

LAKEWOOD BOARD OF EDUCATION
200 RAMSEY AVE
LAKEWOOD, NJ 08701

ADDENDUM 02 - REVISED

**CC 02-2223 NONPUBLIC INSTRUCTIONAL SERVICES TITLE I, TITLE III & TITLE IV AND CHAPTER
192/193**

*******AS A RESULT OF THIS ADDENDUM PLEASE NOTE THE DUE DATE FOR THIS
SOLICITATION HAS BEEN CHANGED TO JUNE 30, 2022 @ 10:00 A.M.*******

PLEASE NOTE THE FOLLOWING CHANGES TO CC 02-2223 RFP DOCUMENTS

1. Days Missed/School Events/Teacher Absences under Chapter 192/193
 - a. Amend #16 on page 72 and #27 on page 78 to read as follows:
 - I. Aside from school closures, and/or midterm and final weeks for High School students only, and or the month of September or October (depending on when the Jewish Holidays fall and schools are closed, and June, up to one (1) missed session per month with a documented excuse may be accepted. Documented excuses that will be accepted include a) School events or trips with a written confirmation and valid explanation from the school on school letterhead or b) a teacher sick absence with a doctor's note. Two (2) missed sessions in one month-aside for student absences and scheduled school closures – will render students unbillable. Vendors will be responsible for communicating with schools to ensure the continuity of services. Vendor is accountable for sessions missed that are within the control of the Vendor and may miss one session per month without impact to its monthly billable services. Further circumstances out of the Vendor's control are permissible and will not count toward the one session per month limitation provided they do not result in more than 2 sessions being missed per month.
2. Billing
 - a. Pg. 94 G item 1: Replace "15th" with "30th"
 - b. Pg. 100 G item 2: Replace "15th" with "30th"
3. Staff Requirements
 - a. Add another paragraph between 5 and 6:

- I. The delivery or support of all English, Math, Science, Foreign Language, STEM, Arts, or transitional program services shall only be provided by a certified teacher or a paraprofessional. Speech Language Pathologists or professionals with training in speech language issues can also be utilized to teach ELA to struggling students.

(A paraprofessional providing instructional support must have a secondary high school diploma or its equivalent and must have a criminal background check as required by the NJ Department of Education Office of Student Protection)

- b. Amend Item #23 on page 86 to read as follows:

- I. Counseling and school based mental health services must only be offered through
 1. Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D., or Ph.D. in psychology or a
 2. Licensed Social Worker or Licensed Addiction Counselor working closely and in frequent proximity with a Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D. or Ph.D. in psychology
- II. Teachers or paraprofessionals may not provide Title I Counseling. However, teachers or paraprofessionals with appropriate training determined by the district may provide Title I Social Skills services.

4. 15 Minutes vs. 20 Minutes

- a. Amend Item #6 on page 84 to read as follows:

- I. Title I academic services in grades 2-12 shall be provided in blocks of up to sixty (60) minutes, but not less than twenty (20) minutes. Title I academic services in grades K-1 shall be provided in blocks of up to sixty (60) minutes but not less than fifteen (15) minutes.

II. K-12 counseling/mentoring programs shall be provided in blocks of up to sixty (60) minutes, but not less than twenty (20) minutes per day, other than during emergent situations which require documentation by school officials and vendors.

5. Pre-approval and Time Limit for In-Home Services

- a. Amend item #10 on page 85 to read as follows:

- I. In the alternative, Title I services may be provided in the student's home ("in-home services") in the presence of a third party adult. No student shall be alone with the Title I teacher at any time. In-Home Services shall only be performed upon the written request of the student's parent. Written parental requests made to the nonpublic school or Contractor

shall be provided to and approved by the Director of Grants, or Designee, prior to the commencement of in-home services. In-home services shall only commence after the close of the scheduled school day but in no case end later than 10:30 p.m.

6. Rate for Presentation to Students

a. On page 107 after Hourly rate for ESL certified teacher and before Award of Contract, add:

I. Line Item 0004

1. Hourly rate for Title IV Presentations

b. On page 98 item #2b), remove the words "Group Activities"

c. On page 98 item #5, remove the words "Group Activities"

7. Recommendation Letters

a. Amend second bullet point of item b on page 105 and item c on page 107 to read as follows:

I. Recommendation letters from at least one (1) public school and three (3) private schools of similar demographics to Lakewood.

8. Changes to page 44-Form of Contract-In addition:

a. Replace first bullet with the following:

- "The Provider shall fully indemnify the Board up to the amount of the contract, for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, intentional misconduct, want of care, skill and/or difficulty by the Agency/Service Provider herein, its agents, employees, or assigns."

b. Replace second bullet with the following:

- "Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings occur that would impact on State and/or Federal aid and/or any monies of the District due to the actions of the Agency/Provider. Moreover, the Provider will either post a bond with the Board's business Office for 50% (fifty percent) of the amount of this Contract or provide documentation to the complete satisfaction of the Board's Business Office that their Errors and Omissions Policy will fully indemnify the school district. This shall be provided prior to the commencement of the services herein. Should same not be provided by September 1, 2022 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider."

c. Replace third bullet with the following:

- "The Provider will fully indemnify the Board and pay for any and all legal and expert fees (total amount shall not exceed \$125,000 and legal/experts shall

be chosen solely by the District) shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein to the extent such adverse audit findings are caused by the negligence or intentional misconduct of the Contractor/Service Provider or a subcontractor of the Contractor/Service Provider. This payment will be made within 30 days of request."

d. Replace fourth bullet with the following:

- "The Board has the right to utilize an independent third-party agency/company to conduct on-going monitoring with regard to contract compliance and the effectiveness of the program described herein. The provider will fully cooperate with said monitoring and provide any and all documentation/data requested and shall be responsible for a proportionate cost of same in an amount not to exceed \$75,000 with any and all costs being paid within thirty (30) days of request by the Board. Should the Provider not make payments as requested by the Board this Agreement will be cancelled."

ADDITIONAL INFORMATION REGARDING TITLE I

CLARIFICATION ON ALLOWABLE SERVICES.

The New Jersey Guidance lists the following types of allowable services under Title I for Private Schools. They include but are not limited to:

- Expand learning time, including before and after-school programs
- One-on-one tutoring
- Summer School programs
- Family literacy programs
- Counseling programs
- Mentoring programs
- Computer-assisted instruction
- Home Tutoring
- Instruction using take-home computers and
- Any combination of the above.

Paraprofessionals as defined above are permitted to perform Mentoring and Social Skills for Title I Programs with appropriate training.