

Lakewood Board of Education  
200 Ramsey Ave.  
Lakewood, NJ 08701

**ADDENDUM #01 FOR CC 04-2425**

**PUBLIC PRESCHOOL PROGRAM**

The Lakewood Board of Education of Lakewood, New Jersey, hereby provides public notice pursuant to N.J.S.A. 18A:18A-21(c)(1), of the issuance of an addendum to the above mentioned Competitive Contract.

The purpose of this addendum is to remove the included Preschool Education Program Contract School Year 2024-2025 found on pages 59-84 on the original solicitation and replace it with the attached Form of Contract.

Kevin Campbell  
Business Administrator/Board Secretary

# **SUPPLEMENT TO REQUEST FOR PROPOSAL**

## **FORM OF PRESCHOOL PROGRAM CONTRACT AGREEMENT AND ACKNOWLEDGMENT**

# Form of Contract Agreement Acknowledgement

## To All Potential Respondents:

The Lakewood Board of Education provides for your review and understanding a Form of Contract Agreement. This Form of Contract Agreement, prepared by the Office of the School Board Attorney, outlines the major terms and conditions of the contract for this proposal.

Please review the standard terms and conditions of the Form of Contract Agreement as presented. The vendor or firm to whom a contract is awarded by the board will have to adhere to the terms and conditions of the contract agreement.

There will be no opportunity by the vendor or firm, to negotiate or make changes to the contract. As a requirement for award of contract, all potential respondents shall sign below acknowledging the standard contract terms and conditions.

## INTERPRETATIONS AND ADDENDA

Any concerns, questions or interpretations regarding the contract terms and conditions as noted in the RFP specifications, shall be submitted to the board of education in accordance with the INTERPRETATIONS AND ADDENDA section of the request for proposal.

## To the Lakewood Board of Education:

I/we the authorized agent for \_\_\_\_\_

Name of Company/Firm

having read the basic Form of Contract Agreement here within provided, do hereby acknowledge and understand the terms and conditions of the Form of Contract Agreement and further understand there will be no opportunity to negotiate or make changes to the contract agreement after the award of contract.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A final note: This is not the formal contract agreement with the board. The actual formal contract agreement will be sent to the successful vendor or firm to whom a contract is awarded. The formal contract agreement will be sent after the board meeting and must be executed by both parties within twenty-one (21) days. Ref. N.J.S.A. 18A:18A-36 (b)

**Failure to sign and submit the executed Acknowledgement with the response, may lead to the disqualification of the response.**

## Form of Contract Agreement

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. All specifications of the RFP/Competitive Contract are a part of this contract and shall be adhered to accordingly. If there is any discrepancy between the RFP/Competitive Contract specifications and the awarded contract the specification that is most advantageous to the District shall be followed.**

### AGREEMENT PUBLIC SCHOOL PRESCHOOL PROGRAM

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2024 for services by and between the Lakewood Board of Education ("the "Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and \_\_\_\_\_, (the "Contractor"), whose address is \_\_\_\_\_.

#### WITNESSETH:

WHEREAS, the Board desires to contract with the Contractor, to provide **Public School Preschool Program for the 2024-2025 school year** described in detail in the **Competitive Contract CC 04-2425**; and

WHEREAS, the Board advertised for proposals for **Public School Preschool Program for 2024-2025 and**;

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 \_\_\_\_\_ 2024, the Board passed a resolution awarding such services to the Contractor; and

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 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:

#### 1. Scope and Nature of Services

Contractor agrees to provide the Services to the Board. The Services shall be provided as set forth in the Technical Specifications of the RFP and the Board's Resolution dated \_\_\_\_\_ attached hereto.

## 2. Term

**The Term of this Agreement shall be from date of award through June 30, 2025 (a period of one (1) school year with the possibility of renewal for two (2) one (1) year renewals or one (1) two (2) year renewal. Notwithstanding same, the Board engages the Services of Contractor, and Contractor agrees to provide all services as noted above, for the period during which schools are in session, generally commencing about September 1 thru June 30.**

## 3. Compensation

Contractor is only entitled to compensation hereunder for specific Services performed. Contractor shall not be entitled to compensation if Contractor is scheduled to provide a Service and the Service is not provided as a result of an action or inaction of Contractor, its agents, servants and/or employees. The Board shall use its best efforts to avoid cancellations of Services.

Contractor shall only be entitled to be paid for Services actually rendered consistent with this Agreement, all Federal and State rules, regulations and authorized regulatory guidance applicable to the provision of the Services.

While the parties acknowledge and agree that Contractor shall use its best efforts to provide the Services required herein as scheduled, in the event Contractor is unable to adhere to the schedule of Services to be provided, Contractor shall provide immediate notice to the Business Administrator/Board Secretary. Neither Contractor nor the Board shall be subject to any default hereunder, fee, fine, or penalty or prejudice in the event that it is required to cancel the requested or scheduled Services.

Contractor shall submit duly verified invoices for Services provided to the Board on a monthly basis (each a "Monthly Invoice"). The Board shall remit the payment on the Monthly Invoice to Contractor as part of the Board's next regular bill list following the satisfactory completion of the Services actually provided, upon the submission and approval of said Monthly Invoices pursuant to N.J.S.A. 18A:19-1 et seq. and proper execution by Contractor of vouchers and other documents which may be required for the proper fiscal management of the District. The Board shall, in no instance, pay interest, penalty or late fees.

The Board shall release payment to the Contractor 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, has been provided to the District's Business Office by the 30th 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.

In the event the Board reasonably requests additional information in order to confirm an amount claimed on the Monthly Invoice, Contractor 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 with written correspondence explaining its reason for disputing a particular payment amount.

In the event the Board fails to make the required payments within the time period for payments provided herein, Contractor shall have the right, in addition to any other remedies, to withhold the provision of further services and/or to terminate this Agreement upon thirty (30) days written notice to the Board. Notwithstanding any other notice, default and termination provisions herein, the Parties may agree, in writing by separate instrument, to modify this section to continue the provision of Services while outstanding payment issues are resolved.

Notwithstanding the foregoing, no monthly payment will be made unless Contractor has on file with the Board a list of all employees including each employee's certification/license status and position/location served.

#### 4. Termination

The Agreement herein can be terminated by either party, and without regard to default, upon thirty (30) days prior written notice by the terminating party to the non-terminating party. The right to terminate this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the parties pursuant to this Agreement or as may exist at law or in equity, including, but not limited to specific performance. If the Agreement is terminated by the Board, the Board shall pay to Contractor all amounts of approved Monthly invoices for Services provided up to and including the effective date of termination, provided Contractor submits all required documentation that the Services were performed as appropriate and as required.

#### 5. Availability of Funds

The parties recognize that payments by the Board to Contractor under this Agreement are expressly dependent upon, and subject to the availability to the District of State Security funds. The Contractor is aware that the District's receipt of State funds is expressly conditioned upon allocation, review and approval by the NJDOE. If the Board, 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 Board and the parties shall immediately begin negotiations to modify this contract taking into account the availability of funds. Notwithstanding anything contained herein to the contrary, the Board shall pay Contractor for all services rendered through the date the Board notifies Contractor of appropriation issues.

6. Licensure

Contractor shall provide the Board, upon the initial provision of Services and from time to time upon reasonable request, with copies of documentation confirming that Contractor and anyone providing the Services on behalf of Contractor has the certifications, licenses, skills and experience necessary to provide the Services. The documents shall be current, valid and issued by the State and/or any other authority having jurisdiction over the Services.

7. Criminal History Background Check.

Contractor shall ensure that a Criminal History Background Check conducted by the NJDOE has been completed for anyone providing the Services hereunder as required by N.J.S.A. 18A:6-7.1 et seq. Contractor 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 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.

8. Laws

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. In addition, all Services provided under this Agreement must supplement 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 agrees to refund to the Board any amounts paid to Contractor for such non-compliant Services. In the event that the Board decides to appeal any findings of non-compliance, no reimbursement shall be owed until the Board exhausts its right to appeal such findings, in its sole discretion, up to and including a first level appeal or beyond. Notwithstanding same, prior to any appeal being filed or any reimbursement becoming due under this Section, the parties agree to meet to discuss the feasibility of, and process for, filing of an appeal, at which time Contractor shall provide any and all information in support of such appeal in its possession.

9. Confidentiality

In providing Services to the Board, Contractor acknowledges and agrees that it may acquire information that is confidential or proprietary in nature. Contractor agrees that it

will not publish, disclose or use student records except as otherwise provided by law to anyone other than its employees or agents who must have access to such Confidential Information to perform its obligations hereunder, which employees or agents are subject to strict confidentiality obligations in strict accordance with N.J.A.C. 6A:32-7.1 et seq., and the Federal Family Education Rights and Privacy Act.

The Board agrees that in the event it acquires Contractor information that is confidential or proprietary in nature, it will not publish or use same without prior written consent of the Contractor or as otherwise provided by law to anyone other than its employees or agents who must have access to such information to perform its obligations hereunder.

10. Independent Contractor/Assignment

The parties agree that Contractor and anyone providing the Services on behalf of Contractor is an independent Contractor 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, Contractor and anyone providing the Services on behalf of Contractor shall at all times remain in an independent Contractor 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 or any employees of Contractor. Contractor represents that he is not an employee according to the rules and regulations of the New Jersey State Department of Treasury, Division of Pensions and Benefits and shall indemnify and hold the Board harmless for any pension or other contributions.

The rights, duties and responsibilities of the Parties under this Agreement party may not be assigned, transferred, hypothecated or otherwise delegated, without the prior written consent of the other party; except that Contractor may assign this Agreement or any duty or obligation or performance or payment hereunder to its successor or any entity acquiring all or substantially all of the assets of Contractor.

11. Limitations on Liability/Indemnification

Contractor shall defend, indemnify, and hold harmless the Board, collectively and individually, and its members, agents, officials, representatives and employees (each, a "Board Representative") 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 of Contractor, its employees, agents and/or servants or anyone for whose acts they may be liable arising out of this Agreement; (b) any breach of this Agreement by Contractor or anyone performing the Services on behalf of Contractor; (c) Contractor's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor's Services, in each case, due solely, or in material part, to Contractor's conduct and not the Board's or District design or implementation of the program or actions of the Board or any Board Representative; or (d) any adverse audit findings that impact the amount the Board receives for state and/or federal aid if the reduction in state or federal aid is due solely, or in material part, to Contractor's conduct (and that of its employees, agents, and/or servants) and not to the Board's design or implementation of the program.

In carrying out the provisions of this Agreement or in exercising any power or authority granted to them by their position, there shall be no liability upon any Board Representative, either personally or as officials of the Board, but only to the extent such Board Representative is acting in the course of the duties of such Board Representative.

## 12. Insurance Requirements

- A. Contractor shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:
- i. 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 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 Lakewood Board of Education as an additional insured under any policies required to be provided pursuant to this section.

## 13. Default

In the event either party fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, that party shall be deemed to be in default of this Agreement and the non-defaulting party 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 defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

14. Notices.

For the Board:

Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, New Jersey 08701  
Attention: Business Administrator/ Board Secretary/Kevin Campbell

Copy to Board Attorney/Michael I. Inzelbuch

For Contractor:

15. Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Contractor 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. Contractor 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 Contractor. 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 Contractor agrees that Contractor can be joined as a party to such arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and

Contractor, or among the Board, Contractor and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

16. Non-Collusion

Contractor has not, directly or indirectly, entered into any agreement or participated in any collusion in connection with the Agreement in violation of federal or State law, and warrants that no person has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor.

17. Business Registration

Contractor shall remit a copy of its Business Registration Certificate to the Board concurrent with its execution of this Agreement.

18. Pay-to-Play

The Contractor shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and shall submit the required Disclosure forms to the Board prior to the execution of this Agreement within the time required by law.

19. Records Maintenance and Retention

The Contractor and anyone providing the Services on behalf of the Contractor shall retain any and all records in accordance with the applicable School Board Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be immediately provided to the Board at the termination of the Agreement. Upon turnover of the records, Contractor's responsibility to maintain the records shall cease to the extent permitted by the State records retention requirements.

20. Audit and Inspection

The Contractor shall maintain all records pertaining to the Services under this Agreement in accordance with the then applicable New Jersey State Records Retention Schedule and agrees that the Board and federal and state authorities and their respective auditors shall have the right to examine all books, records and documents pertaining to the Services and charges provided under this Agreement (collectively, the "Materials") upon the Board's reasonable request from time to time. Contractor agrees to supply the District one copy of the Materials requested by the Board to support and verify Contractor's claims for payment, as set forth in Paragraph 3, at no cost to the Board. The cost of reproducing additional copies of the Materials already submitted to the Board shall be borne by the Board, upon submission of an invoice by Contractor to the Board. The Board shall designate a person to whom Contractor shall submit all documents.

21. Sales and Use Tax

The Contractor shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, C. 30 (C.54:32:B-1 et seq.) on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Agreement.

22. Law Against Discrimination (LAD)

The Parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them. Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, Contractor agrees as follows:

- 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 Contractor by the contracting public agency, under this Agreement, 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 Agreement; and
- d. This Agreement 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 Contractor from the contracting public agency of any prior violation of this section of the Agreement.

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.)

All complaints of violation of the above shall be made to the Attorney General or his representative within the Department of Law and Public Safety authorized by him to act in the matter, within one hundred eighty (180) days after the date the alleged violation occurred.

23. Equal Employment Opportunity

During the performance of this Agreement, the Contractor agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit D and incorporated as if set forth herein.

24. 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. In the event Contractor is unable to perform as a result of a Force Majeure, it shall endeavor to provide "make up" days at the affected school locations at no additional cost to the Board. If the Force Majeure event continues beyond five (5) days, the Board may cancel this Agreement immediately upon written notice to Contractor so long as the event is continuing as of the date of cancellation.

25. Entire Agreement

This Agreement, along with the Exhibits and Schedules hereto and the terms of the proposal requirements and Contractor's response, incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Contractor'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.

26. Legal Counsel

Contractor acknowledges that it has been informed of its right to be represented by legal counsel regarding the negotiation, development, and approval of this Agreement and that the Board's legal counsel does not represent the Contractor in the matter.

27. Amendment

Contractor agrees to negotiate amendments to this Agreement as required by the Board in order to comply with any applicable law.

28. New Jersey Law

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey. Contractor additionally agrees to observe and comply with any and all rules, regulations, official guidance documents or policies promulgated thereunder by the New Jersey or United States Departments of Education.

29. Subcontracting and Assignment

- a. The Contractor shall not subcontract and/or assign Services to be provided pursuant to this Agreement without prior written approval from the School Business Administrator.
- b. In the event that such approval is given by the School Business Administrator, all subcontracts entered into by the Provider shall include a provision whereby the Subcontractor acknowledges its obligation to make all pertinent records available to the School District, NJDOE, the Department of Children and Families and any state or federal agency whose funds are expended in the course of this Agreement, and who would otherwise have a right to review such records, as necessary, and that the Subcontractor agrees to abide by the terms of this Agreement to the extent practicable

30. Compliance with School Ethics Act

Contractor represents that, to the best of its knowledge, information and belief, none of its employees is 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.

31. Incorporation of Proposal Specifications

The contract requirements and Contractor'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.

32. Performance Bond –NOT APPLICABLE

The Contractor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such Bond shall be in the form required by the State and shall be in compliance with the requirements required by General Provision, 29 Performance Bond as contained with the RFP.

33. Board Approval

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

IN WITNESS THEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their proper corporate officers, the day and year first written above.

**For the Contractor/Provider:**

**For the Board:**

\_\_\_\_\_  
**President/Officer/Official**

\_\_\_\_\_  
**Board President** Date

\_\_\_\_\_  
**Secretary/Witness**

\_\_\_\_\_  
**School Board Secretary** Date

\_\_\_\_\_  
**Superintendent** Date

\_\_\_\_\_  
**State Monitor** Date

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)