Itinerant / Shared Services for students to assist the Local District in fulfilling its responsibility in providing related services in accordance with applicable law. ACSSSD will recruit, interview and employ the professionals needed to provide Itinerant / Shared Services. Professionals will be assigned and evaluated by ACSSSD. Local Districts may not request specific services providers by name. Itinerant / Shared Services shall be provided in the local school, private school or in the student’s home as necessary.

The Local District agrees to make payments for services to ACSSSD within 90 days of the billing date or a 1% finance charge will be assessed. In addition to direct student contact time, Districts will be billed for time spent in preparation, scheduling students, consultation with teachers, travel, documentation, therapy notes, report writing and phone calls related to student services.

1. Compensation

Charges shall be based on the following rates:

Child Study Team Services:

Psychological counseling	\$81.00 per hour
Social Work counseling	\$81.00 per hour
Conferences (IEP, Identification, eligibility, etc)	\$81.00 per hour

Child Study Team Evaluation: \$302.00 per eval.

Learning Evaluation
Psychological Evaluation
Social History

Occupational Therapy Evaluation	\$302.00 per eval.
Physical Therapy Evaluation	\$302.00 per eval.
Speech/Language Therapy Evaluation	\$302.00 per eval.

Occupational Therapy	\$81.00 per hour
Physical Therapy	\$81.00 per hour
Speech/Language Therapy	\$81.00 per hour
Behavioral Consultant	\$81.00 per hour

1.	<u>Compensation (Continued)</u>	
	Teacher (homebound)	\$42.00 per hour
	Teacher (Special Education Certificate)	\$42.00 per hour
	Sign language Interpreter	
	ASL Certified	\$57.00 per hour
	Non-Certified	\$42.00 per hour

The Local District will be billed monthly. All billing will be done on half hour increments. All additional costs generated by unique requests will be borne by the Local District. No shows will be billed at half the rates listed above. The Local District must notify ACSSSD in writing to Rose Klotz and Cheryl Plotkin (rklotz@acsssd.net; cplotkin@acsssd.net; or fax 609-625-0496) within 30 days of no shows or the full cost will be due.

2. Cross-Indemnification

The parties agree to indemnify and hold one another harmless for all liability and cost, including reasonable attorneys' fees, resulting from any claim due to the indemnifying party's act or omission to act under this Agreement.

3. Term

This Agreement shall be effective September 1, 2010 and shall continue through June 30, 2011.

4. Non-competition Clause

The Local District agrees that it will not enter into nor solicit any contract or agreement with any provider as a result of this agreement under the terms of this contract for one year following termination of such relationship. The parties agree that the non-competition clause contained herein is reasonable and shall abide by same.

5. Mutual Agreement

The Local District and ACSSSD agree to abide by the following:

- A. Each of the parties agree to take action, execute and deliver such additional documents as may be necessary or appropriate to carry out the terms of this Agreement.
- B. 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.
- C. This Agreement shall be binding upon and inure to the benefit of the parties herein, their successors and assigns. The rights and obligations may not be assigned without prior notice.
- D. If any paragraph, portion of any paragraph or 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.

6. Entire Agreement

This Agreement contains the entire agreement between the parties as to such itinerant/shared services superseding all prior agreements or understanding of the parties relating thereto.

7. Amendments

This Agreement may be amended only by the written consent of the parties.

8. Waiver

Any term or provision of the Agreement may be waived in writing at any time by the party entitled to the benefit thereof. The failure of either party at any time to require performance of any provision of this Agreement shall not affect the right at a later time to enforce such provision. No consent or waiver by either party to any default or to any breach of a condition or term of this Agreement shall be deemed or construed to be a consent or waiver to any other breach or default.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below:

Attest:

ATLANTIC COUNTY SPECIAL
SERVICES SCHOOL DISTRICT

Terri Nowotny,
School Business Administrator

Philip S. Munafo, President

Dated: _____

Dated: _____

Attest:

_____ SCHOOL DISTRICT

Dated: _____

Dated: _____

