

This is a contract between BRICK TOWNSHIP PUBLIC SCHOOLS (hereinafter referred to as BRICK) 101 Hendrickson Avenue, Brick Township, New Jersey 08724, and EDUCATION NORTHWEST, 101 SW Main Street, Suite 500, Portland, Oregon 97204, for the performance of work set forth below.

1.0 STATEMENT OF PURPOSE:

1.1 The purpose of this agreement is to provide a 6+1 Trait® Writing workshop.

2.0 EDUCATION NORTHWEST AGREES TO:

2.1 Provide the services under the direction of Jan Littlebear. Whenever, for any reason, this individual is unavailable for assignment for the work required under this contract, Education Northwest shall immediately notify BRICK to that effect and shall replace such person with a person of substantially equal ability and qualifications.

2.2 Provide 6+1 Trait® Writing workshops. The workshop will be held on August 23-25, 2011. The workshop will have no more than 50 participants.

2.3 The workshop will consist of no more than six hours of contact time per day.

3.0 BRICK AGREES TO:

3.1 Pay Education Northwest the fixed price of \$12,350 to carry out the scope of work specified in 2.0 above.

3.2 Designate and make known to Education Northwest one individual to act as contact person and liaison with Education Northwest.

3.3 Provide on-site facilities, staff support and written and visual materials that are necessary for Education Northwest to complete the scope of work specified in 2.0 above.

3.4 Provide an appropriate presentation location and effective audio/visual equipment, including an LCD projector.

3.5 Reproduce all training materials for participants from a master packet provided by Education Northwest.

4.0 GENERAL TERMS AND CONDITIONS:

4.1 The period of performance of this agreement shall be from August 19, 2011 to October 31, 2011.

4.2 This shall be a fixed price agreement in the amount of \$12,350.

Payment shall be made to Education Northwest upon satisfactory progress in the scope of work and invoice by Education Northwest. The payment schedule shall be:

Invoice date: August 26, 2011

Payment due: September 30, 2011 \$12,350

Payments shall be sent to:
Education Northwest
Unit 34
P.O. Box 4500
Portland, OR 97208-4500

- 4.3 No alteration or variation of the terms of this contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.
- 4.4 In performing services under this agreement Education Northwest is an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship. Education Northwest agrees that all work will be performed in accordance with the highest professional standards.
- 4.5 All materials provided for training purposes are property of Education Northwest. All materials produced under the terms of this contract shall become the property of BRICK.
- 4.6 The parties hereby agree that no qualified person shall, on the grounds of race, color, creed, national origin, disability, or gender, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this contract. There must be evidence that the contractor is an equal employment opportunity employer as defined by Presidential Executive Orders 11246 (Equal Employment Opportunity) and 13201 (Employee Relations).
- 4.7 BRICK will make a certificate of insurance available upon request and affirms that it maintains business insurance in the following minimum amounts:
- General Liability—\$1 million per occurrence, \$1 million aggregate
 - Auto Liability—\$1 million per occurrence
 - Worker's Comp—statutory limits as required by law
- 4.8 Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq. Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from negligent acts or omissions of itself, its employees, its agents, or its Subcontractors, howsoever caused.
- 4.9 This agreement may be terminated by the mutual, written consent of both parties. Upon termination, Education Northwest shall stop work. Education Northwest shall be reimbursed for costs incurred to date of termination upon submission of an invoice within sixty (60) days of the date of termination.

APPROVED:
BRICK TOWNSHIP BOARD OF EDUCATION

EDUCATION NORTHWEST

(Print or type Signer's Name)

Steve Nelson, Ph.D.

Signature

Steve Nelson

Signature

Title: _____

Title: Administrator

Date: _____

Date: August 10, 2011

REQUEST FOR ADDITIONAL INFORMATION:

Please provide the following information to which Education Northwest should send all invoices. Include all specific names or departments.

Bill to: _____

Attention: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

PLEASE NOTE REMITTANCE ADDRESS

Payments to:

Education Northwest
Unit 34
P.O. Box 4500
Portland, OR 97208-4500

Correspondence to:

Education Northwest
Attn: Finance Office
101 SW Main Street, Suite 500
Portland, OR 97204-3213