

**MIRIAM SKYDELL AND ASSOCIATES
PEDIATRIC OCCUPATIONAL THERAPY**

**16-00 Route 208 South
Fair Lawn, New Jersey 07410
Phone: 201-794-7700
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www.kidtherapycenter.com**

2020-2021 School Contract

Agreement between the "school district". **Franklin Lakes BOE and Miriam Skydell of Miriam Skydell and Associates, LLC.**

1. The school district engages the services of Miriam Skydell and Associates and Miriam Skydell and Associates, LLC accepts such employment to provide speech, physical, and occupational therapy services upon the terms and conditions of this agreement, as an independent contractor.
2. The term of this agreement shall commence on September 23, 2020.
3. The school district shall pay Miriam Skydell of Miriam Skydell and Associates, LLC for all speech, physical, and occupational therapy services at the rate of 150.00 per hour. In the event that it is needed, evaluations will be paid at a rate of 450.00 per evaluation. School district is responsible for paying therapists for all contracted hours unless therapist is notified in advance that a student will not be available for his/her session on any particular day. In the event that a session is missed due to student or therapist un-availability, the therapist will put forth her best effort to make up the missed sessions.
4. It is specifically agreed that any and all speech, physical, and occupational therapists providing services shall possess a current certification and license to practice speech, physical, and occupational therapy in the state of New Jersey as well as liability insurance and a record of criminal history clearance.
5. Miriam Skydell and Associates shall provide 7 speech, physical, and occupational therapy one time a week for 45 minutes for a total of 6 sessions. The therapist will be responsible for documents and reports to include recommendations and goals pertaining to the student in accordance to the requirements of the school district.
6. Services will be provided by the therapist to the pupil at the pupil's home as per the district's request at the time of this contract.
7. Franklin Lakes BOE may terminate at any time, without cause this agreement by giving 30 days written notice to Miriam Skydell of Miriam Skydell and Associates, LLC. In that event, the therapist if requested by Franklin Lakes BOE will continue to provide services to the pupils and be paid at the regular rate up to and through the date of termination. Miriam Skydell of Miriam Skydell and Associates, LLC may without cause at any time terminate this agreement by giving 30 days' notice to Franklin Lakes BOE. In such a case the therapist will continue to render services and be paid at the full rate up to and through the date of termination.
8. Franklin Lakes BOE will not during the period of therapist employment or during two years after

termination of therapist employment, directly or indirectly, either for Franklin Lakes BOE or for any other person, firm, or corporation, call upon, compete for, solicit, divert, or take away or attempt to divert or take away any therapist serviced through Miriam Skydell for Franklin Lakes BOE.

9. This agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all other Agreements, oral or written with respect to the matter hereof. No changes or modification will be valid unless they are signed by the parties hereto. This Agreement shall be binding upon the successors and assign of each party hereto. Either parties' waiver or breach of this Agreement shall operate or be construed as a waiver of any subsequent breach.

In witness whereof, the above Agreement is acceptable to both parties:

Miriam Skydell and Associates

Franklin Lakes BOE

Signed by: _____

Signed by: Michael J. [Signature]

Date: _____

Date: 10-2-2020