

F-22

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

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**TO: Gerald Benaquista**

**C: Diana Cappiello  
Julia Vicidomini  
Elizabeth Esposito**

**From: Kim Conti**

**Re: Board Agenda Items**

**Date: May 21, 2021**

**Approve Technology for Education and Communication Consulting Incorporated to provide the following evaluations for district students. These evaluations include Assistive Technology Evaluations at the rate of \$850.00 per evaluation and Augmentative Communication Evaluations at the rate of \$900.00 per evaluation for the 21-22 School Year not to exceed \$7,000.00.**

**Account # 11-000-219-320-01-19**



**2021-2022  
Technology for Education and Communication Consulting, Inc.  
Fee Schedule**

Speech and Language Evaluation	\$550/evaluation
Augmentative Communication Evaluation (On site)	\$900/evaluation
Augmentative Communication Evaluation with Insurance Funding (includes submission of paperwork to AAC vendor for funding as well as supplemental statements as needed for appeals)	\$975/evaluation
Augmentative Communication Evaluation with home Visit (On site and home visit)	\$975/evaluation
Augmentative Communication Evaluation with Insurance Funding and Home visit	\$1075/evaluation
Assistive Technology Evaluation	\$850/evaluation
Assistive Technology/Augmentative Communication Consult	\$125/hour
Speech Consult/Speech Therapy	\$100/hour
Assistive Technology/AAC General Training	\$150/hour

**AGREEMENT BETWEEN**  
**THE TOWNSHIP OF UNION SCHOOL DISTRICT (“Board”)**  
**AND**  
**TECHNOLOGY FOR EDUCATION AND COMMUNICATION CONSULTING**  
**INC. (“Provider”)**  
**FOR THE PROVISION OF**  
**SPEECH PATHOLOGY SERVICES/ ASSISTIVE TECHNOLOGY AND**  
**AUGMENTATIVE COMMUNICATION**  
**CONSULTATION SERVICES**

**WHEREAS**, the Board has determined that it would be in its best interest to retain the Provider to provide AAC, AT And Speech therapy (“Services”); and

**WHEREAS**, these Services may be required by a student’s Individualized Education Plan (“IEP”), and must be provided to meet the requirements established by IDEA 2004 and to fulfill services as outlined in the student’s IEP; and

**WHEREAS**, the Provider is licensed by the State of New Jersey to provide such Services; and

**WHEREAS**, pursuant to *N.J.S.A. 18A:18A-5(a)(1)*, a contract retaining the services of the Provider may be negotiated and awarded by the Board via resolution, at a public meeting, without public advertising for bids when the subject matter of the contract involves professional services; and

**WHEREAS**, it is the intention of the Board and the Provider to enter into an

Agreement memorializing the terms and conditions of the provision of the Services; and

**WHEREFORE**, in consideration of the mutual covenants, conditions and agreements contained herein, the Board and Provider agree as follows:

1. Term. The Term of this Agreement shall be from *July 1<sup>ST</sup> 2021*, through *June 30, 2022*.

2. Services. The Provider shall provide the Services set forth in Exhibit A.

3. Conflict. In the event any provision of this Agreement conflicts in whole or in part with any Exhibit or Schedule hereto, the provisions of this Agreement shall control.

4. Laws. To the extent applicable, the Provider shall comply with, and require that anyone providing the Services on behalf of the Provider comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of the Agreement.

The Provider and anyone providing the Services on behalf of the Provider shall, without limitation of the aforementioned, comply with: the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA); the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education Rights Privacy Act; the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as

recodified in N.J.A.C. 6A:7-1 et seq. and the mandatory language of the Equal Opportunity provisions of that law, as attached hereto as Exhibits C & D and incorporated by reference herein; Title VII of the Civil Rights Act of 1964; and Title 11 of the American With Disabilities Act of 1990.

5. Conflict of Interest. The Provider represents that, to the best of its knowledge, information and belief, it is not engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.

6. Certification. The Provider shall provide the Board with copies of documentation confirming that the Provider has the certifications, licenses, skills and experience necessary to provide the Service as a condition precedent to the provision of the Services. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.

7. Compensation. The Provider shall provide the Board with the Services and the Board will compensate the Provider in accordance with the rates and terms set forth in Exhibit B. The rates and terms of payment set forth in Exhibit B shall remain constant throughout the term of this Agreement.

8. Assignment. The rights of the parties under this Agreement are personal to each party and neither party may subcontract, transfer, or otherwise assign its rights or delegate its duties under the Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other part to the Agreement, which shall not be unreasonably withheld.

9. Insurance. The Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) with respect to a single claim and Three Million Dollars (\$3,000,000) in the aggregate.

No later than the execution of this Agreement, and upon the Board's request from time to time, the Provider shall provide to the Board a certificate of insurance evidencing the coverage set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-".

15 Criminal History Background Checks. The Provider shall ensure and represents that a Criminal History Background Check conducted by the Criminal History Review Unit of the State of New Jersey Department of Education has been completed on behalf of the Provider as required by N.J.S.A.18A:6-7.1 et seq. and that the check reveals that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from providing the Services. The Criminal History Background Checks shall be provided at no cost to the Board. The Provider shall provide proof to the Board that no such criminal history record information exists as a condition precedent to the provision of the Services.

10. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider shall remit a

copy of its Business Registration Certificate to the Board no later than the execution of this Agreement. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services.

11. Records Maintenance and Retention. The Provider shall retain any and all records in accordance with the applicable School District Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be immediately provided to the Board upon request.

12. Pay-to-Play. The Provider shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and shall submit the required Disclosure forms to the Board no later than ten (10) days prior to the award of the Contract.

14. Equal Opportunity. The Provider shall abide by the mandatory provisions of New Jersey's Equal Employment Opportunity laws, as applicable to her and/or her practice, which are annexed hereto and made a part hereof as Exhibit D.

15. Entire Agreement. This Agreement, and the Exhibits and Schedules hereto, represents the entire agreement between the parties. Any modifications to this Agreement must be set forth in writing and signed by an authorized representative of both parties.

16. Independent Contractor. The parties agree that the Provider is an independent contractor and nothing in the Agreement shall be construed to establish an

employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Provider shall at all times remain an independent contractor. The Board assumes no responsibility for the payment of benefits or any federal or state withholdings.

17. Non-Compete Clause.

The Provider agrees that, during the term of this Agreement and any extension thereto, the Provider will refrain from soliciting (indirectly or directly) any parent, child or guardian who was provided services under this agreement.

18. Miscellaneous Provisions.

A. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express) or by certified mail, return receipt requested, addressed to each party as follows:

***As to the Provider:***

Jennifer Drenchek-Cristiano

925 South Blackhorse Pike

Suite B

Williamstown, New Jersey 08094

As to the Board:

Attn: *Joe Seugling*

Supervisor of Special Services



2369 Morris Avenue

Union, NJ 07083

908-851-6536

B. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

C. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their assigns.

D. In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.

E. If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

F. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year above written.

ATTEST: TOWNSHIP OF UNION

BOARD OF EDUCATION

By: \_\_\_\_\_ By: \_\_\_\_\_

ATTEST: **Technology for Education and Communication Consulting, Inc.**

By:  \_\_\_\_\_ By: \_\_\_\_\_

Jennifer Drenchek-Cristiano

CEO TECC Inc.

## **EXHIBIT A**

To the Agreement Between  
TOWNSHIP OF UNION SCHOOL DISTRICT  
and  
TECHNOLOGY FOR EDUCATION AND COMMUNICATION CONSULTING INC  
Dated May 5th, 2021  
Description of Services  
**DIRECT SERVICES**

- 1) The Consultant will provide trainings to staff at any school placement, as requested by the District, relative to the areas of speech/language pathology, augmentative communication and assistive technology.
- 2) The Consultant will provide general consultation services to any building in the District to address issues regarding speech/language pathology, augmentative communication and assistive technology needs.
- 3) It is contemplated that the frequency of AT/AAC Evaluation Services to be provided under this Agreement to the District by the Consultant shall be determined by the Township of Union School District via written request as needed.
- 4) The services shall meet the requirements established by Individuals with Disabilities Education Act 2004 and fulfill services outlined in the students' IEPs.

**EXHIBIT B**

To the Agreement Between  
THE TOWNSHIP OF UNION SCHOOL DISTRICT  
And  
TECHNOLOGY FOR EDUCATION AND COMMUNICATION CONSULTING INC.  
Dated May 5th, 2021

Compensation and Invoicing

1. The Provider shall be paid in accordance with the attached 2021-2022 fee schedule for all fees and services requested.
2. The Provider will bill 1.5 hours per diem for travel related costs for a total travel cost of \$150
4. The district must cancel scheduled consultation appointments within 24 hours of the scheduled meeting or be subject to the full cost of the consultation session.
5. The Consultant shall submit duly verified invoices to the Board on a monthly basis for all services actually provided in the preceding month.

**EXHIBIT C**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq.; N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL  
SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, Where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to. Post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or

advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies

shall furnish such information as may be requested by the Division of Contract  
Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter  
10 of the Administrative Code at N.J.A.C.17:27.**