

F-25

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Dr. Scott Taylor

**C: Dr. Gretel Perez
Gerald Benaquista
Yolanda Koon
Diana Cappiello
Bernadette Watson**

From: Kim Conti

Re: Board Agenda Items

Date: June 27,2022

**Approve Great Beginnings, Dr. Debora Buzinkai, 167 Broadway, Bayonne,
New Jersey 07002 for the following Evaluations:**

- Dyslexia Evaluation: \$1,300.00**
- Dysgraphia Evaluation: \$1,300.00**
- Dyscalculia Evaluation: \$1,300.00**
- Psychological Evaluation: \$800.00 Social Emotional only**
- Cognitive Assessment (IQ only): \$500.00**
- Complete Neuropsychological Evaluation: \$3000.00**

**Not to exceed \$8,200.00 for the 2022-2023 School Year.
11-000-219-320-01-19**

CONTRACT FOR NEUROPSYCHOLOGICAL AND RELATED EVALUATIONS

This AGREEMENT is made and entered into this _____ day of _____, 2022 by Dr. Debora Buzinkai, with offices located at 167 Broadway, Bayonne, New Jersey 07002 (hereinafter referred to as "Provider") and Union Township Board of Education (hereinafter referred to as the "Board") (collectively, the "Parties"), which administers contracts for the school district of the Township of Union ("District").

Provider is engaged in the business of providing psychological, cognitive and neuropsychological testing and evaluations, and Board has identified a need for such services ("Services") to be provided to students in the District.

The Board is a duly organized Board of Education organized pursuant to N.J.S.A. 18A:18A-1 *et seq.*

WHEREAS, it is the desire of both parties to make provision for such professional services, in accordance with the terms of the Agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, Provider and Board agree to the terms and conditions set forth herein:

I. RESPONSIBILITIES OF PROVIDER

A. Qualifications of Personnel.

Provider represents that she is licensed or certified as may be required by State law to provide the Services.

B. Criminal Background Check

Provider shall provide at request a Criminal History Record Information (CHRI), including fingerprint background check for herself and any employees who provide direct services to a student during the term of this Agreement.

C. Sexual Abuse/Child Abuse Disclosure Release Form

Provider shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7, and hereby consents to any inquiries required by that law that may be performed by the Board.

D. Service. Provider shall provide the services set forth in Provider's Proposal dated **March 25, 2022**, attached hereto as Schedule A. Services shall be provided to Board's students currently attending schools located within the District.

II. RESPONSIBILITIES OF BOARD

- A. Payment for Services. Board is responsible to compensate Provider for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. New Jersey Department of Education Requirements. Board agrees to provide Provider with all NJDOE forms and information necessary for its employees, if applicable, to obtain the required Criminal History Review. Provider agrees to provide only employees that have been approved by the NJDOE.
- C. Insurance. Board shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of Board acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

III. BILLING AND COMPENSATION

- A. Board agrees to compensate Provider in accordance with the Fee Schedule attached in Provider's Proposal as Schedule A.
- B. Provider shall forward to Board an itemized bill on a weekly basis.
- C. Service hours shall be defined as the actual hours provided within the school. Service hours shall not include travel time or any other periods that are not directly related to the services provided pursuant to this Agreement.
- D. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- E. This Contract is for the **2022 - 2023** academic school term. The total compensation paid shall not exceed **\$8,200.00**.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on the execution of this Agreement and will remain in effect through June 30, 2023. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, any and all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.

person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

VI. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein. **Each Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in**

SIGNATURES ON NEXT PAGE

SCHEDULE A – FEE SCHEDULE

(May attach Provider's Proposal)

Great Beginnings
Dr. Debora Buzinkai
American Board Certified School Neuropsychologist
N.J. License # 35SI00591100
167 Broadway
Bayonne, NJ 07002
(201) 725-2871

March 25, 2022

Fees for 2022-2023 school year:

Dyslexia Evaluation	\$1300.
Dysgraphia Evaluation	\$1300.
Dyscalculia Evaluation	\$1300.
Psychological Evaluation (social-emotional only)	\$800.
Cognitive Assessment (IQ only)	\$500.
Complete Neuropsychological Evaluation	\$3000.

As part of the evaluation process, Dr. Debora Buzinkai will request access to any and all school records pertaining to the student's involvement with the Department of Special Services for record review purposes. Additionally, Dr. Buzinkai may request teachers complete rating scales, provide work samples, and send information via email regarding any concerns.

At the completion of all evaluations a confidential written report regarding all findings will be submitted.

