

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

TO: Dr. Gerald Benaquista

C: Marissa McKenzie
Yolanda Koon Diana
Cappiello Bernadette
Watson

From: Kim Conti 

Re: Board Agenda Items

Date: August 8, 2024

Approve New Jersey Coalition for Inclusive Education to provide Professional Development on the following dates, subject to change based on PD schedule for district:

1. 9/4/2024 - 11:15 am to 1:00pm Co- Teaching K-5 ½ day
2. 10/14/2024- 9:15 am to 11:00 am Co-Teaching 6-12 ½ day
3. 6/3/2025- 9:15 am to 1:00 pm - Differentiation- K-12 Full day

For the 2024-25 School Year at the rate of \$1,250.00 for a ½ day and \$2,000.00 for a full day, not to exceed \$4,500.00. (Acct.# 11-000-219-320-02-19)

CONTRACT FOR CONSULTANT SERVICES

This **AGREEMENT** is made and entered into this day of _____, 20__, between New Jersey Coalition for Inclusive Education, Inc., with offices located at 229 Main Street, #1340, Little Falls, New Jersey 07424 (hereinafter referred to as “**Provider**”) and Union Township Board of Education (hereinafter referred to as the “**Board**”) , which administers contract for the Union Township District (collectively, the “**Parties**”).

WHEREAS, Provider is engaged in the business of providing professional training, coaching and other services to school district staff and administrators, and Board has identified a need for such services to be provided 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. 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.

II. 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.

III. Fees. The Provider shall be paid \$1,250 for two half-day sessions, and \$2,000.00 for one full day session, in an amount Not To Exceed \$4,500.00 for the term of the Agreement, as detailed in the Proposal attached as Exhibit A hereto.

IV. Term. This Contract may be renewed at the option of the Board for two additional one-year extensions subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

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 applicable 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, by courier with proof of delivery, 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 Rider, along with the Contract, constitutes the entire Agreement between the Provider and Board. **To the extent any terms included in the Contract conflict with the terms of the Rider, this Rider takes precedence.**
- 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 Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:
Lester E. Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Fred Buglione, President/CEO
New Jersey Coalition for Inclusive Education
229 Main Street, #1340
Little Falls, NJ 07424

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____

EXHIBIT A

See attached Proposal



New Jersey Coalition
for Inclusive Education

Professional Services Agreement 2024-25

Today's Date: July 16, 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
Joseph Seugling - jseugling@twpunionschools.org

Please complete this Google Form so that we can best meet your needs:
<https://forms.gle/1YtcVfaYDF1MJmkE9>

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

Questions: Michele Gardner at michele@njcie.org
Inclusion Facilitator Assigned*: Sara Jutcovich & Brittany Seeley
NJCIE Billing: finance@njcie.org

*This agreement covers the services of NJCIE consultants; the consultants assigned are subject to change at NJCIE's sole discretion. *Once assigned, your inclusion facilitator will reach out to you directly to schedule services.* If you have not heard from a facilitator within 2 weeks of providing a signed contract and purchase order to NJCIE, please reach out to Michele Gardner at michele@njcie.org.

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.

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

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.

Proposed Services

Description of Services: NJCIE will provide training around co-teaching and differentiated instruction for **Township of Union** staff for the 2024-25 school year to support inclusive education efforts.

Scope of Work:

- 9/4/24 - 11:15 am - 1:00 pm - Co-Teaching K-5 - ½ day
- 10/14/24 - 9:15 - 11:00 am - Co-Teaching 6-12 - ½ day
- 6/3/25 - 9:15 am - 1:00 pm - Differentiation - K-12 - 1 day

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 hours, 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. A half-day Training session is any session that lasts up to 3 hours. A full-day Training session is any session that lasts more than 3 hours, up to 6 hours.

Per Event Cost:

- Training - \$1250/half-day; \$2,000/full day

Number of Events: 2 half-days (\$2500); 1 full day (\$2,000)

Total Cost Not to Exceed: \$4,500

Important Notes on Services

Parent Contact:

While an initial parent meeting will be accommodated, if requested by the district, subsequent parent contact must be coordinated with and by the student's case manager or a member of the administrative team. Any contact that is associated with litigation, past or present, will require the additional coordination of NJCIE's leadership team.

Technology & WiFi:

For presentations, NJCIE Facilitators will require access to the district's WiFi, the ability to connect a device for projecting on a larger screen, and the ability to connect to a sound system. For audiences larger than 35, a microphone and speaker must be provided.

Parking:

It is expected that NJCIE facilitators who provide professional development, coaching and consultation are offered free or validated parking, on-site.

Lunch/Breaks:

When facilitators will be engaged with a district beyond a half-day session, they will work collaboratively with district personnel to schedule time for brief meals and bathroom breaks, as needed.

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

Client District:

_____ (signature) Date: _____
BY:

New Jersey Coalition for Inclusive Education, Inc.



_____ (signature) Date: July 16, 2024
BY: Fred Buglione, President & CEO