

**AGREEMENT
BETWEEN THE FRANKLIN LAKES BOARD OF EDUCATION
AND
WILLIAM JACKSON
FOR
THE PROVISION OF CONSULTANT SERVICES**

This Agreement is made on this 20th day of January, 2016, between the Franklin Lakes Board of Education, organized and existing pursuant to Title 18A of the New Jersey Revised Statutes, with its principal offices located at 490 Pulis Avenue, Franklin Lakes, NJ 07417 (hereinafter referred to as the "Board") and William Jackson, with his principal office located at 129 Washington Avenue, Hawthorne, NJ 07506, (hereinafter referred to as the "Consultant"), and

RECITALS

WHEREAS, the Board is a duly formed and authorized school district organized and existing under the laws of the State of New Jersey providing educational services to pupils residing within the Franklin Lakes School District; and

WHEREAS, in furtherance of its educational mission, the Board seeks to retain an appropriately certified professional as a Consultant and the Consultant agrees to provide his/her best professional services on an as-needed basis, as directly assigned or approved by the Board or its designee. No other person shall perform the services other than the Consultant.

These services shall include all professional development as required by the Board; and

WHEREAS, the parties are each desirous of entering into an Agreement whereby the Consultant shall provide such professional development services to the Board and hereby represents that he or she is a fully qualified and certified professional with knowledge of the laws and regulations pertaining to professional development; and

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Incorporation of Recitals:

The above recitals are made a part of hereof and incorporated by reference herein.

2. Term:

The term of this Agreement shall be for a period of six (6) months to commence on or about January 20, 2016 and to continue through June 30, 2016.

3. Termination

If either party breaches a material provision the Agreement or of any other agreement between the parties (hereinafter referred to as the "Cause"), the nonbreaching party shall have the right to terminate this agreement upon giving the other party written notice of such Cause. In the event of such

termination, the Consultant shall remain entitled to receive payment for all services rendered and/or performed in connection with this Agreement through the effective date of termination. The rights of termination referred to herein are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

4. Qualification:

4.1 The Consultant shall be fully familiar with relevant instructional techniques, curriculum and accommodations, use of assistive technology, and all other aspects of professional development as set forth in Section 4 herein.

4.2 The Consultant shall possess current and valid certification by the Department of Education and any other relevant State agency or department required to perform the professional development services as set forth in section 4 herein. The Consultant is in good standing with respect to any required continuing education courses. The Consultant shall also submit to a criminal history record check as required by N.J.S.A. 18A:6-7.1.

4.3 The parties agree to cooperate with each other to arrange for and set up appropriate scheduling for the rendering of the services at such times and places as the parties may deem appropriate.

5. Professional Services to Be Provided:

The Consultant shall provide the following professional services to the Board for no more than 6 days of service during the Agreement Term as set forth under Section 2. The days on which the Consultant shall provide such services shall be determined by the Board or its designee and the Consultant.

5.1 Primary Responsibilities

5.1.1 Design and deliver K-5 staff development and training sessions that are aligned to the Mathematics Common Core pedagogy and curriculum to elementary teachers;

5.1.2 Identify, communicate, and provide information and guidance regarding a range of effective and innovative mathematics practices through various activities such as:

5.1.2.1 Individual discussions with teachers (informal and formal);

5.1.2.2 Classroom teacher coaching sessions;

5.1.2.3 Classroom demonstration lessons with pre- and post-discussion/analysis; and

5.1.3 Organize and facilitate staff meeting sessions in data-driven instruction for mathematics,

utilizing scores from District formative assessment instruments.

5.2 District Responsibilities

5.2.1 Coordinate with the Director and Supervisor of Curriculum and Instruction and Principals to plan for staff development and determine the District's needs for classroom resources necessary to implement a consistent, best-practices, mathematics program;

6. Billing and Payment:

The Board and the Consultant agree that the total cost to the Board for the term of this Agreement is One Thousand Seven Hundred Fifty Dollars (\$1,750) per day. A day shall be defined as an average of eight (8) hours. In satisfaction of the aforementioned cost for this Agreement, the Board shall make payments to the Consultant upon submission of voucher.

7. Compliance with Law:

The services provided by the Consultant pursuant to this Agreement shall be performed in accordance with the laws, rules, regulations and ordinances of the State of New Jersey and any and all pertinent Federal laws pertaining thereto.

8. Relationship between Parties, Independent Contractor:

It is specifically understood that the Consultant is an independent contractor and nothing in this Agreement shall be

construed to establish employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Consultant shall at all times remain in an independent contractor relationship with the Board. As such, the Consultant shall not be entitled to any fringe benefits that the Board normally extends to its employees.

9. Indemnification and Insurance:

9.1 The Board and the Consultant shall each be individually responsible for liabilities resulting from their own respective negligence, willful misconduct or omission, or resulting from the negligence, willful misconduct or omission of its agents, servants, visitors or licensees.

9.2 The Consultant shall obtain and maintain during the duration of the Agreement, at its own cost and expense, comprehensive general liability insurance with limits of no less than one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) aggregate, insuring the Consultant against any and all liability or claims arising out of, connected with or resulting directly from the Consultant's performance of services under this Agreement. The policy shall name the Board as an additional insured.

A copy of said certificate of insurance shall be attached to this Agreement.

9.3 The Consultant shall indemnify, defend, and hold harmless the Board, its agents, servants and employees from and against any and all claims, liability, damages and or expenses, including reasonable attorney fees, arising out of or resulting from or in connection with any negligent or willful act or omission of any agent, servant and/or employee of the Consultant.

9.4 The Board shall indemnify, defend, and hold harmless the Consultant from and against any and all claims, liability, damages and or expenses, including reasonable attorney fees, arising out of or resulting from or in connection with any negligent or willful act or omission of any agent, servant and/or employee of the Board.

10. Confidentiality:

The Consultant shall maintain the confidentiality of the Board, its employees and its pupils and shall ensure that its employees comply with this provision. The Consultant shall not furnish any student or personnel records related to the Consultant's performance of services under this Agreement without prior written consent and/or approval of the Board.

11. New Jersey Law:

The parties agree that in the interpretation of this Agreement, New Jersey law shall apply and the parties designate the Superior Court of New Jersey, Bergen County as venue for any disputes that may arise with respect to this Agreement.

12. Assignment:

It is hereby agreed between the parties that the Consultant shall not assign without the Board's prior written consent the whole or any part of its obligation under this Agreement.

13. Affirmative Action and Anti-Bullying Bill of Rights:

During the performance and term of this Agreement, the Consultant agrees as follows:

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 Board agrees to comply fully with the terms, provisions and obligations of said Regulations.

To comply with P.L. 2010, c.122, dated January 5, 2011, "Anti-Bullying Bill of Rights Act," the parties to this Agreement agree to incorporate into this Agreement the requirements placed upon districts and educators in order to prevent harassment, intimidation and bullying. The Board agrees that it has put into effect the requirements of the Anti-Bullying Bill of Rights Act, including the appointment of a district-wide anti-bullying coordinator, an anti-bullying specialist, and have formed a school safety team as outlined in the Anti-Bullying Bill of Rights Act. The parties to this Agreement hereby agree to adhere to the district's anti-bullying policy, which, starting with the 2015-2016 school year, must be put into effect following the dissemination of the Department of Education's Model Policy.

14. Notices:

Notices hereunder shall be in writing and delivered by hand or Registered or Certified Mail, Return Receipt Requested or by recognized overnight carrier, addressed as follows and deemed to be given on the day of the hand delivery or on the date of mailing:

As to the Consultant:

William Jackson
129 Washington Avenue
Hawthorne, NJ 07506

As to The Board:

Franklin Lakes Board of Education
490 Pulis Avenue
Franklin Lakes, NJ 07417
Attn: Michael J. Solokas
Board Secretary/School Business Administrator

15. Entire Agreement:

This Agreement contains the entire understanding between the parties and may not be changed orally, but only by an Agreement in writing signed by the parties against whom enforcement of any modifications or extension may be sought. If any portion of this Agreement is deemed unenforceable or illegal by the Court of competent jurisdiction, then that portion of the Agreement so determined shall be stricken and the remainder of the Agreement shall remain in full force and effect.

16. Miscellaneous:

This Agreement contains the entire understanding between the parties and may not be changed orally, but only by an Agreement in writing signed by the parties against whom enforcement of any modifications or extension may be sought. If any portion of this Agreement is deemed unenforceable or illegal by the Court of competent jurisdiction, then that portion of the

Agreement so determined shall be stricken and the remainder of the Agreement shall remain in full force and effect.

16.1 If any provisions herein contained are at variance with pertinent law, such variation shall be modified to conform to the appropriate pertinent governing law.

16.2 This Agreement represents and incorporates the complete and final understanding of the parties. Any amendment and/or modification to this Agreement shall be effective only upon execution of a written agreement by the parties.

16.3 If any part of this Agreement, or the application thereof, to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement, which is hereby declared to be severable.

16.4 The parties hereto represent and acknowledge that they have had the right and opportunity to seek the advice of independent legal counsel with respect to the interpretation, meaning and legal affect of entering into this Agreement prior to executing same.

16.5 The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

IN WITNESS WHEREOF, the parties executed this Agreement on the day and date first above written.

WITNESS:

FRANKLIN LAKES BOARD OF
EDUCATION

MICHAEL J. SOLOKAS
Board Secretary/School
Business Administrator

BY: _____
JACKIE VELIKY
Board President

DATED: _____

DATED: _____

WITNESS:

MICHAEL J. SOLOKAS
Board Secretary/School
Business Administrator

BY: _____
WILLIAM JACKSON
Consultant

DATED: _____

DATED: _____