

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M-E-M-O-R-A-N-D-U-M

TO: Greg Tatum
C: Stephanie Vicidomini; Diane Cappiello
FROM: Joseph Seugling
RE: Board Agenda
DATE: 1/9/2020

Approve Innovative Therapy Group, 1072 Madison Avenue, Lakewood, NJ, 08701, to provide Registered Behavior Technicians to meet student need at the rate of \$37.00/hour, not to exceed \$120,000.00 for the 19-20 school year, in accordance with the information in the hands of each Board member. (Account #11-000-216-320-01-19/7043)



AGREEMENT

This Agreement dated December 16, 2019 for the 2019-2020 school year.

Between: Innovative Therapy Group of
 1072 Madison Ave, Lakewood, NJ 08701
 Hereinafter referred to as "Contractor"

AND of
 Township of Union Public Schools
 2369 Morris Avenue, Union, NJ 07083
 Hereinafter referred to as "School District."

It is hereby agreed as follows:

Fees: Upon request from School District, Contractor agrees to provide the following services at the following rates:

Board Certified Assistant Behavior Analyst (BCABA)	\$70.00 per hour
Board Certified Behavior Analyst (BCBA)	\$95.00 per hour
Learning Disability Teacher Consultant (LDTC)	\$62.00 per hour
Occupational Therapist	\$70.00 per hour
Paraprofessional Classroom Aide/ABA Aide	\$24.00 – \$34.00 per hour
Physical Therapist	\$79.00 per hour
Psychologist	\$70.00 per hour
Registered Behavior Technician	\$37.00 per hour
Social Worker	\$60.00 per hour
Speech Language Pathologist (CFY)	\$67.00 - \$72.00 per hour

School District agrees to be billed for the hours worked per week, except during absence of Contractor's employee(s) due to illness or other personal time off. Contractor's employee(s) will not work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned to the School District.

School District will not be billed during school closures and school holidays.

PAYMENT TERMS: School District will be billed every 30 days and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that billing is for actual hours of service provided by the Contractor's staff, based on total hours listed on a biweekly timesheet. Employee timesheets are verified and authorized for invoicing by the

signature of the specific individual authorized by School District to verify and sign Contractor's timesheets.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Worker's Compensation coverage.

NON COMPETE: School District agrees not to offer employment to any employee of the contractor assigned to School District or any candidate submitted by Contractor to School District during the term of this agreement and for a period of 18 months after the termination of this Agreement.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this agreement including but not limited to fees/cost, duration and terms, etc. to the Contractor's staff assigned to provide services to the School District. Disclosure of such information to the Contractor's staff will be considered a breach of this agreement.

TERMINATION: This agreement will end June 30, 2020 and continue beyond this period by mutual consent. School District agrees not to terminate the agreement until the end of the term unless contractor's staff is deficient in performance or involved in professional or ethical misconduct. School District agrees to notify contractor of any deficiency in services or possible ethical or professional conduct as soon as school district becomes aware of such deficiencies or conduct.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the state of NJ. Any action or proceeding relating to or arising out of this agreement shall be commenced and heard in the state or federal court of New Jersey. Both parties hereby consent to jurisdiction venue of such courts.

Signed for Contractor:

Sora Sicker 

Signature

Sora Sicker

Name

Director

Title

12/16/2019

Date

Innovative Therapy Group

1072 Madison Avenue

Lakewood, NJ 08701

Phone: (732) 523-0531

Signed for School District:

Signature

Name

Title

Date

Township of Union Public Schools

2369 Morris Avenue

Union, NJ 07083

Phone: (908) 851-6400