

**Lakewood Board of Education
Lakewood, NJ 08701**

Rel. Approved
6/24/19 7/18/19
Date

Contract Renewal Agreement

This Contract Renewal Agreement is made the 19 day of July, 2019 for services by and between the Lakewood Board of Education ("The Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and **Tree of Knowledge**(the "Contractor/Provider" or "Provider"), whose address is 326 Third Street, Lakewood, NJ 08701, provided there is a Certified Budget. Moreover this is not effective until executed by the Superintendent of Schools, Mrs. Laura Winters, the Interim Business Administrator, Mr. Robert Finger, the State Monitor, Mr. David Shafter, and witnessed by General Counsel, Mr. Michael Inzelbuch

WITNESSETH:

WHEREAS, the Parties entered into an agreement, effective June 27, 2017, for the provision of the In Class Resource Program Services ("ICRP") in certain Nonpublic Schools located in Lakewood School District for the 2017-2018 school year (the "Agreement");

WHEREAS, pursuant to N.J.S.A. 18A:18A-42, the Board may extend or renew any contract for services, other than professional services, the statutory length of which contract is for three years or less, which length may include provisions for no more than one two-year, or two one-year, extensions; where the first renewal was on July 18, 2018 for the 2018-2019 school year; and

WHEREAS, it is the finding of the Board and based upon the recommendation of Supervisor of IDEA and Related Services that Tree of Knowledge performed services in an effective and efficient manner; and

WHEREAS, it has been determined to be in the best interests of the Board to renew and extend the original agreement with Tree of Knowledge; including any or all amendments that may have been approved during the term of the contract; and

WHEREAS, the Agreement currently expires on June 30, 2019; and

WHEREAS, Tree of Knowledge and the Board mutually agree to renew the Agreement pursuant to the terms set forth therein; and

WHEREAS, at public meetings of the Lakewood Board of Education held on June 24, 2019 and July 18, 2019, the Board approved a resolution to renew the Agreement for the second and last of the two one year renewals in accordance with the terms and conditions set forth in the original contract for the 2019/2020 school year;

NOW, THEREFORE BE IT RESOLVED, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The Agreement shall be renewed for the 2019/2020 school year.
2. The Term of the Agreement is hereby modified to reflect the period July 1, 2019 through June 30, 2020, the last of the possible renewals pursuant to N.J.S.A. 18A:18A-42.
3. All references in the Agreement to "2018" are hereby amended to "2019" in order to effectuate the parties' agreement and intent to renew the Agreement for the 2019/2020 school year
4. Fee Payment Per Diem Rate is hereby deleted in its entirety and replaced with the following:

- **Per Class Rate/Contract Price**

The contract price for this contract shall be as follows for the entire contract period unless otherwise amended by the Board.

Contractor shall provide four (4) ICRP classes at a cost of \$48,000 per class for a total not to exceed One Hundred Ninety Two Thousand Dollars and Zero Cents (\$192,000) to be paid out of IDEA Basic Funds.

5. The accompanying Exhibits to the Agreement regarding the ICRP Budget and Board Resolutions, is hereby amended to reflect and include the 2019/2020 school year rates for ICRP.
6. Limitation on Liability /Indemnification as follows:
 - a) The Provider shall fully indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill and/or difficulty by the Provider herein, its agents, employees, or assigns.

Provider Initials 

- b) Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings that would impact on State and/or Federal aid

and/or any monies of the District. 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, 2019 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.

Provider Initials

- c) The Provider will fully indemnify the Board and pay for any and all legal and expert fees shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein. This payment will be made within 30 days of request.

Provider Initials

- d) 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 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.

Provider Initials

- **Availability of Funds**

The parties agree and understand that the renewal of this Agreement is subject to the availability of funds as may be required to meet the extended obligation after determination by the United States and/or New Jersey Department(s) of Education.. If sufficient funds are not appropriated by the Board, the Board may terminate the Agreement.

- **Terms and Conditions of Original Contract**

The remainder of the Agreement shall remain unchanged and in full force and effect, subject to any additional addenda or modifications which have been, or may be made, between the parties.

- **Disclosure of Financial Activities in Iran**

Pursuant to N.J.S.A. 18A:18A-49.4, and N.J.S.A.52:32-57 (a) and as a condition of this renewal, Tender Touch Educational Service, LLC shall complete and submit with the renewal contract, a certified DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM as here within provided.

- **Chapter 271 Political Contribution**

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.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The LAKEWOOD Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

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."

Chapter 271 Political Contribution Disclosure Form -- Required -- N.J.A.C. 6A:23A-6.3 (a) (4)

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

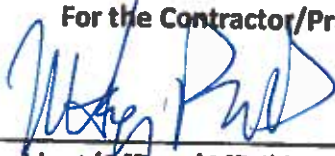
This Contract Renewal shall be attached to the Original Agreement as an exhibit as if fully set forth therein.

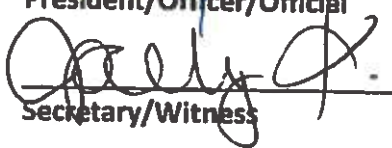
Subject to Board Approval

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, and must also be signed by the Superintendent of Schools, Mrs. Laura Winters, the Interim Business Administrator, Mr. Robert Finger, the State Monitor, Mr. David Shafter, and witnessed by General Counsel, Mr. Michael Inzelbuch.

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


For the Contractor/Provider:




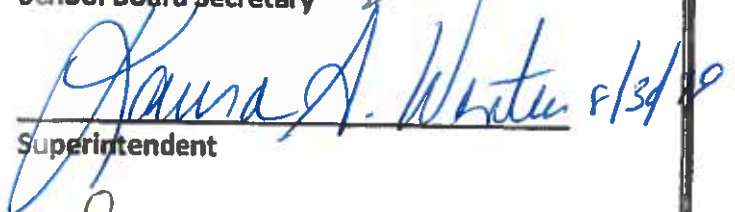
President/Officer/Official


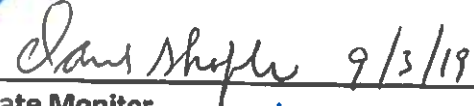
Secretary/Witness

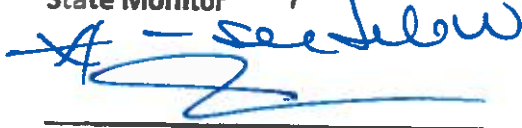
For the Board:



Board President


School Board Secretary


Superintendent


State Monitor


General Counsel

* Should there be any conflict between this document and BOE approval - BOE approval supersedes.

* No Payment shall be made without signature of Superintendent or her designee

* If vendor does not accept, No Payment.

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

Robert S. Finger, Interim Business Administrator

RESOLUTION

- LL. Be it Resolved the Board of Education renew CC01-1718 for Nonpublic School IDEA In-Class Resource Program for the 2019-2020 school year to Tree of Knowledge. This is the second of two (2) one (1) year renewals; board approved June 27, 2017 to be paid from account IDEA Purchase Professional Services 20-250-200-300-15-xxxx. Contract amount to be determined based on IDEA Federal Funds. This contract is subject to the availability of funds as may be required to meet the extended obligation. If sufficient funds are not appropriated, the Board of Education may cancel the contract. Renewal contract is estimated not to exceed \$163,200 and will be amended when 2019-2020 allocations are received. The actual number of classes TBD. Cost per class is \$48,000.00 per RFP. Following language is added to the 2019/2020 contract: (amended from May 13, 2019 certified agenda)
- a) The Provider shall fully indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill and/or difficulty by the Provider herein, its agents, employees, or assigns.
 - b) Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings that would impact on State and/or Federal aid and/or any monies of the District. 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, 2019 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.
 - c) The Provider will fully indemnify the Board and pay for any and all legal and expert fees shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein. This payment will be made within 30 days of request.
 - d) 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 with any and all costs being



Lakewood Board of Education

200 Ramsey Avenue, Lakewood, NJ 08701

Main Office (732) 364-2100 Fax (732) 905-3687

Laura A. Winters, Superintendent of Schools

Robert S. Finger, Interim Business Administrator

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.

MOTION TO APPROVE THE MINUTES, TO ACCEPT THE ADDITIONS & CORRECTIONS TO THE AGENDA, BUSINESS AGENDA (Excluding letter II, JJ & SS) AND SUPERINTENDENT AGENDA (PASSED)

Motion: Mr. Rodriguez **Second:** Mr. Bender

8 Ayes: Mr. Zlatkin, Mrs. Gonzalez, Mr. Nakdimen, Mr. Rodriguez, Mr. Stern,
Mr. Treisser, Mrs. Jackson-Byers, Mr. Bender

0 Nays:

0 Abstained:

1 Absent: Mr. Newhouse

Note: Mr. Nakdimen's vote should reflect his abstention from any item pertaining to or involving SCHI, specifically Business Agenda: Letter H #2, I, Y, KK, NN, OO and Superintendent Agenda Items #39 & 42

CERTIFICATION

I, Robert Finger, Interim Business Administrator/ Assistant 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 of June, 2019

Robert Finger, Interim Business Administrator/ Board Secretary