

IRVINGTON BOARD OF EDUCATION

1 University Place, 4th Floor, Irvington, NJ 07111

Telephone (973) 399-6800

AGREEMENT FOR CONSULTANT(S) & SOFTWARE LICENSE PROVIDER(S) 2016-2017

This Agreement is made and entered into this ____ day of ____, 20____, by and between the Irvington Board of Education (hereafter "IBOE") and _____ (hereinafter referred to as "Consultant") whose principal place of business _____.

IT IS AGREED THAT:

I. Consultant (**hereinafter, Consultant shall include Software License Providers**) will provide the service(s) as set forth in this Agreement and in Exhibit A (**hereinafter Exhibit A shall include Addendums, Scope of Services Attachments and Software License Agreements**), which is attached hereto and made a part hereof, in coordination with the IBOE Superintendent or his/her designee.

II. This Agreement shall be for a period commencing on the __ day of _____, 20____, and ending on the __ day of _____, 20____.

The compensation under this Agreement shall be at the rate and duration specified in Exhibit A, and not to exceed the amount authorized by the corresponding Board Resolution. Total compensation under this contract shall not exceed _____, and will be pursuant to a written purchase order generated by the IBOE, and will be subject to availability of program/project funding. Advanced notice of changes in funding, if required, will be provided to Consultant prior to beginning each program/project noted in Exhibit A.

III. Upon completion of services to be performed, payments for services and reimbursement for expenses under this Agreement shall be made within the IBOE's usual course of paying such invoices, not to exceed 45 days, from receipt of invoice from Consultant.

IV. Consultant shall not assign or transfer in any way his or her interests or obligations under this Agreement. Any attempt to do so will result in immediate termination of this Agreement. Any assignment is void.

V. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

VI. It is understood and agreed that the Consultant is at all times independent contractors and neither he/she nor his/her employees are employees of the IBOE.

- VII. Consultant affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement.
- VIII. To the extent that any contract terms or conditions contained herein are modified or contradicted by any terms or conditions contained in the attached Exhibit A, said terms and conditions of this contract shall be deemed overriding and controlling relative to any dispute between the parties.
- IX. The Consultant agrees to indemnify and hold harmless the IBOE from all claims and damages arising from the consultant's willful and/or negligent conduct, including but not limited to any claims and/or damages that arise from a result of Consultant misrepresenting its/his/her clearance status in Paragraph XII of this Agreement. **(Not applicable to Software License Agreements).**
- X. Safeguarding the IBOE's Data: Consultant agrees that use, storage, and access to the IBOE's Data will be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Consultant shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of the IBOE's Data.
- XI. The following clause "System Security" is only applicable to Consultants who will provide technology-related services to the IBOE. (Technology-related services is defined as, but not limited to, software, providing network security and network storage, system updates, etc.). **All Consultants must check "YES" or "NO" below indicating whether they will provide technology related services to the IBOE. If the Consultant checks "YES", and agree by signing below, then they must adhere to the "System Security" policy as listed below.**

System Security: A System that is owned or supported by Consultant and contains the IBOE's Data shall be secured as follows:

1. Consultant warrants that their System is free of any system settings or defects that would create a potential breach.
2. The System shall use secure protocols (e.g. SSH, SSL, SFTPS, TLS, IPsec) to safeguard the IBOE's Data in transit.
3. Consultant understands the System may be placed on a public network and warrants the System is sufficiently protected from compromises and attacks.
4. Consultant may need to add a host-based or external firewall to protect the IBOE's System. If said Consultant is unwilling to provide the additional protection, the IBOE has the option to add a host-based or external firewall, on its network, without breach of this Agreement, for the purpose of ensuring the protection of the IBOE's network.

5. Consultant further warrants that it will not knowingly introduce, via any means, spyware, adware, ransom ware, rootkit, key logger, virus, Trojan, worm, or other code or mechanism designed to permit unauthorized access to the IBOE’s Data, or which may restrict the IBOE's access to or use of the IBOEs Data.

_____ **NO - Consultant will not be providing Technology related services to the IBOE.**

_____ **YES - Consultant will be providing Technology related services to the IBOE.**

I, _____, by signing below, I certify that the above checked response is true.
(Please print Name & Title)

Signature

Date

XII. **(Not applicable to Software License Agreements).** Acknowledgement and Acceptance of Conditions of Contract: By signing below the Consultant named in this agreement is indicating its/his/her agreement to each term of this contract and its/his/her compliance with all applicable New Jersey statutory rules regarding background clearances to work within an educational setting and/or to work in an unsupervised capacity with children to the extent that such clearances are specified and requested in advance in writing by the IBOE to Consultant.

IBOE acknowledges that the New Jersey statues and rules regarding background checks, fingerprinting, clearance and other requirements regarding employment in an educational setting or with children may be waived, if and only if, the Consultant will not be present around children, students, or upon any of the IBOE's facility; or who will only interact with students while supervised outside of the district/school. If such waiver is sought, it must be confirmed in writing by the IBOE representative whose signature appears on this Agreement.

By signing below, the Consultant and/or its agent and employee responsible for this contract is certifying that it/he/she has:

Confirmed that the services provided will not require the Consultant or its/his/her employees/members/agents:

(Initial) _____ (a) To work in an unsupervised capacity around any school children; or, (b) To work in the presence of children at all and thus will not require a background check, fingerprinting, and/or clearance. Attach the correspondence(s) confirming this information.

(Initial) _____ Received the appropriate New Jersey Criminal and Child Abuse background clearances (or equivalent clearances within the Contractor/Consultant home state) from the Consultant or its/his/her employees/members/agents. Please attach a copy of background clearances to this Agreement.

Consultant and/or its agent and employees shall be fully liable for knowingly misrepresenting clearances as outlined in Paragraph XII of this Agreement.

XIII. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey without regard to principles of conflicts of laws. The parties hereby consent to jurisdiction of the Essex County Superior Court, New Jersey.

ADDITIONAL PROVISIONS:

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Board Approval Date
(Attach page from Board Agenda)

Consultant (Print Name)

(Signature & Date)

IBOE Administrator (Print Name)

(Signature & Date)

Reggie Lamptey, CPA.
Board Secretary
Irvington Board of Education

ATTACH EXHIBIT A