

## **RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS**

This Rider is incorporated fully into the terms of the attached Agreement between **Educere, LLC**, with offices at 455 Pennsylvania Avenue, Suite 140, Fort Washington, PA 10034, and the Union Tp. Board of Education for the access to virtual education programs and courses. 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 "Participating Education Providers" (as defined in the attached Agreement) who are licensed or certified as may be required by New Jersey 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 services (even if virtual) 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 and independent contractors 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 occurrence and in the sum of Three Million Dollars (\$3,000,000.00) annual aggregate.
2. The Board shall be named as an additional insured on Provider's liability insurance program. Provider's liability insurance program shall include abuse and molestation.
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 notice will be provided to the Board if the coverage afforded on the policies be cancelled during the term of the contract, and like coverage shall then be procured.

## V. Costs

The Board shall not be liable for any costs for any services provided. All costs will be the sole responsibility of parents or guardians of students who have entered into written agreements for student participation.

## III. 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. Each Agreement, Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any attached document 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  
Township of Union Public Schools  
2369 Morris Avenue  
Union, NJ 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:**

James Daily  
Educere, LLC  
455 Pennsylvania Avenue, Suite 140  
Fort Washington, PA 19034  
email: jamesdaily@educere.net

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

**PROVIDER**

**BOARD OF EDUCATION**

(Signature) James Daily

(Signature) \_\_\_\_\_

Print name/Title: James Daily, President

Dated: 5/28/24

Print Name/Title:



Nicole Ahern <nahern@twpunionschools.org>

---

## Fwd: Educere - Union Twp - Rider - SIGNED

1 message

---

Nicole Ahern <nahern@twpunionschools.org>

Tue, May 28, 2024 at 2:56 PM

To: Gerald Benaquista <gbenaquista@twpunionschools.org>

Cc: Bernadette Watson <bwatson@twpunionschools.org>

Good afternoon.

Please note this is the revised copy that our attorney and Educere's counsel agreed upon and spoke today.

If you could please sign as the district representative, I can add the information as a resource to our summer school packet for parents.

Thank you.

Nicole Ahern

----- Forwarded message -----

From: **James Daily** <jamesdaily@educere.net>

Date: Tuesday, May 28, 2024

Subject: RE: Educere - Union Twp - Rider - SIGNED

To: nahern@twpunionschools.org

Hello, Nicole.

Attached is the signed Rider.

Warm Regards,

Jim

**From:** James Daily <jamesdaily@educere.net>

**Sent:** Wednesday, May 22, 2024 6:15 PM

**To:** 'nahern@twpunionschools.org' <nahern@twpunionschools.org>

**Subject:** Educere - Union Twp - Rider - Suggestions

Dear Nicole,

It was a pleasure to speak with you earlier today.

As promised, attached are the suggestions to the Agreement Rider.

We looked more closely at the language connected with Background Checks, and realized that the current language would not exclude PA background checks for non-teaching staff. Consider this, we made no suggestions in the Background Check section.

Let me know if further discussion is needed.

Warm Regards,

Jim

267-738-0617

--

Nicole Ahern  
Supervisor of Counseling, Township of Union Schools  
nahern@twpunionschools.org  
(908) 851-6814  
Pronouns: She/Her/Hers/Herself



**Union Twp - Educere - Rider - 5-28-24.pdf**

2342K