



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

**CONTRACT FOR NONPUBLIC SCHOOL PROFESSIONAL  
DEVELOPMENT AND PARENTAL INVOLVEMENT FUNDED WITH  
TITLE I, TITLE IIA, TITLE III AND TITLE IV**

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**

**TITLE I, TITLE IIA, TITLE III, and Title IV PROFESSIONAL DEVELOPMENT AND  
TITLE I - PARENTAL INVOLVEMENT FOR PARENTS OF TITLE I NONPUBLIC SCHOOL  
STUDENTS IN LAKEWOOD**

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 **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 **TITLE I,  
TITLE IIA, TITLE III, and Title IV PROFESSIONAL DEVELOPMENT AND  
TITLE I - PARENTAL INVOLVEMENT FOR PARENTS OF TITLE I NONPUBLIC SCHOOL  
STUDENTS IN LAKEWOOD**

WHEREAS, the Board advertised **Competitive Contract CC 03-2223** for proposals for  
**NONPUBLIC TITLE I, TITLE IIA, TITLE III, and Title IV PROFESSIONAL DEVELOPMENT  
AND  
TITLE I - PARENTAL INVOLVEMENT FOR PARENTS OF TITLE I NONPUBLIC SCHOOL  
STUDENTS IN LAKEWOOD**

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 and July 13, 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 03-2223** for **TITLE I, TITLE IIA, TITLE III, and Title IV PROFESSIONAL DEVELOPMENT AND TITLE I - PARENTAL INVOLVEMENT FOR PARENTS OF TITLE I NONPUBLIC SCHOOL STUDENTS IN LAKEWOOD** 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 11 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.

<https://www.nj.gov/education/crimhist/preemployment/>

#### **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](http://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 IIA, Title III and Title IV Professional Development and Parental Involvement** for this solicitation should not exceed **\$2,198,131.00** which represents the Nonpublic Schools Grant Allocations for those schools selecting this Contractor/Provider. (**Exhibit C**) Increases may occur due to carryover of federal funding for these services and will be revised at that time.

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 exceeds 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 15<sup>th</sup> 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 1<sup>st</sup> 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:**

	09/19/2022
_____ President/Officer/Official	Date
<i>Tova Kammer</i>	09/19/2022
_____ Secretary/Witness	Date

**For the Board:**

	9/21/2022
_____ Board President	Date
	9/21/22
_____ 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

- B. Move to Record and Award Competitive Contract CC 03-2223 for Nonpublic Professional Development and Parental Involvement Services received on June 30, 2022 @ 11:00 a.m. Four (4) responses were received and scored by an evaluation committee based on a 100 point system as follows:

#### Catapult

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	23.5	25	
Scorer #2	23.5	25	
Scorer #3	23.5	25	
Average Score	23.5	25	40.35
		<b>Total Points</b>	<b>88.85</b>

#### Tree of Knowledge

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	25	20	
Scorer #2	25	20	
Scorer #3	25	20	
Average Score	25	20	37.5
		<b>Total Points</b>	<b>82.5</b>

#### Tender Touch

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	25	25	
Scorer #2	25	25	
Scorer #3	25	25	
Average Score	25	25	37.5
		<b>Total Points</b>	<b>87.5</b>





# Lakewood Board of Education

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Laura A. Winters, Superintendent of Schools

## M2

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	25	25	
Scorer #2	25	25	
Scorer #3	25	25	
Average Score	25	25	50
		<b>Total Points</b>	<b>100</b>

### Cost Component for all categories:

Hourly Rates for Presenters (Max 50 Points)	<u>Catapult</u>	<u>Tree of Knowledge</u>	<u>Tender Touch</u>	<u>M2</u>
Doctorate of Higher nte \$1200	\$1200	\$1200	\$1,000	\$1,000
Point Value	41.67	41.67	50	50
MA/MS or Higher nte \$750	\$750	\$750	\$750	\$600
Point Value	40	40	40	50
BA/BS or Higher nte \$600	\$600	\$600	\$600	\$500
Point Value	41.67	41.67	41.67	50
Minimum HS Diploma nte \$550	\$550	\$550	\$550	\$450
Point Value	40.9	40.9	40.9	50
Mentoring/Coaching	\$200	\$200	\$200	\$150
Point Value	37.5	37.5	37.5	50
<b>Total Average Cost Point Value</b>	<b>40.35</b>	<b>40.35</b>	<b>42.01</b>	<b>50</b>

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

Move to Award Catapult with a total score of 88.85, Tree of Knowledge with total score of 82.5 points, Tender Touch with a total score of 97.5 points and M2 with a total score of 100 points, to provide Nonpublic Professional Development and Parental Involvement Services for



## Lakewood Board of Education

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Title I, IIA, III, & IV as each respondents proposal was responsive and responsible to the specifications of CC 03-2223 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 these services. 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).

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

**Final Resolution: Motion Carries**

**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

- J. Approve correction to revise the award of CC 03-2223 originally awarded on 7/6/2022. The cost for MA/MS or higher certified teacher proposed by M2 was incorrectly stated. The revised scoring is as follows. No changes have been made to the awarded vendors other than point values.

#### Catapult

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	23.5	25	
Scorer #2	23.5	25	
Scorer #3	23.5	25	
Average Score	23.5	25	41.01
		Total Points	89.51

#### Tree of Knowledge

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	25	20	
Scorer #2	25	20	
Scorer #3	25	20	
Average Score	25	20	41.01
		Total Points	89.51

#### Tender Touch

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	25	25	
Scorer #2	25	25	
Scorer #3	25	25	
Average Score	25	25	42.68
		Total Points	92.68

#### M2

	Technical Max 25 pts	Management Max 25 pts	Cost Max 50 pts.
Scorer #1	25	25	



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Laura A. Winters, Superintendent of Schools

Scorer #2	25	25	
Scorer #3	25	25	
Average Score	25	25	50
		<b>Total Points</b>	<b>100</b>

### Cost Component for all categories:

Each cost category was evaluated separately based on 50 points. The score for each price category was then averaged with all of the categories per vendor. This score plus the technical and management scores determined the final score per vendor based on a 100 point system.

Hourly Rates for Presenters (Max 50 Points)	<u>Catapult</u>	<u>Tree of Knowledge</u>	<u>Tender Touch</u>	<u>M2</u>
Doctorate of Higher nte \$1200	\$1200	\$1200	\$1,000	\$1,000
Point Value	41.67	41.67	50	50
MA/MS or Higher nte \$750	\$750	\$750	\$750	\$650 (Incorrectly awarded \$600 on 7/6/22)
Point Value	43.33	43.33	43.33	50
BA/BS or Higher nte \$600	\$600	\$600	\$600	\$500
Point Value	41.67	41.67	41.67	50
Minimum HS Diploma nte \$550	\$550	\$550	\$550	\$450
Point Value	40.9	40.9	40.9	50
Mentoring/Coaching	\$200	\$200	\$200	\$150
Point Value	37.5	37.5	37.5	50
<b>Total Average Cost Point Value</b>	<b>41.01</b>	<b>41.01</b>	<b>42.68</b>	<b>50</b>



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Laura A. Winters, Superintendent of Schools

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

Motion: Mr. Nakdimen Second: Mr. Rodriguez

7 Ayes: Mr. Meir Grunhut, Mr. Moshe Raitzik, Mr. Chanina Nakdimen, Mr. Heriberto Rodriguez, Mrs. Gonzalez, Mr. Stern, Mr. Greenwald,

0 Nays:

0 Abstained:

2 Absent: Mr. Zlatkin, Mr. Bender

### **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 13th day of July, 2022.

7/14/2022

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**

**PROFESSIONAL DEVELOPMENT.**—the term “professional development” means activities that—

(A) are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills necessary to enable students to succeed in a well rounded education and to meet the challenging State academic standards; and

(B) are sustained (not stand-alone, 1-day, or short term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused, and may include activities that—

(i) improve and increase teachers’—

(I) knowledge of the academic subjects the teachers teach;

(II) understanding of how students learn; and

(III) ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;

(ii) are an integral part of broad schoolwide and districtwide educational improvement plans;

(iii) allow personalized plans for each educator to address the educator’s specific needs identified in observation or other feedback;

(iv) improve classroom management skills;

(v) support the recruitment, hiring, and training of effective teachers, including teachers who became certified through State and local alternative routes to certification;

(vi) advance teacher understanding of—

(I) effective instructional strategies that are evidence-based; and

(II) strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers;

(vii) are aligned with, and directly related to, academic goals of the school or local educational agency;

(viii) are developed with extensive participation of teachers, principals, other school leaders, parents, representatives of Indian tribes (as applicable), and administrators of schools to be served under this Act;

(ix) are designed to give teachers of English learners, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;

(x) to the extent appropriate, provide training for teachers, principals, and other school leaders in the use of technology (including education about the



harms of copyright piracy), so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and academic subjects in which the teachers teach;

(xi) as a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement, with the findings of the evaluations used to improve the quality of professional development;

(xii) are designed to give teachers of children with disabilities or children with developmental delays, and other teachers and instructional staff, the knowledge and skills to provide instruction and academic support services, to those children, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;

(xiii) include instruction in the use of data and assessments to inform and instruct classroom practice;

(xiv) include instruction in ways that teachers, principals, other school leaders, specialized instructional support personnel, and school administrators may work more effectively with parents and families;

(xv) involve the forming of partnerships with institutions of higher education, including, as applicable, Tribal Colleges and Universities as defined in section 316(b) of the Higher Education Act of 1965 (20 U.S.C. 1059c(b)), to establish school-based teacher, principal, and other school leader training programs that provide prospective teachers, novice teachers, principals, and other school leaders with an opportunity to work under the guidance of experienced teachers, principals, other school leaders, and faculty of such institutions;

(xvi) create programs to enable paraprofessionals (assisting teachers employed by a local educational agency receiving assistance under part A of title I) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;

(xvii) provide follow-up training to teachers who have participated in activities described in this paragraph that are designed to ensure that the knowledge and skills learned by the teachers are implemented in the classroom; and

(xviii) where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.

### **Title I Professional Development**

1. The professional development activities for nonpublic school teachers shall focus on how those teachers can serve Title I participants better, such as by providing information on research-based English Language Arts, Mathematics Instruction, Foreign Language and SEL.

2. It is inappropriate to use these funds to upgrade the instructional program in the regular classroom of the nonpublic school. Nonpublic school teachers and paraprofessionals of Title I participants are eligible to attend Title I professional development activities; however, administrators are not eligible. Any materials purchased must support Title I instructional, professional development and parental involvement programs and remain under the control of the Lakewood Board of Education and be properly labeled as Property of the Lakewood Board of Education.

### **Title I Counseling/Social Emotional Services**

1. Non-instructional supports like behavior and social and emotional learning
2. Services like counseling, specialized instructional support services, mentoring services, preparation for postsecondary education and the workforce, behavioral supports, early intervention services, and other activities
3. Individual, family and school Crisis Intervention Services
4. Evaluate and implement additional services needed beyond the Child Study Team scope.
5. Counseling based off of individual student needs
6. Assessment, planning, coordination, monitoring, and evaluation of options and resources to meet the individual specific needs of the student
7. Referrals to Resource agencies within the community
8. Individual, small and large group topics
9. Educational services for students, staff, and parents on substance abuse, conflict, mental and behavioral issues
10. Professional development and consultation services for teachers and administration on individual student needs

### **Title IIA Professional Development:**

1. Activities to be carried out for nonpublic school personnel must be based on a review of scientifically based research and must be expected to improve student academic achievement.
2. Activities shall improve the knowledge of teachers, principals, and other educational personnel in one or more of the core academic subjects (i.e.

Math, English/Language Arts, etc.) and in effective instructional teaching strategies, methods, and skills. Examples of Title IIA professional development may include:

- a. Training in effectively integrating technology into curricula and instruction;
- b. Training in how to teach students with different needs, including students with disabilities or limited English proficiency, and gifted and talented students;
- c. Training in methods of improving student behavior, identifying early and appropriate interventions, and involving parents more effectively in their children's education;
- d. Leadership development and management training to improve the quality of principals and superintendents; and Training in the use of data and assessments to improve instruction and student outcomes.

### **Title III Professional Development:**

1. Title III PD activities shall be designed:
  - a. To assist in the development of high-quality language instruction educational programs in teaching limited English proficient children.
  - b. To assist in developing and enhancing NP schools capacity to establish, implement and sustain language instruction educational programs and programs of English language development for limited English proficient children to enter all-English instruction settings.
  - c. Collaborate with NP teachers in creating individual and unit lessons that focus on sequencing, modeling, and conceptual understanding.
  - d. Conference with individuals and groups of NP teachers to enhance their content knowledge and pedagogical practice.

### **Title IV Professional Development:**

1. Title IV Professional development may be conducted to support activities listed in the table below:

Overview of Allowable SSAE Program Activities		
Well-Rounded Educational Opportunities (ESEA section 4107)	Safe and Healthy Students (ESEA section 4108)	Effective Use of Technology (ESEA section 4109)
<ul style="list-style-type: none"> <li>Improving access to foreign language instruction, arts, and music education</li> <li>Supporting college and career counseling, including providing information on opportunities for financial aid through the early FAFSA</li> <li>Providing programming to improve instruction and student engagement in science, technology, engineering and mathematics (STEM), including computer science, and increasing access to these subjects for underrepresented groups</li> <li>Promoting access to accelerated learning opportunities including Advanced Placement (AP) and International Baccalaureate (IB) programs, dual or concurrent<sup>5</sup> enrollment programs and early college high schools<sup>6</sup></li> <li>Strengthening instruction in American history, civics, economics, geography, government education, and environmental education</li> </ul>	<ul style="list-style-type: none"> <li>Promoting community and parent involvement in schools</li> <li>Providing school-based mental health services and counseling</li> <li>Promoting supportive school climates to reduce the use of exclusionary discipline and promoting supportive school discipline</li> <li>Establishing or improving dropout prevention</li> <li>Supporting re-entry programs and transition services for justice-involved youth</li> <li>Implementing programs that support a healthy, active lifestyle (nutritional and physical education)</li> <li>Implementing systems and practices to prevent bullying and harassment</li> <li>Developing relationship building skills to help improve safety through the recognition and prevention of coercion, violence, or abuse</li> <li>Establishing community partnerships</li> </ul>	<ul style="list-style-type: none"> <li>Supporting high-quality professional development for educators, school leaders, and administrators to personalize learning and improve academic achievement</li> <li>Building technological capacity and infrastructure</li> <li>Carrying out innovative blended learning projects</li> <li>Providing students in rural, remote, and underserved areas with the resources to benefit from high-quality digital learning opportunities</li> <li>Delivering specialized or rigorous academic courses and curricula using technology, including digital learning technologies and assistive technology</li> </ul>

2. Professional development to support Safe and Healthy Students may be conducted to support activities listed in the table below:

Safe and Supportive Schools	Student Physical and Mental Health
<ul style="list-style-type: none"> <li>• Preventing Bullying and Harassment</li> <li>• Relationship-Building Skills</li> <li>• School Dropout Prevention</li> <li>• Re-Entry Programs and Transition Services for Justice Involved Youth</li> <li>• School Readiness and Academic Success</li> <li>• Child Sexual Abuse Awareness and Prevention</li> <li>• Reducing Use of Exclusionary Discipline Practices and Promoting Supportive School Discipline</li> <li>• Suicide Prevention</li> <li>• Violence Prevention, Crisis Management and Conflict Resolution</li> <li>• Preventing Human Trafficking</li> <li>• Building School and Community Relationships</li> <li>• Culturally Responsive Teaching and Professional Development of Implicit Bias</li> </ul>	<ul style="list-style-type: none"> <li>• Drug and Violence Prevention</li> <li>• Health and Safety Practices in School or Athletic Programs</li> <li>• School-Based Health and Mental Health Services</li> <li>• Healthy, Active Lifestyle, Nutritional Education</li> <li>• Physical Activities</li> <li>• Trauma-Informed Classroom Management</li> <li>• Preventing Use of Alcohol, Tobacco, Marijuana, Smokeless Tobacco, Electronic Cigarettes</li> <li>• Chronic Disease Management</li> </ul>
<p align="center"> <b>Cross Cutting Authorized Topics</b>  <b>Mentoring and School Counseling</b>  <b>Schoolwide Positive Behavioral Interventions</b>  <b>Pay for Success Initiatives aligned with the purposes of Title IV</b> </p>	

For example, Professional development and training can be offered to school and specialized instructional support personnel and interested community members in prevention, education, early identification, intervention mentoring, recovery support services and, where appropriate, rehabilitation referral, as related to drug and violence prevention;

3. Examples of professional development to support The Effective Use Of Technology include:
  - a. Initial and ongoing professional development opportunities for teachers, principals, other school leaders, or other personnel involved in a blended learning project that is designed to support the implementation and academic success of the blended learning project.
  - b. Providing professional development in the use of technology to enable teachers and instructional leaders to increase student achievement in the areas of science, technology, engineering, and mathematics, including computer science.

**For all Professional Development the following is required:**

1. All resumes, agendas, handouts, PD files shall be submitted to the district for

approval at least two weeks /14 days prior to a proposed event.

2. All PDs shall occur on the same date and time listed on the approval form.  
*Proposed changes to the date, time, and/or source of funding, shall be submitted to the district at 48 to 72 hours prior to the event.*
3. District grant employees shall be granted open access to attend all PD and PI activities.
4. Professional development activities, Title IV professional development activities should be sustained, (not stand-alone, one-day, or short term workshops), intensive, collaborative, job embedded, data-driven, and classroom-focused.
5. All PD must include Scientifically Based Research as described below:
  - a. Employs systematic, empirical methods that draw on observation or experiment;
  - b. Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;
  - c. Relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
  - d. Is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;
  - e. Ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and
  - f. Has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review (Note: practitioner journals or education magazines are not the same as peer-reviewed academic journals.)

#### **Title I Parental Involvement:**

1. Title I parental involvement events focus on how parents can academically

help their Title I child. The agency shall perform the following efforts to the satisfaction of the district.

- a. shall provide assistance to parents of Title I children, as appropriate, in understanding such topics as the state's academic content standards and State student academic achievement standards, state and local academic assessments; also monitor a child's progress and work with educators to improve the achievement of their children;
- b. shall provide materials and training to help parents work with their children to improve individual achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
- c. shall educate parents, in the value and utility of their contributions; and how
- d. to communicate and work as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
- e. shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs; conduct other activities such as parent resource centers that encourage and support parents in more fully participating in the education of their children;
- f. shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format that is practicable and in a language that parents can understand;

#### **All professional development and parental involvement activities**

1. All PD and PI activities shall advance the teachers' and parents' understanding of effective instructional strategies that are based on: Scientifically based research, on improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers, and are aligned with and directly related to State academic content standards, student academic achievement standards, and assessments, and the curricula and programs tied to the standards. The term 'scientifically based research' means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs.
2. All educational services or other benefits, including materials and equipment, shall be secular, neutral and non-ideological.
3. All PD activities must be delivered by a live presenter. Audio/audio-visual presentations will not be considered as such.
4. Title funds may be used to pay for stipends for nonpublic school teachers, if

reasonable and necessary.

For example, if the professional development activity is conducted during after-school hours or in the summer, stipends may be used to compensate teachers for their participation outside their regular employment hours. Stipends for nonpublic school teachers must be paid directly to the nonpublic school teachers for their own use and not to the nonpublic school.

5. A teacher stipend of \$45 per hour may be billed for teachers that attend professional development outside of their contracted hours. Vendors' administrative fee cannot exceed 6% of the teacher reimbursement.
6. Title funds for participation of nonpublic school teachers in professional development activities, shall not be used to pay or subsidize any portion of a nonpublic school teacher's salary or benefits.
7. The law requires that all uses of Title funds supplement and not supplant non-federal funds that would otherwise be used for activities.

Hence, the professional development provided with Title funds needs to be in addition to, and not in place of, what the nonpublic school would otherwise provide.

8. *The below dress code of instructors and/or counselors shall strictly be adhered to.*

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



9. Professional development and Parental Involvement activities may be conducted within the nonpublic school or public facilities/locations but shall not be permitted in a private residence or any area not generally available to the general public.
10. \*Employees of the Lakewood Board of Education shall be provided with open access to attend all Professional Development and Parental Involvement activities. \*

### **Qualifications**

- a) Respondents shall provide employees that have at minimum, five (5) years, of education and professional development experience in at least three (3) public and/or nonpublic schools.
- b) Respondents shall provide at minimum, four (4) employees holding an active New Jersey Teaching Certificate.
- c) Respondents shall provide employees with educational experience in providing the required services.
- d) Respondents shall have at minimum, three (3) years of educational consulting experience in public and/or nonpublic schools.

### **Fee Schedule – Payment**

#### **1. Professional Development (Title I, Title IIA, Title III, and Title IV) and Parental Involvement (Title I)**

- PD or PI can be considered as such when four or more participants are present.
- PD or PI activities conducted with three or less participants will be considered a Teacher/parent mentoring/coaching activity.
- The cost of teacher/parent mentoring/coaching activities shall not exceed \$200 per hour.
- The respondents must enter four (4) tiered PER HOUR amounts for presentations taking place in schools.
  - Per hour- Professional Development taking place within a school.
    - For presenters with a doctorate degree, fee shall not exceed \$1200/per hour
    - For presenters with a MA/MS or higher, fee shall not exceed \$750/hr
    - For presenters with a BA/BS, fee shall not exceed \$600/hr

- For all other presenters with a minimum of a high school diploma, fee shall not exceed \$550/hr.
- Per registrant per hour – Professional Development open to the public, this must be publicly announced via advertisement or public notification with a copy provided the district's Grant Department upon issuance. A minimum of three schools must be invited to attend
  - The cost per registrant per hour for open-to-the-public Professional Developments shall not exceed \$100 per participant per hour. Prior to the event the vendor must inform the District of the Minimum and Maximum number of attendants expected to participate in the event. Thereafter the vendor will provide the number of participants actually signed up for the event no less than 24 hours prior to the event.
  - Additionally, the Nonpublic School must provide a rationale as to why the Professional Development event is necessary for their staff and why the number of participants attending is required.
- Hotel, travel and meal expenses shall not be included in the proposed cost nor will such costs be allowable for payment or reimbursement. The agency shall provide a) sign-in sheets with attendees printed names and signatures b) dated workshop evaluation forms. All documents shall be original and in BLUE INK.
- A teacher reimbursement fee of \$45 per hour may be billed for teachers that attend professional development outside of their contracted hours. Vendors' administrative fee cannot exceed 6% of the teacher reimbursement.
- The agency must submit sign in sheets including; names printed, legible signatures, dated and workshop evaluation forms that are signed by each participant.

The agency will be paid after the next Board meeting following the event, so long as the required invoice, voucher and supporting documentation has been provided to the district's business office by the 30th of the succeeding month.

## EXHIBIT C ALLOCATIONS

School Name	TI PD	TI PI	TI IA	TI II	TI V	Provider for Title I, IIA, III & IV Professional Development
Aderes Bais Yaakov	\$ 4,641	\$ 928	\$ 10,824		\$ 6,699	Tender Touch
Bais Hachinuch L'Banos	\$ 2,841	\$ 568	\$ 5,127	\$ 21,035	\$ 3,173	Tender Touch
BAIS RIVKA ROCHEL SCHOOL	\$ 32,816	\$ 6,563	\$ 50,135		\$ 31,027	Tender Touch
BAIS SHAINDEL H S GIRLS	\$ 20,646	\$ 4,129	\$ 37,412		\$ 23,153	Tender Touch
BAIS TOVA INC.	\$ 20,788	\$ 4,158	\$ 56,972		\$ 35,258	Tender Touch
Bais Yaakov Bnos Chayil	\$ 331	\$ 66	\$ 380		\$ 235	Tender Touch
BAIS YAAKOV H S OF LAKEWOOD	\$ 16,905	\$ 3,381	\$ 26,777		\$ 16,572	Tender Touch
Belz Institutions of Lakewood	\$ 9,092	\$ 1,818	\$ 14,623	\$ 37,948	\$ 9,049	Tender Touch
BNOS DEVORAH	\$ 23,108	\$ 4,622	\$ 39,121		\$ 24,211	Tender Touch
BNOS ORCHOS CHAIM	\$ 6,109	\$ 1,222	\$ 19,371		\$ 11,987	Tender Touch
Bnos Tzippa	\$ 3,788	\$ 758	\$ 5,887		\$ 3,644	Tender Touch
BNOS YAAKOV ELEMENTARY	\$ 17,615	\$ 3,523	\$ 40,640		\$ 25,151	Tender Touch
Cheder Eitz Chaim	\$ 1,421	\$ 284	\$ 4,178		\$ 2,585	Tender Touch
CHINUCH L'BANOS T/A TIFERES CHAYA	\$ 8,713	\$ 1,743	\$ 13,673	\$ 13,289	\$ 8,462	Tender Touch
Cong. MIKOR HATORAH	\$ 568	\$ 114	\$ 2,279		\$ 1,410	Tender Touch
Congregation Vorka Education Center	\$ 429	\$ 86	\$ 760	\$ 2,914	\$ 470	Tender Touch
DAMASEK ELIEZER	\$ 3,031	\$ 606	\$ 6,647		\$ 4,113	Tender Touch
KESSER BAIS YAAKOV	\$ 9,329	\$ 1,866	\$ 16,142	\$ 14,639	\$ 9,990	Tender Touch
Kochvei Ohr	\$ 1,231	\$ 246	\$ 1,899		\$ 1,175	Tender Touch
Lakewood Cheder School	\$ 52,325	\$ 10,465	\$ 93,245		\$ 57,705	Tender Touch
Machzikei Hadas	\$ 9,849	\$ 1,970	\$ 12,534	\$ 13,075	\$ 7,757	Tender Touch
Masores Bnos Yisroel, Inc.	\$ 8,476	\$ 1,695	\$ 11,584	\$ 1,563	\$ 7,169	Tender Touch
Meiras Bais Yaakov	\$ 2,273	\$ 455	\$ 2,469		\$ 1,528	Tender Touch
Meoros Bais Yaakov	\$ 805	\$ 161	\$ 13,483		\$ 8,345	Tender Touch
Mesivta Gaon Yaakov	\$ 852	\$ 170	\$ 2,469		\$ 1,528	Tender Touch
Mesivta of Central Jersey	\$ 994	\$ 199	\$ 1,899		\$ 1,175	Tender Touch
MESIVTA OF EATONTOWN	\$ 379	\$ 76	\$ 1,899		\$ 1,175	Tender Touch
Nachlas Bais Yaakov Inc	\$ 1,847	\$ 369	\$ 16,332		\$ 10,108	Tender Touch
Neemas Bais Yaakov	\$ 426	\$ 85	\$ 2,849		\$ 1,763	Tender Touch
Nesivos Hatorah	\$ 2,131	\$ 426	\$ 11,014		\$ 6,817	Tender Touch
OROS BAIS YAKOV	\$ 8,334	\$ 1,667	\$ 22,600		\$ 13,986	Tender Touch
SEPHARDIC BET	\$ 15,674	\$ 3,135	\$ 18,041		\$ 11,165	Tender Touch

YAAKOV						
Shalva High School	\$ 525	\$ 105	\$ 570		\$ 353	Tender Touch
SHIRAS DEVORAH	\$ 6,677	\$ 1,335	\$ 26,587		\$ 16,454	Tender Touch
TALMUD TORAH BAIS AVROHOM	\$ 24,008	\$ 4,802	\$ 30,196		\$ 18,687	Tender Touch
TALMUD TORAH DARCHEI AVOSEINU	\$ 5,114	\$ 1,023	\$ 9,305	\$ 4,406	\$ 5,758	Tender Touch
TASHBAR OF LAKEWOOD	\$ 3,551	\$ 710	\$ 26,967		\$ 16,688	Tender Touch
Tehilas Chaya Sara	\$ 1,468	\$ 294	\$ 14,243	\$ 2,914	\$ 8,814	Tender Touch
Tiferes Yisroel	\$ 1,847	\$ 369	\$ 3,608		\$ 2,233	Tender Touch
YESHIVA BAIS AHARON	\$ 426	\$ 85	\$ 950		\$ 588	Tender Touch
Yeshiva Bais Hachinuch	\$ 284	\$ 57	\$ 3,228		\$ 1,998	Tender Touch
YESHIVA EVEN YISROEL	\$ 3,978	\$ 796	\$ 13,673		\$ 8,462	Tender Touch
YESHIVA K'TANA	\$ 13,164	\$ 2,633	\$ 29,816		\$ 18,451	Tender Touch
Yeshiva Nachlei Torah	\$ 9,944	\$ 1,989	\$ 15,382		\$ 9,520	Tender Touch
YESHIVA OHR YEHUDA	\$ 2,462	\$ 492	\$ 17,281		\$ 10,695	Tender Touch
YESHIVA ORCHOS CHAIM	\$ 10,228	\$ 2,046	\$ 56,782	\$ 356	\$ 35,141	Tender Touch
YESHIVA SHAAREI ORAH	\$ 3,694	\$ 739	\$ 5,507		\$ 3,408	Tender Touch
YESHIVA SHAGAS ARYEH	\$ 12,785	\$ 2,557	\$ 34,563		\$ 21,389	Tender Touch
YESHIVA TIFERETH TORAH	\$ 5,588	\$ 1,118	\$ 18,801		\$ 11,636	Tender Touch
YESHIVA TORAS ARON	\$ 9,092	\$ 1,818	\$ 36,462		\$ 22,565	Tender Touch
Yeshivas Ohr Hachinuch	\$ -	\$ -	\$ 1,709		\$ 1,057	Tender Touch
YESHIVAS OHR HATORAH	\$ 38,024	\$ 7,605	\$ 33,804		\$ 20,920	Tender Touch
Yeshivat Yagdil Torah	\$ 11,601	\$ 2,320	\$ 10,635		\$ 6,582	Tender Touch

## EXHIBIT D

From: Jane Gulics <jgulics@lakewoodpiners.org>

Sent: Monday, September 19, 2022 8:55 AM

To: Rikki Burton <rburton@tendertouchededucation.com>

Cc: Laura Winters <lwinters@lakewoodpiners.org>; Michael Inzelbuch <michael@pinersprideisback.com>; Michael Inzelbuch <michael@inzelbuchlaw.com>; Tiffany Kessler <tkessler@bruman.com>; Chaya Young <chayay@tteduc.com>; Rottenstreich, Rabbi A <ARottenstreich@lakewoodcheder.net>; Avi Verschleiser <avi.gzyy@gmail.com>; Sarah Klein <ttba@ttba.us>; Chevie Barkin <barkinchev@gmail.com>; Rivkie Golovenzitz <Rivkie@bnosdevorah.com>; Yosef Notis <ynotis@bnosdevorah.com>; Yeshivas Ohr Hatorah <admin@yohnj.com>

Subject: Re: Teacher mentoring

Good morning Rikki,

After reviewing the RFP and discussing this matter with my superiors, this is something that can be accepted. For billing purposes, when filling out a request using the form, please indicate a time frame the mentoring/coaching will take place, and how many times per month. For example, September thru February, 2x per month. This will allow the structure we need to review bills and maintain funding availability. Have a wonderful week!!

On Wed, Sep 14, 2022 at 5:10 PM Rikki Burton <rburton@tendertouchededucation.com> wrote:

Good Afternoon,

I hope everyone's school year is starting to settle and things are falling into place.

In working with the schools to meet their PD and teacher mentoring needs, the overwhelming majority are finding the requirement to have the dates and times for 1:1 coaching scheduled in advance a barrier, when trying to help their teachers get the training they need. Many schools are short staffed and as new teachers are hired, they need to be set up with a mentor or coach. The school day is long and most don't have built in prep time, so it is up to the teacher and mentor to set up a time to work together. It is not feasible to have the school set up every pair's schedule and submit it in advance.

I met with Jackson on Monday and we spoke about approving a teacher mentor (along with the target goals and objectives) and then billing for the sessions when they occur. All billing accurately reflects the correct dates and times when the mentor providing coaching, but are not sent in advance.

I believe under the current circumstances, we need to set up Lakewood PD coaching in the same way; a school submits a request for approval of a teacher mentor, with the necessary documentation, and the actual dates and times are reflected in the billing.

Please review this request and see if we can adjust to meet the needs of our schools in the current reality.

Thank you,

Rikki Burton Ed.D

Director, Tender Touch Educational Services

tel: 732.987.3839

fax: 732.534.8667

e-mail: rikkib@tteduc.com