

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

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**TO: Greg Tatum**

**C: Diane Cappiello  
Julia Vicidomini**

**From: Kim Conti**

**Re: Board Agenda**

**Date: November 17, 2020**

**Approve Summit Speech to provide Itinerant Services, Teacher of the Deaf, at the rate of \$165.00 per hour not to exceed \$5115.00 for the 2020-2021 school year.  
(11-000-216-320-01-19)**



at the F.M. Kirby Center

705 Central Avenue • New Providence, New Jersey 07974 • Phone (908) 508-0011 Fax (908) 508-0012

### ITINERANT TEACHER OF THE DEAF SERVICES

As mainstreaming of children with hearing loss grows, so does the need for specially trained teachers to provide support to them, their parents, and mainstream school personnel. These specially trained Itinerant Teachers are licensed by the State of New Jersey as Teachers of the Deaf and Hard of Hearing. Our Itinerant Teachers are experts in the Listening and Spoken language approach to educating children with hearing loss, and can provide a wealth of services tailored to a specific child's and school's needs. This enables hearing-impaired children to maximize the benefit they gain from their mainstream educational placement.

Services may include, but are not limited to:

- **Direct Student Services** provides individual weekly pull out sessions for students. Services can range from once a week to five times a week and are typically for one hour or parts thereof with a minimum of 40 minutes a session. These services may include, but are not limited to:
  - Equipment troubleshooting for your deaf or hard of hearing student
  - Auditory training to address specific listening skills which enable our students to have more complete auditory access to the mainstream curriculum
  - Preview and review vocabulary
  - Provide strategies for teachers and appropriate accommodations and modifications
  - Improving expressive and receptive language skills
  - Developing self-advocacy skills to promote independence
- **Consult Services** for students needing less support. These services are limited to four times a year and may include direct or indirect services.
  - Direct consults typically include an in-service for staff, setting up equipment with student, one check in with student and a follow up IEP meeting
  - Indirect consults typically include an in-service for staff, setting up equipment, checking in with teachers via email or in person, a follow up IEP meeting
- **As Needed Consults** for equipment malfunction. Please contact SSS at 908-508-0011 or email [tech@summitspeech.org](mailto:tech@summitspeech.org) for assistance.
- **Staff In-Service**, which typically provides all general staff with information on hearing loss and its educational implications, as well as the child's amplification devices. In-services are highly tailored, and based on the strengths and needs of the hearing-impaired child and the staff. Following a general meeting, a meeting with the child's core team focuses on hands-on equipment training, and specific strategies for enhancing the child's functioning and communication in the educational setting.
- **Student In-Service** for classmates are aimed at increasing the hearing-impaired child's self-esteem and confidence with peers. Additionally, classmates will gain a greater understanding of hearing loss, its implications, and assistive listening equipment being used, all of which contributes to the hearing-impaired child's mainstream success.

Itinerant Services are provided at the child's school, and are determined by the IEP team, based on the child's needs. If a child is new to the Summit Speech School Itinerant program, an Itinerant staff member can review the child's records, make a site visit, and recommend appropriate services.

Please contact the Summit Speech School at 908/508-0011, should you have any questions regarding our Itinerant Teacher Program.

Teaching Deaf Children to Listen and Talk since 1967

[www.summitspeech.org](http://www.summitspeech.org)



at the F.M. Kirby Center

705 Central Avenue • New Providence, New Jersey 07974 • Phone (908) 508-0011 Fax (908) 508-0012

**2020 – 2021**

**Teacher of the Deaf**

**Itinerant Services**

**Fee Schedule**

ALL SERVICES WILL BE CHARGED TO THE NEAREST QUARTER OF AN HOUR

Itinerant Teacher of the Deaf	\$160 or \$165.00/hour*
Staff/Student In-service	\$160 or \$165.00/hour*
Consultative Services	\$160 or \$165.00/hour*
Review/Observation/Intake (ROI) Provided by the Coordinator/Supervisor of the Itinerant Program	\$250.00/hour
To consult directly or indirectly with the Educational Audiologist in the form of email, phone call, text and/or mail	\$200.00/hour
Extensive record review at district with Recommendations	\$200.00/hour
Diagnostic report review via email	\$100.00/hour

\*Districts with less than 10 services per week will be charged \$165/hour; districts with 10 or more services per week will be charged \$160/hour. The hourly rate will remain the same throughout the school year.

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**AGREEMENT BETWEEN THE SUMMIT SPEECH SCHOOL AND THE  
TOWNSHIP OF UNION BOARD OF EDUCATION FOR THE ITINERANT  
TEACHER PROGRAM**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between Union Township Board of Education, located at 2369 Morris Ave Union, NJ 07083, referred to in this Agreement as the BOARD OF EDUCATION, and Summit Speech School, located at 705 Central Avenue, New Providence, New Jersey 07974, referred to in this Agreement as SUMMIT SPEECH.

**WHEREAS**, the Summit Speech offers and/or arranges for deaf services by licensed Teachers of the Deaf and Hard of Hearing (each, a "Teacher" and collectively, the "Teachers") in order to assist educational facilities with the mainstreaming of children with hearing loss and to develop and implement quality related services;

**WHEREAS**, Board of Education operates a department of special education and desires to engage Summit Speech to provide access to Teachers to provide necessary deaf services to its students at school(s); and

**WHEREAS**, the Summit Speech desires to provide access to such Teachers for the provision of such services to students referred by Board of Education, and Board of Education desires to receive the same, all pursuant to the terms and conditions more particularly set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the parties intending legally to be bound, hereby agree as follows:

**1. TERM OF AGREEMENT**

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and shall continue until the expiration of the school year on or about June 30, 2021 (the "Initial Term"). Thereafter, this Agreement may be renewed pursuant to paragraph six (6), for subsequent school years not to exceed four (4) successive years after conclusion of the Initial Term. This Agreement may be terminated on notice, pursuant to paragraph seven (7).

**2. COMPENSATION**

Compensation will be provided to Summit Speech by the following fee schedule:

Itinerant Teacher of the Deaf	\$160 or \$165.00/hour*
Staff/Student In-Service	\$160 or \$165.00/hour*
Consultative Services	\$160 or \$165.00/hour*

Review/Observation/Intake (ROI) Provided by the Coordinator/Supervisor	\$250.00/hour
Of the Itinerant Program To consult directly or indirectly with the Educational Audiologist in the form of email, phone call, text, and/or mail	\$200.00/hour
Extensive record review at district with recommendations	\$200.00/hour
Diagnostic report review via email	\$100.00/hour

**All services will be charged to the nearest quarter of an hour.**

\*Districts with less than 10 services per week will be charged \$165/hour; district with 10 or more services per week will be charged \$160.00/hour. The hourly rate will remain the same throughout the school year.

### **3. SERVICES**

During the Term (as defined above), Summit Speech shall supply the Board of Education with Teachers in order to perform deaf and hard of hearing services as determined by the IEP team based in the child's needs and such other services as shall be set forth below and made a part of this Agreement. The Services may, from time to time, be amended or modified by the written, executed agreement of the parties, and as so amended or modified, the new, proposed modifications shall be attached and made a part of this Agreement. The Services shall be provided at the schools designated by Board of Education, and Board of Education agrees to provide Summit Speech with adequate space at each such School and access to the computerized software for IEPs, progress notes, SEMI forms and other similar computer programs and software necessary to perform the Services and any equipment reasonably requested by Summit Speech. Summit Speech shall provide the Services in a manner which attempts to minimize disruption of the educational process, coordinate the availability of space and staff, and allow for the maximum time spent engaging in the Services to achieve the stated goals for each student

Services may include, but are not limited to:

**Direct Student Services** provides individual weekly pull out sessions for students. Services can range from once a week to five times a week and are typically for one hour or parts thereof with a minimum of 40 minutes a session. These services may include, but are not limited to:

- Equipment troubleshooting for your deaf or hard of hearing student
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- Preview and review vocabulary

- Provide strategies for teachers and appropriate accommodations and modifications
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**Consult Services** for students needing less support. These services are limited to four times a year and may include direct or indirect services.

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**Student In-Service** for classmates are aimed at increasing the hearing-impaired child's self-esteem and confidence with peers. Additionally, classmates will gain a greater understanding of hearing, its implications, and assistive listening equipment being used, all which contributed to hearing-impaired child's mainstream success.

#### **4. PAYMENT OF SERVICES**

In consideration of the Services, the Board of Education shall pay to Summit Speech the fees set forth on paragraph two (2) of this agreement, as may be amended from time to time during the Term upon the written, executed agreement of the parties.

- a) Summit Speech shall submit consolidated monthly invoices (each, an "Invoice" and collectively, the "Invoices") to Board of Education containing the Fees for Services rendered by Summit Speech during the immediately preceding calendar month. Each Invoice shall include a billing log in the form attached hereto as Exhibit A (each, a "Billing Log") for each Therapist who provided Services during the respective immediately preceding calendar month, which shall provide, in reasonable detail, information regarding the actual number of hours spent at any School and a description of the Services provided.
- b) Payment of all Invoices for Services and reimbursements shall be made by the Board of Education to Summit Speech within sixty (60) days of receipt of each Invoice.

- c) Board of Education shall notify Summit Speech of any dispute with any Invoice within sixty (60) days from Board of Education's receipt of such Invoice (each, an "Invoice Dispute"). Notwithstanding the delivery of an Invoice Dispute, Board of Education shall pay to Summit Speech that portion of the Invoice as to which Board of Education does not disagree. The parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 8(k).

## **5. CONFIDENTIALITY OF RECORDS**

Summit Speech agrees that all knowledge and information that it receives from Board of Education, or by virtue of providing the services under and pursuant to this Agreement, relating to the Student, shall for all purposes be regarded as strictly confidential and held by Summit Speech in confidence and shall not be disclosed by Summit Speech to any person whatsoever except to the Board of Education or with the Board of Education's prior written permission in accordance with all applicable Board Policies and Regulations, as well as, Federal and State statutes and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99

## **6. RENEWAL**

This Agreement may, by mutual agreement, be renewed on a school-year-to-school-year basis, not to exceed four (4) successive years after conclusion of the Initial Term. The parties shall keep each other advised as to whether this Agreement may be so renewed, but neither party shall be bound to renew this Agreement or become otherwise liable to the other by reason of any failure to so advise the other.

## **7. TERMINATION**

Either party may terminate this Agreement by providing at least ninety (90) days prior written notice to the other party of such party's intention to terminate this Agreement.

Summit Speech may terminate this Agreement if Board of Education fails to pay any Invoice when due under this Agreement and the failure continues for thirty (30) business days after the Board of Education's receipt of notice of nonpayment.

Upon termination of this Agreement, the parties hereto agree as follows:

Each party shall deliver to the other party all Confidential Information of the other party and shall permanently erase all Confidential Information of the other party from computer systems, unless retention is otherwise required by law.



Summit Speech shall immediately provide any Invoices for Services rendered which were not previously submitted and the Board of Education shall, within five (5) days

## **8. COMPLIANCE AND APPLICABLE LAW**

The parties are, and at all times shall be, in compliance with all laws, including, without limitation, (i) all applicable requirements of the Health Insurance Portability Act of 1996 and its related regulations (HIPPA), including any and all requirements regarding privacy and security of health information; and (ii) New Jersey Administrative Code (N.J.A.C.) 6A:14 (Special Education); Individuals with Disabilities Education Improvement Act 2004 (IDEA); N.J.A.C. 6A:32-7.3 et seq. (Student Records); Section 504 of the Rehabilitation Act of 1973; New Jersey Statutes Annotated (N.J.S.A.) 18A:46A-1 et seq. (Chapter 192, Laws of 1977); N.J.S.A. 18A:46-19.1 et seq. (Chapter 193, Laws of 1977); N.J.S.A. 18A:6-7.6 through 7.13 (Pass the Trash); N.J.A.C. 6A:9 (Professional Licensure and Standards); and N.J. Department of Law and Public Safety statutes and regulations governing licensed occupations. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to carry out the terms of this Agreement.

## **9. INDEMNIFICATION**

Summit Speech shall indemnify and hold the Board of Education, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately caused by the acts or omissions of Summit Speech, its Personnel, staff, or other employees or authorized agents of Summit Speech, or by the Summit Speech breach of this Agreement

The Board of Education shall indemnify and hold the Summit Speech harmless from and against all claims or losses incurred by Summit Speech, including reasonable attorney's fees that are solely caused by the acts or omissions of the Board of Education or its employees or authorized agent

## **10. GOVERNING LAW: JURISDICTION.**

This Agreement shall be governed by and construed in accordance with applicable provisions of New Jersey law without regard to its conflict of law principles, and each party hereby consents to the exclusive jurisdiction of the state and federal courts located in New Jersey for purposes of all actions commenced to construe or enforce this Agreement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts located in the State of New Jersey, or, if such courts do not have subject matter jurisdiction, the state courts of the State of New Jersey located in the County of Union, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or

proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date above written.

SUMMIT SPEECH SCHOOL

By:

Name:

Title:

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BOARD OF EDUCATION

By:

Name: Kim Conti

Title: Director of Special Services

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