


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

TO: Dr. Gerald Benaquista

C: Diana Cappiello
Dr. Gretel Perez
Yolanda Koon
Bernadette Watson
Kim Conti
Connie Krupa

From: Joseph Scugling 

Re: Board Agenda Items

Date: March 12, 2024

Approve the New Jersey Coalition for Inclusive Education to provide 2 hours of professional development on Co-Teaching. Not to exceed \$1,250.00 for the 2023-2024 school year.
(Acct # 11-000-219-320-02-19/7075)

CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES

This **AGREEMENT** is made and entered into this day of , 2024, between **New Jersey Coalition for Inclusive Education**, with offices located at 229 Main Street, #1340, Little Falls, New Jersey 07424 (hereinafter referred to as “**Provider**”) and **Union Township Board of Education**, with offices at 2369 Morris Avenue, Union, NJ 07083 (hereinafter referred to as the “**Board**”), which administers contracts for the Union Township District (collectively, the “**Parties**”).

Provider is engaged in the business of providing professional development services and Board has identified a need for such services to be provided to students in the District.

The Board is a duly organized Board of Education organized pursuant to N.J.S.A. 18A:18A-1 *et seq.*

WHEREAS, it is the desire of both parties to make provision for such services, in accordance with the terms of the Agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, Provider and Board agree to the terms and conditions set forth herein:

I. RESPONSIBILITIES OF PROVIDER

A. Qualifications of Personnel.

Provider shall only provide employees who are licensed or certified as may be required by State law.

B. Service. Provider shall provide the services identified in the Scope of Services and Fee Schedule attached as Schedule A. Services shall be provided to Board's faculty.

C. Insurance.

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a “claims made basis” for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Three Million Dollars (\$3,000,000.00) per occurrence.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.

3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.
- D. Indemnification. Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.
 - E. Payment of Personnel. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
 - F. Policies and Procedures. Provider will follow the Board's policies and procedures while providing its services in the school setting.
 - G. Independent Contractor. Provider shall provide services as independent contractor. Provider is not an agent of Board.
 - H. Confidentiality. Provider agrees that all information and knowledge that it receives from the Board, or by virtue of providing services under this Agreement shall be held strictly confidential and shall not be disclosed to any person except to the Board or with the Board's prior written permission.

II. RESPONSIBILITIES OF BOARD

- A. Payment for Services. Board is responsible to compensate Provider for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. Insurance. Board shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of Board acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

III. BILLING AND COMPENSATION

- A. Board agrees to compensate Provider in accordance with the Fee Schedule attached as Schedule A.
- B. Provider shall forward to Board an itemized bill in such format as the Board will require prior to payment being made.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. This Contract is for the 2023 - 2024 academic school term. The total compensation paid shall not exceed **\$1,250.00**.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on the execution of this Agreement_ and will remain in effect through **June 30, 2024**. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten days prior written notice:
 - 1. Dissolution or bankruptcy of either Provider or Board.
 - 2. Failure of either Provider or Board to maintain the insurance coverage required hereunder.
 - 3. Breach by Provider or Board of any of the material provisions in this Agreement.

V. PUBLIC CONTRACTING REQUIREMENTS

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or

consideration of any kind, directly or indirectly, to any state or district employee, officer or official.

- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

VI. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be

construed to create a partnership, joint venture, agency or employment relationship between the parties.

- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein. **Each Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement, but to the extent any terms included in a Proposal conflict with the terms herein, this Agreement takes precedence.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

VII. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon , Business Administrator/Secretary
Union Township Board of Education
2369 Morris Avenue
Union Township, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Taylor Law Gorup, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Michele Gardner
229 Main Street, #1340
Little Falls, NJ 07424

THE PARTIES hereby agree to the terms of this Agreement:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____

SCHEDULE A – FEE SCHEDULE

(Attach Provider's Proposal)



New Jersey Coalition
for Inclusive Education

Professional Services Agreement 2023-24

Today's Date: February 23, 2024

District Name: Township of Union (Union County)
Lead Person: Kim Conti, Director of Special Services
School Address:
1231 Burnet Avenue, Union, NJ 07083
kconti@twpunionschools.org
(908) 851-4426

Billing Contacts (i.e., accounts payable contact and complete address):
Name: NAME
Position: POSITION AND DEPARTMENT
Email: EMAIL

New Jersey Coalition for Inclusive Education, Inc. (NJCIE) Contact Information

Scheduling Contact: Michele Gardner michele@njcie.org

Inclusion Facilitator Assigned*: TBD

*This agreement covers the services of NJCIE consultants; the consultants assigned are subject to change at NJCIE's sole discretion.

New Jersey Coalition for Inclusive Education, Inc.
229 Main Street, #1340
Little Falls, NJ 07424
Fax: (732) 390-7696

EIN: 22-3389917

Please Note: A Purchase Order No. is required prior to the provision of services.

Please Note: NJCIE does not provide direct services and/or therapy to students. We provide training, coaching, and other services to school/district staff and administrators.

229 Main Street, #1340
Little Falls, NJ 07424
www.njcie.org
Phone (732) 613-0400 Fax (732) 390-7696

Disruption or Cancellation of Services

Cancellation: If the Client District cancels the event 5 or fewer business days from the Event Date, the Client District agrees to pay the full amount of the services for that day and is responsible for reimbursing all non-reimbursable travel fees incurred by NJCIE at the time of the cancellation. If NJCIE cancels the event 5 or fewer business days from the Event Date, NJCIE agrees to provide the services at a later date and will also provide an additional date of service.

NJCIE/Client District may cancel without penalty at any point 6 days or more from the Event Date.

Illness: NJCIE may cancel the event due to health reasons. If such a situation occurs, the Client District and NJCIE agree that neither party requires any payment. If desired by the Client District, NJCIE agrees to reschedule the event for a new date that is convenient to both the Client District and NJCIE.

Covid-19: Should the Client District encounter disruptions due to the Covid-19 epidemic or other Acts of God that require the Client District to close or shift the provision of instruction to other modalities, NJCIE will provide services virtually, or if scheduling allows, alternate dates and times within the same fiscal year may be provided. Please see the note about virtual training duration and costs in the Proposed Training Services section of this agreement.

Weather: If weather conditions prevent the Event to be held on the Event Date or disrupt of NJCIE staff/consultant travel to the Event location, NJCIE will agree to reschedule the event for a new date that is convenient to both the Client District and NJCIE. The Client District is responsible for reimbursing all nonrefundable travel expenses incurred by NJCIE.

NJCIE will make every effort to schedule all dates of service included in this agreement and requests the Client District make every effort to schedule all dates of service included in this agreement within the fiscal year the agreement is approved by both parties. If the Client District is unable to provide all dates of service included in this agreement, Client District agrees to pay NJCIE the full amount of the contracted services.

Within the Agreement, the nature of activities may be changed as appropriate at the discretion of the NJCIE Consultant and the district. If any activity requested by the district and agreed to by NJCIE falls outside of the above amount, the district will be given the option of providing the activity via an additional Intake Agreement to cover that/those activity/activities.

Nondisclosure Agreement

NJCIE acknowledges that it may have access to certain of the Client District's Confidential Information including student Individual Education Plans (IEPs) and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Client District. NJCIE acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to NJCIE by reason of this Agreement.

Additionally, NJCIE acknowledges that it may only use the Confidential Information in connection with its business dealings with the Client District and for no other purpose without the prior written consent of the Client District. The recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Client District or produced using the Client District's Confidential Information, will be held strictly confidential and returned upon request to the Client District. The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity.

Confirmation of Agreement

Please sign, scan, and return via email to NJCIE. Please include a purchase order number and correct billing information. Original copies can be scanned and emailed to michele@njcie.org or sent to NJCIE at 229 Main Street #1340, Little Falls, NJ 07424.

Client District:

BY: _____ (signature) Date: _____

New Jersey Coalition for Inclusive Education, Inc.



BY: Fred Buglione, President & CEO _____ (signature) Date: February 23, 2024

Proposed Coaching/Consultative Services

Description of Services: NJCIE will a 2 hour virtual or in person professional development session around co-teaching for Township of Union school staff for the 2023-24 school year to support inclusive education efforts.

Scope of Work:

- Provide 2 hours of training

Please Note: A Half-day Coaching or Consultation session is any session that lasts up to 3.5 hours. A full-day Coaching or Consultation session is any session that lasts more than 3.5 up to 6 hours. A virtual session up to 90 minutes is considered a half-day session. A virtual session lasting more than 90 minutes is considered a full-day session.

Per Event Cost:

- Training 1/2 days (1) - \$1,250 each

Number of Events: 1

Total Cost Not to Exceed: \$1,250