

WHEREAS, there are students in the Union Township Public Schools who require special education services and are currently receiving their education in out-of-district placements; and

WHEREAS, the law requires special education students be educated in the least restrictive environment which is the Union Township Public Schools; and

WHEREAS, the Union Township Board of Education requires the services of a vendor to provide licensed therapeutic mental health services which will facilitate returning special education students from out-of-district placements to the Union Township Public Schools; and

WHEREAS, Effective School Solutions, LLC has proposed to provide in-district licensed therapeutic mental health services for special education students; and

WHEREAS, the said licensed therapeutic mental health services are considered a Professional Service pursuant to N.J.S.A.18A:18A-5; now therefore be it

RESOLVED, that the Union Township Board of Education approves entering into an Agreement with Effective School Solutions, LLC for the 2016-2017 school year to provide professional services in the form of licensed therapeutic mental health services, subject to approval of the Agreement by the Board Attorney.

P. 1.

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M-E-M-O-R-A-N-D-U-M

TO: Greg Tatum
C: Diane Cappiello, Julia Vicidomini
FROM: Kim Conti
RE: Board Agenda
DATE: June 20, 2016

The committee recommends and I so move that the board approve Effective School Solutions, LLC to provide therapeutic mental health services through licensed professionals to students in public school districts for the 2016-2017 school year not to exceed \$275,000, in accordance with the information in the hands of each board member.

AGREEMENT

This Agreement made this ___ day of _____, 2016 between Effective School Solutions, LLC which has offices located at 24 Deforest Ave, Suite 310, Summit, New Jersey 07901 (hereinafter referred to as "Effective School Solutions"), and the Union Township Board of Education, which has offices located at 2369 Morris Ave Union, NJ 07083 (hereinafter referred to as the "Board of Education") (sometimes hereinafter, collectively, "the parties").

WHEREAS, Effective School Solutions provides therapeutic mental health services through licensed professionals to students in public school districts; and

WHEREAS, the Board of Education is desirous of procuring such services from Effective School Solutions for students enrolled at the Middle School chosen by the Board of Education (hereinafter referred to as the "School"); and

WHEREAS, Effective School Solutions and the Board of Education are desirous of entering into a contract for the provision of therapeutic mental health services beginning in September or October 2016 (as defined below in Section 6) and continuing throughout the balance of the 2016-2017 school year; and

WHEREAS, the Board of Education has the requisite legal authority to enter into an agreement to procure mental health services from Effective School Solutions.

NOW THEREFORE, based on the foregoing recitals, and in consideration of the mutual promises and covenants of the parties set forth below, the parties agree as follows:

1. Effective School Solutions shall provide the services of two (2) full time New Jersey licensed mental health professionals who are trained and experienced in adolescent psychiatric treatment. The mental health professionals shall work under the direction and supervision of Effective School Solutions, and in conjunction with staff designated by the School. The licensed mental health professionals shall satisfy the requirements of the criminal history record check prescribed by N.J.S.A. 18A:6-7.1 et seq. before providing services to the Board of Education. These mental health professionals shall be present at all times when school is in session. However, as indicated in Section six ("6") of this Agreement, when the professional stays late on a given day to provide family services, he/she shall be entitled to take "compensation time" at some other point in the same week.

2. Effective School Solutions shall provide therapeutic mental health services for up to eighteen (18) students (hereinafter referred to as "cohort") enrolled at the School at any given time, for the period beginning with the start of clinical services as defined in Section 6 and ending with the conclusion of the school year in June 2017. The students in the cohort need not necessarily be the same students for the entire period.

3. Unless otherwise determined by Effective School Solutions based on an assessment of the needs of a particular student or students, the therapeutic mental health services shall include and be scheduled, as follows:

- (a) one (1) individual or family psychotherapy session each week for each student;
- (b) one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than eleven (11) on a consistent basis; and
- (c) one (1) multifamily group therapy session each month.

4. In the event one of the licensed mental health professionals is absent, if so requested by the Board of Education, Effective School Solutions shall exert its best efforts to assign a qualified substitute to provide the services. If a substitute cannot be obtained, Effective School Solutions shall provide the Board of Education with a credit of five hundred dollars (\$500) for each day of service missed in a school year.

5. In addition to the services listed in section three ("3") of this Agreement, Effective School Solutions shall:

- (a) if so requested by the Board of Education, direct its mental health professionals to participate four days per full school week in a school teacher-led study skills class that is solely comprised of students in the cohort;
- (b) if so requested by the Board of Education, have one (1) mental health professional assist an appropriately trained

school employee monitor one (1) daily lunch period at the School that is solely comprised of students in the cohort;

- (c) ensure that a mental health professional attend IEP meetings and Section 504 committee meetings, as needed, for students either in a cohort or being considered for enrollment in a cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement; and
- (d) provide up to four (4) hours of in-service training to certificated and non-certificated staff who have assigned responsibility to students at the School during normal school hours on regularly scheduled school days or staff development days. In addition, the district will be able to enroll five teachers for each of two all-day off-site conferences that Effective School Solutions will provide in the fall of 2016 on working with students with emotional and behavioral problems in the public school classroom.

6. Effective School Solutions shall notify the Director of Special Services in the Union Township School District when it is prepared to begin providing clinical services (defined as conducting initial assessments one week before the onset of the clinical programming as defined in Section 3), with a target date of sometime in September or October, 2016. Effective School Solutions shall use its best efforts to begin the services as close to the

beginning of the school year as possible. Effective School Solutions shall provide all the services outlined in this Agreement during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at the discretion of Effective School Solutions. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, such services will not be rescheduled.

7. The Board of Education shall provide Effective School Solutions with:

- (a) a confidential office for the mental health professionals to provide individual therapy sessions at the School;
- (b) a classroom or similar space to conduct group therapy sessions, multifamily therapy groups and study skills classes;
- (c) filing cabinet(s) with locking mechanisms to secure confidential records; and
- (d) use of telephones and computers for each assigned mental health professional with internet capabilities for each mental health professional at no cost to Effective School Solutions.
- (e) Access to the School's database tracking the grades, attendance rates and disciplinary incidents for each student enrolled in ESS.

8. All records of the services provided by Effective School Solutions shall be the property of Effective School Solutions and shall be maintained by Effective School Solutions in accordance with applicable law. Before services are rendered, the School shall provide Effective School Solutions with an executed release from every student or his/her parent/guardian which authorizes Effective School Solutions to communicate with designated personnel of the School and authorizes designated representatives of the School to have access to the records maintained by Effective School Solutions.

9. All computers furnished by the Board of Education in accordance with the terms of this Agreement shall be password protected with access limited to Effective School Solutions. The Board of Education shall ensure that there will not be any unauthorized access to the confidential information contained on any such computer.

10. It is within the sole discretion of Effective School Solutions to determine whether a student can enter or remain in the cohort once the student has been referred by the School for the services outlined in this Agreement. However, it is expressly understood that the primary reason for Effective School Solutions to either reject a student or remove a student from the cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness to appropriately participate in the services outlined in this Agreement or, in the sole opinion of Effective School Solutions staff, the student is a danger to himself/herself or others.

11. The Board of Education shall pay Effective School Solutions a pro-rated portion of two-hundred and seventy-five thousand dollars (\$275,000), the amount that would be paid to Effective School Solutions if it provided the services set forth in this Agreement for a full school year. The commencement of the pro-rated portion of the school year shall begin with the date of the first evaluation conducted as outlined in Section 6 and shall continue until the end of the school year. Payment for the portion of the first month shall be paid within 30 days of the bill being forwarded to the Board. The remainder of the amount due for the pro-rated portion of the year shall then be paid in equal and consecutive monthly installments, with the final payment made by July 15, 2017. For example, if Effective School Solutions begins conducting assessments on September 15, 2016, the Board shall pay Effective School Solutions a total of 95% of the yearly fee of \$275,000 because ESS will be providing services for nine and one-half months of the ten-month school year (each month of the school year is counted equally regardless of the specific number of school days in that month) The Board of Education shall furnish Effective School Solutions with vouchers which Effective School Solutions shall execute and timely submit for payment. Invoices for each month of service shall be submitted by Effective School Solutions to the Board upon the completion of each month of service. Unless otherwise required by law, the Board of Education shall not release the terms and conditions of this Agreement, including but not limited to the financial terms of this Agreement, to any person and/or entity.

12. This Agreement may be terminated by either party by providing the other party with thirty (30) days written notice of its decision to terminate this Agreement.

13. Effective School Solutions agrees to comply with the following:

- (a) Requirements of N.J.S.A. 10:2-1 et seq., “The Law Against Discrimination”, and the equal employment requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 6A:7-1 et seq., and N.J.A.C. 17:27-1 et seq. which are set forth at length in Exhibit “A” which is attached hereto, made a part hereof and incorporated herein by reference;
- (b) Remit a copy of its Business Registration Certificate to the Board of Education in accordance with the provisions of N.J.S.A. 52:32-44 no later than the execution of this Agreement. Effective School Solutions shall provide written notice to anyone other than employees providing the Services on behalf of Effective School Solutions of the responsibility to submit proof of Business Registration to Effective School Solutions, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services; and
- (c) Provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., and shall submit the required disclosure forms to the Board of Education upon request no

later than ten (10) days prior to the Board's approval of this Agreement.

14. Effective School Solutions shall maintain liability insurance coverage in the minimum amount of \$1,000,000.00 to cover any and all liability arising out of and/or related to the provisions of therapeutic mental health services by Effective School Solutions to the Board of Education. Effective School Solutions shall furnish the Board of Education with a copy of the certificate of insurance prior to the rendering of the services set forth in this Agreement.

15. The Board of Education agrees that it shall not hire or otherwise use as a consultant any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, pursuant to this Agreement for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Additionally, the Board of Education agrees that it shall not utilize the services of any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, as an employee and/or an independent contractor of a vendor other than Effective School Solutions, as an independent contractor or otherwise with respect to the provision of services contemplated by this Agreement, for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Since damages for

violating this Agreement are incapable of precise calculation, the parties agree that liquidated damages in an amount of two-hundred thousand dollars (\$200,000) is fair and reasonable and does not constitute a penalty. The provisions of this Section "15" of this Agreement shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

16. This Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and shall be interpreted in accordance with the laws of the State of New Jersey.

17. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

18. Neither party may transfer or assign any of its rights or obligations under this Agreement without prior written consent of the other. Any such transfer or assignment shall be null and void.

19. The provisions of this Agreement shall apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

20. Any and all notices and demands required or desired to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt by the other party, either by personal delivery or mail.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

Witness: EFFECTIVE SCHOOL SOLUTIONS, LLC

_____ By: _____

Witness: UNION TOWNSHIP BOARD OF EDUCATION

_____ By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property,

CCAUC, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**