

Glassboro Public Schools



MEMO

To: Mark Silverstein

From: Michael Sloan

Date: 12/18/2024

Re: Jump Ahead Pediatrics Contract

Recommend Board ratify the contract for Jump Ahead Pediatrics, LLC, 35 Journal Square, Suite 610, Jersey City, NJ 07306, to provide Speech Therapy Services for the 2024-2025 school year effective September 6, 2024. This is the first year of a three-year contract with an optional annual renewal.

AGREEMENT FOR SERVICES

This Agreement For Services (“Agreement”) is made and entered into by and between Jump Ahead Pediatrics, LLC (“Jump Ahead” or the “Agency”) a company having its principal place of business at 35 Journal Square, Suite 610, Jersey City NJ 07306, and Glassboro Public Schools (the “District”), having a principal place of business at 560 Joseph Bowe Blvd, Glassboro, NJ 08028. Agency and District may be referred to individually as a “Party” or together, as the “Parties.”

RECITALS

WHEREAS, District may request that Agency place occupational, speech, physical, or special educators within the District to provide associated services (the “Services”) to school age children, and;

WHEREAS, District desires to engage Agency for this purpose pursuant to the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the recitals set forth above, which are hereby incorporated by reference herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM OF CONTRACT

This Agreement is effective during the District’s school year, from September 6, 2024 through and ending on June 30, 2025 (the “Term Date”). If the Agency is awarded the RFP in a given school year, the terms of this Agreement will automatically extend to the subsequent school year, and the Agreement will terminate on June 30th of that respective school year. However, if the Agency is not awarded the RFP, this Agreement will not extend for any reason past the respective Term Date of that school year. The agency shall be compensated for the full duration of the school day, provided the assigned therapist is present for the entirety of the scheduled school hours, inclusive of a 30-minute paid lunch break.

2. INDEPENDENT STATUS

(a) No Employment Relationship

It is the express intention of the Parties that District is an independent contractor and/or independent entity not an employee, agent, joint venture, or partner of Agency. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between Agency and District or any employee or agent of Agency or District. Both Parties acknowledge that neither Agency nor any of Agency’s employees or agents are an employee or agent of District. Agency shall retain the right to perform Services for others during the term of this Agreement.

(b) **No Authority to Bind Agency**

District has no authority to act, to enter into any contract, to make any commitment, or to incur any liability on behalf of Agency, and District must not represent to any third party that District has any such authority.

3. **SERVICES TO BE PERFORMED BY AGENCY**

(a) **Description of and Payment for Services**

Agency agrees to perform the Services described in Exhibit A, attached hereto. Invoices for Services rendered will generally be provided on a monthly basis in accordance with the fee schedule listed in Exhibit A. Payment shall be rendered net-30 (within thirty calendar days) from date of receipt, to Agency.

(b) **Method of Performing Services**

Agency agrees to exercise the highest degree of professionalism to achieve the goals set by the District, and to utilize their expertise and talents in providing such Services. Services will be provided to any and all children on an equal opportunity basis, and without regard to race, creed, color, national origin, sex/gender, disability, age, or any other protected category or characteristic.

4. **CONFIDENTIAL BUSINESS INFORMATION**

Agency and District acknowledge that both Parties each possess papers and information of a confidential nature. Each Party therefore agrees not to obtain, use or disclose any such information belonging to the other Party, except as needed to perform the Services. District further agrees to hold in strictest confidence, and not to use, or to disclose to any person, firm, corporation or other entity without written authorization of the Agency, any Confidential Information of the Agency and that "Confidential Information" means any Agency proprietary information including but not limited to healthcare/demographic information, service providers, client lists and client prices and costs, marketing, finances, budgets or other business information pertaining to any aspect of the Agency's business that is either information not known by actual or potential competitors of the Agency or other third parties not under confidentiality obligations to the Agency, or is otherwise proprietary information of the Agency or its customers or service providers. District agrees to the extent applicable, to maintain the confidentiality of all patient and client information and records in accordance with the Health Insurance and Portability and Accountability Act ("HIPAA") including Personally Identifiable information, Health Information, and Personal Health Information.

5. **NON-SOLICITATION OF AGENCY EMPLOYEES**

The District agrees that while any Agency employee performs Services for the District, and for a period of two (2) years from the cessation of any Agency employee's performance of Services, that it will not, for any reason, employ, contract with, or otherwise receive Services (besides through the District) from such employee.

6. **TERMINATION OF AGREEMENT**

In addition to the termination provisions of Section 1 of this Agreement, the Agreement may be terminated as follows:

(a) **Termination for Breach**

Should District or Agency default in the performance of this Agreement or materially breach any of its provisions, the non-defaulting party may terminate this Agreement by giving written notice to the other.

(b) **Termination by Mutual Agreement**

This Agreement may be terminated prior to its expiration by mutual written consent of the Parties.

(c) **Termination for Convenience**

This Agreement may be terminated by either Party for convenience upon thirty (30) days advance written notice to the other Party of said termination.

(d) **Survival**

Sections 2 (Independent Status), 4 (Confidential Business Information), and 7 (General Provisions) will survive any termination or expiration of this Agreement. Termination or expiration of this Agreement will not affect either Party's liability for any breach of this Agreement such Party may have committed before such termination or expiration.

7. **GENERAL PROVISIONS**

(a) **No Assignment By District**

Neither this Agreement nor any duties, obligations or rights under it may be assigned by District without the Agency's prior written consent.

(b) **Notices**

Any notices required in connection with this Agreement may be given by either Party to the other, in writing, by email or by personal delivery, e-mail, express mail (e.g., Federal Express) delivery, or by mail, registered or certified, postage prepaid with return receipt requested.

(c) **Entire Agreement of the Parties**

This Agreement, including Exhibit A, supersedes and merges any and all prior or contemporaneous agreements, communications and understandings, either oral or written, between the Parties hereto with respect to the performance of Services by Agency for District.

(d) **Severability**

Except as otherwise provided in this Agreement, if one or more of the provisions in this Agreement are deemed unenforceable, then the remaining provisions will continue in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad or partially invalid, illegal or unenforceable, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. Parties agree that a court may rewrite, revise, or edit this Agreement to make it enforceable.

(e) **Waiver**

No waiver by the Agency of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Agency of any right under this Agreement shall be construed as a waiver of any other right.

(f) **Governing Law and Venue**

This Agreement and all disputes arising hereunder shall be conducted in accordance with and governed by the laws of the State of New Jersey, without regard to conflict/choice of law principles. The Parties stipulate and agree that jurisdiction and venue shall lie exclusively in courts located in New Jersey.


(g) **Counterparts and Execution**

This Agreement may be executed in counterparts, by facsimile and/or e-mail and such signatures shall be binding and deemed original for purposes of enforcement of this Agreement and which together shall constitute one and the same instrument.

Glassboro Public Schools

JUMP AHEAD PEDIATRICS, LLC

By: _____

By:  _____

Print Name: _____

Print Name Janki Patel

Title: _____

Title: Co-Founder

Date: _____

Date: 12/5/24

EXHIBIT A

Year 1

Speech Therapy	\$88.50 per hour
Speech Therapy Evaluation Service	\$350 per evaluation
Home-Based Services	\$98.50 per hour
Final Report	Included in our hourly rates

Year 2

Speech Therapy	\$91.20 per hour
Speech Therapy Evaluation Service	\$400 per evaluation
Home-Based Services	\$101.46 per hour
Final Report	Included in our hourly rates

Year 3

Speech Therapy	\$93.94 per hour
Speech Therapy Evaluation Service	\$450 per evaluation
Home-Based Services	\$104.50 per hour
Final Report	Included in our hourly rates

Statement of Services

This Statement of Services is incorporated into the Agreement (effective date of December 5th, 2024) between the Agency and District. This Statement of Services describes the Services to be performed and provided by Agency pursuant to the Agreement. If any item in this Statement of Services is inconsistent with the Agreement prior to such incorporation, the terms of this Statement of Services will control, but only with respect to the Services to be performed.

Services. Agency will render the following Services to District each week:

- Assist with Speech Therapy, Speech Therapy Evaluation, and Home-Based services
- Other services as requested.

Glassboro Public Schools

By: _____

Print Name: _____

Title: _____

Date: _____

JUMP AHEAD PEDIATRICS, LLC

By: Janki Patel _____

Print Name Janki Patel _____

Title: Co-Founder _____

Date: 12/5/24 _____