

**AGREEMENT  
FOR THE  
PROVISION OF EDUCATIONAL SERVICES**

This Agreement, made as of this 27th day of September, 2017 by and between: Brick Township Board of Education and THE MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION, with offices at 900 Hope Road, Tinton Falls, New Jersey 07712 ("MOESC").

RECITALS:

The District requires the services of: School Psychologist per diem to start 10/02/17 through 12/22/17. Start time: 8:00 a.m. – 4:00 p.m. 5/week.

AGREEMENT

In consideration of the mutual covenants herein contained, the District and MOESC agree as follows:

1. The attached standard terms and conditions are incorporated herein.
2. MOESC shall provide certified educational professionals to provide the services, as defined herein, during the time frame specified herein at the facility/facilities of the District as the District shall specify at a cost of **(SEE ATTACHED RATE SHEET)**.
3. Payment is due upon receipt based on the District's monthly bill payment schedule.
4. The District recognizes that MOESC shall be utilizing independent contractors for these services and shall attempt, but is not obligated, to provide the same contractor for the duration of the request. Any change should be reported to the Director Special Services, no later than 48 hours before the change is made.

## SUMMARY OF RESPONSIBILITIES

### A. Responsibilities of the MOESC:

1. Provide properly certified educational professionals to perform the independent, advisory services specified in the Agreement, which shall be an independent contractor of MOESC.
2. Follow the direction of the District and its administration in the delivery of the contracted-for services.
3. Provide testing equipment and materials for speech correction and child study team services.
4. Provide liability insurance. The insurance certificate must name the DISTRICT, as an additionally insured. The minimum liability insurance limits should be \$1 million per occurrence and \$2 million aggregate.
5. Maintain feedback from requesting districts as to the services provided.
6. Abide by the District's daily schedule.

### B. Responsibilities of District Board of Education to MOESC:

1. Provide access to appropriate, secure, safe and climate controlled facility including janitorial services, and appropriate and timely removal of snow and ice from sidewalks, stairs and parking lots including the application of salt/sand.
2. Notify MOESC assigned staff member of facility closings no later than 6:00 a.m. on the day of closing or as soon as the decision is made.
3. Supervise, direct and administer the MOESC independent contractor so as to regulate MOESC's contribution to the District's educational program.
4. Facilitate any acceptable recommendations of the MOESC independent contractor into the educational program.
5. Make available a telephone within the facility for the MOESC independent contractor calls in accordance with the District's existing practices.
6. Provide the MOESC office with the District's daily schedule and updates as necessary ten (10) days prior to revision.

7. Provide the appropriate educational program supervision of MOESC independent contractors.
8. Promptly report any and all MOESC independent contractor performance questions or problems to MOESC.
9. Provide only students appropriately registered in the District.
10. Agrees not to employ or contract with the independent educational professional assigned by MOESC to the District for any position within the District or assignment within the District for a period of eighteen (18) months from the date of the agreement for the provision of certified educational professionals between the District and the MOESC, unless the District purchases the MOESC's consent by paying the MOESC a fee in the amount of \$15,000 to defray the costs incurred by MOESC. MOESC expends considerable effort and time to find and then arrange for certified personnel to provide such services to the District and other school districts.

## II. PROGRAM IMPLEMENTATION

The District shall provide a minimum of thirty (30) days notice to MOESC for the implementation of a Program for a specific date. MOESC cannot guarantee the implementation of a Program upon less notice.

## III. TERMINATION

This Agreement may be terminated without cause by the District or MOESC upon no less than thirty (30) days' notice.

## IV. LEGAL

This Agreement contains the entire Agreement of the parties and no representations, inducements, promise or agreements, oral or otherwise, not embodied herein shall be of any force and effect and shall not be modified except by the written Agreement of the parties.

Any notice being given under this Agreement shall be duly and properly given and delivered by telefax directed to the Superintendent and by first-class mail and certified mail, return receipt requested, postage pre-paid to the Superintendent.

This Agreement supersedes any prior negotiations, discussions or communications between the parties.

Neither party may sell, assign, transfer or otherwise dispose of its obligations without the other party's prior written consent, which consent shall not be unreasonably withheld.

V. CLAIMS BY OR DISPUTES WITH THIRD PARTIES

In the event any claims or disputes arise in any way involving MOESC provided services with persons or entities not a party to this Agreement, then the District shall (1) notify MOESC immediately of learning of any such claim or dispute, and (2) cooperate with any MOESC decision or action to support or defend its services as the MOESC may determine in its sole discretion, including, but not limited to, attending, participating and joining in meetings, conferences, hearings and dispute resolution proceeding through the use of MOESC staff, attorneys or experts.

VI. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or its breach shall be confidentially resolved by arbitration in accordance with the then governing rules of the American Arbitration Association. The prevailing party shall be entitled to recover from the non-prevailing party as part of the arbitration award any costs and expenses, including attorney's fees and arbitration fees which the prevailing party incurred.

MONMOUTH-OCEAN EDUCATIONAL  
SERVICES COMMISSION

Dated: \_\_\_\_\_

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

FOR THE \_\_\_\_\_  
BOARD OF EDUCATION

Dated: \_\_\_\_\_

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

**Child Study Team Services                      2017-2018**

Full Testing: Social Worker/Psychologist/LDTC, Report Only, No Meeting (1 to 75 Evals)	\$ 335.00 per evaluation (1 to 75)
Full Testing: Social Worker/Psychologist/LDTC, Report Only, No Meeting (76+ Evals)	\$ 305.00 per evaluation (76+)
Social Worker / Psychologist - per diem	\$ 390.00 per day
Social Worker / Psychologist - per hour	\$ 78.00 per hour
Bi-Lingual Full Testing: Social Worker/Psychologist/LDTC, Report Only, No Meeting	\$ 530.00 per evaluation
Bi-Lingual Social Worker/Psychologist/LDTC - Services	\$ 138.00 per hour
LDTC - per diem	\$ 495.00 per day
LDTC - per hour	\$ 88.00 per hour
Speech - Evaluations	\$ 335.00 per evaluation
Speech - Services	\$ 98.00 per session/hour
Bi-Lingual Speech - Evaluations	\$ 410.00 per evaluation
Bi-Lingual Speech - Services	\$ 108.00 per session/hour
Occupational Therapy - Evaluations	\$ 315.00 per evaluation
Occupational Therapy - Services	\$ 118.00 per hour
Physical Therapy - Evaluations	\$ 315.00 per evaluation
Physical Therapy - Services	\$ 118.00 per hour

Board Approved: 1/11/17