

AGREEMENT

THIS AGREEMENT made this 22nd day of June, 2024 by and between the Spring Lake Board of Education, whose business address is 411 Tuttle Avenue, Spring Lake, New Jersey 07762 (hereinafter referred to as "Board") and SJS Educational Consulting Services, Inc., (hereinafter referred to as a "Consultant"), whose business address is 2 Smith Street, Farmingdale, New Jersey 07727

WITNESSETH:

WHEREAS, Board desires to retain Consultant to provide Supervisor of Special Education services ("services"); and

WHEREAS, based upon the education, experience, training, and the Standard Certificate-Supervisor issued by the New Jersey Department of Education to Susan J. Spill who will be providing services on behalf of the Consultant, the Consultant is prepared to and represents it can provide the services; and

WHEREAS, the parties wish to memorialize the terms of their agreement in writing; and

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:

I. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall provide all services/responsibilities associated with the roll of Learning Disabilities Teaching Consultant (LDTTC).

B. The Consultant represents that all services shall be provided by Susan J. Spill.

C. From the effective date of the Agreement through the remainder of the 2024-2025 school year, Consultant will provide services not to exceed an average of 14 hours per week. The hours set forth represent one full work-day and any extra hours as required and authorized.

C. The Consultant shall comply with all of the Board's Policies and Regulations in force during the period of this agreement and all State laws and regulations.

E. The Consultant, at its sole cost and expense, shall be responsible for the furnishing of the following certificates of insurance:

- (1) Workers' Compensation Insurance (if applicable)
- (2) General Liability Insurance
- (3) Professional Liability Insurance

All certificates shall include the Board as an additional insured for liability and cover any and all liability arising out of and/or related to the Consultant's rendering of services. The Consultant shall

furnish the Board with a copy of the certificates of insurance prior to the rendering of the services set forth herein. Such insurance shall be maintained with insurance companies qualified to do business in the State of New Jersey and shall provide coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for General Liability and \$1,000,000/\$3,000,000 for Professional Liability. All insurance must be current, and it is the Consultant's responsibility to provide the Board with accurate and up-to-date insurance documentation. All insurance policies required herein shall provide for at least thirty (30) days' written notice to the Board of cancellation or diminution in coverage of any insurance policy.

F. The Consultant shall indemnify and hold the Board, its members 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 services that the Consultant renders pursuant to this agreement, whereby the claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of the Consultant, its agents, servants and/or employees.

G. The Board shall 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 attorneys' fees, arising out of, resulting from and/or related to claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of the Board, its agents, servants and/or employees.

H. The Consultant 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 prior to providing services. The Consultant shall bear the cost for the criminal history record check.

I. The Consultant is an independent contractor and are not an agent, servant or employee of the Board for any purpose whatsoever. Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a partner relationship. The Consultant shall be responsible for paying all applicable federal and state taxes, shall not receive any benefits from the Board, and shall receive a Form 1099-MISC from the Board. The Consultant understands and agrees that: (i) the Board will not withhold on behalf of the Consultant pursuant to this agreement any sums for payment of income tax, unemployment and disability insurance, social security or any withholding; (ii) all such payments, withholdings and taxes are the sole responsibility of the Consultant; and (iii) Consultant will indemnify and hold the Board harmless from and against any and all loss or liability arising with respect to such payments, withholdings, taxes, including, but not limited to reasonable attorney's fees.

J. The Consultant shall provide the Board with a copy of its Business Registration Certificate in accordance with N.J.S.A. 54A:7-1.2 prior to providing services.

III. TERMS OF AGREEMENT

A. It is understood by and between the parties that:

1. The Board shall pay the Consultant \$83.00 per hour for all hours that services are provided.
2. The Consultant shall provide the Board with a weekly summary of hours worked and the services provided for the week.
3. Services are only to be provided upon approval of the Consultant Agreement by the Board for the period beginning on the day after the agreement is approved by the Board and through the end of the 2024-2025 school year.
4. The Board agrees to pay the Consultant for services rendered no later than thirty (30) days following the date of the Board's receipt of the Consultant's invoice. The Consultant will submit monthly invoices with an original signature and an official Board voucher. If the Consultant fails to accurately and fully complete invoices, they will be returned for correction and payment the following month.
5. During performance of this contract, the Consultant agrees to comply with P.L. 1975, c.127, dated June 23, 1975, "Affirmative Action." 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.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Consultant agrees to comply fully with the terms, provisions and obligations of said Regulations.
6. The Consultant shall comply with all applicable provisions of the Anti-Bullying Bill of Rights Act, N.J.S.A. 18A:37-13.1 et seq., and the anti-bullying policy of the Board. The Consultant and its employees shall verbally report any act of harassment, intimidation or bullying of a student of the District 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 procedure as set forth in the anti-bullying policy. The Board shall provide to all contracted service providers and their employees a copy of the anti-bullying policy and information regarding the policy.
7. If applicable, Consultant agrees to comply with P.L. 2018, Chapter 5, also known as "Pass the Trash" law.

IV. 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. All services furnished by the Consultant shall be in accordance with all local, State, and federal statutes, rules, regulations, orders and court decisions. This agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Monmouth, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction and venue in any action or proceeding commenced by the other in such court.

F. Consultant hereby covenants and agrees that all written material or other property, tangible or intangible, arising out of or resulting from the performance of this agreement, whether developed by Consultant or the Board, shall remain the property of the Board.

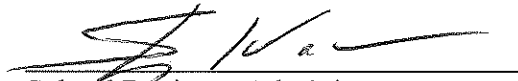
G. Consultant acknowledges that during the course of Consultant's services to the Board, Consultant will receive confidential information concerning the Board, including, but not limited to, school and student records. Consultant agrees that Consultant will not, at any time directly or indirectly, divulge or communicate to any person, firm, or family such confidential information. It is agreed that any breach of this agreement by Consultant shall entitle the Board, in addition to any other remedies it may have, to sue in any court of competent jurisdiction to enjoin prohibited disclosures.

H. Consultant may not assign this agreement to any other individual or entity without the express written consent of the Board.

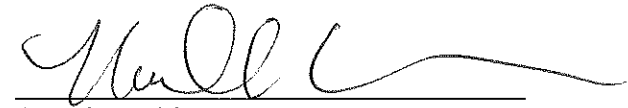
I. This agreement may be signed by one or more counterparts, each of which shall be deemed an original.

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

SPRING LAKE BOARD OF EDUCATION:



School Business Administrator
Date: 6/22/24



Board President
Date: 6/21/24

CONSULTANT:



Signature

Susan Spill

Print Name

Date: 6/21/24