

This agreement is between **Readington Township Board of Education (School District or Board)**, which has its offices located at 52 Readington Road, Whitehouse Station, New Jersey 08889 and The Uncommon Thread and/or representative (**Consultant**), which has its offices located at 1071 Valley Road, Sterling, New Jersey 07980, commencing on the _____ day of _____, 2015 (effective date).

Whereas, The Uncommon Thread agrees to provide consultative services in the following areas: Board Certified Behavior Analysis Services (Consulting Services), ABA consultation, Teacher/Parent training and Functional Behavioral Assessments.

1. Readington Township Board of Education agrees to compensate The Uncommon Thread as follows:
Total hours for services will be determined on an as needed basis and shall be based on the services actually provided to the School District. Additional services and/or hours can be mutually agreed upon request (see below rate schedule).
 - a. \$50 per hour for an ABA Consultant/Teacher
 - b. \$75 per hour for behaviorist
 - c. \$90 per hour for parent training
 - d. \$100 per hour for BCBA
 - e. Functional Behavior Analysis (FBA) - \$1,600 per event in district
2. **Readington Township Board of Education** will provide Consultant access to children, people and documents to fully understand their current environment.
3. **School District and Consultant** will regard all information and documentation obtained during the course of this engagement as privileged and confidential.
4. **Responsibilities of the Board.**
 - a. Upon the Board's receipt of written consent from the student's parent(s) or the adult pupil, if necessary, the Board shall make available to the consultant all records and information relevant to the student(s) for purposes of rendering consulting services.
 - b. The Board will provide the necessary space, equipment and supplies required for implementation of consulting services as set forth in this Agreement.
5. **Responsibilities of the Consultant.**
 - a. Each consultant rendering services pursuant to this Agreement shall possess all necessary licenses and/or teaching certificates as may be required by the New Jersey State Law and the Consultant shall provide the Board with a copy of said licenses and certificates. All behaviorists shall possess certification from the Behavior Analyst Certification Board.
 - b. The Consultant will work cooperatively with the Board's child study team, administrative staff and teachers and the Consultant shall perform all services as directed by the Board's Director of Special Services or his/her designee.
 - c. The Consultant 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 services which the Consultant will deliver, as directed by the Board's Director of Special Services or his/her designee, include, but are not limited to the following:
 - i. Providing ABA instruction for the student in question as described in his/her Individualized Education Program.
 - ii. Upon request, preparing written goals and objectives for the Individualized Education Program which shall be stated in measurable, evaluative terms;
 - iii. Preparing summary statements to be used as part of the current educational status for the annual reviews of the Individualized Education Program;
 - iv. Preparing and completing semi-annual progress reports;
 - v. If necessary, consulting with the classroom teachers and child study team members concerning assimilation of ABA strategies into any education program;
 - vi. Preparing periodic re-evaluation of the student's performance, need for special rehabilitation equipment and/or

progress as required;

- vii. Participating in parent conferences as a child study team member when requested; and
- viii. Providing program coordination and other necessary services by a Board Certified Behavior Analysis.
- e. The Consultant, its agents, and servants are independent contractors and are not agents, servants or employees of the Board.

6. **Terms of the Agreement**

- a. The terms of this Agreement shall be from the effective date through June 30, 2015, unless terminated sooner in accordance with Paragraph 16.c below.
- b. The Board agrees to pay the Consultant for the services rendered as described in Paragraph 1 of this Agreement no later than forty-five (45) days following the date of the Board's receipt of the Consultant's invoice. The Consultant will submit an invoice on a monthly basis.
- c. Prior to the Consultant or any of its agents, servants and employees rendering any services pursuant to this Agreement, each and every therapist shall have:
 - i. An annual re-assessment of the Consultant's health status which is to be completed by each individual therapist;
 - ii. Proof of rubella immunization or a protective rubella titre for all therapists; and
 - iii. A negative PPD, mantoux or chest x-ray.

7. **Indemnification.**

- a. The School District agrees to indemnify and hold the Consultant, its members and employees harmless from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which the Consultant, its agents, servants and employees render pursuant to this Agreement, whereby the claims, liability, damages and/or expenses are caused by any willful misconduct, gross negligent or intentional act of the School District its agents, servants and/or employees.
- b. The Consultant agrees to indemnify and hold the School District, its members and employees harmless from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which the Consultant, its agents, servants and employees render pursuant to this Agreement, whereby the claims, liability, damages and/or expenses are caused by any willful misconduct, gross negligent or intentional act of the Consultant its agents, servants and/or employees.

8. **Non-Solicitation.** The School District agrees that during the term of this agreement and for 1 year following separation, the School District will not directly or indirectly, by or for himself, or as the agent of another.

- a. In any way solicit or induce or attempt to solicit or induce any clients, employee, officer, representative, or consultant or other agent of the Employer (whether such person is presently employed by the Employer or may hereinafter be so employed), to leave the employment or otherwise interfere with the employment relationship between any such person and the Employer;
- b. In any way disparage the Consultant, its operations, business, Board, officers, management or employees in consideration of the Consultant agreeing not to disparage the School District.

9. **Assignments.** Consultant has the right to assign this agreement to any other entity and can change personnel upon mutual agreement by both parties.

10. **Governing Law.** This Agreement is made under, and shall be governed and construed according to, the laws of the State of New Jersey, exclusive of its conflict of laws principles.

11. **Jurisdiction.** Each party hereby expressly agrees to New Jersey as the sole and exclusive jurisdiction in connection with any action brought to enforce or otherwise relating to this Agreement.

12. **Criminal History Background Check.** The Consultant, its agents, servants and/or employees 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. The Consultant shall bear the cost of the criminal history record check.

13. **Insurance.** The Consultant shall provide general liability coverage in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, whereby the insurance shall name the School District as an additional insured and cover any and all liability arising out of and/or related to the Consultant's rendering services to the School District's students. The Consultant shall furnish the School District with a copy of the certificate of insurance prior to the rendering of the services set forth herein. The Consultant shall also maintain, in addition to the coverage noted above, workers' compensation insurance for the Consultant's agents, servants and employees in an amount equal or greater than the statutory minimum and shall further ensure that all of its employees/subcontractors maintain Legal Liability/Professional Liability Insurance in the amount of \$1,000,000 for the services they will be providing in accordance with this Agreement.
14. **Affirmative Action.** During performance of this Agreement, the Consultant 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 Agreement agree to incorporate into this Agreement 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 Consultant agrees to comply fully with the terms, provisions and obligations of said Regulations. The parties to this Agreement further agree to incorporate into this Agreement 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.A.C. 10:5-3.1 et seq. as amended
15. **Harassment, Intimidation and Bullying.** As an independent contractor, the Consultant, its agents, servants and/or employees are required to comply with the provisions of the Board's anti-bullying policy pertaining to contracted service providers, pursuant to New Jersey statute. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing, within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedures as set forth in the anti-bullying policy. The School District shall provide to all contracted service providers and their employees a copy of the anti-bullying policy and information regarding the policy.
16. **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 servable. 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 shall commence on the effective date and may be terminated upon at least fourteen (14) 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 day of delivery thereof. However, failure to comply with the terms and conditions of this Agreement constitutes cause for immediate termination. In the event of cancellation or termination by the School District, the School District agrees to compensate Consultant for all work completed prior to the expiration or termination date.
 - d. This Agreement represents the entire agreement between the parties and supersedes all previous written or oral negotiations, commitments and writings. 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.

Accepted:

The Uncommon Thread

By: _____
Print Name: _____
Date: _____

Readington Township Board of Education

By: _____
Print Name: _____
Date: _____

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 SERVICES AND GENERAL SERVICE CONTRACTS

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

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 forth provisions of this nondiscrimination clause.

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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 contractor or subcontractor agrees to revise any of its testing procedures, or 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 targeted 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, race, 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 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 :

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302
(electronically provided by the Division and distributed
to the public agency through the Division's website at:
www.state.nj.us/treasury/contract compliance)

The contractor and its subcontractors shall furnish
such reports or other documents to the Division of
Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU,
EEO Monitoring Program for conducting a compliance
investigation pursuant to Subchapter 10 of the
Administrative Code at N.J.A.C. 17:27.

**The failure to submit such appropriate evidence will
result in rescission of the contract.**

**AFFIRMATIVE ACTION QUESTIONNAIRE AND CERTIFICATION
FOR COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS**

- i) DO YOU HAVE FEDERAL APPROVAL? Yes _____ No _____

This means a letter from a Federal Agency stating the company name and address as having submitted their Affirmative Action Plan and their plans being approved.

If yes, please submit a Photostat copy.

- ii) DO YOU HAVE A STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL? Yes _____ No _____

If yes, please submit a Photostat copy of this certificate.

- iii) IF YOU DO NOT HAVE EITHER OF THE ABOVE, PLEASE SUBMIT A COPY OF AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). This form can be electronically provided by the Division and distributed to the public agency through the Division's website: www.state.nj.us/treasury/contract_compliance I certify that our Company has never before applied for a Certificate of Employee Information Report in accordance with the rules promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and I agree to submit immediately a copy of the Employee Information Report (AA-302) to the Division of Purchase & Property, CCAU, EEO Monitoring Program, Department of Treasury, P.O. Box 209, Trenton, NJ 08625.

_____ being dully sworn, according to law, deposes and says that he is a duly authorized representative of the Contractor, _____. I hereby certify affirmative action in public contracting requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and that the Contractor is in compliance with the requirements therein. I hereby agree that the Contractor shall make good faith efforts to provide equal employment opportunity for minorities and women. I am aware that failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower the firm's aggregate rating or such other action as provided by law. I certify that the above information is correct to the best of my knowledge.

SIGNATURE _____
DATE _____

NAME _____
TITLE _____