

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

To: Dr. Gerry Benaquista

C: Marissa McKenzie
Dr. Jose Rodriguez
Yolanda Koon
Bernadette Watson
Diane Cappiello

From: Kim Conti 

Re: Board Agenda

Date: 2/13/2025

Approve SOS (Success on the Spectrum) for In-School Behavior Analyst services to include:

- Consultative Services as related to Social/Emotional Behaviors
- Conduct Functional Behavior Assessments
- Write Behavior Intervention Plans
- IEP services
- Meetings/consultation with parents related to student progress

These services will be provided at the rate of \$124 per hour not to exceed \$25,000 for the 2024-2025 school year. (Acct. #11-000-216-320-01-19)

CONTRACT FOR BEHAVIORAL CONSULTATION SERVICES

This AGREEMENT is made and entered into this day of February, 2025, between **JSSRGJ, Inc., dba Success on the Spectrum Cranford**, with offices located at 33 Commerce Drive Floor 1, Cranford, NJ, 07016 (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**”).

Provider is engaged in the business of providing professional services as a behavioral consultant for children 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.

(i) Provider represents that it is an approved agency as required by the State of New Jersey for related services pursuant to N.J.A.C. 6A:14-5.1 and N.J.A.C. 6A:2-5.2. Proof of agency status may be required prior to execution of this Agreement.

(ii) Provider shall only provide employees who are licensed or certified as may be required by State law. Provider shall make available for inspection, upon request of the Board, verification of current licensure or certification, as applicable.

B. Background Check.

Provider shall provide its New Jersey Department of Education Office of Student Protection Status (NJDOE OSPS) Application Approval Employment History Report including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement. During the term of the Agreement, Provider shall report to the Board any change in the information provided, including without limitation any arrest or conviction of any employees providing direct services to students. Failure to provide the NJDOE OSPS Application Approval Employment History Report or subsequent information about employees shall be considered a breach of Agreement.

C. Sexual Abuse/Child Abuse Disclosure Release Form

Provider shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7, and hereby consents to any inquiries required by that law that may be performed by the Board.

D. Service. Provider shall provide the services identified in its Proposal attached as Schedule A. Services shall be provided to Board's students currently attending schools located within Board's district.

E. 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.

F. 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.

G. 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.

H. Policies and Procedures. Provider will follow the Board's policies and procedures while providing care in the school setting.

I. Independent Contractor. Provider shall provide services as independent contractor. Provider is not an agent of Board.

- J. Gratuities. Provider and its employees shall not accept any gratuity from the families of students for which services are being provided.
- K. 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 with such frequency as the Board may require.
- C. Service hours shall be defined as the **actual hours** provided within the school. Service hours shall not include travel time or any other periods that are not directly related to the services provided pursuant to this Agreement.
- D. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- E. This Contract is for the 2024-2025 academic school term. The total compensation paid shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

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, 2025**. 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 five 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. The Vendor shall not have made a contribution to a member of the District Board of Education that is reportable pursuant to the Election Law Enforcement Commission during the preceding one-year period of the contract, and is prohibited from making any reportable contributions through the term of the contract, in accordance with N.J.A.C. 6A:23A-6.3.
- 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
Township of Union Public Schools
855 Lehigh Avenue, 2nd Floor
Union, 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:

JSSRGJ INC DBA Success On The Spectrum Cranford
33 Commerce Drive, Floor 1
Cranford,NJ,07016

THE PARTIES hereby agree to the terms of this Agreement:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

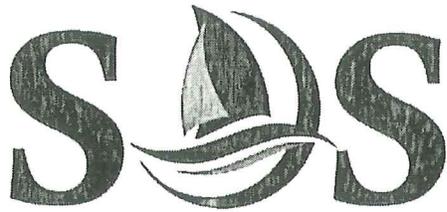
Print Name/Title:

Dated: _____

Dated: _____

SCHEDULE A – FEE SCHEDULE

(May attach Provider's Proposal)



SUCCESS ON THE SPECTRUM[®]
CONTRACT AGREEMENT

This Independent Contractor Agreement ("Agreement") made _____, 20____ by and between Township Of Union Public Schools _____ ("Employer") and ___JSSRGJ INC _____ DBA Success On The Spectrum Cranford

Independent Contractor is an independent contractor willing to provide certain skills and abilities to the Employer that the Employer has a demand and need. In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Employer and Independent Contractor agree as follows:

1. **Work Status.** The Employer hereby employs Success On The Spectrum as an Independent Contractor. Nothing in this Agreement shall indicate the Independent Contractor is a partner, agent, or employee of the Employer.
2. **Start Date.** The term of this Agreement shall commence on _____, 20____. Either party may, without cause, terminate this Agreement by giving ____ day(s) written notice to the other.
3. **Services Provided.** The Employer shall pay to the Independent Contractor to provide student services on weekdays between the hours of 8:00am and 4:00pm, including, but not limited to:

IN-SCHOOL SERVICES

Behavior Analyst

\$124/hour

- Consultative Service as related to Social/Emotional Behaviors
- Conduct Functional Behavior Assessments
- Write Behavior Intervention Plans
- IEP services
- Meetings/consultation with parents related to student progress

Paraprofessional / Behavior Technician

\$70/hour

- Implement strategies developed by the Behavior Analyst
- Assist in following IEP goals
- Manage behaviors in the classroom
- Shadowing Support the student throughout the school day
- Data Collection

IN-HOME SERVICES

- Interim Alternative Placement
- FBA
- BIPs
- Full Support Staff on site

IN-CENTER SERVICES

- After School Treatment

4. **Compensation.** Once every _____, SOS will provide an electronic invoice to The Employer for all services rendered to be paid within 15 days of receipt
5. **Insurance.** The Independent Contractor shall maintain public liability and malpractice insurance in at least the following amounts: \$1M per occurrence and \$3M aggregate. The Independent Contractor shall maintain worker's compensation insurance as required by State Law.
6. **Other Business Activity.** The Independent Contractor may engage in other business activities provided, however, that Independent Contractor shall not during the term of this Agreement solicit the Employer's employees, clients, accounts, or other related business endeavors of the Employer.
7. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws under the State of _____. IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

<p>_____</p> <p>EMPLOYER</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p><u>SUCCESS ON THE SPECTRUM</u></p> <p>INDEPENDENT CONTRACTOR</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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SUCCESS ON THE SPECTRUM[®]
SCHOOL BASED SERVICES

Success On The Spectrum serves as an independent contractor to provide school-based services for students from ages three to 18 who have a developmental delay, developmental disability, or behaviors that impact their ability to learn. Our professionals work with schools to develop and implement evidence-based instructional and behavioral approaches that foster independence and exceptional student learner outcomes.

Once a student has been referred, the behavior analyst conducts a functional behavior assessment (FBA) to assist in the understanding of the relationship between the student's behavior and the purpose of the behavior in relation to environmental factors. Various environmental settings, (e.g. home, school, community) are investigated and analyzed to assist school personnel in understanding and evaluating the student's problem behaviors within a larger context. Next, a behavior intervention plan (BIP) is designed to outline specific prevention and response strategies for the identified behavior. The behavior analyst ensures that all elements of the BIP are humane, respectful, and cause the least amount of disruption to the school structure as possible. Data is collected throughout the consultation process, and programmatic changes are made as necessary to ensure continued progress.



Social Skills

- Personal Space
- Eye Contact
- Family Relationships
- Social Referencing
- Community Participation

Language & Communication

- Requesting, Labelling
- Body Language
- Conversational Skills

Self Care Skills

- Independence
- Toilet Training, Hygiene
- Safety Skills, Self-advocacy
- Self-management

Fine Motor Skills

- Pointing
- Writing
- Facial Expressions
- Thumbs Up



SUCCESS ON THE SPECTRUM®

Academic Skills

- Spelling, Math, Science
- Reading/Writing
- Social Studies
- Computer

Play & Leisure Skills

- Sharing
- Peer Imitation
- Empathy
- Imagination

Cognitive Functioning

- Following Directions
- Generalization
- Concept Formation
- Identifying Desires & Emotions

Emotional Development

- Coping & Tolerance Skills
- Task Completion
- Compliance