

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Dr. Gerald Benaquista

**C: Dr. Jose Rodriguez
Marissa McKenzie
Yolanda Koon
Bernadette Watson
Diane Cappiello**

From: Kim Conti 

Re: Board Agenda Item

Date: April 14, 2025

**Approve Teaching Strategies to provide Custom Professional Development
Session on 6/10/25 9 AM to 12 PM, not to exceed \$2,255.00.
Acct # 7075/11-000-219-320-02-19.**

CONTRACT FOR PROFESSIONAL EDUCATIONAL DEVELOPMENT SERVICES

This AGREEMENT is made and entered into this day of , 2025, between Teaching Strategies LLC with offices located at 80 M Street, SE, Suite 1010, Washington, DC 20003 (hereinafter referred to as “**Provider**”) and Union Township Board of Education (hereinafter referred to as the “**Board**”) , which administers contract for the Union Township District (collectively, the “**Parties**”).

Provider is engaged in the business of providing professional educational developmental services and Board has identified a need for such services to be provided to faculty and/or staff in the District.

The Board is a duly organized Board of Education organized pursuant to N.J.S.A. 18A:18A-1 *et seq.*

WHEREAS, it is the desire of both parties to make provision for such services, in accordance with the terms of the Agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, Provider and Board agree to the terms and conditions set forth herein:

I. RESPONSIBILITIES OF PROVIDER

- A. Service. Provider shall provide the services identified in the Scope of Services and Fee Schedule attached as Schedule A, Order Form Q-320597.
- B. Insurance.
 1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a “claims made basis” for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Three Million Dollars (\$3,000,000.00) per occurrence.
 2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
 3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

- C. Indemnification. Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.
- D. Payment of Personnel. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- E. Policies and Procedures. Provider will follow the Board's policies and procedures while providing services in the school setting.
- F. Independent Contractor. Provider shall provide services as independent contractor. Provider is not an agent of Board.
- G. Confidentiality. Provider agrees that all information and knowledge that it receives from the Board, or by virtue of providing services under this Agreement shall be held strictly confidential and shall not be disclosed to any person except to the Board or with the Board's prior written permission.

II. RESPONSIBILITIES OF BOARD

- A. Payment for Services. Board is responsible to compensate Provider for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. Insurance. Board shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of Board acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

III. BILLING AND COMPENSATION

- A. Board agrees to compensate Provider in accordance with the Fee Schedule attached as Schedule A, Order Form Q-320597.
- B. Provider shall forward to Board an itemized bill in such form as the Board may require.

- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on the execution of this Agreement_ and will remain in effect through **June 30, 2026**. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten days prior written notice:
 - 1. Dissolution or bankruptcy of either Provider or Board.
 - 2. Failure of either Provider or Board to maintain the insurance coverage required hereunder.
 - 3. Breach by Provider or Board of any of the material provisions in this Agreement.

V. PUBLIC CONTRACTING REQUIREMENTS

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000

from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

VI. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein. **Each Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement, but to the extent any terms included in a Proposal conflict with the terms herein, this Agreement takes precedence.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

VII. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon, Business Administrator/Secretary

Union Tp. Board of Education
855 Lehigh Avenue, 2nd floor
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Taylor Law Gorup, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Heather O'Shea, CFO
Teaching Strategies LLC
80 M Street, SE, Suite 1010
Washington DC 20003

THE PARTIES hereby agree to the terms of this Agreement:

PROVIDER

Print name/Title:

Dated: _____

BOARD OF EDUCATION

Print Name/Title:

Dated: _____

SCHEDULE A

ORDER FORM Q-320597



TEACHING STRATEGIES, LLC ("TS")

80 M STREET, SE, SUITE 1010
WASHINGTON, DC 20003
301-634-0818

Customer Name: Township of Union Public Schools

Customer Number: 02A159635

Contact Name: Stefannie Buthorn

Contact Email: sbuthorn@twpunionschools.org

Contact Title: Special Services Supervisor

Prepared by: Christine Wells

christine.w@teachingstrategies.com

Expiration Date: 05-30-2025

Subscription Term: -

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
PD0006948 Custom Professional Development Session (3-Hours)	\$2,255.00	1	\$2,255.00

Subtotal: \$2,255.00

Shipping: \$0.00

Tax: \$0.00

Total: \$2,255.00

If paying by credit card a 2.5% processing fee of \$56.38 will be added, which is to cover the cost of processing a credit or charge card transaction, for a Total Price of \$2,311.38. Only Visa, Mastercard, and American Express credit cards may be used. Please do not use debit cards. To avoid the processing fee, payment by ACH or wire is available.

Lang/Literacy Custom Session

BILL TO

Billing Client: Township of Union Public Schools
Billing Street: 2369 MORRIS AVE
Billing City: UNION
Billing State: New Jersey
Billing Postal Code: 07083
Billing Country: United States

Select a Payment Method and follow the payment instructions.

Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Professional Development and Training

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session for teacher sessions and 15 for coaching sessions. An additional fee of \$100 will be charged for each attendee in excess of this maximum; (iii) Additional fees, including travel expenses, will also apply for each session not scheduled at least 21 days in advance; (iv) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including (but not limited to) food, beverages, microphones, speakers, projectors, computers and viewing screens; and materials such as chart paper and markers; and (v) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.

Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.

Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:

Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.


Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.

Scheduling with less than a 24-hour notice, Customer is invoice an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.

PD Details

TOPIC AND FORMAT	DATE	START	END
Custom Professional Development Session (3-Hours)	06/10/2025	9:00 AM	12:00 PM

By executing this Order Form, the Customer hereby agrees to be bound by the provisions contained herein:

Customer Name	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print): Stefannie Buthorn	Name: Heather O'Shea
Title: Special Services Supervisor	Title: Chief Financial Officer
Address: 2369 MORRIS AVE	Address: 80 M Street, SE, Suite 1010



Teaching Strategies
for Early Childhood

UNION, New Jersey 07083	Washington, DC 20003
Date:	Date:

