

PROFESSIONAL DEVELOPMENT CONTRACT BETWEEN  
THE TOWNSHIP OF UNION BOARD OF EDUCATION  
AND RODRIGUEZ NATIVO, LLC

This document shall serve as a form of agreement (hereinafter "Agreement") between the independent contractor, RODRIGUEZ NATIVO, LLC, 114 Cornell Avenue, Rahway, New Jersey (hereinafter the "Contractor") and the Township of Union Board of Education (hereinafter the "Board"), also collectively known as the "Parties".

**NATURE OF ENGAGEMENT** – Services including sign language and as further identified in the Notice of Bidders, Bid Specifications and as assigned by the Director of Special Services (hereinafter "Board Representatives") as appropriate. The Contractor shall provide any reports and/or updates to the Board Representatives as requested.

**DURATION OF AGREEMENT** – This Agreement shall commence on July 1, 2019 and terminate on June 30, 2020. The Board of Education may cancel this Agreement upon thirty (30) days written notice to the other.

**SCHEDULING** – Training seminars will be scheduled between the Contractor and the Board Representatives as such locations as designated by the Board Representatives.

**INDEPENDENT CONTRACTOR** – The Contractor shall in all respects be considered an Independent Contractor as that term is defined in Federal and State Law and regulations. It is expressly understood that no employer-employee relationship exists between the Parties by virtue of this Agreement.

**INSURANCE** – The Contractor shall provide to the Board proof of insurance in the following form and minimum limits:

Professional Liability	\$1,000,000
Workers' Compensation	\$ 500,000
General Liability	\$1,000,000

All insurance policies shall name the Township of Union Board of Education as additional insured and proof of said policy shall be provided on the standard ACORD form.

**INDEMNIFICATION** – To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Board for any and all claims which may arise as a result of this engagement and the services provided hereunder.

**BILLING** – a flat rate of \$175 for two hours and thereafter \$70 per hour (day rate) and \$75 per hour (after 5 p.m.). Any charges after the flat rate will be billed in thirty (30) minute increments. Invoices shall be provided to the appropriate Board Representatives for approval by the Board.

CANCELLATION – forty-eight (48) hour cancellation policy; otherwise flat rate will be invoiced to the Board.

JURISDICTION/FORUM – The Parties agree that any disputes which may arise from the implementation of this Agreement shall be referred to Binding Arbitration and not to the courts.

REQUIRED STATE FORMS – The Contractor shall provide and attach hereto the following documents:

1. Affirmative Action Approval Form (Certificate of Employee Information Report);
2. New Jersey Business Registration Certificate;
3. W-9
4. Insurance Certificate

REQUISITE AUTHORITY – The undersigned representatives of the Parties have the requisite authority from their respective entities to sign this Agreement and legally bind said respective parties.

TOWNSHIP OF UNION  
BOARD OF EDUCATION

RODRIGUEZ NATIVO, LLC

By: \_\_\_\_\_  
Nancy Minneci, Board President

By: \_\_\_\_\_  
Monica Rodriguez-Nativo

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

BOE Approval: September 17, 2019