

AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of December, 2014, by and between the FRANKLIN LAKES BOARD OF EDUCATION, which has offices located at 490 Pulis Avenue in the Township of Franklin Lakes, County of Bergen and State of New Jersey (hereinafter referred to as the "BOARD") and Vincent Varrassi whose office is located at 312 Warren Avenue in the Borough of Ho-Ho-Kus and State of New Jersey (hereinafter referred to as *Vincent Varrassi*).

**WITNESSETH:**

WHEREAS, the BOARD desires to retain the services of **VINCENT VARRASSI** to provide in-service training in our School District in the area of collaborative education at the middle school level.

WHEREAS, based upon his experience, **VINCENT VARRASSI** is prepared to and desires to furnish in-service workshop to the BOARD for the benefit of general/special education teachers; and

WHEREAS, the parties are desirous of memorializing the terms of their agreement.

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties agree to be bound by the following terms and conditions:

1. RESPONSIBILITIES OF THE BOARD

- a. The BOARD will provide the necessary space required for implementation of in-service workshops within district.

2. RESPONSIBILITIES OF VINCENT VARRASSI

- a. Each Workshop provider rendering services pursuant to this Agreement shall possess a valid license and Certificate in Educational Services pursuant to N.J.S.A. 18A:26-2 and N.J.A.C. 6:11-11.1 et seq., and **VINCENT VARRASSI** shall provide the BOARD with a copy of a resume to attest to Mr. Varrassi's ability to fulfill requests for in-service programs.
- b. The specific special educational services which **VINCENT VARRASSI** will deliver, as directed by the BOARD's Director of Special Services or his/her designee, include:
  - 1. Two full day workshops in the area of collaborative education. The cost of which will be shared with the Wyckoff Board of Education.
  - 2. The shared cost will be \$1,500.00 per district for in-service on January 29<sup>th</sup> and February 24<sup>th</sup>, 2015.
  - 3. Provide the District with the handouts and material to be copied.

3. TERMS OF AGREEMENT

It is understood by and between both parties that:

- a. The BOARD shall pay VINCENT VARRASSI a fee at the following salary: \$1,500.00. Services are to be provided as required by the BOARD's Director of Special Services when school is in session on January 29<sup>th</sup>, 2014 and February 24<sup>th</sup>, 2015.
- b. The BOARD agrees to pay VINCENT VARRASSI for in-service workshops rendered no later than forty-five (45) days following the date of the BOARD's receipt of VINCENT VARRASSI's invoice.

4. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies of the parties set forth herein are cumulative, and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.
- b. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity


of any other clause or provision which shall continue in full force and effect.

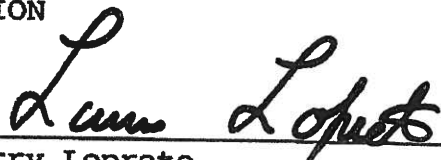
- c. This Agreement may be terminated upon at least thirty (30) days written notice by either party. All written notices affecting termination must be delivered by certified or registered mail to the parties' addresses referenced above. The date of deposit of any notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed the date of delivery thereof. However, failure to comply with the terms and conditions of this Agreement constitutes cause for immediate termination.
- d. This Agreement represents the entire agreement between the parties. No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the parties unless reduced to writing and signed by both parties.
- e. This Agreement is subject to any and all federal, state and local statutes and laws, municipal ordinances and all regulations promulgated by any agency of the federal and state government.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

WITNESS:

FRANKLIN LAKES BOARD OF  
EDUCATION

BY:   
MICHAEL SOLOKAS  
Board Secretary/Business

BY:   
Larry Loprete  
Board President

DATED:

DATED:

WITNESS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
VINCENT VARRASSI  
In-Service Provider

DATED:

DATED:

**EXHIBIT A**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services and General Service Contracts**

**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.
2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
6. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
8. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
9. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - a. Letter of Federal Affirmative Action Plan Approval

- b. Certificate of Employee Information Report
  - c. Employee Information Report Form AA302
10. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.