



**Lakewood Board of Education
200 Ramsey Ave
Lakewood, New Jersey 08701**

**CONTRACT FOR NONPUBLIC SCHOOL INSTRUCTIONAL SERVICES FOR TITLE
I, TITLE III, TITLE IV AND CHAPTER 192/193**

The following contract shall be executed by each successful respondent. Per N.J.S.A 18A:18A-4.5, there shall be no negotiations of any Proposal or the contract to be executed.

AGREEMENT

**NONPUBLIC SCHOOL INSTRUCTIONAL SERVICES FOR TITLE I,
TITLE III, TITLE IV AND CHAPTER 192/193**

This Agreement is made the 21st day of September, 2022 for services by and between the Lakewood Board of Education ("the "Board"), whose address is 200 Ramsey Avenue, Lakewood,

New Jersey 08701, and New Jersey 08701, and **Tender Touch Educational Services, LLC** (the "Contractor"), whose address is 685 River Ave, Lakewood, NJ 08701.

WITNESSETH:

WHEREAS, the Board desires to contract with the Contractor, to provide **Nonpublic Instruction/Title I, Title III ESL, Title IV and Chapter 192/193**

WHEREAS, the Board advertised Competitive Contract **CC 02-2223** for proposals for Nonpublic Instruction/Title I, Title III ESL, Title IV and Chapter 192/193

WHEREAS, the Contractor submitted qualifications for the Services and possesses the necessary skills and qualifications to contract with the Board to provide said Services; and

WHEREAS, on **July 6, 2022, & August 24, 2022** the Board passed a resolution awarding such services to the Contractor; and (Exhibit A)

WHEREAS, it is the intention of both the Board and the Contractor to enter into an Agreement whereby the Contractor will provide the Services to students identified by the Board in accordance with applicable Federal and State law as well as the terms and conditions outlined in this Agreement; and

NOW, THEREFORE, the Contractor and the Board, for the mutual promises and consideration herein specified, do-mutually covenant and agree as follows:

The entire Scope of Services for CC 02-2223 for Title I, Title II, Title III and Chapter 192/193 are to be appended to this contract and shall be considered attached to this Agreement as an exhibit as if fully set forth herein and shall have the same effect as if contained within a contractual provision in this Agreement. (Exhibit B)

In addition:

- 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.”
- “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 intentional misconduct or negligence 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.”
- “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.”
- ”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.”

Affirmative Action

The contractor/provider will be required to comply with the requirements of

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A. (Copy Attached)

Anti-Discrimination Provisions—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract

hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Assignment of Contract

The contractor/provider shall not assign, transfer, or sublet this agreement, or any rights and responsibility in this agreement without written consent from the board of education.

Availability of Funds

The parties recognize that payments by the District to the Contractor/Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of State and/or Federal funds. The Contractor/Provider is aware that the District's receipt of State and/or Federal funds is expressly conditioned upon allocation, review and approval by the New Jersey State Department of Education. If the District, for any reason, does not receive sufficient funds to make the required payments under this Agreement, it shall not be considered a Breach of the Agreement by the District and the parties, shall immediately begin negotiations to modify this contract taking into account the availability of funds, which may include the termination of the Agreement, if necessary.

Business Registration

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. [2001, c.134](#) (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. [1977, c.110](#) (C.5:12-92), or that provides false information of business registration under the requirements of either

of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. [1966, c.30](#) (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

Compliance with Laws

The Contractor/Provider shall comply with, and require that anyone providing the Services on behalf of the Contractor/Provider comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal-laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of the Agreement. The Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider shall, without limitation of the aforementioned, comply with the (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA), (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1, *et seq.*, and the Family Education Rights Privacy Act, 29 U.S.C. 1232g, and (c) the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, N.J.S.A. 10:5-31, *et seq.*, N.J.A.C. 17:27-1.1 *et seq.*, N.J.A.C. 6:4-1.6, as re-codified in N.J.A.C. 6A:7-1, *et seq.*, Title VII of the Civil Rights Act of 1964, Title II of the American With Disabilities Act of 1990, the Individuals with Disabilities Education Improvement Act, Part B ("IDEA"), 20 U.S.C. 1400 *et seq.*, Education Department General Administration Regulations (EDGAR) 34 *CFR* Parts 74-82 and 97-99, and N.J.S.A. 18A:46-19.1, *et seq.* (Chapter 193 Laws of 1977), N.J.A.C. 6A:14-4.9 and any and all rules,

waivers, regulatory guidance and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

The failure to comply with any and all Local, County, State or Federal Law, rule, ordinance, regulation, code or Board policy shall be grounds for immediate termination of this Agreement at the Board's discretion, upon 30 days' notice to the Contractor/Provider. In addition, all Services provided under this Agreement must supplement, rather than supplant, student instructional services and programs. Should any Services provided under this Agreement be deemed by any State or Federal agency or authority to be non-compliant with State or Federal laws and/or regulations, Contractor/Provider agrees to refund to the Board any amounts paid to the Contractor/Provider for such non-compliant Services.

Confidentiality

To the extent the services require the Contractor/Provider to receive any confidential student information during the provision of the services, the Contractor/Provider agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by the Contractor/Provider except as permitted by the terms of this Contract to subcontractor/Providers whose services are necessary for the Contractor/Provider to carry out its services and only then to subcontractor/Providers who have agreed to maintain the confidentiality of the data to the same extent required of the Contractor/Provider under the terms of this Agreement.

The Contractor/Provider shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all District data received from, or on behalf of the District. These measures shall be extended by contract between the Contractor/Provider to all subcontractor/Providers used by the Contractor/Provider who may encounter District data.

Conflicts of Interest.

The Contractor/Provider certifies that no officer or employee of the Board of Education or his/her immediate family members are directly or indirectly interested in this Contract or have any interest in any portions of profits thereof. Any or all potential conflicts shall be immediately reported to the School Business Administrator.

Contracted Service Provider —Pre-Employment Requirements—Child Abuse/Sexual Misconduct

All contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 *et seq.* Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance.

Criminal History Background Check

Contractor/Provider shall ensure that a Criminal History Background Check conducted by the New-Jersey Department of Education has been completed for anyone providing the Services hereunder as required by N.J.S.A., 18A:6-7.1 et seq., prior to the commencement of Services for the Agreement. Contractor/Provider shall provide proof to the Board that no disqualifying record information exists as a condition precedent to the provision of services by anyone providing services pursuant to this Agreement. In the event Contractor/Provider fails to comply with the Criminal History requirement, Board may, in its sole and absolute discretion, immediately terminate the Agreement, notwithstanding any other notice, default and termination provisions herein. The cost of any such background check shall be borne by the Contractor/Provider and/or its employees.

Default

In the event the Contractor/Provider fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Contractor/Provider shall be deemed to be in default of this Agreement and the Board shall be entitled to maintain any and all actions and effect any and all remedies available to it in equity and in law. The parties may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the breach within thirty (30) days of written notice of such breach, or if the nature of the cure is such that it reasonably requires more than thirty (30) days, if the Board commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Contractor/Provider arising out of or relating to the Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venue in Ocean County, New Jersey. The Contractor/Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial- by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor/Provider. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes and the dispute directly or indirectly relates to the Agreement, then" the Contractor/Provider agrees that the Contractor/Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and Contractor/Provider, or among the Board, Contractor/Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section

Entire Agreement

This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Contractor/Provider's retention by the Board. This Agreement may not be modified or amended in whole or in part except by agreement of both parties and by Board ratification.

Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

Full Force and Effect

The Contractor/Provider agrees that the consideration set forth in the agreement shall remain full force and effect for the entire term, regardless of any and all increases in costs to the Contractor/Provider, regardless of whether such increased costs occur as a result of any rule, regulation, statute or requirement of any government agency.

Harassment, Intimidation and Bullying

Pursuant to *N.J.S.A. 8A:37-16*, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Independent Contractor/Provider/Assignment

A. The parties agree that the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider is an independent Contractor/Provider and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider shall at all times remain in an independent Contractor/Provider relationship with the Board. The Board assumes no responsibility for the payment of compensation except as set forth herein and shall not be responsible for the payment or provision of wages, benefits or taxes or pension contributions of Contractor/Provider or any employees of the Contractor/Provider. Contractor/Provider represents that he/she/it is not an employee of the Board according to the rules and regulations of the New Jersey State Department of Treasury, Division of Pensions and Benefits. Should a court or agency of competent jurisdiction determine that Contractor/Provider's services, or the services of its employees, do not qualify it or its employees as independent Contractor/Providers, Contractor/Provider shall indemnify and hold the board, its employees and agents, collectively and individually, harmless for any back taxes, pension contributions, benefit payments, etc., for which the Board may be held responsible.

B. The rights and responsibilities under this Agreement party may not be assigned, transferred, hypothecated or otherwise delegated its duties or monies to come due hereunder, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the Board.

Insurance Requirements

A. Contractor/Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and Two Million Dollars (\$2,000,000.00) in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00), Fire Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000.00) and Medical Expense Insurance in an amount of not less than Five Thousand Dollars (\$5,000.00); and

ii. Workers Compensation Insurance coverage in the minimum amount required by the specifications for the Services as follows: Employer's Liability Insurance coverage in an amount not less than One Million Thousand Dollars (\$1,000,000.00) for bodily injury caused by accident or disease and One Million Dollars (\$1,000,000.00) per occurrence for automobile liability or in the statutory amount, whichever is greater; and

iii. Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to a single claim and Three Million Dollars (\$3,000,000.00) in the aggregate, which the Contractor/Provider shall maintain for no less than six (6) years following completion of Services.

B. No later than the execution of this Agreement, and upon the Board's reasonable request from time to time, the Agency shall provide to the Board a certificate of insurance evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Agency shall also provide, upon the Board's request, full and complete copies of the insurance policies required above.

C. The coverage set forth above shall name the Board of Education as an additional insured under any policies required to be provided pursuant to this section.

The Contractor/Provider shall defend, indemnify, and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not-limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from: (a) any intentional or negligent act, error, or omission or failure of the Contractor/Provider arising out of or relating to the terms of this Agreement by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; (b) any

breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; and (c) the Contractor/Provider's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor/Provider's Services. In carrying out provisions of this contract or in exercising any power or authority granted them by their position, there shall be no liability upon the Board and his authorized representatives or assistants, either personally or as officials of the Board, it being understood that in such matters they act as agents and representatives of the Board.

Iran Certification of Non-Involvement in Prohibited Activities

Pursuant to *N.J.S.A. 52:32-58*, the Contractor/Provider certifies that neither the Contractor/Provider, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*.

Licensure

The Services shall be provided only by individuals holding the appropriate licensure to undertake the Services. The Contractor/Provider shall provide the Board, if requested, with copies of documentation confirming that Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider has the certifications, licenses, skills and experience necessary to provide the Services. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.

Payment Process

The Contractor/Provider will bill the District by monthly duly verified invoices. The invoices shall seek payment only for actual services rendered. The District will pay all invoices from the within 30 days of receipt and verification of a properly completed invoice and supportive documentation submitted ten (10) days prior to the current month's School Board meeting. In no event shall the contractor/provider be entitled to interest on any overdue payment. The bill must be submitted no later than thirty (30) days after delivery of the services.

Payment is conditioned upon proper execution by the Contractor/Provider of District vouchers and other documents which may be required for the proper fiscal management of the public school District. Please note: the Board of Education shall approve of all payments prior to any checks being issued to the Contractor/Provider.

Program Performance

A. Contractor/Provider shall perform all of the services consistent with the specifications of the district's request for proposal.

B. Contractor/Provider shall inform the Board, in writing of all conditions that may negatively affect the performance of Services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Contractor/Provider to correct the problems and when corrective action was, or will be, taken. Board representatives may make site visits to inspect the Services and to review the Contractor/Provider's books and records relating to the provisions of the Services, review

program effectiveness and may interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

All services to be provided under this Agreement shall be in accordance with the specifications contained within the request for proposals for such services, as issued by the Board of Education, and in the Contractor/Provider's response to same.

Political Contributions—Pay to Play

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.

When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

Record Keeping—Access and Maintenance

The Contractor/Provider is to comply with all laws and regulation as it pertains to record keeping—access to records and maintenance of records.

Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Renewal of Contract (If Applicable)

Thereafter, this Agreement is subject to two (2) one-year extensions or one (1) two year extension, at the District's option subject to the conditions set forth herein. Any price change included as part of an extension shall be in effect only after negotiation with, and approval by, the Board of Education and shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and the terms and conditions of the contract remain substantially the same, in accordance with the provisions of N.J.S.A. 18A:18A-42(o). Any renewal of contract and/or multi-year contract is subject to the availability of funds. If funds are not available the board may cancel the contract.

School Ethics Act—Compliance

Contractor/Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing Services on its behalf are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.

Specifications; Proposal

The contract requirements and Contractor/Provider's response thereto, as more fully set forth in the response and the Proposal Specifications and General and Technical Conditions, and related attachments, as advertised for the Services herein, shall be considered attached to this Agreement as an exhibit as if fully set forth herein and shall have the same effect as if contained within a contractual provision in this Agreement.

Taxes

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not

permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment. The board does not issue an ST-5 Tax Form.

Term of Contract

July 1, 2022 through June 30, 2024 with possible options for two additional years in single year increments (June. 1, 2024 through June 30, 2025) and (July 1, 2025 through June 30, 2026).

Compensation and Payment Process

Notice to Proceed - Purchase Order Required – Prior to Work; Services Rendered

No work or service may be rendered until the contractor/provider receives an official purchase order authorizing the service to begin.

A. Fee Payment

- The District shall pay the Contractor/Provider the rates as specified in the Contractor/Provider's response and in the Board of Education Resolution (**Exhibit A**) awarding this contract. The total estimated contract amount for **Title I, Title III and Title IV Instruction** for this solicitation should not exceed **\$6,729,035.00** which represents the Nonpublic Schools Grant Allocations for those schools selecting this Contractor/Provider. (**Exhibit B**) Increases may occur due to carryover of federal funding for these services and will be revised at that time.
- The total contract amount for Chapter 192/193 services is estimated not to exceed **\$14,294,959.04** based on the 2022/2023 Per Pupil Allocations as published by the State of New Jersey Department of Education but will increase due to additional funding requests. **The 2022/2023 rates less a Six Percent (6%)administrative fee are as follows:**

	PER PUPIL	PER MONTH /PER SERVICE
COMP ED	\$929.01	\$92.90
ESL	\$942.12	\$94.21
SI	\$776.44	\$77.64
SPEECH	\$874.20	\$87.42

The contract amount may not be exceeded unless authorized by the Board of Education in writing. Contracted vendors may only exceed the amount on the purchase order when authorized by the district in writing. The authorization will be in the form of a new purchase order being issued to the contractor and signed by the Board Secretary.

- **Monitoring Contract Amount-**

Vendor Responsibility! The Board asks all vendors to monitor all bills and invoices to ensure they do not exceed the total contract amount. Vendors are asked to contact the respective administrator, forty five (45) days in advance, if the total contract amount is being exceeded.

- **Exceeding Contract Amount –Unauthorized Service!**
Any vendor who exceed the total contract amount without receiving a formal written authorization shall be personally liable for the excess contract costs. Please monitor your invoices.
- B. The Contractor/Provider shall only be paid for actual services rendered in accordance with this Agreement. There shall be no advance payments.
- C. The Contractor/Provider shall submit duly verified invoices along with a Monthly Expenditure Report to the Board. The monthly invoice must include all detailed services provided and other documentation as requested by the Board to ensure compliance with the Services. Invoices providing the required documentation shall be presented to the Board of Education following audit and inspection by the District's authorized representative pursuant to N.J.S.A. 18A:19-1 et seq., and proper execution by the Contractor/Provider of school vouchers and other documents which may be required for the proper fiscal management of the Services consistent with the Federal and State Law. The Board shall, in no instance, pay interest, penalty or late fees.
- D. The Board will endeavor to release payment to the Contractor/Provider in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, have been provided to the District's Business Office by the 15th of the month succeeding that in which the Services were performed. Notwithstanding, and in addition to, any payment requirements set forth herein, final bills for Services rendered under this Agreement shall be submitted by August 1st of the fiscal school year succeeding the expiration of this Agreement for any Services performed in the month or months prior, to allow the District to review the payment request and release payment after a final accounting of services and funds has been completed.
- E. In the event the Board reasonable requests additional information in order to confirm an amount claimed on the Monthly Invoice, Contractor/Provider agrees to provide same within five (5) working days of the request, or as soon thereafter as is possible. The Board/Administration will provide Contractor/Provider with written correspondence explaining its reason for disputing a particular payment amount.

Termination

Termination for Cause. If either party fails to comply with any of the obligations required of it in this contract, written notice specifying the failure must be provided to the breaching party. If the party fails to remedy and cure such failure within fifteen (15) days, then the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of that intention.

Termination for Convenience. The District may terminate this Agreement at any time upon giving ten (10) days' prior written notice to the CONTRACTOR.

Notwithstanding the above, the Contractor will not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by the Contractor in addition to the District's other remedies, and the District may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of damages due the District from the Contractor is determined.

If the Board determines that the contractor has failed to comply with the terms and conditions of the Proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.


The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

Subject to Board Approval

This Agreement is subject to the approval of the Lakewood Board of Education. Upon such approval, the Board President, or his designee, is authorized to sign the Agreement on behalf of the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

For the Contractor/Provider:

	09/20/2022
President/Officer/Official	Date
Tova Kammer	09/20/2022
Secretary/Witness	Date

For the Board:



	9/21/2022
Board President	Date
	9/21/2022
School Board Secretary	Date

EXHIBIT A
BOARD RESOLUTION



Lakewood Board of Education

200 Ramsey Avenue, Lakewood, NJ 08701

Main Office: (732) 364-2400 Fax: (732) 905-3687

Laura A. Winters, Superintendent of Schools

RESOLUTION

- A. Move to Record and Award Competitive Contract CC 02-2223 received on June 30, 2022 @ 10:00 a.m. for Nonpublic Instructional Services for Title I, III, IV and Chapter 192/193. Three (3) responses were received and scored by an evaluation committee based on a 100 point system as follows:

Tree of Knowledge:

SERVICE	TECHNICAL (MAX 45 PTS)	MANAGEMENT (MAX 55 PTS)	COST (DETERMINED BY STATE OF NJ)	TOTAL SCORE
Line Item 0001 Chapter 192/193				
Scorer #1	45	50		
Scorer #2	45	50		
Scorer #3	45	50		
Average Score	45	50	0	95
Line Item 0002 Title I	TECHNICAL (MAX 35 PTS)	MANAGEMENT (MAX 30 PTS)	COST (MAX 35 PTS)	
Scorer #1	34	30		
Scorer #2	34	30		
Scorer #3	34	30		
Average Score	34	30	28.65	92.65
Line Item 0003 Title III	TECHNICAL (MAX 35 PTS)	MANAGEMENT (MAX 30 PTS)	COST (MAX 35 PTS)	
Scorer #1	28	30		



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Scorer #2	28	30		
Scorer #3	28	30		
Average Score	28	30	28.65	86.65
Line Item 0004 Title IV	TECHNICAL (MAX 35 PTS)	MANAGEMENT (MAX 30 PTS)	COST (MAX 35 PTS)	
Scorer #1	34	30		
Scorer #2	34	30		
Scorer #3	34	30		
Average Score	34	30	28.65	92.65
Average All Services				91.74 points

Tender Touch:

SERVICE	TECHNICAL (MAX 45 PTS)	MANAGEMENT (MAX 55 PTS)	COST (DETERMINED BY STATE OF NJ)	TOTAL SCORE
Line Item 0001 Chapter 192/193				
Scorer #1	45	55		
Scorer #2	45	55		
Scorer #3	45	55		
Average Score	45	55	0	100
Line Item 0002 Title I	TECHNICAL (MAX 35 PTS)	MANAGEMENT (MAX 30 PTS)	COST (MAX 35 PTS)	
Scorer #1	35	30		
Scorer #2	35	30		



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Scorer #3	35	30		
Average Score	35	30	27.74	92.74
Line Item 0003 Title III	TECHNICAL (MAX 35 PTS)	MANAGEMENT (MAX 30 PTS)	COST (MAX 35 PTS)	
Scorer #1	35	30		
Scorer #2	35	30		
Scorer #3	35	30		
Average Score	35	30	27.74	92.74
Line Item 0004 Title IV	TECHNICAL (MAX 35 PTS)	MANAGEMENT (MAX 30 PTS)	COST (MAX 35 PTS)	
Scorer #1	35	25		
Scorer #2	35	25		
Scorer #3	35	25		
Average Score	35	25	27.74	92.74
Average All Services				94.55 points

Catapult

SERVICE	TECHNICAL (MAX 45 PTS)	MANAGEMENT (MAX 55 PTS)	COST (DETERMINED BY STATE OF NJ)	TOTAL SCORE
Line Item 0001 Chapter 192/193				
Scorer #1	43.5	52		
Scorer #2	43.5	52		
Scorer #3	43.5	52		



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Average Score	43.5	52	0	95.5
Line Item 0002	TECHNICAL	MANAGEMENT	COST (MAX 35	
Title I	(MAX 35 PTS)	(MAX 30 PTS)	PTS)	
Scorer #1	33.5	29		
Scorer #2	33.5	29		
Scorer #3	33.5	29		
Average Score	33.5	29	29.51	92.01
Line Item 0003	TECHNICAL	MANAGEMENT	COST (MAX 35	
Title III	(MAX 35 PTS)	(MAX 30 PTS)	PTS)	
Scorer #1	35	27		
Scorer #2	35	27		
Scorer #3	35	27		
Average Score	35	27	29.51	91.51
Line Item 0004	TECHNICAL	MANAGEMENT	COST (MAX 35	
Title IV	(MAX 35 PTS)	(MAX 30 PTS)	PTS)	
Scorer #1	33	30		
Scorer #2	33	30		
Scorer #3	33	30		
Average Score	33	30	29.51	92.51
Average All				92.88 points
Services				

COST COMPONENT FOR CATEGORIES 0001, 0002, AND 0003 PER VENDOR:

Category Hourly Rate (Max 35 pts)	Tree of Knowledge	Tender Touch	Catapult
MA Certified Teacher	\$110	\$112	\$94



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Point Value	29.9	29.37	35
BA Certified Teacher	\$100	\$96	\$88
Point Value	30.8	32.08	35
Para/Sub	\$70	\$90	\$67.18
Point Value	33.59	26.12	35
LCSW,LPC, PSY.D., PH.D. Psychology	\$125	\$135	\$151.76
Point Value	35	32.41	28.85
LSW/LAC	\$80	\$120	\$144.54
Point Value	35	22.4	19.37
ESL Teacher	\$110	\$102	\$94
Point Value	29.9	32.25	35
Speech & Language Pathologist	Not Submitted	\$112	\$99.59
Point Value	0	31.25	35
Title IV Presentations	\$275	\$600	\$750
Point Value	35	16.04	12.83
Average Points All Categories for Cost Used for Total Score Calculations	28.65	27.74	29.51

*Complete Committee Report and supporting documentation is on file in the business office.

Move to Award Tree of Knowledge with a total score of 91.74 points, Tender Touch with a total score of 94.55 points and Catapult with a total score of 92.89 points to provide Nonpublic Instructional Services for Chapter 192/193, Title I, III, & IV as each respondents proposal was responsive and responsible to the specifications of CC 02-2223 and each score exceeded the requisition score of 75 points. This award is for a period of two (2) school years from July 1, 2022 through June 30, 2024 with an option to renew for two (2) additional years. Award is pending Nonpublic School vendor selection and cannot exceed each school's grant allocations for each category. This award is also pending the requirement to advertise a Committee Evaluation Report for 48 hours prior to the contract award pursuant to NJSA 18A:18A-4.5(d).



Lakewood Board of Education

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Laura A. Winters, Superintendent of Schools

RESOLUTION

6. Approve the following *correction/revision* to the 192/193 contract, which was approved on July 6, 2022:

Days Missed/School Events/Teacher Absences under Chapter 192/193.

Contractor shall ensure that students are scheduled to be seen a minimum of one (1) time per week. Contractor shall provide Services to each student a minimum of two (2) times per month. Contractor shall not be entitled to compensation unless Contractor actually provides the Services, e.g. Contractor shall not be entitled to compensation if Contractor is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of Contractor, its officers, agents, employees and/or subcontractors. Contractor shall be permitted to miss up to one (1) session per month in the event of (1) school events or trips with written confirmation from the school, or (2) a teacher's absence from school.

Notwithstanding the foregoing, Contractor shall be entitled to compensation and provide Services to each student a minimum of one (1) time per month in the event of school closures, midterm and final weeks for high school, and during the Jewish holiday months, e.g. September or October.

MOTION TO APPROVE TO ACCEPT THE ADDITIONS TO THE AGENDA, BUSINESS & SUPERINTENDENT AGENDA AS AMENDED (passed)

Final Resolution: Motion Carries

6 Aye: Moshe Bender, Chanina Nakdimen, Shlomo Stern, Eliyahu Greenwald, Meir Grunhut, Moshe Raitzik

0 Nays:

0 Abstained:

3 Absent: Ada Gonzales, Heriberto Rodriguez, Isaac Zlatkin

CERTIFICATION

I, Kevin Campbell, Assistant Business Administrator/ Board Secretary to the Board of Education of the Township of Lakewood, hereby certify the foregoing is a true copy of the Resolution adopted by the Board of Education of the Township of Lakewood, County of Ocean, at the public meeting held on the 24th day of August, 2022.

Kevin Campbell/Assistant Business Administrator/Board Secretary



Lakewood Board of Education

200 Ramsey Avenue, Lakewood, NJ 08701

Main Office: (732) 364-2400 Fax: (732) 905-3687

Laura A. Winters, Superintendent of Schools

MOTION TO APPROVE TO ACCEPT THE ADDITIONS TO THE AGENDA, BUSINESS & SUPERINTENDENT AGENDA AS AMENDED (passed)

6 Aye: Moshe Raitzik, Chanina Nakdimen, Heriberto Rodriguez, Shlomo Stern, Isaac Zlatkin, Eliyahu Greenwald

0 Nays:

0 Abstained:

3 Absent: Moshe Bender, Ada Gonzalez, Meir Grunhut

CERTIFICATION

I, Kevin Campbell, Assistant Business Administrator/ Board Secretary to the Board of Education of the Township of Lakewood, hereby certify the foregoing is a true copy of the Resolution adopted by the Board of Education of the Township of Lakewood, County of Ocean, at the public meeting held on the 6th day of July, 2022.

Kevin Campbell/Assistant Business Administrator/Board Secretary



Lakewood Board of Education

200 Ramsey Avenue, Lakewood, NJ 08701

Main Office: (732) 364-2400 Fax: (732) 905-3687

Laura A. Winters, Superintendent of Schools

RESOLUTION

76. **Approve the Scope of Services/Description of Title I Non-Public Counseling/Social Emotional services:**
- **Non-instructional supports like behavior and social and emotional learning**
 - **Services like counseling, specialized instructional support services, mentoring services, preparation for postsecondary education and the workforce, behavioral supports, early intervention services, and other activities**
 - **Individual, family and school Crisis Intervention Services**
 - **Evaluate and implement additional services needed beyond the Child Study Team scope.**
 - **Counseling based off of individual student needs**
 - **Assessment, planning, coordination, monitoring, and evaluation of options and resources to meet the individual specific needs of the student**
 - **Referrals to Resource agencies within the community**
 - **Individual, small and large group topics**
 - **Educational services for students, staff, and parents on substance abuse, conflict, mental and behavioral issues**
 - **Professional development and consultation services for teachers and administration on individual student needs**

MOTION TO APPROVE TO ACCEPT THE ADDITIONS TO THE AGENDA, BUSINESS & SUPERINTENDENT AGENDA AS AMENDED (passed)

Final Resolution: Motion Carries



Lakewood Board of Education

200 Ramsey Avenue, Lakewood, NJ 08701

Main Office: (732) 364-2400 Fax: (732) 905-3687

Laura A. Winters, Superintendent of Schools

6 Aye: Moshe Bender, Chanina Nakdimen, Shlomo Stern, Eliyahu Greenwald, Meir Grunhut,
Moshe Raitzik

0 Nays:

0 Abstained:

3 Absent: Ada Gonzales, Heriberto Rodriguez, Isaac Zlatkin,

CERTIFICATION

I, Kevin Campbell, Assistant Business Administrator/ Board Secretary to the Board of Education of the Township of Lakewood, hereby certify the foregoing is a true copy of the Resolution adopted by the Board of Education of the Township of Lakewood, County of Ocean, at the public meeting held on the 24th day of August, 2022.



Kevin Campbell/Assistant Business Administrator/Board Secretary

EXHIBIT B

SCOPE OF SERVICES



Scope of Services (Technical Criteria): CHAPTER 192/193

192 Instructional Services Program Requirements:

1. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.
2. Services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46A -1et seq. (Chapter 192 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.- and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.
3. The Agency/Service Provider shall maintain a copy of all documents submitted to the Board of Education for audit purposes. The Agency/Service provider cannot begin services until all forms have been approved by the Board of Education and transmitted the approval to the Agency/Service Provider.
4. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Auxiliary Report" (see N.J.S.A. 18A:6-4).
5. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6.2(I).
6. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.
7. The Agency/Service Provider shall prepare and provide to the District any and all documents required pursuant to N.J.A.C. 6A:14-6.2.
8. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.
9. The Agency/Service Provider agrees to gather the testing data required to determine student eligibility from each of the participating nonpublic schools. The district is not responsible for the cost of testing.
10. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00

A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number and email address of said individual.

11. The Agency/Service Provider will provide an external digital copy and hard copy of the teacher and student schedules and attendance. This will be submitted along with the monthly bill.
12. The Agency/Service Provider will provide monthly teacher and student schedules for all services due on the first of the month.
13. The Agency/Service Provider will provide on a monthly basis, for each service, the number of students who were serviced during the month and the number of students who were exited from the program.
14. Students receiving services shall be scheduled and seen for a minimum of one 30 minute session per week per service. Services can be provided in a push-in or pull-out model. However, students may not miss more than 60% of any class between all grant funded services.
15. The Agency/Service Provider will not be responsible to provide services to students during Holidays that are on the school's calendar and during weather-related school closures.
16. Contractor shall ensure that students are scheduled to be seen a minimum of one (1) time per week. Contractor shall provide Services to each student a minimum of two (2) times per month. Contractor shall not be entitled to compensation unless Contractor actually provides the Services, e.g. Contractor shall not be entitled to compensation if Contractor is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of Contractor, its officers, agents, employees and/or subcontractors. Contractor shall be permitted to miss up to one (1) session, which means one (1) calendar week, per child, per service per month in the event of (1) school events or trips with written confirmation from the school, or (2) a teacher's absence from school; provided, however, in the event that a teacher is absent more than one (1) calendar week, per child, per service, per month, Contractor will be entitled to compensation if an additional/compensatory session was provided over the billing month (i.e., Student was serviced more than once a week). Notwithstanding the foregoing, Contractor shall be entitled to compensation and provide Services to each student a minimum of one (1) time per month in the event of school closures, midterm and final weeks for high school, and during the Jewish holiday months, e.g. September or October.
17. The Agency/Service Provider is responsible for providing substitute teachers in the event that the 192/193 teacher is absent.
18. The Agency/Service Provider shall prepare, and manage the submission of any and all required application forms, including, but not limited to, "Form 407-1" and eligibility criteria in a timely fashion, as outlined by the Board of Education. Students receiving Comp Ed Math, Comp Ed Reading, and/or ESL services must have a copy of the test and scoring sheet used by the testing company attached.
19. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.

20. The Agency/Service Provider will provide all required materials to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units, the units purchased by the school district shall become property of the school district.
21. The Agency/Service Provider shall provide monthly bills and must be submitted no later than thirty (30) days after the services have been provided to the district's Chapter 192/193 Office. In addition, a certification shall be attached to all billings that the bills are accurate and in accordance with all applicable laws and regulations. The district will not assume responsibility for payment of services when documentation is not submitted accurately or within the deadlines set forth.
22. The Agency/Service Provider shall provide any and all technical support to the school district for any and all audits of the service provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit findings and will be responsible for any and all litigation or appeals of any and all audit findings which are due to the intentional misconduct or negligence of the Agency/Service Provider. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and for federal aid due to the intentional misconduct or negligence of the Agency/Service Provider.
23. Compensatory Education (Math/English Language Arts Literacy) and English as a Second Language services must comply with the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students (August 2018)
24. Requirements subject to change based on updated manuals and monitoring reports.
25. The Agency/Service Provider will provide a copy of all technical specifications of this RFP/Contract to all supervisors and teachers and non-public schools to review. All staff members must review the document and sign a disclaimer that they have reviewed and read the contract and technical specifications of the RFP. Disclaimers will be sent to the District by the end of September.

Chapter 192 Compensatory Education (Math/English Language Arts Literacy)

1. The Agency/Service Provider shall provide Compensatory Education to eligible pupils in Communications (Reading and/or Writing) and Computation (Mathematics). (N.J.A.C. 6:8).
2. Compensatory Education Services shall be supplemental to the regular instruction in English, language arts, and math.
3. The nonpublic school is responsible for administering any assessments and providing to the local district or third-party provider all information for determining eligibility.

4. With regards to Compensatory Education services, the Agency/Service Provider shall assess annually each pupil receiving said services in reading, writing and mathematics with the cost of the same to be borne exclusively by the Agency/Service Provider. The assessment shall not be limited to standardized test scores, but shall include the use of additional diagnostic or criterion referenced information, such as teacher ratings, report cards, writing samples, and book level tests.
5. For grades K-2, eligibility for services shall be determined based upon the submission of
 - o a 407-1 form
 - o a Teacher Observation Form
 - o a minimum of three (3) work samples collected over time (not from consecutive days)
 - o two (2) tests with an accurate score

Samples must be original student work including students' names. Samples should be graded appropriately and exhibit a need for services.

6. For grades 3-12, eligibility for services shall be determined based upon the submission of
 - o a 407-1 form
 - o a comprehensive score that falls below the 40th national percentile (NP).

Scores that fall between 40 and 49 shall be considered when submitted with

- o a 407-1 form
 - o a minimum of three (3) work samples collected over time (not from consecutive days)
 - o two (2) tests with an accurate score
7. The Service Provider shall obtain the copy of the standardized test scores issued by the testing company, including a comprehensive score for both Math and English Language Arts, from each nonpublic school and provide to the district prior to submitting 407-1 forms for students in that school.
 8. When using test scores to determine eligibility, only comprehensive scores will be considered.
 9. The Service Provider shall develop and implement an individual student improvement plan for the students in need of compensatory education. The student improvement plan may be kept by the service provider, but must be returned to the district if the provider is terminated. An individual student improvement plan in reading, writing and/or mathematics addresses the student's needs, instructional program (goals and measurable objectives, frequency and duration, and also teaching techniques, materials, and resources), evaluation procedures that are used to measure progress toward performance standards, and exit criteria.
 10. Students being serviced shall have the eligibility criteria as per the Board of Education criteria and in accordance with the *NJDOE Guidelines for Auxiliary and Remedial Services for Nonpublic School Students*.

11. The Agency/Service Provider is responsible for end of the year portfolios for Kindergarten, for each service the student receives. This portfolio must be kept each year and turned over to the district at the completion of each year. By the end of the Kindergarten year, the portfolio should include the following:

- Student's report card from nonpublic school
- End of Year Progress Report / Reflection (completed by service teacher - one per service)
- Continued Service Recommendation Form
- Students standardized test(s) and scores (s) (if applicable)
- Two (2) graded/corrected work samples for each month the student received services

For students continuing services in the following year the following documentation will be needed:

- 407-1 form
- Teacher Survey/Observation Form (one per service)
- One (1) teacher test from May or June

12. The Agency/Service Provider is responsible for collection of End of Year Progress/Reflection Form and Continued Service Recommendation Form for all students serviced in first grade.

For students continuing services in the following year:

- 407-1 form
- Teacher Observation Form
- Minimum of four (4) work samples collected over time (not from consecutive days), beginning in April. Work samples must be original, include students name and graded appropriately and include at least one work sample from each month of April, May, and June,
- Two (2) tests that must have an accurate score and must be administered no earlier than May 1st.

13. The Agency/Service Provider is responsible for collection of End of Year Progress/Reflection Form for all students serviced in second grade.

For students continuing services in the following year, the general eligibility criteria for Grade 3:

- 407-1 form with a comprehensive score

14. All end of the year paperwork (i.e. portfolios) is due to the district no later than July 15.

ESL - (English as a Second Language)

1. The Agency/Service Provider shall provide Compensatory Education to eligible pupils in English as a Second Language to eligible pupils identified as limited English proficient (N.J.A.C. 6A:15 et seq.).
2. With regards to English as a Second Language Services, the Agency/Service Provider shall notify the parents or guardians in their native language to ensure parental understanding of the process, their rights, and information needed on the 407-1 form.

3. The Agency/Service Provider is responsible for an Individual Student Improvement Plan for ESL that addresses the following:
 - The student's needs assessment in English Language Skills (oral comprehension, speaking, reading and writing)
 - Instructional program (goals and measurable objectives, frequency and duration and also teaching techniques, materials and resources)
 - Evaluation procedures that are used to determine progress toward performance objective
 - Criteria used for exiting the ESL Program
 - Exemptions from standardized test in English, if applicable

Chapter 193 Instructional Services Program Requirements:

1. Agency/Service Provider shall provide Corrective Speech Services and Supplementary Instruction Services to eligible pupils who are enrolled full-time in a non-public school in accordance with New Jersey Department of Education Guidelines under P.L. 193, N.J.S.A. 18A:46-19.1 to 19.9.
2. The Agency/Service Provider shall be responsible to notify in writing, any and all non-public schools within the Lakewood School District, regardless of religious orientation, as to the availability of the services herein by no later than October 1 of the current school year and provide a copy of same to District's Chapter 192/193 office.
3. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Auxiliary Report" (see N.J.S.A. 18A:6-4).
4. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6.2(I).
5. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.
6. The Agency/Service Provider shall prepare and provide to the District any and all documents required pursuant to N.J.A.C. 6A:14-6.2.
7. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.
8. The approved Agency/Service Provider shall develop and implement an individual student improvement plan for each student serviced and collect data to monitor progress.
9. The Agency/Service Provider will prepare, complete and forward to the Director of Grants any and all forms required by the State of New Jersey, in a timely fashion in

order to meet all district and state deadlines. Same will be “ready” to be directly transmitted to the State of New Jersey.

10. The Agency/Service Provider shall provide, upon request, reports and/or documentation/information requested by the Director of Grants.
11. The Provider agrees to gather the testing data required to determine eligibility and provide service plans outlining services in a timely manner. All service plans will be attached to students' 407-1 forms. Service plans must include duration of service plan, frequency page, signature page and applicable case notes and backup documents. Service plans that expire during the contract year must be updated before services can continue.
12. All submitted documentation must be clear and legible.
13. Copies of any and all assessments and notices referred to above shall be provided via certified mail (return receipt requested) where applicable to:
 - o The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Director of Grants;
 - o The school attended by the child in question, with a copy of the transmittal letter to the Director of Grants and; and
 - o The Director of Grants.
14. Interim Reports of services shall be delivered by the Agency/Service Provider, on a monthly basis, to the Director of Grants.
15. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number and email address of said individual.
16. The Agency/Service Provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal by the due date for the submission of the Request for Proposal.
17. The Agency/Service Provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement.
18. The Agency/Service Provider will provide an external digital copy and hard copy of the teacher and student schedules and attendance. This will be submitted along with the monthly bill.
19. The Agency/Service Provider will provide monthly teacher and student schedules for all services due on the first of the month.
20. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of

Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.

21. The Agency/Service Provider will provide all required materials to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units, the units purchased by the school district shall become property of the school district.
22. The Agency/Service Provider shall provide to the district's Chapter 192/193 Office monthly bills which must be submitted no later than thirty (30) days after the services have been provided. In addition, a certification shall be attached to all billings that the bills are accurate and in accordance with all applicable laws and regulations. The district will not assume responsibility for payment of services when documentation is not submitted accurately or within the deadlines set forth.
23. The Agency/Service Provider shall provide any and all technical support to the school district for any and all audits of the service provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit findings and will be responsible for any and all litigation or appeals of any and all audit findings which are due to the intentional misconduct or negligence of the Agency/Service Provider.
24. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and for federal aid.
25. Speech-Language services and Supplementary Instruction must comply with the NJDOE Guidelines for Auxiliary and Remedial Services (Chapters 192 and 193) for Nonpublic School Students (August 2018)
26. Students receiving services shall be seen for a minimum of one 30 minute session per week per service. Services can be provided in a push-in or pull-out model. However, students may not miss more than 60% of any class between all grant funded services.
27. The Agency/Service Provider will not be responsible to provide services to students during Holidays that are on the school's calendar and during weather-related school closures.
 - (2) Contractor shall ensure that students are scheduled to be seen a minimum of one (1) time per week. Contractor shall provide Services to each student a minimum of two (2) times per month. Contractor shall not be entitled to compensation unless Contractor actually provides the Services, e.g. Contractor shall not be entitled to compensation if Contractor is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of Contractor, its officers, agents, employees and/or subcontractors. Contractor shall be permitted to miss up to one (1) session, which means one (1) calendar week, per child, per service per month in the event of (1) school events or trips with written confirmation from the school, or (2) a teacher's absence from school; provided, however, in the event that a teacher is absent more than one (1) calendar week, per child, per service, per month, Contractor will be entitled to compensation if an additional/compensatory session was provided over the billing month (i.e., Student was serviced more than once a week). Notwithstanding the foregoing, Contractor shall be entitled to compensation and provide Services to each student a minimum of one (1) time per month in the event of school closures, midterm and final weeks for high school, and during the Jewish holiday months, e.g. September or October.

student a minimum of one (1) time per month in the event of school closures, midterm and final weeks for high school, and during the Jewish holiday months, e.g. September or October.

29. The Agency/Service Provider is responsible for providing substitute teachers in the event that the 192/193 teacher is absent.

30. The Agency/Service Provider will provide a copy of all technical specifications of this RFP/Contract to all supervisors and teachers and non-public schools to review. All staff members must review the document and sign a disclaimer that they have reviewed and read the contract and technical specifications of the RFP. Disclaimers will be sent to the District by the end of September.

31. The dress code of instructors shall be adhered to. The dress code is below:

Appropriate dress for female staff:

- Dresses and skirts must cover the knee with no slits.
- Pants/shorts may not be worn.
- No jeans or jean clothing of any color are acceptable.
- Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks or stockings should be worn.
- Earrings on females are the only visible piercing allowed.
- Clothing should not be form fitting or tight.
- No Tattoos should be exposed.

Appropriate dress for male staff:

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.
- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

Speech Language Services

1. Speech-Language services include language, articulation, voice and fluency and are to be provided to a classified student in addition to the regular instructional program which is specified in the student's service plan.

2. Speech/language therapy classes will consist of no more than five (5) in a group experiencing similar articulation and language disorders.

Supplemental Instruction

1. Supplemental Instruction grouping will consist of five (5) students or less exhibiting similar needs as identified in their Service Plans.
2. Supplementary instruction is provided to students with disabilities in addition to the primary instruction for the subject being taught. The program of supplementary instruction shall be specified in the student's ISP.

Management Criteria (Qualifications)

1. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) submitted as of the due date for the submission of the Request for Proposal
2. The Agency/Service provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep the same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service provider will conduct criminal background checks of all staff, at their cost, and provide copies of the same, along with copies of applicable certifications, to the Director of Grants prior to the commencement of the school year.
3. All staff must possess the appropriate licenses by grade level and/or content area to provide the services and continue to possess those licenses during the term of the contract awarded. The providing services must have at a minimum, a provisional certificate appropriate to the grade and/or content/service.
4. Agency shall provide copies of all certifications to the school district by September 1 and subsequently upon hire of each teacher.
5. The Agency/Service Provider shall provide evidence of an effective record keeping system/platform.
6. 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)

7. The provider must have experience providing similar programs, preferably in the state of New Jersey, for at least five (5) years in at least three (3) districts.



Scope of Services (Technical Criteria) TITLE I

Student Eligibility

1. In order to receive Title I services, a student shall:
 - a. Attend a registered nonpublic school;
 - b. Reside in the Lakewood Board of Education attendance area;
 - c. Be identified as per the district's eligibility guidelines below through multiple, educationally related, objective criteria, as failing or most at-risk of failing, to meet challenging State academic achievement standards.

Title I Multiple Criteria Eligibility Requirements

Service	Grades Pre K-2	Grades 3-12
ELA	<p>A) Approved Eligibility for Comp Ed in ELA</p> <p style="text-align: center;">or</p> <p>B)</p> <ol style="list-style-type: none"> 1) District's ELA Teacher Referral Form and 1) 3 <u>Classroom</u> Work Samples and 2) 2 <u>Classroom Teacher</u> Assessments <u>graded by the Classroom Teacher</u> 	<ol style="list-style-type: none"> 1) District's ELA Teacher Referral Form and 2) <ol style="list-style-type: none"> i) ELA IOWA Score below 40th percentile or ii) Approved Eligibility for Comp Ed in ELA (for ELA IOWA Scores between the 40th and 49 percentile)
Math	<p>A) Approved Eligibility for Comp Ed in Math</p> <p style="text-align: center;">or</p> <p>B)</p> <ol style="list-style-type: none"> 1) District's Math Teacher Referral Form and 2) 3 <u>Classroom</u> Work Samples and 3) 2 <u>Classroom Teacher</u> Assessments <u>graded by the Classroom Teacher</u> 	<ol style="list-style-type: none"> 1) District's Math Teacher Referral Form and 2) <ol style="list-style-type: none"> i) Math IOWA Score below 40th percentile or ii) Approved Eligibility for Comp Ed in Math (for Math IOWA Scores between the 40th and 49 percentile)
Science	<ol style="list-style-type: none"> 1) District's Science Teacher Referral Form and 2) 3 <u>Classroom</u> Work Samples and 3) 2 <u>Classroom Teacher</u> Assessments <u>graded by the Classroom Teacher</u> 	<ol style="list-style-type: none"> 1) District's Science Teacher Referral Form and 2) Science IOWA Score below 40th percentile
Hebrew	<p>A) Approved Eligibility for Comp Ed in ELA</p> <p style="text-align: center;">or</p> <p>B)</p> <ol style="list-style-type: none"> 1) District's Hebrew Teacher Referral Form and 2) District's Hebrew Assessment <u>administered by the classroom teacher</u> 	<ol style="list-style-type: none"> 1) District's Hebrew Teacher Referral Form and 2) <ol style="list-style-type: none"> i) ELA IOWA Score below 40th percentile or ii) Approved Eligibility for Comp Ed in ELA (for ELA IOWA Scores between the 40th and 49 percentile) or iii) District's Hebrew Assessment administered by the classroom teacher

SEL

- 1) District's Additional Service Teacher Referral Form
and
- 2) Approved Eligibility for Title in ELA, Math, or Hebrew

2. Eligibility must be established by the school prior to a student receiving services. Supporting documentation must be submitted, at the latest, with the initial bill for that student.
3. Title I funds shall not be used to identify nonpublic school children who may be eligible to participate in the program, nonpublic school data shall be used for this purpose. The Lakewood Board of Education will not pay for any testing to identify eligible Title I students.

Student Services

4. Students found eligible for both Chapter 192 Compensatory Services, as well as Title I Basic Skills, shall receive applicable Chapter 192 services first.
5. Services may be offered to all eligible Title I students in grades K through 12 in the following areas:

- a. English Language Arts (ELA);
- b. Mathematics;
- c. *Science*;
- d. Foreign Language;
- e. Counseling Programs;

NOTE: Counseling Programs may be used to help remove barriers that may inhibit learning.

- f. STEM – should the State and the Board of Education designate funds towards that purpose;
- g. ARTS – should the State and the Board of Education designate funds towards that purpose; and
- h. Early Transition Programs for grades PreK through 3 – should the State and the Board of Education designate funds towards that purpose.

6. 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.

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.

7. Title I service delivery methods may be in the form of pullout, extended day, or extended year models. During the school day, the program shall be in the form of pull-out only. Title I services **shall not** be provided through cooperative learning or co-teaching with private school staff.
8. Title I teachers may teach the skills the students are lacking, but they should not be working primarily on homework for the regular classroom. To facilitate the delivery of well-coordinated and high-quality services, Title I teachers, teachers of nonpublic school participants, and nonpublic school officials may meet with Lakewood Board of Education staff to discuss the design and development of the Title I program. One-on-one meetings between Title I teachers and nonpublic school teachers of Title I participants should also occur to ensure the Title I program supplements, and is well coordinated with, the regular classroom instruction received by the nonpublic school participants.

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.

9. Title I services shall be in addition to those services the nonpublic school already has in place and **not supplant** the primary instruction in any of the core academic areas from the regular classroom teacher. All participants shall receive their primary instruction in core academic areas from their regular classroom teacher first. Title I students shall receive regular instruction in the subject area for at least 40% of the class period. Eligible Title I participants shall receive instruction from their Title I teacher above and beyond their primary instruction.
10. The awarded respondents shall be responsible for gathering evaluation data of the Title I program throughout the school year. Reports shall be submitted to Lakewood Board of Education staff Tri-annually (3 times per year). Reports shall document students' growth and must also document the number of students entering and exiting the program.
11. Instructional dollars generated by low-income nonpublic school children who reside in the Title I attendance area must be used for ***instructional services only***. Instructional costs shall be defined as teacher and paraprofessional salaries, including fringe benefits, instructional books, materials, and equipment necessary to implement the Title I program. Instructional books,

materials and equipment shall be approved by Lakewood Board of Education staff prior to purchase.

12. Simply providing a private school with instructional materials and supplies is not an option because it is neither a proper Title I program, nor meets the equitability requirement.
13. Regulations require that the Lakewood Board of Education keep title to, and exercise continuing administrative control of, all materials, supplies, equipment and property that is acquired with Title I funds. Equipment and supplies placed in a private school shall be used solely for Title I purposes and shall be removable from the nonpublic school, without remodeling the nonpublic school facility in the event that Title I services cease to exist or if removal of materials, supplies, equipment is necessary to avoid unauthorized use of the items for other than Title I purposes. Non-Title I nonpublic school children shall not use materials paid with Title I funds. Each item purchased with Title I funds must be labeled "Property of Lakewood Board of Education" and the labels should not be either easily erased or removable. This does not include materials purchased directly by the vendor. The district will not reimburse the contractor for books, materials and equipment needed in the performance of Title I Instructional Services. The price proposed should include all costs.
14. Educational services or other benefits, including materials and equipment, must be secular, neutral and non-ideological.
15. (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)
16. Paraprofessionals providing instructional support must work under the direct supervision of a New Jersey certified teacher. A paraprofessional works under the direct supervision of a teacher if:
 - a. The teacher prepares the lessons and plans the instructional support activities that the paraprofessional carries out.
 - b. The Paraprofessional works in close and frequent proximity to the teacher.
17. Paraprofessionals may not work under the supervision of private school teachers.
18. A Title I program for nonpublic school participants staffed entirely by paraprofessionals shall not be permitted.
19. All staff must possess the appropriate licenses *and/or education level* by grade level and content area to provide the services and continue to possess those licenses during the term of the contract awarded. The providing services must have a standard certificate appropriate to the grade and/or content/service.

20. Agency shall provide copies of all certifications, transcripts, and degrees of all teaching staff paraprofessionals, and mental health professionals to the school district by September 1 of each year and subsequently upon hire of each teacher, paraprofessional, or mental health professional.
21. Counseling and school based mental health services must only be offered through a
- Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D, or Ph.D. in psychology or a
 - 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.
 - 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.
22. Title I Services must comply with the NJDOE and USDOE Guidelines
23. The Agency/Service Provider will provide a copy of all technical specifications of this RFP/Contract to all supervisors and teachers and non-public schools to review. All staff members must review the document and sign a disclaimer that they have reviewed and read the contract and technical specifications of the RFP. Disclaimers will be sent to the District by the end of September.
24. The dress code of instructors and/or counselors shall be adhered to. The dress code is below:

Appropriate dress for female staff:

- Dresses and skirts must cover the knee with no slits.
- Pants/shorts may not be worn.
- No jeans or jean clothing of any color are acceptable.
- Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks or stockings should be worn.
- Earrings on females are the only visible piercing allowed.
- Clothing should not be form fitting or tight.
- No Tattoos should be exposed.

Appropriate dress for male staff:

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.

- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

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.

Qualifications of Respondent (Management Criteria)

- 1) Each respondent must be independent of the nonpublic schools they service and any religious organizations.
- 2) Each respondent must be approved by the Commissioner of Education to provide supplementary instruction services.
- 3) Each respondent must provide the Lakewood Board of Education with a list of all staff working within the private schools they service. A current copy of each staff member's teaching certification and/or occupational license, along with proof of a completed background check from the New Jersey Department of Education Criminal History Review Unit, shall also be provided.



In order to receive Title III services, a student shall:

- 1) Attend a registered private school;
- 2) Be identified through:
 - a) Their score on the standardized English Language Proficiency Test such as the Mac II.
 - b) A Teacher Observation Rating Sheet.

Scope of Service (Technical Criteria) TITLE III

1. The successful company shall perform the following efforts to the satisfaction of the district:
 - a) To help ensure that children who are limited English proficient, including immigrant children, attain English proficiency, develop high levels of academic attainment in English, and meet the same challenging State academic content and student academic achievement standards as all children are expected to meet
 - b) To assist all limited English proficient children to achieve at high levels in the core academic content and student academic standards as all children are expected to meet.
- Title III Instructional services shall be provided in blocks of up to sixty (60), but not less than twenty (20) minutes, per day depending on school schedules and individual student needs
- Title III service delivery methods may be in the form of Push-in, Pull-out, extended day, or extended year models.
- Title III teachers may teach the skills the students are lacking, but they should not be working primarily on homework for the regular classroom. To facilitate the delivery of well-coordinated and high-quality services, Title III teachers, teachers of private school participants, private school officials and Lakewood Board of Education staff should meet and discuss the design and development of the Title III program. One-on-one meetings between Title III teachers and private school teachers of Title III participants should also occur to ensure the Title III program supplements, and is well coordinated with, the regular classroom instruction received by the private school participants.

- Title III services shall be in addition to those services the private school already has in place and not supplant the primary instruction in any of the core academic areas from the regular classroom teacher. Eligible Title III participants shall receive instruction from their Title III teacher above and beyond their primary instruction.
- The awarded respondents shall be responsible for gathering evaluation data of the Title III program throughout the school year. Reports shall be submitted to Lakewood Board of Education staff quarterly to determine the effectiveness of the Title III program and if changes need to be made to better serve Title III participants.
- Title III funds allocated to this contract must be used for instructional services only. The hourly rate for services shall include teacher and paraprofessional salaries, including fringe benefits, instructional books, materials, and equipment necessary to implement the Title III program. Instructional books, materials and equipment shall be purchased to be used for Title III instruction by the Title III teacher/Service Provider. Instructional books, materials and equipment shall be approved by the Lakewood Board of Education staff prior to purchase. In excess of the hourly rate proposed for services, no reimbursement in addition to the hourly rate for providing of services shall be made to the contractor for books, materials and equipment.
- Simply providing a private school with instructional materials and supplies is not an option because it is neither a proper Title III program, nor meets the equitability requirement.
- Regulations require the Lakewood Board of Education keep title to, and exercise continuing administrative control of, all materials, supplies, equipment and property that is acquired with Title III funds. Equipment and supplies placed in a private school shall be used solely for Title III purposes and shall be removable from the private school, without remodeling the private school facility, if Title III services cease to exist or if removal is necessary to avoid unauthorized use of the items for other than Title III purposes. Non-Title III private school children shall not use materials paid with Title III funds. Each item purchased with Title III funds must be labeled "Property of Lakewood Board of Education" and the labels should not be either easily erased or removable.
- Educational services or other benefits, including materials and equipment, shall be secular, neutral and non-ideological.
- (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)

- Paraprofessionals providing instructional support must work under the direct supervision of a New Jersey certified teacher. A paraprofessional works under the direct supervision of a teacher if:
 - a. The teacher prepares the lessons and plans the instructional support activities that the paraprofessional carries out.
 - b. The paraprofessional works in close and frequent proximity to the teacher.
- Paraprofessionals may not work under the supervision of private school teachers.
- A Title III program for private school participants staffed entirely by paraprofessionals shall not be permitted.
- Teachers hired by the successful respondents must be appropriately qualified to teach Title III students by holding NJ Standard ESL Certification.
- Agency shall provide copies of all certifications to the school district by September 1 and subsequently upon hire of each teacher and/or paraprofessional.
- Title III Services must comply with the NJDOE and USDOE Guidelines.
- The dress code of instructors and/or counselors shall be adhered to. The dress code is below:

Appropriate dress for female staff:

- Dresses and skirts must cover the knee with no slits.
- Pants/shorts may not be worn.
- No jeans or jean clothing of any color are acceptable.
- Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks or stockings should be worn.
- Earrings on females are the only visible piercing allowed.
- Clothing should not be form fitting or tight.
- No Tattoos should be exposed.

Appropriate dress for male staff:

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.
- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.

- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

Qualifications of Respondents (Management Criteria)

- 1) Each proposed employee shall have 3+ years of teaching experience, proof of which shall be provided for verification.
- 2) ESL certification - a copy of college degree, NJ Standard ESL Certification for at least three employees shall be submitted as part of the proposal.
- 3) Educational experience in providing services to Non-Public Schools is preferred, but is not required.



Scope of Service (Technical Criteria)-TITLE IV

1) Direct student services may be offered to students in grades kindergarten through grade 12 in the following areas:

a) Providing a Well-Rounded Education

- i) STEM and Computer Science;
- ii) Music and Arts;
- iii) Foreign Language;
- iv) American History, civics, economics, geography, government education, and environmental education;
- v) Accelerated Learning Programs including AP, IB, dual/concurrent enrollment programs;

b) Ensuring the Health and Safety of Students

- i) Establishing or improving dropout prevention;
- ii) Supporting re-entry programs and transition services for justice-involved youth;
- iii) Implementing programs that support a healthy, active, lifestyle including; (1) Nutrition

(2) Physical Education

- iv) Implementing systems and practices to prevent bullying and harassment;
- v) Developing relationship building skills to help improve safety through the recognition and prevention of coercion, violence, or abuse;

c) Effective Use of Technology

- i) Using technology to personalize learning and improve academic achievement;
- ii) Carrying out innovative blended learning projects;
- iii) Providing students with digital learning opportunities;

2) Direct student services include the following types of services:

- a) Direct Instruction
- b) Presentations
- c) School-based mental health service and counseling.

3) Title IV services shall be provided in blocks of up to sixty (60), but not less than twenty (20) minutes, per day depending on school schedules and individual student needs.

4) Title IV service delivery methods may be in the form of pullout, pushin, extended day, weekend, or extended year models.

5) Title IV Presentations shall be limited to two presentations/four hours per presenter in one year for a group of students.

6) Title IV teachers may not supplant core instruction. To facilitate the delivery of well-coordinated and high-quality services, Title IV teachers, teachers of nonpublic school participants, and nonpublic school officials may meet with Lakewood Board of Education staff to discuss the design and development of the Title IV program. One-on-one meetings between Title IV teachers and private school principals should also occur to ensure the Title IV program supplements, and is well coordinated with, the regular classroom instruction received by the private school participants.

7) Title IV services shall be in addition to those services the private school already has in place and not supplant the primary instruction in any of the core academic areas from the regular classroom teacher. All participants shall receive their primary instruction in core academic areas from their regular classroom teacher first. Title IV instruction shall be above and beyond the primary instruction from their core subject teacher.

8) The agency/provider shall submit to the district the details of a proposed Title IV program and acquire approval from the district prior to starting a Title IV direct services within a school.

9) The awarded respondents shall be responsible for gathering evaluation data of the Title IV program throughout the school year. Reports shall be submitted to Lakewood Board of Education staff quarterly to determine the effectiveness of the Title IV program and if changes need to be made to better serve the students.

10) Simply providing a nonpublic school with instructional materials and supplies does not constitute a proper Title IV program and cannot be billed for.

11) Regulations require that the Lakewood Board of Education keep title to, and exercise continuing administrative control of, all materials, supplies, equipment and property that is acquired with Title IV funds. Equipment and supplies placed in a nonpublic school shall be used solely for Title IV purposes and shall be removable from the private school, without remodeling the private school facility, if Title IV services cease to exist or if removal is necessary to avoid unauthorized use of the items for other than Title IV

purposes. Each item purchased with Title IV funds must be labeled "Property of Lakewood Board of Education" and the labels should not be either easily erased or removable.

12) Educational services or other benefits, including materials and equipment, must be secular, neutral and non-ideological.

13) Teachers hired by the successful respondents must be appropriately qualified to teach his or her subject matter.

14) (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)

15) Paraprofessionals providing instructional support must work under the direct supervision of a New Jersey certified teacher *who is certified in the area of instruction*. A paraprofessional works under the direct supervision of a teacher if:

a) The teacher prepares the lessons and plans the instructional support activities that the paraprofessional carries out.

b) The paraprofessional works in close and frequent proximity to the teacher.

c) the paraprofessional does not work under the supervision of a private school teacher.

16) A Title IV program for private school participants staffed entirely by paraprofessionals shall not be permitted.

17) Counseling and school based mental health services must only be offered through a

a) Licensed Clinical Social Worker, Licensed Professional Counselor, Psy.D, or Ph.D. in psychology or a

b) 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.

18) The dress code of instructors and/or counselors shall strictly be adhered to. The dress code is below:

Appropriate dress for female staff:

- Dresses and skirts must cover the knee with no slits.
- Pants/shorts may not be worn.
- No jeans or jean clothing of any color are acceptable.
- Shirts must cover the elbow and collar bone. No V-neck or scoop should be worn.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.

- Socks or stockings should be worn.
- Earrings on females are the only visible piercing allowed.
- Clothing should not be form fitting or tight.
- No Tattoos should be exposed.

Appropriate dress for male staff:

- Men must wear a dress shirt and pants.
- Shorts are not acceptable.
- No jeans or jean shirts of any color are acceptable.
- Flip-flops or sandals should not be worn. Only closed toe shoes should be worn.
- Socks should be worn.
- T-shirts or tank tops are not allowed.
- No earrings or piercings allowed.
- Clothing should be conventional and conservative.
- No Tattoos should be exposed

Qualifications of Respondents (Management Criteria)

- 1) Each proposed employee shall have 3+ years of teaching experience, proof of which shall be provided for verification.
- 2) Certification - a copy of college degree, NJ Standard Certification for at least three employees shall be submitted as part of the proposal.
- 3) Educational experience in providing services to Non-Public Schools is preferred, but is not required.

EXHIBIT C ALLOCATIONS

School Name	TI INST	TIII	TIV	Provider for Title I, III, IV Instruction
Aderes Bais Yaakov	\$ 80,052		\$ 6,699	Tender Touch Educational Services
Bais Hachinuch L'Banos	\$ 49,011	\$ 21,035	\$ 3,173	Tender Touch Educational Services
BAIS RIVKA ROCHEL SCHOOL	\$ 566,080		\$ 31,027	Tender Touch Educational Services
BAIS SHAINDEL H S GIRLS	\$ 356,149		\$ 23,153	Tender Touch Educational Services
Bais Yaakov Bnos Chayil	\$ 5,718		\$ 235	Tender Touch Educational Services
BAIS YAAKOV H S OF LAKEWOOD	\$ 291,617		\$ 16,572	Tender Touch Educational Services
Belz Institutions of Lakewood	\$ 156,836	\$ 37,948	\$ 9,049	Tender Touch Educational Services
BNOS DEVORAH	\$ 398,625		\$ 24,211	Tender Touch Educational Services
BNOS ORCHOS CHAIM	\$ 105,374		\$ 11,987	Tender Touch Educational Services
Bnos Tzippa	\$ 65,348		\$ 3,644	Tender Touch Educational Services
Cheder Eitz Chaim	\$ 24,506		\$ 2,585	Tender Touch Educational Services
CHINUCH L'BANOS T/A TIFERES CHAYA	\$ 150,301	\$ 13,289	\$ 8,462	Tender Touch Educational Services
Cong. MIKOR HATORAH	\$ 9,802		\$ 1,410	Tender Touch Educational Services
Congregation Vorka Education Center	\$ 7,405	\$ 2,914	\$ 470	Tender Touch Educational Services
DAMASEK ELIEZER	\$ 52,279		\$ 4,113	Tender Touch Educational Services
KESSER BAIS YAAKOV	\$ 160,920	\$ 14,639	\$ 9,990	Tender Touch Educational Services
Kochvei Ohr	\$ 21,238		\$ 1,175	Tender Touch Educational Services
Masores Bnos Yisroel, Inc.	\$ 146,217	\$ 1,563	\$ 7,169	Tender Touch Educational Services
Meiras Bais Yaakov	\$ 39,209		\$ 1,528	Tender Touch Educational Services
Meoros Bais Yaakov	\$ 13,887		\$ 8,345	Tender Touch Educational Services
Mesivta Gaon Yaakov	\$ 14,703		\$ 1,528	Tender Touch Educational Services
Mesivta of Central Jersey	\$ 17,154		\$ 1,175	Tender Touch Educational Services
MESIVTA OF EATONTOWN	\$ 6,535		\$ 1,175	Tender Touch Educational Services

Moreshe By	\$ 111,092		\$ 6,464	Tender Touch Educational Services
Nachlas Bais Yaakov Inc	\$ 31,857		\$ 10,108	Tender Touch Educational Services
Neemas Bais Yaakov	\$ 7,352		\$ 1,763	Tender Touch Educational Services
Nesivos Hatorah	\$ 36,758		\$ 6,817	Tender Touch Educational Services
OROS BAIS YAKOV	\$ 143,766		\$ 13,986	Tender Touch Educational Services
SEPHARDIC BET YAAKOV	\$ 270,379		\$ 11,165	Tender Touch Educational Services
Shalva High School	\$ 9,050		\$ 353	Tender Touch Educational Services
TALMUD TORAH BAIS AVROHOM	\$ 414,145		\$ 18,687	Tender Touch Educational Services
TALMUD TORAH DARCHEI AVOSEINU	\$ 88,220	\$ 4,406	\$ 5,758	Tender Touch Educational Services
TASHBAR OF LAKEWOOD	\$ 61,264		\$ 16,688	Tender Touch Educational Services
Tehilas Chaya Sara	\$ 25,322	\$ 2,914	\$ 8,814	Tender Touch Educational Services
Tiferes Yisroel	\$ 31,857		\$ 2,233	Tender Touch Educational Services
YESHIVA BAIS AHARON	\$ 7,352		\$ 588	Tender Touch Educational Services
Yeshiva Bais Hachinuch	\$ 4,901		\$ 1,998	Tender Touch Educational Services
YESHIVA EVEN YISROEL	\$ 68,616		\$ 8,462	Tender Touch Educational Services
Yeshiva Nachlei Torah	\$ 171,540		\$ 9,520	Tender Touch Educational Services
YESHIVA OHR YEHUDA	\$ 42,476		\$ 10,695	Tender Touch Educational Services
YESHIVA ORCHOS CHAIM	\$ 176,441	\$ 356	\$ 35,141	Tender Touch Educational Services
YESHIVA SHAAREI ORAH	\$ 63,715		\$ 3,408	Tender Touch Educational Services
YESHIVA SHAGAS ARYEH	\$ 220,551		\$ 21,389	Tender Touch Educational Services
YESHIVA TORAS ARON	\$ 156,836		\$ 22,565	Tender Touch Educational Services
YESHIVA TORAS MENACHEM	\$ 260,577		\$ 16,101	Tender Touch Educational Services
Yeshivas Ohr Hachinuch	\$ -		\$ 1,057	Tender Touch Educational Services
YESHIVAS OHR HATORAH	\$ 655,934		\$ 20,920	Tender Touch Educational Services
Yeshivat Yagdil Torah	\$ 200,129		\$ 6,582	Tender Touch Educational Services