

**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT** made this 27<sup>th</sup> day of December, 2021 by and between **THE FRANKLIN LAKES BOARD OF EDUCATION**, a public entity of the State of New Jersey (“Board”), having an office at 490 Pulis Ave Franklin Lakes and:

**Ilana Picker** (“Professional”),

and

**Rosenbaum Yeshiva NJ**

**666 Kinderkamack Rd River Edge NJ**

**WITNESSETH**

**WHEREAS**, Professional provides professional services as defined in N.J.S.A. 18A:18A-5(a)(1); and

**WHEREAS**, Professional has submitted a proposal, dated December 27, 2021 to provide the following services:

**Orton Gillingham Tutoring.**

**WHEREAS**, the Board adopted to award this Contract to the Professional and to authorize the Board President and Board Secretary to execute this Agreement on behalf of the Franklin Lakes Board of Education.

**NOW, THEREFORE**, in consideration of the foregoing premises, and agreements hereinafter contained, the Parties agree as follows:

1. The Professional will use its best efforts to provide the services as described in its proposal to perform the services of **Orton Gillingham Tutoring**, for the District.

Additionally, Professional shall perform such other duties ordinarily and customarily

performed by a Professional provided the aforementioned services. Lastly, 'Professional' shall perform all duties reasonably assigned by the Board and/or Administration. The District shall cooperate with the Professional and provide any information available to it, which will assist the Professional in the performance of the Professional's scope of work for the District;

2. The total estimated amount of this Contract shall not exceed \$3858 at \$130 per 45 minute session once a week

3. This Contract shall commence on or about December 27 2021 and end on or about June 24, 2022.

4. The Professional shall perform the scope of services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. The Professional shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success of Professional's work.

5. Professional agrees to carry adequate policy or policies of insurance as will indemnify it and the District and Board from any liability imposed by law as a result of any act, error or omission of the Professional, its agents, servants, or employees from the time of the commencement of the work hereunder. The amount of said insurance shall be determined in the sole discretion of the District. Such policy or policies of insurance shall be provided to the properly authorized agent, servant, or employee of the Board. The Board and District shall be named as additional insureds on such policies.

6. The Professional will furnish sufficient and adequate equipment and personnel to satisfactorily maintain its schedule of services. If, at any time, in the opinion of the Board, satisfactory services are not being maintained and provided, such changes shall be made in the schedule of the services and personnel as the Board may approve or direct; but such action by the Board, or failure to act, shall not relieve the Professional of any responsibility under this Agreement.

7. The Professional shall pay all Federal, State, and Local taxes, of whatever character and description, except as otherwise provided for, incident to the performance of this Agreement.

8. The Professional, at all times, shall observe and comply with all Federal and State law, local bylaws, ordinances, and regulations that in any manner affect the conduct of the work, and shall indemnify and hold harmless to the Board and all its Officers and Agents against claim or liability arising from or based on, the violation of such.

9. The Professional assumes full responsibility for materials and equipment employed in the accomplishment of the Agreement, and agrees to make no claims against the Board for damages to such materials and equipment from any cause whatsoever.

10. The Professional agrees that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the Professional for labor, materials, personnel and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Professional in connection with Professional's responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any

governmental agency or otherwise.

11. The Professional agrees to comply with the Affirmative Action Requirements set forth in Exhibit "A" attached to this Contract and incorporated herein, and shall supply the Board with the appropriate evidence of affirmative action compliance.

12. The Professional shall keep the work under its control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Board. The Professional shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent of the Board. Consent by the Board of an assignment of this Agreement shall not, in any way, release the Professional from covenants, conditions, and terms of this Agreement and the duties imposed hereunder.

13. The Professional shall indemnify and hold harmless the Board and all representatives thereof from and against any and all claims, damages, losses, and expenses to the extent caused by the Professional's negligent acts, errors, intentional acts or omissions in the performance of his professional services under this agreement.

14. The Professional shall be found in default of this Contract if there is a violation of or failure to comply with any provisions of the proposal.

15. Billing shall be made by voucher only with itemized invoice attached. Vouchers shall be submitted periodically as work is performed on not less than a monthly basis. Payment by the District shall be made within thirty (30) days of the presentation of the Voucher.

16. The Board may cancel this contract without cause upon 30 days' notice to the

Professional. In the event that the Contract is terminated, the District shall be responsible for the payment for all work performed by the Consultant to the point of termination.

17. The Parties to this Agreement have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision hereof.

18. This Contract shall be governed by the laws of the State of New Jersey, excluding its choice of law or conflict of law principles. It is the intent of the Parties that the substantive law of the State of New Jersey govern this Agreement. Professional consents to the sole and exclusive jurisdiction of and venue in the State and Federal courts located in the State of New Jersey and Bergen County respectively, in connection with all actions or proceedings that relate, directly or indirectly, to this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

ATTEST:

Affix Corporate Seal if Corporation:

**PROFESSIONAL**

\_\_\_\_\_  
Secretary/Witness

By: \_\_\_\_\_  
Principal

ATTEST:

**FRANKLIN LAKES BOARD OF EDUCATION**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Board President

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The Professional, 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Professional 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, gender identity or expression, disability, nationality 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 Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Professional, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, 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, gender identity or expression, disability, nationality or sex.

The Professional, 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 Professional's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Professional, 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.

The Professional 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.

The Professional 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Professional 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.

In conforming with the applicable employment goals, the Professional 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Professional 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The Professional shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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Professional

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Date