

## AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of March, 2016, by and between the Franklin Lakes Board of Education which has offices located at 490 Pullis Ave in the Borough of Franklin Lakes, County of Bergen and State of New Jersey (hereinafter referred to as the "BOARD") and Sage Educational Enterprises, with offices located at 295 Rochelle Avenue, in the Borough of Rochelle Park, County of Bergen and State of New Jersey (hereinafter referred to as "SAGE".)

### WITNESSETH:

WHEREAS, the BOARD desires to retain the services of SAGE to provide school based counseling and related counseling services to a student in the Franklin Lakes School District from March 21, 2016, through June 30, 2016; and

WHEREAS, based upon the experience of SAGE, SAGE is prepared to and desires to furnish counseling and related services to the BOARD; 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 as follows:

#### I. Responsibilities - BOARD

- A. The BOARD will provide the necessary space, equipment, and supplies required for implementation of counseling services as set forth in this Agreement. (Space and furnishings needs are for one clinical office.)
- B. The BOARD shall make available to SAGE all records and information relevant to the student for purposes of the counseling services being rendered with the written consent of the parent(s).

#### II. Responsibilities - SAGE

- A. The staff provided by SAGE shall possess valid certifications in Educational Services pursuant to N.J.S.A. 18A: 26-2, and N.J.A.C. 6A: 9-13.

- B. The SAGE staff will work cooperatively with the Child Study Team, teachers, therapists and the BOARD'S administrative staff.
- C. The SAGE staff will maintain service records and reports in accordance with all current state and BOARD regulations in force during the period of this Agreement.
- D. The specific therapeutic services delivered by SAGE, include:
  - 1. Counseling services provided for the student as described in the Individualized Education Program and as follows:
    - a. Individual counseling up to 2 weekly (45 min) sessions.
    - b. Family counseling up to one family sessions per week
    - c. Consultation with teachers and child study team members
    - d. Documentation of services for student file
  - 2. SAGE will provide the following staff:
    - a. 1 master's level clinician, days and to be determined
    - b. Supervision of staff and program by Clinical Director of SAGE or designee.
- E. SAGE will provide general liability coverage in the amounts of 1,000,000.00/3,000,000.00.
- F. SAGE and its agents and employees shall indemnify and hold the BOARD harmless from any and all claims, liability, damages and expenses, including reasonable attorneys fees arising out of, resulting from, or in connection with the counseling services provided, which are caused by any error, omission, negligent or intentional action of SAGE.
- G. SAGE is an independent contractor and its agents and employees are not considered employees or

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agents of the BOARD.

- H. The employees of SAGE assigned to this site, 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. SAGE shall bear the cost for the criminal history record check.

### III. Terms of Agreement

It is understood by and between both parties that:

- A. The BOARD shall reimburse SAGE at a rate of \$130 per 45 minute session or \$130 per hour for related meetings.
- B. Services are to be provided, on BOARD grounds following the School Year schedule referred to above.
- C. The BOARD agrees to pay for services rendered on a monthly basis no later than thirty (30) days following date of invoice by SAGE.

### IV. Miscellaneous Provisions

- A. The BOARD agrees that it shall not solicit for employment or for consulting any employee of SAGE who provides services to the school pursuant to this Agreement for a period of one (1) year from the date the employee last provided services to the BOARD. Since damages for violating this Agreement are incapable of precise calculation, the parties agree that liquidated damages in an amount equal to two (2) times the employee's annual salary for the time period equal to the time remaining on the one year limitation from the date of the breach of this restrictive covenant is fair and reasonable and does not constitute a penalty.
- B. 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.

- C. 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 remain in full force and effect.
- D. The term of this Agreement is for the period from March 21, 2016, to June 30, 2016.

This Agreement may be terminated upon at least sixty (60) days written notice by either party. All written notices affecting termination must be delivered by certified or registered mail. 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. Failure to comply with the terms and conditions of this Agreement constitutes cause for immediate termination.

- E. This Agreement represents the entire agreement between the parties. No additions, changes or modifications, renewals, extensions, or other representations or promises shall be binding unless reduced to writing and signed by both parties.
- F. This Agreement is subject to any and all statutes enacted by the federal government and State of New Jersey,

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: \_\_\_\_\_

Dated:

SAGE EDUCATIONAL ENTERPRISES, Inc.

WITNESS:

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

Dated: