

AGREEMENT

This Agreement made this 28th day of November, 2018 between Effective School Solutions, LLC which has offices located at 25 Deforest Ave, Suite 310, Summit, New Jersey 07901 (hereinafter referred to as "Effective School Solutions"), and the North Hunterdon-Vorhees Regional High School District, which has offices located at 1445 State Route 31 South in Annandale, New Jersey (hereinafter referred to as the "Board of Education") (sometimes hereinafter referred to, collectively, as the "parties").

WHEREAS, Effective School Solutions provides therapeutic mental health services through licensed professionals to students in public school districts; and

WHEREAS, the Board of Education is desirous of procuring such services from Effective School Solutions for students enrolled at North Hunterdon High School (hereinafter referred to as the "School") in the North Hunterdon-Voorhees Regional High School District; and

WHEREAS, Effective School Solutions and the Board of Education are desirous of entering into an agreement for the provision of therapeutic mental health services for the full 2019-2020 school year; and

WHEREAS, the Board of Education has the requisite legal authority to enter into an agreement to procure therapeutic mental health services from Effective School Solutions.

NOW THEREFORE, based on the foregoing recitals, and in consideration of the mutual promises and covenants of the parties set forth below, the parties agree as follows:

1. Effective School Solutions shall provide the therapeutic mental health services of two (2) full time New Jersey licensed mental health professionals. These professionals will hold a license from one or more of the following New Jersey state entities: Board of Social Work Examiners, Professional Counselor Examiners Committee, Board of Psychological Examiners or the State Board of Marriage and Family Therapy. The mental health professionals shall work under the direction and supervision of Effective School Solutions, and in conjunction with staff designated by the School. The licensed mental health professionals shall satisfy the requirements of the criminal history record check prescribed by N.J.S.A. 18A:6-7.1 et seq. before providing services to the Board of Education. These mental health professionals shall be present at all times during the term of this Agreement when School is in session during the school year. Effective School Solutions shall provide therapeutic mental health services for a maximum of ten (10) students per licensed mental health professional (hereinafter referred to as "cohort") enrolled in the School at any given time, for the period beginning September 2019 and ending with the conclusion of the school year in June 2020. The students in the cohort need not necessarily be the same students for the entire period at each School. It is understood that Effective School Solutions will be available in the spring and summer months of

2019 for consultation for preparation of the launching of ESS services and to provide parent informational sessions to help assist in the transition of students returning to the District and entering ESS programming. Furthermore, in the weeks preceding the beginning of the new school year, ESS will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.

2. Unless otherwise determined by Effective School Solutions based on an assessment of the needs of a particular student or students, the therapeutic mental health services shall include and be scheduled, as follows:

- (a) one (1) individual psychotherapy session each week for each student and family therapy typically offered on a twice-monthly basis.
- (b) one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than eleven (11) on a consistent basis; and
- (c) one (1) multifamily group therapy session each month.

If elected by the Board of Education, Effective School Solutions will provide its summer program for students enrolled at North Hunterdon High School and as noted below for an additional \$8,000 to the fee set forth in Section 10, provided however (i) for the summer of 2020, if the contract between the Board of Education and Effective School Solutions is renewed at mutually agreeable terms for the 2020-2021 school year by May 1, 2020, Effective School Solutions shall provide its summer program for no additional charge for that school year. The

summer program is a six-week program during the months of July and early August for up to ten (10) students and includes twice-weekly group therapy of ninety (90) minutes each and individual or family therapy every other week.

3. In the event one of the licensed mental health professionals is absent, if so requested by the Board of Education, Effective School Solutions shall exert its best efforts to assign a qualified substitute to provide the services. If a substitute cannot be obtained, Effective School Solutions shall provide the Board of Education with a credit of three-hundred (\$300) dollars for each day of service missed by the mental health professionals after an aggregate total of five absences per number of contracted licensed mental health professionals during the course of the school year. If the Board of Education is not satisfied with the services provided by one or more of the licensed mental health professional assigned by Effective School Solutions, the Board may request a change in the professional assigned, Effective School Solutions shall use its best efforts to effectuate the change as quickly as possible but it must be made no later than seventy-five (75) days from the date Effective School Solutions receives the request in writing.

4. In addition to the services listed in section two ("2") of this Agreement, Effective School Solutions shall:

- (a) direct its mental health professionals to regularly participate in a School teacher-led study skills class that is solely comprised of students in the cohort;

- (b) have one (1) mental health professional monitor one (1) daily lunch period at each School that is solely comprised of students in the cohort;
- (c) ensure that a mental health professional attends IEP meetings and Section 504 committee meetings, as needed, for students either in a cohort or being considered for enrollment in a cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement; and
- (d) provide up to four (4) hours of in-service training to certificated and non-certificated staff that are employed by the Board of Education during normal school hours on regularly scheduled school days or staff development days. In addition, the Board of Education will be able to enroll five teachers from the school to which ESS is assigned to an all-day conference that Effective School Solutions will provide in the fall of 2019 on educating students with emotional and behavioral problems in the public school classroom. Prior to the school year, in August 2019, ESS will also provide an all day off-site training for teachers working with students with significant behavioral disorders, with regard to creating a non-reactive classroom environment. The Board of Education shall be able to send up to ten (10) district teachers it selects, regardless of

the district school to which he/she is assigned to this specialized training.

(e) Additionally, if so requested by the district, ESS will work closely with school and district leadership in the ongoing planning for the new Alternative Program to provide:

- Protocols for student management and crisis intervention
- Professional development for program teaching staff
- Development of Point Level System
- Development of program structure necessary for building a healthy and productive student community

5. Effective School Solutions shall provide all the clinical and administrative services outlined in this Agreement during normal School hours on regularly scheduled School days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at the discretion of Effective School Solutions. If the student is absent on the date the individual or family therapy session is scheduled, or the School is not in session on the scheduled day for the services, ESS shall make its best efforts to reschedule such services but the missed sessions may not necessarily be rescheduled.

6. The Board of Education shall provide Effective School Solutions with:

- (a) a confidential office for the mental health professionals to provide individual therapy sessions at the School;
- (b) a classroom or similar space to conduct group therapy sessions, multifamily therapy groups and study skills classes;
- (c) filing cabinet(s) with locking mechanisms to secure confidential records; and
- (d) use of telephones and computers for each assigned mental health professional with Internet capabilities for each mental health professional at no cost to Effective School Solutions.
- (e) access to student education records including grades, attendance rates and disciplinary incidents for each student in the cohort provided services by Effective School Solutions, in a manner prescribed by the Board of Education, subject to state and federal requirements for confidentiality of student education records and personally identifiable information. To the extent that confidential student education records or other information comes into the possession of Effective School Solutions, Effective School Solutions shall not further disclose that information without appropriate parental consent.

7. Effective School Solutions shall be designated as a “school official” by the Board of Education for the purpose of providing services to students pursuant to the terms of this Agreement. All records of the services provided by Effective School Solutions to students of the Board of Education shall be

considered Education Records pursuant to FERPA and shall be maintained by Effective School Solutions in accordance with applicable law on behalf of the Board of Education. Effective School Solutions shall make all records of services provided to such students in the cohort available to the Board of Education upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. Effective School Solutions shall provide parents/students with an acknowledgement for their signature which confirms that any information received by Effective School Solutions from the student may become part of the student's educational records retained by the Board of Education. Once a student is no longer receiving services, Effective School Solutions shall deliver all original records pertaining to that student to the Board of Education for future reference, and any copies retained by Effective School Solutions shall continue to be treated as Educational Records pursuant to FERPA.

8. All computers furnished by the Board of Education in accordance with the terms of this Agreement shall be password protected with access limited to Effective School Solutions. The Board of Education shall ensure that there will not be any unauthorized access to the confidential information contained on any such computer.

9. It is within the sole discretion of Effective School Solutions to determine whether a student can enter or remain in the cohort once the student has been referred by the School for the services outlined in this Agreement. However, it is expressly understood that the primary reason for Effective School

Solutions to either reject a student or remove a student from the cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness to appropriately participate in the services outlined in this Agreement or, in the sole opinion of Effective School Solutions staff, the student is a danger to himself/herself or others.

10. For the 2019-2020 school year, the Board of Education shall pay Effective School Solutions two hundred and eighty-five thousand dollars (\$285,000) for the services set forth in this Agreement. Payment shall be made in ten (10) equal and consecutive monthly installments of twenty-eight thousand five hundred dollars (\$28,500). The first payment shall be due on September 1, 2019 and shall be due on the first day of every month thereafter. The Board of Education shall furnish Effective School Solutions with vouchers which Effective School Solutions shall execute and timely submit for payment. Unless otherwise required by law, the Board of Education shall not release the terms and conditions of this Agreement, including but not limited to the financial terms of this Agreement, to any person and/or entity.

11. This Agreement may be terminated upon written notice for Cause. With respect to the termination of the Agreement by the Board of Education, the term "Cause" means the following: Gross Misconduct of an Effective School Solutions employee that is significantly injurious to the Board of Education; or the material breach by Effective School Solutions of any provision of this Agreement as determined by the Board of Education and failure to cure same within five (5) business days after receipt of written notice of such breach. With

respect to the termination of the Agreement by Effective School Solutions, the term "Cause" means the following: The Board of Education's substantial failure to cooperate with Effective School Solutions; or the material breach by the Board of Education of any provision of this Agreement as determined by Effective School Solutions and failure to cure same within five (5) business days after receipt of written notice of such breach. The parties hereby agree that the Board of Education's failure to pay the amount due under this Agreement for two (2) consecutive months shall constitute a material breach of this Agreement.

12. Effective School Solutions agrees to comply with the following:

- (a) Requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination", and the equal employment requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., and N.J.A.C. 17:27-1 et seq. which are set forth at length in Exhibit "A" which is attached hereto, made a part hereof and incorporated herein by reference;
- (b) N.J.S.A. 52:32-44, which imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for Effective School Solutions in fulfilling this contract: 1) Effective School Solutions shall provide written notice to its subcontractors to submit proof of business registration to Effective School Solutions; 2) prior to receipt of final payment from the Board of Education, Effective School Solutions must submit to the Board of Education an

accurate list of all subcontractors or attest that none was used; 3) for the term of this agreement, Effective School Solutions and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State. In accordance with law, a contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency; and

- (c) Provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., and shall submit the required disclosure forms to the Board of Education upon request no later than ten (10) days prior to the Board's approval of this Agreement.

13. Effective School Solutions shall maintain liability insurance coverage in the minimum amount of \$1,000,000.00 to cover any and all liability arising out of and/or related to the provisions of therapeutic mental health services by Effective School Solutions to the Board of Education. Effective School Solutions shall furnish the Board of Education with a copy of the certificate of

insurance prior to the rendering of the therapeutic mental health services set forth in this Agreement.

14. The Board of Education agrees that it shall not hire or otherwise use as a consultant any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, pursuant to this Agreement for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Additionally, the Board of Education agrees that it shall not utilize the services of any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, as an employee and/or an independent contractor of a vendor other than Effective School Solutions, as an independent contractor or otherwise with respect to the provision of services contemplated by this Agreement, for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Since damages for violating this Agreement are incapable of precise calculation, the parties agree that liquidated damages in an amount equal to four (4) times the employee's annual salary for the time period equal to the breach of this restrictive covenant is fair and reasonable and does not constitute a penalty. The provisions of this Section "14" of this Agreement shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

15. This Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and shall be interpreted in accordance with the laws of the State of New Jersey.

16. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

17. Neither party may transfer or assign any of its rights or obligations under this Agreement without prior written consent of the other. Any such transfer or assignment shall be null and void.

18. The provisions of this Agreement shall apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

19. Any and all notices and demands required or desired to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt by the other party, either by personal delivery or mail.

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

EFFECTIVE SCHOOL SOLUTIONS,
LLC

By: _____

North Hunterdon-Vorhees Regional High School District
BOARD OF EDUCATION

By: _____

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 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 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 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, 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 contractor's commitments under this act 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 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 contractor or subcontractor 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 contractor or subcontractor 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 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, 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

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