

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

CHAPTER 193 EVALUATION & DETERMINATION 2017-2018

This Agreement is made the 11 day of October 2017 for services by and between the Lakewood Board of Education ("the "Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and On-Track Resources, LTD, (the "Contractor"), whose address is 705 Cross Street, Lakewood, NJ 08701.

WITNESSETH:

WHEREAS, the Board desires to contract with the Contractor, to provide CHAPTER 193 EVALUATION & DETERMINATION 2017-2018 services described in detail below; and

WHEREAS, the Board advertised for proposals for CHAPTER 193 EVALUATION & DETERMINATION 2017-2018 services; 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 6/27, 2017, 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 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:

1. Scope and Nature of Services

The Contractor agrees to provide services to the Board for Nonpublic School Services Chapter 193 Evaluation & Determination of Eligibility, (hereinafter the "Services"). Upon written request from the Board's Coordinator of Nonpublic School Services, the Contractor shall provide Examination and Classification, including Initial Evaluation, Reevaluation, and Annual Reviews for all eligible children enrolled in nonpublic schools in the School District, Contractor shall create Service Plans, ("ISP"), for each eligible student based upon individual assessment with additional documentation and input provided by the third party contractor proving educational services to the respective student, as applicable, in accordance with and described by the Program

(hereinafter the "Services"), and the specifications for the Services issued by the Board Proposal CC 03-1718. Speech evaluation services shall be part of, and included in, all such evaluations covered herein, as necessary, at no extra charge. The schools in which Contractor shall provide all services are set forth in Exhibit C, attached hereto.

2. Term

The Board engages the services of the Contractor and the Contractor agrees to provide all services as noted above for the period commencing July 1, 2017 and ending June 30, 2018, unless otherwise terminated. Thereafter, this Agreement is subject to up to Two (2) one-year extensions or One (1) two (2) year extension, at the District's option subject to the conditions set forth herein.

3. Compensation

- A. The Board shall pay the Contractor for the actual Services provided at the per pupil payment rates established for the 2017-2018 school year by the State of New Jersey Department of Education for each case, less an amount equal to six percent (6%) representing an administrative fee which shall be retained by the District. Contractor shall only be entitled to be paid for Services actually rendered consistent with the Federal and State rules, regulations and authorized regulatory guidance applicable to the provision of the Services.

FY 2017-2018 Nonpublic Per Pupil Rates for Chapter 193

Initial Examination and Classification: \$1,273.12 (less 6%: \$1,196.73)

Annual Examination and Classification: \$364.80 (less 6%: \$342.91)

The Board agrees to pay the Agency the FY 2017-2018 Nonpublic Per Pupil Rates, *less six percent (6%)*, which will be retained by the Board to implement administrative services, pursuant to N.J.S.A. 18A:46A-8.

All services provided by the Agency under this proposal shall be completed at a cost not to exceed the amount of State aid funds received by the Board.

- B. The Contractor shall only be paid for actual services rendered in accordance with this Agreement. Contractor shall not be entitled to compensation unless the Contractor actually provides the Services, e.g., the Contractor shall not be entitled to compensation if the Contractor is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Contractor, its officers, agents, employees and subcontractors. Also the Contractor shall not charge the District for "no shows".

- C. The Contractor shall submit duly verified invoices along with a Monthly Expenditure Report to the Board on a monthly basis. The monthly invoice must include the number of students evaluated/re-evaluated, Service Plans prepared, and the school attended by the student and other documentation as requested by the Board to-ensure compliance with the Services as stated in the Technical Specifications of the RFP. 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 of school vouchers and other documents which may be required for the proper fiscal management of the Services consistent with 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 in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, have been provided to the District's Business Office by the 15th of the month succeeding that in which the Services were performed. Notwithstanding, and in addition to, any payment requirements set forth herein, final bills for Services rendered under this Agreement shall be submitted by August 1st of the fiscal school year succeeding the expiration of this Agreement for any Services performed in the month or months prior, to allow the District to review the payment request and release payment after a final accounting of Services and funds has been completed.

E. In the event the Board 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.

F. While the parties acknowledge and agree that all Services are to be provided by the Contractor, 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. In such a situation, The Board reserves all rights hereunder.

4. Budget

A. This Agreement is subject to the costs outlined in the "Budget" which will be attached to the contract at the time the allocation is received from the State of New Jersey Department of Education. The "Budget" outlines costs per student for the Services. All Services provided must be within the allowable costs permitted by the Federal and State for the provision of Services to students enrolled in nonpublic schools.

B. Contractor shall provide Board with Monthly Expenditure Reports providing all actual, approvable, reasonable and allowable expenditures with supporting documentation with receipts available for inspection at any time by the Board.

5. Availability of Funds

The parties recognize that payments by the District to the Contractor under this Agreement are expressly dependent upon, and subject to the availability to the District of State and/or Federal funds. The Contractor 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.

6. Termination

The Services herein may be terminated upon five (5) days written notice by the Board or the Contractor to the other party. The Board's right to terminate this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Board pursuant to this Agreement or as may exist at law or in equity, including, but not limited to specific performance.

7. Licensure

The Services shall be provided only by individuals holding the appropriate licensure to undertake the Services. The Contractor shall provide the Board with copies of documentation confirming that Contractor and anyone providing the Services on behalf of the Contractor 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.

8. Secular Program

The Services shall comply with all federal and State laws and regulations regarding the secular nature of the programs receiving public funding. It is understood that a violation of this provision shall be deemed a breach of this Agreement and shall be the basis for termination.

9. Program Performance

A. Contractor shall perform all of the services consistent with the specifications of the district's request for proposal and applicable State and Federal laws.

B. Contractor 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 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'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.

C. 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's response to same, both of which shall be considered by the parties to be attached to this Agreement as Exhibit F.

10. Criminal History Background Check

Contractor 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 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. The cost of any such background check shall be borne by the Contractor and/or its employees.

11. Compliance with Laws

The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor 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 and anyone providing the Services on behalf of the Contractor 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. 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 agrees to refund to the Board any amounts paid to the Contractor for such non-compliant Services.

12. 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 pupil records without prior written consent of the District or 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.

13. Independent Contractor/Assignment

A. The parties agree that the Contractor and anyone providing the Services on behalf of the

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, the Contractor and anyone providing the Services on behalf of the 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 the Contractor. Contractor 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's services, or the services of its employees, do not qualify it or its employees as independent contractors, Contractor 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 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.

14. Limitation on Liability/Indemnification

- A. The Contractor 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 arising out of or relating to the terms of this Agreement by the Contractor or anyone performing the Services on behalf of the Contractor; (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Contractor or anyone performing the Services on behalf of the Contractor; and (c) the Contractor's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor's Services.
- B. 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.

15. 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

- ii. (\$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.

16. Default

In the event the Contractor fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Contractor 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.

17. Notices

For the Board: Lakewood Board of Education
200 Ramsey Avenue
Lakewood, New Jersey 08701

With a copy to: Mr. Kevin Campbell/Interim School Business Administrator

Board Attorney: Michael Inzelbuch, Esq.

For the-Contractor: On Track Resources | Shulamit Tropper
705 Cross Street
Lakewood NJ 08701

18. 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. The 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 the 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" the Contractor agrees that the Contractor 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, 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.

19. 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 New Jersey 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.

20. Business Registration

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

21. 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.

22. 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 District 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 upon request.

23. 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 and shall provide copies of all requested documents upon request.

24. 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.

25. Use 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 thereunto, 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, the Provider 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 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.).

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.

26. Equal Employment Opportunity

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

27. 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 Services as a result of a Force Majeure, Contractor shall endeavor to provide make-up days at the affected school locations at the rates set forth in Section 3, provided that the parties mutually agree, in writing that such make-up days are necessary for the proper provision of Services to students as set forth herein. If the Force Majeure event continues beyond fifteen (15) days, either party may cancel this Agreement immediately upon written notice to the other party so long as the event is continuing as of the date of cancellation.

28. Entire Agreement

This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the 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.

29. Legal Counsel

The Contractor acknowledges that he has been informed of his right to be represented by legal counsel and this will bear no consequence regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent the Contractor in this matter. The Contractor acknowledges that the specifications and terms of the RFP/CC and the supplemental Contract shall be adhered to without negotiation.

30. Subcontracting and Assignment

The Contractor shall not subcontract and/or assign Services to be provided pursuant to this Agreement without prior written approval from the District.

In the event that such approval is given by the District, 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, the Department of Education, and any federal agency whose funds are expended in the course of this Agreement, as necessary, and that the Subcontractor agrees to abide by the terms of this Agreement to the extent practicable.

31. Amendment

The Contractor agrees to amend this Agreement as may be necessary or required by the Board in order to comply with any applicable law, as may be necessary. In all other cases, the Agreement shall not be amended except via written instrument signed by both parties after Board ratification.

32. Governing Law

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

33. Compliance with School Ethics Act

Contractor 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.

34. 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.

35. Facilities

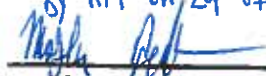
In accordance with the Proposal Specifications and Contractor's response thereto, it is the Contractor's responsibility to ensure that appropriate space is available for the provision of the Services. No additional compensation will be provided to Contractor for such space.

36. 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:

it is understood that vendor will obtain bond as provided by RFP on top of your name

For the Board:
MOSHE BENDER / PRESIDENT



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

Regina Robinson, Interim Business Administrator

RESOLUTION

- K. Move to record and award Competitive Contract CC03-1718 for Chapter 193 Evaluation and Determination received on June 21st, 2017 at a cost not to exceed the State rate as follows:

CC 03-1718 Eval & Det

	TECHNICAL MAX SCORE	MANAGEMENT	COST
On Track	55.0	45.0	
SCORER #1	54.5	45.0	
SCORER #2	54.0	45.0	
SCORER #3	55.0	45.0	
AVERAGE SCORE	54.5	45.0	0
TOTAL SCORE		99.5	
Psych-Ed			
SCORER #1	43.0	23.0	
SCORER #2	41.0	23.0	
SCORER #3	55.0	30.0	
AVERAGE SCORE	46.3	25.3	0
TOTAL SCORE		71.7	

The Evaluation Committee recommends award of CC03-1718 Chapter 193 Evaluation & Determination to On-Track Resources Ltd. for the 2017-18 school year