



EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Coatesville Area School District, hereinafter referred to as "School System".

1. Terms of Agreement

The terms of this Agreement shall commence upon Board approval.

2. Engagement

School System hereby engages EBS to supply Wilson Reading Specialists (hereinafter "Reading Specialist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract.

3. Status of EBS

All Reading specialists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions of this agreement.

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.



4. Documentation

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each reading specialist consisting of an application, skill checklist, current license issued by the State of Pennsylvania, all Pennsylvania Clearances, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

A. Each reading specialist (Registered/Licensed) shall carry a copy of his or her license/certification and shall present said license to School System Administration, if requested.

B. Each reading specialist shall have at least two work references which shall be documented at EBS headquarters office.

6. Personnel Requirements

Requests from the School System for personnel will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. Each reading specialist will be scheduled for up to 40 regular hours within a one-week period. Overtime hours are paid after 40 hours are worked within a one week period of time. Overtime rate will be paid at time and one-half per hour or agreed upon rate.

Overtime hours may be offered by School System and worked only by mutual agreement with the reading specialist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.



Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the reading specialist. Such canceled hours will be without pay by the School System and without penalty to the Reading specialist by EBS.

7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS reading specialist performing services hereunder. With prior approval from EBS, School System may hire a reading specialist, provided School System pays EBS a placement fee of fifty percent (50%) of the reading specialist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

8. Right to Dismiss

If in the professional judgment of School System Administration, a reading specialist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require reading specialist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such reading specialist's services shall be limited to the hours actually worked by such reading specialist.

9. School System Policies and Procedures

While providing services at School System, reading specialists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for reading specialists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of reading specialists care in the facilities will be explained.

10. Liaison

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.



11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

School System:

Coatesville Area School District
3030 C G Zinn Road
Thorndale, Pennsylvania 19372

By _____

Title _____

Date _____

EBS:

Educational Based Services, Inc.
200 Skiles Blvd.
West Chester, Pennsylvania 19382

By 

Title Special Ed. Coordinator

Date 8/16/18



Compensation and Cost Data

EBS typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the provider is working. Time off, holidays, sick time and lunch are not billable and EBS will not invoice Coatesville Area School District for these time periods.

EBS is company owned and operated by special education professionals. Our goal is to provide the best possible special education professionals in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep costs as low as possible.

2018-19

Wilson Trained and Certified Reading and Language Providers

1:1 Student Session: \$58.84 per hour

**Small Group Session: \$58.84 per hour for first student
 \$28.88 per hour for each additional student in group**

Our infrastructure as the current provider of related services within the district will allow us to seamlessly implement the Wilson Reading program in collaboration with other related services already being provided. EBS dedicated full time supervisors are Wilson trained. In addition to supporting and collaborating with other stakeholders, EBS supervisors will review progress monitoring data regularly to ensure effective programming for all students receiving Wilson Reading and Language services. This will also guarantee all service minutes are met for each student's IEP.

***EBS will provide Wilson trained and certified providers to meet the needs of all students of the Coatesville Area School District. In addition, our supervisors will be Wilson trained and certified to ensure our providers are receiving the proper support and training. Our supervisors will be available to provide services for any unforeseen absences or leaves, thus ensuring full coverage at all times.**



The parties hereto have executed this agreement by and through their duly authorized agents or representatives.

School System:

Coatesville Area School District
3030 C G Zinn Road
Thorndale, Pennsylvania 19372

By _____

Title _____

Date _____

EBS:

Educational Based Services, Inc.
200 Skiles Blvd.
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