

- In R.R.

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

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**TO: Dr. Scott Taylor**

**C: Dr. Gretel Perez  
Gerald Benaquista  
Yolanda Koon  
Diane Cappiello  
Bernadette Watson**

**From: Kim Conti** *KC*

**Re: Board Agenda Item**

**Date: May 20, 2022**

**Approve The Arc of New Jersey to provide Plans for Adult Life Club (MAPS) which includes engaging students in learning about the world of employment, including career exploration, job search strategies, the application and interview process, pre-employment and orientation at no cost to the district for the 22-23 School Year.**



*Achieve with us.*

Kevin Sturges, President  
Thomas Baffuto, Executive Director  
985 Livingston Avenue  
North Brunswick, NJ 08902  
T 732.246.2525  
F 732.214.1834  
www.arcnj.org

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## Agreement for Services (MAPs Clubs)

Union Township Board of Education, 2369 Morris Avenue, Union, NJ 07083, agrees to host *Planning for Adult Life*, 985 Livingston Ave, North Brunswick, NJ 08902, for transitional educational classes for students within Union Township Board of Education for the (2022-2023) school year.

### **PURPOSE**

The purpose of this program is to teach skills related to seven (7) core areas (Transition Planning/Visioning, Health/Behavioral Health, Housing, Legal/Financial, Social, Self-Direction, and Post-Secondary Education /Employment) This program will utilize a comprehensive curriculum as well as using employment sites tours available in the community to assist the students enrolled within Union Township Board of Education in developing a realistic picture of career opportunities and the skills necessary to attain employment in various fields. The outcomes of participation in the program will provide students with the experience, practice, and understanding the importance of creating a plan/vision for their life after they leave school. *Planning for Adult Life* includes step by step timelines, guides and other resources to assist students in making decisions on where they want to work, where they want to live, who they want to be socially, what legal decisions will they have to make, how to manage their finances, how to have a healthy lifestyle. The students will have an opportunity to visit a real job situation that will allow them to determine their own preferences about where they would like to work. This experience also gives them an opportunity to make informed decisions about present and future vocational goals.

Through the use of video modeling, and interactive activities presented in a fun way, students will have a chance to practice necessary life skills that will prepare them to live the most independent life possible. *Planning for Adult Life* staff, in constant partnership and collaboration with the staff of Union Township Board of Education, will provide training, assistance, and counsel to the students in aforementioned core areas.

The program has six goals for the students:

1. Students will develop appropriate and effective transition plans that address their specific needs to successfully transition to adult life
  2. Students and families will be able to effectively navigate service systems and access benefits and supports in all core areas.
  3. Students and families will effectively engage with and access support and service systems
  4. Students and their families will make appropriate futures planning decisions
  5. Students will plan for post-secondary goals that include employment
  6. Students will develop skills to assist them in forming positive social relationships and networks outside of school
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**Making Action Plans for Life (MAPs) Club** - MAPs Club will actively engage students in learning about the world of employment, including career exploration, job search strategies, the application and interview process, pre-employment and orientation, employer expectations, the social side of employment, communication skills, etc. Students will meet bi-monthly in a small group setting and may engage in small group activities, peer to peer discussions, formal presentations, or individual activities. The students in MAPs Club will have the opportunity to participate in community exchange site tours. Area employers will host half-day information and insight visits for a maximum of 8-12 students at a time. Students will be given an opportunity to discuss their observations at the next MAPs club meeting.

### ***PROGRAM CONTENT***

- Activities will take place in a classroom provided by the school and in places of business within the community with the emphasis on job skills requirements. Students and families participating in this program must have a clear understanding of this. The schedule of site visits will be in agreement with school officials who, at their discretion, may change, postpone, or curtail any scheduled visit.
- *Planning for Adult Life* will develop up to 3 community employment sites to be visited by each club participating in the program. Within each quarter, students will visit each site for up to 3 hours each visit.
- *Planning for Adult Life* will prepare and forward to the School on a monthly basis a report detailing the actual hours used, as well as individual summaries the progress and/or needs of each student, significant developments or barriers, and an overview of each job site experience.
- The School will designate the students who participate each quarter. Students will rotate job sites at intervals determined to by the school and *Planning for Adult Life* staff. Each group of students will not exceed 12 students per group. A **Union Township Board of Education** staff member will always be in attendance, whether the groups are held both in-or-out of district.

### ***TRANSPORTATION***

It will be the responsibility of **Union Township Board of Education** to provide a vehicle and driver to transport the students to and from the community exchange tour sites.

### ***ADMINISTRATION***

The contact person for this agreement at **The Union Township Board of Education** is Sarah McCulloh; her telephone number is 908-851-4431. The contact person for this agreement for *Planning for Adult Life* is Caroline McLaughlin, Transition Navigator. Her telephone number is (732) 246-2525 x41. Upon request *Planning for Adult Life* staff will provide finger printing records.

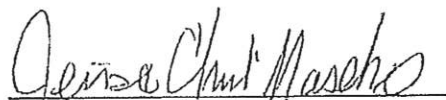
No additions or deletions to any part of this contract can be made without the consent and authorization of the Director of *Planning for Adult Life* or other authorized agent or designee on behalf of *Planning for Adult Life* and the Director of Special Services at **Union Township Board of Education** or another authorized agent or designee on behalf of **Union Township Board of Education**

This program will be offered free of charge through *Planning for Adult Life* a program conducted and developed in partnership with **The Arc of New Jersey** with funding from the **New Jersey Division of Developmental Disabilities**.

**INSURANCE:** *Planning for Adult Life* will maintain (at its sole expense) valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. *Planning for Adult Life* will provide a certificate of insurance evidencing such coverage upon request by the **Union Township Board of Education**.

**IDEMIFICATION:** Planning for Adult Life agrees to indemnify, defend and hold harmless the Union Township Board of Education, and its directors, officers and agents from and against any and all claims, actions, or liabilities which may be asserted against them in connection with the negligent performance of Planning for Adult Life, its directors, officers, employees or agents under this Agreement.

**APPLICABLE LAWS:** Both parties will comply with all applicable local, state and federal laws and regulations in the provision of services under this Agreement.

  
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**Jerisa Chiumbu-Maseko**  
Director  
*Planning for Adult Life*  
*4/4/2022*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**Board Administrator**  
**Union Township Board of Education**  
\_\_\_\_\_  
Date

## RIDER FOR PLANNING ADULT LIFE CLUB

This Rider is incorporated fully into the terms of the attached Agreement between The Arc of New Jersey and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

### **I. Licensing/Certification**

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

### **II. Criminal Background Check**

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

### **III. Sexual Abuse/Child Abuse Disclosure Release Form**

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

### **IV. 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 Two Million Dollars (\$2,000,000.00) 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.

## V. 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.

## VI. No Fees.

The services provided for the Planning for Adult Life Club will be at no cost to the Board.

## VII. 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.

## IX. 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 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 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.

## **X. 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.  
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

### **Notices to Provider shall be delivered to:**

Jerisa Chiumba-Maseko, Director  
The Arc of New Jersey  
985 Livingston Avenue  
North Brunswick, NJ 08902



**THE PARTIES hereby agree to the terms of this Rider:**

**PROVIDER**

**BOARD OF EDUCATION**

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\_\_\_\_\_

Print name/Title:

Print Name/Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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