

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 Aubrey Byrne whose principal residence is located at 77 Grove Street, Apartment number 18 in the Township of Montclair and State of New Jersey (hereinafter referred to as **Aubrey Byrne**).

**WITNESSETH:**

WHEREAS, the BOARD desires to retain the services of **AUBREY BYRNE** to provide home programming services to our students in the CAPs Program in our School District who require said services;

WHEREAS, based upon its experience, **AUBREY BYRNE** is prepared to and desires to furnish home programming services to the BOARD for the benefit of its students; 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. Upon the BOARD's receipt of written consent from the student's parent(s) or the adult pupil, the BOARD shall make available to **AUBREY BYRNE** all records and information relevant to the student(s) for purposes of rendering home programming services.
- b. The BOARD will provide the necessary space required for implementation of home programming services when services are to be provided in-district. Otherwise, when services are to be provided out of district the applicable out of district school shall provide the necessary space.

2. RESPONSIBILITIES OF AUBREY BYRNE

- a. Each Home Programmer 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 **AUBREY BYRNE** shall provide the BOARD with a copy of the said licenses and certificates.

- b. **AUBREY BYRNE** will work cooperatively with the child study teams and the BOARD'S administrative staff and teachers, and **AUBREY BYRNE** shall perform all services as directed by the BOARD's Director of Special Services or his/her designee.
- c. **AUBREY BYRNE** will maintain service records and reports in accordance with all current federal, state and local laws and regulations and all of the BOARD's Policies and Regulations in force during the period of this Agreement.
- d. The specific special educational services which **AUBREY BYRNE** will deliver, as directed by the BOARD's Director of Special Services or his/her designee, include, but are not limited to the following:
  - 1. Provide home programming services for students requiring intervention as described in the Individualized Education Program.
  - 2. Prepare written goals and objectives for the Individualized Education Program which shall be stated in measurable, evaluative terms;
  - 3. Prepare summary statements to be used as part of the current educational status for the annual reviews of the Individualized Education Program;

4. Prepare and complete semi-annual progress reports;
  5. Consult with the classroom teachers and child study team members concerning assimilation of therapeutic strategies into the classroom educational program of the student(s);
  6. Prepare periodic re-evaluation of the student's performance, need for special rehabilitation equipment and progress as required; and
  7. Participate in parent conferences as a child study team member when requested.
- e. **AUBREY BYRNE** will provide liability coverage in the minimum amounts of \$1,000,000.00 per person and \$1,000,000.00 per accident, whereby the insurance shall name the BOARD as an additional insured and cover any and all liability arising out of and/or related to **AUBREY BYRNE'** rendering of home programming services to the BOARD's students. **AUBREY BYRNE** shall furnish the BOARD with a copy of the certificate of insurance prior to the rendering of the services set forth herein.
- f. **AUBREY BYRNE** shall also procure additional insurance coverage in the minimum amounts of \$1,000,000.00, whereby the insurance shall name the BOARD as an

additional insured, and the insurance shall provide coverage for the following:

1. Workers Compensation Insurance for **AUBREY BYRNE** agents, servants and employees;
  2. Legal Liability/Professional Liability Insurance for all of **AUBREY BYRNE** agents, servants and employees who are acting in a special educator or supervisory capacity; and
  3. **AUBREY BYRNE** shall also furnish the BOARD with a copy of the certificate of insurance evidencing the existence of this coverage prior to the rendering of the services set forth herein.
- g. **AUBREY BYRNE** shall indemnify and hold the BOARD, its agents, servants, officers and employees harmless from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorneys' fees, arising out of, resulting from and/or related to the home programming services which **AUBREY BYRNE** renders pursuant to this Agreement, whereby the claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of **AUBREY BYRNE**, its agents, servants and/or employees.

- h. **AUBREY BYRNE** who provides home programming services in accordance with this Agreement shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the BOARD with verification of same. **AUBREY BYRNE** shall bear the cost for the criminal history record check.
- i. **AUBREY BYRNE**, its agents, servants and/or employees are independent contractors and are not agents, servants or employees of the BOARD for any purpose whatsoever.

3. TERMS OF AGREEMENT

It is understood by and between both parties that:

- a. The BOARD shall pay **AUBREY BYRNE** a fee at the following salary: \$12,000.00. Services are to be provided as required by the BOARD's Director of Special Services when school is in session from July 1, 2015 to June 30<sup>th</sup>, 2016.
- b. The BOARD agrees to pay **AUBREY BYRNE** for home programming services rendered no later than forty-five (45) days following the date of the BOARD's receipt of **AUBREY BYRNE's** invoice. **AUBREY BYRNE** will submit an invoice monthly.
- c. Prior to **AUBREY BYRNE** or any of its agents, servants and employees rendering any services pursuant to this

Agreement, each and every special educator shall have an initial physical examination conducted by a physician.

- d. During performance of this contract, AUBREY BYRNE agrees to comply with P.L. 1975, c.127, dated June 23, 1975, "Affirmative Action" and in accordance with provisions described in Exhibit "A" attached hereto. The parties to this contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4 et seq. and N.J.A.C. 17:27-3.6, as amended and supplemented from time to time and the Bidder agrees to comply fully with the terms, provisions and obligations of said Regulations. The parties to this contract further agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-1.1 et seq. of the 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 Bidder agrees to comply fully with the terms, provisions and obligations of said Regulations.

#### 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: \_\_\_\_\_  
**SHIRLEY O'REILLY**  
**Board President**

DATED:

DATED:

WITNESS:

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

BY: \_\_\_\_\_  
**AUBREY BYRNE**  
**Home Programmer**

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.