

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

Bd. Approved
6/24/19
Date

Contract Renewal Agreement

This Contract Renewal Agreement is made the 22nd day of August, 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 Learning Academy
326 Third Street
Lakewood, NJ 08071

WITNESSETH

WHEREAS, the Board of Education entered into the original contract with Tender Touch Educational Services on the 8th day of the January, 2019, to provide Title IV to the school district by awarding Competitive Contract CC 06-1816 for such services; and

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:

WHEREAS, it is the finding of the Board and based upon the recommendation of **Title IV Grants Supervisor**, that **Tree of Knowledge Learning Academy** performed services in an effective and efficient manner;

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 Learning Academy** including any or all amendments that may have been approved during the term of the contract;

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

WHEREAS, the Tender Touch Educational Services and the Board mutually agree to renew the Agreement pursuant to the terms set forth therein;

WHEREAS, at a public meeting of the Lakewood Board of Education held on the 24th, day of June, 2019, the Board approved a resolution to renew the Agreement in accordance with the terms and conditions set forth in the original contract;

NOW, THEREFORE BE IT RESOLVED, the parties agree as follows:

- **Term of Contract Renewal**

The term of contract for the renewal is from July 1, 2019 through June 30, 2020, one (1) year renewal.

- **Contract Price**

Total amount of the contract shall not exceed each Nonpublic School's Title IV allocation. (Attachment A)

The Board acknowledges that any price increases, if any, over the original contract price, shall not exceed the **Index Rate** for the twelve (12) months preceding the most recent quarterly calculation available at the time of the renewal.

- **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. If sufficient funds are not appropriated by the Board, the Board may cancel the contract.

- **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 Services shall complete and submit with the renewal contract certified DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM as here within provided.

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

In addition:

- 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

This Renewal 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:



President/Officer/Official


Secretary/Witness

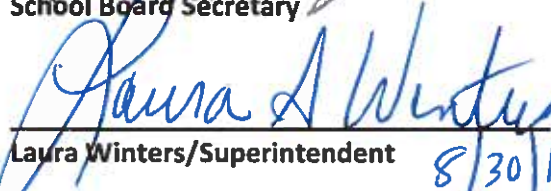
For the Board:



Board President




School Board Secretary



Laura Winters/Superintendent 8/30/19



State Monitor/David Shafter 9/3/19

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General Counsel/Michael Inzelbuch 8/4/19

* 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



**ATTACHMENT A
TITLE IV ALLOCATIONS PER SCHOOL**

SCHOOL	TITLE IV
ATERES TZIPORA	3,823
BAIS CHINUCH L'BONOS BAYIS RUCHEL	16,447
BAIS FAIGA SCHOOL FOR GIRLS	54,496
BAS YISROEL	2,311
BNOS MELECH	31,560
CALVARY ACADEMY	5,245
CHEDER BNEI TORAH	9,690
CHEDER TORAS ZEV	11,113
MESIVTA AHAVAS HATORAH	
D'LAKEWOOD	2,223
OHR AVROHOM CHAIM	445
SANZ OF LAKEWOOD	178
SANZ OF LAKEWOOD - SCHOOL FOR BOYS	178
SPARK PRESCHOOL	800
TT OF LAKEWOOD	2,578
TT OHR ELCHONON	3,645
TT TOLDOS YAKOV YOSEF	3,912
Y MASORAS AVOS	10,579
ZECHER YOCHANAN	8,090
TOTAL	\$167,313



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

- Y. Move to renew contracts for Title IV Services for Nonpublic Schools for the 2019/2020 school year to Tender Touch, LLC and Tree of Knowledge, awarded by Competitive Contract CC 06-1819 on January 8, 2019. Renewal is subject to a resolution by the Board of Education and mutual agreement of the parties, and the availability of funding pursuant to N.J.S.A. 18A:18A-42.1. Total amount per vendor shall not exceed each Nonpublic School's Title IV allocation, as recommended by the Program Supervisor, Ben Lieberman.

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

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Mordechai T. Saffer Signature: [Signature]
 Title: President Date: 8/22/19

DPP Standard Forms Packet 11/2013