

**Preschool Education Program Contract**  
**School Year 2021-2022**

TAX ID: «TaxIDNumber»

This Agreement is made and entered into this first day of July 2021 by and between the **Newark Board of Education**, with principal offices located at **765 Broad Street, Newark, New Jersey 07102** (hereinafter referred to as the “District”), and «**Provider\_Name**», with its principal offices located at «**PrincipalOfficeLocationCityStateZip**»(hereinafter referred to as the “private provider” as applicable or “Provider”) (together “the parties”).

**Whereas**, the School Funding Reform Act, P.L. 2007, c.260 (SFRA), adopted in January of 2008 provides for the expansion of a high-quality preschool program to all age- and income-eligible at-risk preschool children in New Jersey; and

**Whereas**, this Agreement seeks to ensure that pursuant to the SFRA, the high-quality preschool program offered by the Provider contracting with the District shall meet the educational needs of the eligible three-and four-year-old preschool children of the District through the coordination of all federal, state and local public and private community resources; and

**Whereas**, the District is required to offer a high-quality preschool program and has determined to do so by contracting with a qualified Provider that complies with the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; and meets the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*; and

**Whereas**, the Provider is a private provider and is licensed by the New Jersey Department of Children and Families (DCF) and offers services in accordance with the applicable statutory and regulatory provisions and agrees to be bound by the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*, and Fiscal Accountability, Efficiency and Budgeting Procedures, *N.J.A.C. 6A:23A et seq.*, and

**Whereas**, it is the intent of the parties that through this Agreement, each party shall be in compliance with all applicable federal and state statutes and regulations. The parties recognize that in the event that there are statutory or regulatory amendments there will be a need to amend this Agreement during its term to comply with any such changes.

Now, therefore, the parties hereby acknowledge and agree to the following:

**I Purpose of Agreement**

- A. This Agreement provides funding for the six-hour comprehensive preschool educational program (Program) for **188 school calendar days for teachers with 182 school calendar days for children** during the 2021-2022 school year.
- B. The Provider shall offer a Program that shall meet the educational needs of the eligible three-and four-year-old preschool children of the District as set forth in this agreement and in accordance with the applicable requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and the requirements of this Agreement.

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C. The District shall work with the Provider to meet the requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and shall compensate the Provider in accordance with this Agreement.

## II Definitions

A. All terms within this contract have the same meaning as defined in *N.J.A.C. 6A:13A-1.2*, as supplemented below.

1. For purposes of this Agreement, the term “six-hour comprehensive educational program day” means a full-day preschool program in accordance with the school district’s grade one through twelve daily school calendar and not exceeding the District’s academic year.
2. For purposes of this Agreement, the term "Appropriately Certified Teacher" means an individual meeting the requirements set forth in Subsection III (E)(1) of this Agreement and *N.J.A.C. 6A:13A-4.3*.
3. For purposes of this Agreement, the term "Appropriately Qualified Teacher Assistant" means an individual meeting the requirements set forth in Subsection III (E) (2) of this Agreement and *N.J.A.C. 6A:13A-4.3*.
4. For purposes of this Agreement, the term Teacher Coach means an individual meeting the requirements set forth in *N.J.A.C. 6A:13A-4.2*.
5. For the purposes of this Agreement, the term “Quarterly Expenditure Report” means a report of all actual, approvable, reasonable and customary expenditures with supporting documentation and receipts available for inspection at any time by District or Department of Education (DOE) designee, for each quarter following the payment and report schedule provided in Section VII, Compensation, for all district-approved Provider budget planning documents for the 2021-2022 school year. This includes reporting the actual expenses for all approved salaries, benefits, payroll taxes, substitute stipends, classroom materials and supplies, technology, field trips and associated transportation, space costs, food costs, and administrative and indirect costs.
6. For the purposes of this Agreement, the terms “absent without excuse” and “unexcused absence” mean any absence not due to sickness or medical condition documented by a licensed medical professional or documented family emergency. Every effort should be made to reduce chronic absenteeism, which is defined as 10 percent of 180 days or 18 days of school. The district board of education shall ensure that preschool students are not suspended, long-term or short-term, and are not expelled from school (*N.J.A.C. 6A:13A-4.4(g)*).
7. For the purposes of this Agreement, the term “homeless children and youths” is as defined in: Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq.) (*N.J.A.C. 6A:17-2.2*), The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq.), The Improving Head Start for School Readiness Act (42 U.S.C. §9801 et seq.) — and refers to

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individuals who lack a fixed, regular, and adequate nighttime residence and includes the following four categories:

- a. Children and youth who:
  - i. share the housing of other persons due to loss of housing, economic hardship, or a similar reason;
  - ii. are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations;
  - iii. are living in emergency or transitional shelters; or
  - iv. are abandoned in hospitals.
- b. Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- c. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
- d. Children of migrant or seasonal workers who qualify as homeless because they are living in circumstances described in the first three categories.

### **III Provider Requirements**

#### **A. General**

The Provider shall at all times:

- 1. Be a private provider within the meaning of *N.J.A.C. 6A:13A-1.2*.
- 2. Be licensed by the Department of Children and Families, Office of Licensing as a Child Care Program pursuant to *N.J.S.A. 30:5B-1 et seq.*
- 3. Operate pursuant to the requirements set forth in the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and the terms of this Agreement.

#### **B. Comprehensive Education Program Requirements**

- 1. The Provider shall offer a Program for 188 school calendar days for teachers with 182 school calendar days for children during the 2021-2022 school year during the period July 1, 2021 through June 30, 2022.

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2. The length of the school day shall be at least six (6) hours and shall conform to the length of the school day of the District consistent with Subsection I (A).
3. The Program shall consist of the comprehensive curriculum articulated in the District's preschool plan or updates, as approved by the DOE and at a minimum shall include the following components:
  - a. A comprehensive curriculum supported by research, aligned with the *New Jersey Preschool Teaching and Learning Standards*, and linked to the *New Jersey Student Learning Standards (NJSLS)* that is approved by the DOE as part of the District's plan and annual updates;
  - b. Professional Development;
  - c. Health and Social Service Coordination;
  - d. Parent Involvement Activities; and
  - e. Transition Activities.

4. Secular Program

The Program offered by the Provider shall comply with all federal, state and local laws and regulations regarding the secular nature of programs receiving public funding. It is understood that violation of this provision shall be deemed a breach of this Agreement and shall be the basis for immediate termination pursuant to Section XI of this Agreement.

C. Free Provision of Program

The Provider shall not charge parents or families of children in the program any registration or other fees to participate in the Program, including any fees for holiday celebrations, field day activities, and/or any additional ceremonies, if the children are eligible for the program, free of charge.

The Provider shall not require parents or families of children to participate in wrap-around services in order to be eligible for enrollment in the Program.

D. Director Qualifications

The Provider shall have a director meeting the qualifications set forth in the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52 et seq.*) and the Elements of High- Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*).

1. The director shall be responsible for the development and implementation of the overall program and shall work on a full-time basis which includes the six hour comprehensive day and will be on-site at the child care center unless his/her presence is required at a District, DOE, or DCF function.
2. The director shall not serve in any other position including, but not limited to, instructional staff member or family worker, during the same hours as he/she is serving in the capacity of center director.

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3. If the director is required to be off-site for a required District, DOE, or DCF function, he/she shall assign an on-site designee, pursuant the Manual of Requirements for Childcare Centers, *N.J.A.C. 3A:52 et seq.* The designee shall not be a classroom teacher or teacher assistant or family worker.
4. The director shall be responsible for meeting and maintaining contracted preschool enrollment by ensuring that an enrollment outreach and recruitment plan is developed and implemented to enroll and register preschool eligible children throughout the school year.
5. The director shall be responsible for assuring the accuracy of student enrollment and attendance data collected and inputted as required in Subsection III (L) Student Attendance.
6. The director shall be responsible for ensuring the accuracy of the actual and approvable documentation related to the district's Parent Education and Registration Review process (PEARR). The director shall ensure that each Nurse assigned to their program by the Newark Board of Education Office of Early Childhood has a specified space and access to a phone in which to review and discuss confidential information with parents/guardians of registering/registered eligible children.

E. Staff Qualifications

The Provider's staff shall have the following qualifications:

1. All "Appropriately Certified Teachers" shall hold a Bachelor's Degree and, at a minimum, a certificate of eligibility or certificate of eligibility with advanced standing for Preschool through Grade Three certification or other equivalent preschool certification, as set forth in *N.J.A.C. 6A:9B et seq.*
2. Teachers holding a certificate of eligibility or certificate of eligibility with advanced standing for Preschool through Grade 3 must obtain a Standard P-3 Certificate according to the guidelines in effect by the Department of Certification and Induction at the time of hire. It is the Director's responsibility to track teacher credentials, consistent enrollment and adequate progress for P-3 candidates, and to ensure that certification requirements are met.
3. The Provider shall require all "Appropriately Qualified Teacher Assistants", both new hires and existing staff, to have, at a minimum, a high school diploma or its equivalent and, in school districts or schools supported by Title 1 funding, to also meet the requirements established by the Every Student Succeeds Act. The Newark Board of Education is a district supported by Title I funds for which classroom teacher assistants and floater teacher assistants shall hold a minimum of 48 to 60 college credits or a passing Para Pro Praxis exam in preschool or other equivalent field.
4. The Provider shall notify the District in writing, within ten (10) business days, of any termination or resignation of employment of any staff funded through the Preschool contract with the District of employment of teachers or teacher assistants serving children in preschool classrooms and when the employment of new personnel takes place.

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5. The Provider shall follow the guidelines under P.L 2018, C. 5, colloquially referred to as the “Pass the Trash” law of 2018 which requires schools to obtain a full list of employer contact information for the past twenty (20) years for any employee or vendor who may have contact with children within the school. This information must include a contact person who can provide a written statement that the person was not the subject of a child abuse investigation, disciplines for child abuse allegations, or had his or her license suspended for any reason. The employee will provide a written authorization that will allow a past employer to release the information.

F. Staffing Standards

The Provider shall comply with the following staffing standards for the six-hour comprehensive educational program:

1. Class Size

Contracted class size shall not be greater than fifteen (15) children with one Certified Teacher and one Appropriately Qualified Teacher Assistant, pursuant to *N.J.A.C. 6A:13A-4.3*. This ratio should be in place for the six (6)-hour day as described below.

2. Line of Sight

The teacher and/or teacher assistant must maintain a line of sight of the children during the six (6)-hour comprehensive educational program day.

3. Teacher Absences

A substitute teacher and/or substitute teacher assistant shall be present and working in the preschool classroom for each day that a teacher and/or teacher assistant is absent, whether due to illness, required training, or approved personal leave. The credential of the substitute for a teacher shall, at a minimum, meet county substitute credential requirements. Long-term substitute teachers for maternity or extended leave longer than three (3) weeks should have, at a minimum, a credential equivalent to the original classroom teacher. The qualification for a substitute teacher assistant shall, at a minimum, be a high school diploma. This is inclusive of any volunteers that do not meet the qualifications for the aforementioned positions. The Provider shall notify the District’s Office of Early Childhood in writing when a teacher or teacher assistant is absent for five (5) or more consecutive days by completing the corresponding Leave of Absence Form. The District shall work with the Provider in acquiring substitute certification for qualified staff.

G. Family Workers

The Provider shall have one (1) full time family worker, as required by *N.J.A.C. 6A:13A-4.6 (b) 2i-iv*, in place for every 45 children being served by the Provider who shall:

- a. Actively participate in the outreach, recruitment, enrollment and registration of preschool eligible children.
- b. Collaborate with the school district staff to ensure that activities for family involvement and social services occur.

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- c. Coordinate participation in health and social services designated by the District to serve the needs of the children and their families.
- d. Provide all requested data to the District. Complete data entry within 48 hours of new student enrollment or student drops and/or transfers in the appropriate data systems.
- e. Collaborate with the Preschool Intervention and Referral Team (PIRT) member and ensure that duties are carried out as designated in the District's PIRT process/protocol.
- f. Report to the director and collaborate with appropriate District social services staff.
- g. Complete a minimum of three (3) visits with each family in each school year.
- h. Not serve as teacher, secretary, substitute, or in any other capacity during the same hours as they are serving as the family worker.
- i. Conduct regular quarterly family sessions and participate in district sponsored family engagement events.
- j. Complete attendance action plans for all students who are chronically absent. Submit plans to the district within the required time frame.
- k. Update student attendance daily in PowerSchool per classroom data from the Teacher/Teacher Assistant.

#### H. Criminal History Background Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52* et seq., shall ensure that a Criminal History Record Information (CHRI) fingerprint background check is completed for all staff members at least 18 years of age who are or will be working at the center on a regularly scheduled basis, to determine whether any such person has been convicted of a crime, as specified in P.L. 2000, c. 77 and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to law or that the check reveals a disqualifying offense and the individual has demonstrated rehabilitation as determined by the Department of Children and Families.

1. Within two weeks after a new staff member begins working at the center, the Provider shall ensure that the new staff member completes the CHRI fingerprinting process.
2. Until the center receives the results of the CHRI background check from DCF for a new staff member, the center shall ensure that a current staff member is present whenever the new staff member is caring for children at the center.
3. The Provider's Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52* et seq.

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4. If it is discovered during the course of the Agreement that either a) an employee with disqualifying CHRI on file that has not demonstrated rehabilitation as determined by the Department of Children and Families, or b) an employee who has not had a CHRI background check is working at a school location, said employee shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CHRI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. In accordance with Child Abuse Record Information Background Check Procedures, 3A:52-4.10, the Provider must ensure that any Provider or District newly hired employee or consultant does not have unsupervised access to children until the complete background check process is complete.
7. The Provider must also ensure that any Provider or District employee, consultant, or contractor with access to children enrolled in the program must have the complete background check completed at least once every five years, in accordance with federal and state regulations.
8. When a person who is not required to complete a CHRI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children, *N.J.A.C. 3A:52-4.10; 3A:52-4.11*.

I. Child Abuse Record Information Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*, shall obtain from all staff members who are or will be working at the center on a regularly scheduled basis, written consent for DCF to conduct a Child Abuse Record Information (CARI) background check to determine whether an incident of child abuse and/or neglect has been substantiated against any such person.

1. Within two weeks after a new staff member begins working at the center, the Provider shall submit to the DCF Office of Licensing a completed CARI consent form for the new staff member.
2. Until the results of the CARI background check of a new staff member have been received from DCF, the Provider shall ensure that a current staff member is present whenever the new staff member is caring for children.
3. The Provider's Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52-4.9 et seq.*

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4. If it is discovered during the course of this Agreement that a CARI background check reveals that an incident of child abuse and/or neglect has been substantiated against a staff member, said staff member shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CARI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. Provider must conduct the complete background checks for each employee, consultant, or contractor at least once every five years, in accordance with federal and state regulations, which must include each of the checks listed in paragraphs Section H and Section I of this Agreement.
7. When a person who is not required to complete a CARI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a children or group of children, *N.J.A.C. 3A:52-4.10; N.J.A.C. 3A:52-4.11.*

J. Nondiscrimination

The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including the Civil Rights Act and the New Jersey Law Against Discrimination, and is committed to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

1. The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.
2. The provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the provider setting forth the above provisions of the above nondiscrimination clause.
3. The Provider certifies that it has an Affirmative Action Program and except with respect to affectional or sexual orientation and gender identity or expression, the provider will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital

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status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action 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.

4. The Affirmative Action Program must include, but is not limited to:
  - a. A Code of Conduct signed by all staff.
  - b. Mandatory Sexual Harassment Training inclusive of scenarios and an assessment.
  - c. A complaint reporting and accountability process and procedures.
5. The provider agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
6. The provider agrees to inform in writing to 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.
7. The provider 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.
8. In conforming with the targeted employment goals, the provider 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.

Providers must also adhere to contracting requirements for affirmative action and affirmative action supplements. Forms can be accessed at <http://www.state.nj.us/treasury/purchase/forms.htm>.

#### K. Confidentiality of Pupil Records

The Provider shall keep all pupil records in strictest confidence. During the term of this Agreement and at all times thereafter, the Provider shall not publish, disclose or use pupil records without prior written consent of the District or as otherwise provided by law in strict accordance with *N.J.A.C. 3A:52-1.1 et seq.*, *N.J.A.C. 6A:32-7.1 et seq.*, and the Federal Family Education Rights and Privacy Act.

#### L. Attendance Records

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The Provider shall collect and report daily attendance information on each enrolled child in the following manner:

1. The Provider and District will work together to address chronic absenteeism which is defined as missing ten (10) percent of school days, or 18 days of a 180-day school year. Providers with excessive absenteeism rates should create an action plan.
2. If any enrolled child is absent without excuse for up to ten (10) consecutive days of school, the District and Provider shall make every effort to contact the family and get the child to school. The District and Provider may begin attempts to contact the family prior to ten (10) consecutive unexcused absences. Parent must be contacted after the first absence and a home visit shall be conducted following three (3) consecutive absences.
3. The provider will make a concerted attempt to get the child to come to school. If these attempts fail and the child is absent without excuse for ten (10) consecutive days of school, the child shall no longer be enrolled and the District/Provider may fill the slot with another child.
4. Daily attendance reports shall be provided to the District on a monthly basis through the PowerSchool system.
5. In accordance with NJAC 6A:13A-4.4 (g), preschool children shall not be expelled or suspended, which includes sending children home early or excluding children for any reason other than medical such as injury or illness. Positive behavior supports through the *Pyramid Model for Supporting Social Emotional Competencies* shall be employed to reduce or eliminate challenging behaviors.
6. In addition, for Private Providers with expulsion policies, communication to families should include that expulsion is prohibited during the contracted 6- hour day.

M. Financial Management System

The Provider shall implement sound fiscal practices that include but are not limited to:

1. Maintaining a financial management system that provides timely, accurate, current and complete disclosure of all financial activities related to the Agreement, in accordance with Generally Accepted Accounting Principles (GAAP).
2. Making expenditures in strict accordance with the DOE's 2021-2022 Private Provider Budget and Expenditure Guidance.
3. Maintaining a preschool accounting system of all financial activities related to the Agreement separate from other funding sources.
4. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.

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5. Make modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
6. Amending the approved budget, when appropriate, with approval by the board of education.
7. Timely completion of all financial requirements and electronic submission of all financial reports described in Section VII of this Agreement.

N. Child Protection

Provider must ensure that staff are informed and comply with the following requirements related to child protection.

- a. Referrals to the Division of Child Protection and Permanency (**DCP&P**) are required and **mandated by NJ Department of Education** so that all school and child care staff members must report any suspicions of child abuse and/or neglect – including all directors/administrators. **Pursuant to N.J.S.A 9:6-8.10 and 18A:36-25** and NJ Department of Education regulations (**N.J.S.A 6A:16-11**).
- b. Any person having reasonable cause to believe that a child has been abused or neglected by a parent or caregiver is required to immediately notify DCP&P
- c. After reporting to DCP&P, any provider employee, volunteer or intern must inform the principal/director or other designated school official so that law enforcement authorities can be notified
- d. School personnel play an important role as reporters since they closely observe and interact with children on a daily basis
- e. Provider staff, including the director/administrator, shall contact the Child Abuse Hotline at 1-877NJ ABUSE should there be uncertainty in reporting processes and expectations related to child protection, which includes matters related to physical neglect/abuse, sexual abuse and/or emotional maltreatment.

O. Effective Active Supervision

Directors shall ensure that staff are trained in and are implementing active supervision best practices, and leveraging resources from the Office of Early Childhood as needed. Directors shall provide the Newark Board of Education Office of Early Childhood with documentation of training upon request.

**IV District/Provider Coordination, Cooperation**

- A. The Provider and the District shall ensure that the high-quality elements required by the *New Jersey Preschool Program Implementation Guidelines* are met.

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- B. The District shall, at a minimum, provide a Teacher Coach for every twenty (20) preschool classrooms to provide coaching and classroom support for classroom teachers in accordance with *N.J.A.C. 6A:13A-4.2*. Master teachers will also address special needs including, but not limited to, providing additional assistance to uncertified or inexperienced teachers and professional development that supports preschool English language learners and preschool children in inclusive classroom settings. The Provider agrees to allow the Teacher Coaches to provide coaching and professional development services in the Provider's contracted classrooms. The District, with the center director and the teaching staff, shall develop a professional development plan that describes the role and activities of the Teacher Coaches for the school year.
- C. The District shall make available to the Provider appropriate in-service training and systematic professional development activities.
- D. The District shall include the Provider's teachers in all professional development experiences offered by the district for the preschool teaching staff. The Provider's teachers must attend a minimum of **{insert number}** professional development in-service/trainings/workshops /web-based sessions offered by the District.
- E. The District shall make available a means for the Provider to obtain substitute certificates for staff members who are eligible.
- F. The District shall verify the credentials and progress toward obtaining the appropriate certification or credentials, where applicable, of all preschool teaching staff in a Provider and shall verify that all required background and criminal checks on all employees have been conducted.
- G. The District and the Provider shall articulate plans and activities for children and parents who are making the transition to elementary schools.
- H. The District shall make available health and social service resources to the Provider.
- I. The District and Provider are jointly responsible for recruitment of children.
- J. The District is responsible for ensuring that each preschool child is screened within 2 months of school entry using a developmentally-based early childhood screening assessment approved by the DOE. Provider shall ensure that the screenings, using the selected Early Screening Inventory-Revised (ESI-R), are conducted by the classroom teacher upon a child's entry into the program. The Provider shall also ensure that information from the ESI-R will not be used to determine or deny placement of any child. The Provider is responsible for notifying parents/guardians before and after all screenings are conducted. The Provider is responsible for entering the student results in PowerSchool and informing their PIRT member upon completion.
- K. Eligibility for contract renewal is based on each contracting Provider classroom maintaining a minimum reliable score of **{all districts must insert a 4.5 unless discussion with DOE results in a different score entry}** on the Early Childhood Environment Rating Scale, Third Edition (ECERS-3). The ECERS-3 must be administered by the District in each classroom no less than once every three (3) years.

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- L. The Provider shall allow District or DOE designees necessary access to conduct needs assessments and data collection.
- M. The District shall provide financial management assistance to the Provider in the development and monitoring of the Provider's annual budget and implementation of the preschool program.
- N. The District shall provide a copy of its work schedule for all teaching staff to the Provider to allow the Provider to ensure that the work schedule established for the teaching staff in the contracted preschool classrooms is comparable to the work schedule provided by the District for both teaching staff contract hours and teaching staff student contact hours and is made available to all affected teaching staff.
- O. The District shall share with the Provider the plan for transition initiatives from program entry to kindergarten through grade three.
- P. The Provider shall submit a copy of their lease agreement or any written agreement for space, rent, or mortgage to the District for the school year, in every instance when the Provider is bound by such an agreement.
- Q. The Provider shall receive written approval from the District, consistent with N.J.A.C. 6A:13A-7.1(c) prior to any change affecting physical space or location of classrooms.
- R. The McKinney-Vento Act and the New Jersey Administrative Code applies to homeless children and youths, which includes children attending preschool programs. District and Provider shall collaborate and coordinate to ensure that children experiencing homelessness are immediately enrolled, participate in educational programming, and have access to high quality early childhood programs.
  - 1. School districts that offer a public preschool education program must ensure that children experiencing homelessness have the same access to that education as is provided to non-homeless children (42 U.S.C. § 11432(g) (4)), (*N.J. A.C. 6A:17-2.1, 6A:17-2.3*).
  - 2. The McKinney-Vento Homeless Assistance Act (McKinney-Vento) requires state and local educational agencies (LEAs) to remove barriers to school enrollment (42 U.S.C. §11432(g)(1)(I)), (*N.J.A.C. 6A:17-2.4(a)(3)*),
  - 3. Districts must ensure the immediate enrollment of children experiencing homelessness, even if they lack documents typically required for enrollment, including birth certificates, health records, and proof of residency. Immediate enrollment, is one of the core protections of the McKinney-Vento Act (42 U.S.C. §11432(g)(3)(C)), (*N.J.A.C. 6A:17-2.5(g)*).
  - 4. In accordance with the McKinney-Vento Act and New Jersey Administrative Code (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*), districts must provide transportation to ensure children experiencing homelessness have access to their educational day.

School districts that transport non-homeless children also must provide comparable transportation services for children experiencing homelessness (42 U.S.C. § 11432(g)(4)(A)), (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*). In addition, transportation to the school district of residence must be provided when requested by a parent or guardian (42 U.S.C. §11432(g)(1)( J)(iii), (*N.J.A.C. 6A:17-2.4(7)*) . Districts must continue to provide transportation to and from the school district of residence to formerly homeless students who become permanently housed for the remainder of the academic year during which the child becomes permanently housed (42 U.S.C. § 11432 (g)(3)(A)(II), (*N.J.A.C.*

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6A:17-2.5). All transportation must be arranged promptly to ensure immediate enrollment and so as not to create barriers to homeless students' attendance, retention, and success (see 42 U.S.C § 11431(2) and 11432(g)(1)(I)), (*N.J.A.C.* 6A:17-1.1, *N.J.A.C.* 6A:17-2.4).

Ongoing communication, collaboration, and coordination between Provider and District, including teachers, social workers, McKinney-Vento regional coordinators/district homeless liaisons, and health staff members are vital in order to increase the enrollment of children and the provision of services to them and their families.

### **V Monitoring of Program Performance**

- A. The District and the DOE are responsible for monitoring the Provider on a regular basis to ensure that the Provider is delivering a quality program. The Provider shall provide the District, the DOE and the Department of Human Services access to its site and program records for purposes of monitoring and ensuring that the Provider is complying with all aspects of this Agreement.
- B. The Provider shall inform the District in writing of all conditions that may negatively affect or are negatively affecting 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 Provider to correct the problems and when corrective action will be taken.
- C. The District may, at any reasonable time, make site visits to inspect the program, facility, books, records and equipment relating to the provision of the early childhood education services, review program accomplishments and management and financial control systems, as well as interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.
- D. The District shall conduct on-site monitoring at least twice in each contract year to assess compliance and shall ensure that the Provider is complying with the requirements of this Agreement.
- E. The District shall assess classroom quality and create action plans for teaching staff using the following steps:
  - 1. The District shall score program quality on a graduated scale in all preschool classrooms based on results of the ECERS-3 as referenced in Subsection IV (K) of this Agreement.
  - 2. An action plan shall be developed and implemented by the District and Provider if any classroom falls below the minimum acceptable ECERS-3 score referenced in Subsection IV (K) of this Agreement. Development of the action plan shall involve participation of the District and the Provider in joint discussions to determine the classroom quality improvements that are necessary based upon the results of the observation instrument and establishment of a timeframe for making the required changes. The Teacher Coach shall provide technical assistance to the classroom teacher based upon the action plan.
  - 3. If the District deems that improvements have not been made according to the established plan and schedule, the District or Provider should request that the classroom or program be evaluated by a

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reliable independent observer approved by the DOE. If the reliable independent observer verifies that the action plan is not being satisfied, steps shall be taken to remove the Provider teacher and/or teacher assistant from the classroom or not renew or terminate the preschool program contract pursuant to the provisions for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.

- F. The site director identified in Section III-D shall also be responsible for oversight of the following:
1. Teacher Performance:
    - a. Performance shall be monitored on a consistent basis through regular and purposeful visits to each classroom for informal observations. Each visit will be followed by formative feedback. Written records of each visit and feedback must be maintained,
    - b. New teachers participating in the Provisional Teachers Certification process must also receive two formal observations each year. The first shall be completed by December 13th and the second by April 9th. Copies of all formal observations shall be submitted electronically to the Office of Early Childhood by the deadline for their completion.
  2. Schedule and Lesson Planning:
    - a. Classrooms shall follow the Newark Board of Education Office of Early Childhood's protocols and guidance on the curriculum daily schedule and lesson plan.
    - b. Lesson plans shall be completed and posted in the classroom by teachers on a regular basis (i.e., weekly/biweekly), evidence of which must be made available to Office of Early Childhood staff.
    - c. Lesson plans shall be reviewed and signed by the director for each teacher. Feedback shall be given by the director regarding the appropriateness and completeness of the learning objective, developmentally appropriate practices, assessment criteria, differentiated instruction, and the use of the teacher assistant at a minimum.
  3. Student Assessment:
    - a. Ensure that a child's student identification number from PowerSchool is entered into the GOLD™ system to ensure accurate identification of GOLD™ data for each child registered in the program.
    - b. Ensure that child assessment information and data is properly and timely recorded for each child using the online GOLD™ assessment system by monitoring check-point collections of child portfolios, anecdotes, and preparation of progress reports. This also includes ensuring that the data in the GOLD™ system is always accurate (i.e. children associated with a teacher are correctly entered into the system, student identification numbers from PowerSchool are entered into GOLD™ accurately, etc.)

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- c. Ensure that assessment data is used to assess and monitor students' progress and discuss with teachers how they shall use the data for planning and instruction.
  - d. The Provider shall grant teachers the use of a computer and reliable internet access to ensure that teachers can input data into the Teaching Strategies GOLD™ system as well as analyze, plan and deliver effective instruction.
  - e. Additionally, the Provider shall give sufficient time to teachers to conduct assessment work group meetings in accordance with the Newark Board of Education Office of Early Childhood's protocols.
  - f. Directors will conduct monthly data driven discussions with teachers.
  - g. Ensure that required classroom and site data is submitted to the District as required.
4. Preschool Intervention and Referral Team Process (PIRT):
- a. Ensure that the PIRT process is carried out in accordance with District protocol.
  - b. Ensure that the family worker(s) and teacher carry out their prescribed duties in collaboration with PIRT staff.
  - c. Monitor and ensure that intervention plan strategies are carried out by designated staff.
5. Parent Teacher Conferences:
- a. Ensure that two (2) Parent Teacher Conferences are held each school year on dates consistent with the District's calendar.
6. Classroom Quality:
- a. Ensure that all Action Plans related to Classroom Quality Rating Instruments (ECERS-3, TPOT, Curriculum Fidelity Tool, etc.) are implemented and maintained according to agreed upon timelines.
7. Reporting of Incidents:
- a. Ensure that all Incidents (i.e. regarding the health and safety of children families and staff, etc.) are reported on the day of the incident to the Office of Early Childhood per established guidelines and protocols. All Provider staff must remember that they are mandated reporters as per the Division of Child Protection and Permanency (DCP&P) in cases of child abuse and/or neglect.
8. Enrollment:
- a. Director will work collaboratively with family workers to ensure that each contracted classroom maintains at minimum 14/15 students throughout the school year.

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**VI Records, Maintenance and Retention of Records**

- A. Any and all records concerning the operation of the program shall be retained in accordance with The School District Records Retention Schedule (attached to this Agreement as Attachment A and incorporated herein). Such records shall be made available to the representatives of the District and the DOE upon request. Such records shall also be available to the public to the same extent that the District records are available for public inspection.
- B. Where not otherwise specified in the School District Records Retention Schedule, the retention period starts on July 1 for records created by or filed with the Provider during the prior school year.
- C. If the provider intends to destroy any records no longer necessary to maintain under the School District Records Retention Schedule, Provider must consult and seek written approval from the District, prior to any destruction of records. Otherwise, the Provider shall transfer those records to the custody of the District.
- D. The Provider shall cause all Subcontractors to comply with the terms of this Section.
- E. The Provider shall maintain and have available for audit and/or inspection all books and records that may be requested by the District, DOE and/or DCF. A copy of said documents shall be provided to the District, the DOE and/or DCF upon request.
- F. The Provider shall submit to the District, in a timely manner, monthly student enrollment and attendance reports, and such other reports or data as may be required by this Agreement, statute or regulation per District protocols and/or using the appropriate District forms/systems (i.e. PowerSchool system). The District and DOE shall provide reasonable notice of audits and/or inspections.
- G. The Provider shall provide, in a timely manner, copies of all work papers produced in connection with audits made by the Provider to the District and the DOE, upon written request.

**VII Compensation**

- A. The maximum number of children for which the Provider will be compensated is «**ContractedSlots1**»
  - «**Site**»                      «**SiteSlots**»
  - «**Site2**»                      «**ContractedSlots2**»
  - «**SiteSlot3**»                      «**ContractedSlots3**»
  - «**Site4**»                      «**ContractedSlots4**»
  - «**Site5**»                      «**ContractedSlots5**»
  - «**Site6**»                      «**ContractedSlots6**»
  - «**Site7**»                      «**ContractedSlots7**»

for the 2021-2022 school year.

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The District shall pay monthly to the Provider one-tenth (1/10) of the provider's approved 2021-2022 budget planning document subject to revisions pursuant to Subsection VII(C), (D), (G), & (H)(4). Any revisions made pursuant to Subsection VII(C), (D), (G), & (H)(4) shall be made based on the provider's average daily enrollment, not average daily attendance. The district-approved 2021-2022 budget planning document is attached as Attachment B.

- B. From October through June, in the event the average monthly enrollment for the month is greater than or equal to fourteen-fifteenths (14/15) of the number of contract slots in A above, then the amount due the following month under the contract shall equal the monthly amount as described in A above. The amount due the following month under the contract shall equal the monthly amount multiplied by the average daily enrollment for the month, divided by the number of contract slots, except in instances where:
1. For a provider with one (1) to four (4) classroom(s) no more than two (2) total vacancies, the amount due the following month shall equal the monthly amount under Section VII (A).
  2. For a provider with five (5) to eight (8) classes and no more than four (4) total vacancies, the amount due the following month shall equal the monthly amount under Section VII (A).
  3. For a provider with nine (9) to fifteen (15) classes and no more than nine (9) total vacancies, the amount due the following month shall equal the monthly amount under Section VII (A).
  4. For a provider with sixteen (16) or more classes and no more than fourteen (14) total vacancies, the amount due the following month shall equal the monthly amount under Section VII (A).
  5. If a Provider has been identified and notified in writing by the District that they are a Preferred Partner who has agreed to reserve a number of seats to serve students identified as Preschool Child with a Disability, in the event the daily enrollment for the month is greater than or equal to fourteen-fifteenths (14/15) of the number of contracted slots in A above, then the amount due the following month under the contract shall equal the monthly amount in Section VII (A).
- C. From October through June, in the event the average monthly enrollment for the month is less than fourteen-fifteenths (14/15) of the number of contract slots, the amount due the following month under the contract shall equal the monthly amount multiplied by the average monthly enrollment for the month, divided by the number of contract slots except under the circumstances outlined in Section VII(A), (B)and(C).
- D. For the month of October, the amount due under the contract shall not be subject to adjustment due to September enrollment for each contracted classroom that is open to receive children by September 1 except under the circumstances outlined in Section VII(A), (B) and (C).
- E. The Provider shall collect and report daily attendance information on each enrolled child in the manner set forth in Subsection III (L)(4).

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- F. Collection of attendance information should be used for operational and reporting purposes only.
- G. The District shall make ten (10) monthly payments to the Provider in the sum of one-tenth (1/10) of the revenues provided under the Provider's District-approved 2021-2022 budget planning document as set forth in A above except under the circumstances outlined in Section VII(A), (B) and (C).
- H. Except for September 1, payment shall be made each month following receipt and verification of the Provider's enrollment for the previous month. The enrollment report is to be submitted to the District on the last business day of each month. Monthly payments will not be made until the enrollment report is received and reviewed by the District. The District will review the enrollment report within one week of receiving the report. In addition, the final payment, which is to be adjusted in accordance with C and F above and based on the Provider's enrollment reports for May and June and Quarterly Expenditure Reports including receipts and supporting documentation, pursuant to H below, shall be issued on or before August 1, 2021. (The District will pull the enrollment report from the PowerSchool system on the 25<sup>th</sup> day of each month regarding enrollment for that month. The District will pull the enrollment data on the 25<sup>th</sup> of each month to enable delivery of payments on the 15<sup>th</sup> of each month. The Provider shall enter student's registration information into PowerSchool only after all required documents have been completed and approved by the Office of Early Childhood. Monthly payments shall be based on the enrollment, registration and attendance information maintained in PowerSchool, reflecting the registrations approved by the District's Office of Early Childhood. In addition, the final payment, which is to be adjusted in accordance with (B) and (C) above and based on the Provider's enrollment reports for May and June and Quarterly Expenditure Reports including receipts and supporting documentation, pursuant to (H) and (I) below, shall be issued on or before August 1, 2021.)
- I. The Provider agrees to submit to the District a Quarterly Expenditure Report, as defined in Subsection II (A)(4), of actual, approvable, reasonable and customary expenditures signed and certified by the director and officer of the corporation (if the director is not an officer), if incorporated, and understands that the District will recoup any unexpended or misspent funds based on the Quarterly Expenditure Reports, enrollment records and monthly payments made by the District. Based on its review of the Quarterly Expenditure Report, the District shall make prorated adjustments to subsequent monthly payments.
1. If the provision for receipt and verification of the Provider's enrollment as described in G above are met, monthly payments shall be made on: September 1, October 15, November 15, December 15, January 15, February 15, March 15, April 15, and May 15. One final payment shall be issued on or before August 1, 2021 provided that expenditure reports are submitted by the required due dates, that all expenditures are accurately documented, and that the report is complete at time of submission.
  2. Quarterly Expenditure Reports (for quarters ending September 30, December 31, March 31, and June 30) shall be submitted to the District no later than: October 15, January 15, April 15, and June 30, respectively.
  3. The provider will appropriately expend funds to meet the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.* for each category of goods and services in their District-approved

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2021-2022 budget planning document, including, but not limited to instructional staff positions, materials, supplies, and technology. Materials, supplies, and technology purchases must also meet the criteria set forth in the district's comprehensive preschool curriculum.

4. The District may make a monthly payment adjustment at any time during the contract period to reimburse the Provider for large expenditures related to approved budget items including, but not limited to, playground equipment.
5. Districts may not withhold funding at any time during the contract period without meeting with the Provider. If the issue of payment is not resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

### **VIII Availability of Funds**

The parties recognize that payments by the District to the Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of state funds. The Provider is aware that the District's receipt of state funds is expressly conditional upon allocation, review and approval by the DOE. If a District, for any reason, does not receive sufficient State funds to make the required payments under this contract, 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.

### **IX Term of Agreement**

The term of this Agreement shall be July 1, 2021 to June 30, 2022.

### **X Renewal of Non-Renewal of a Preschool Program Contract**

- A. The District Board of Education and Provider and DOE shall use the following processes for renewal or non-renewal of the Provider preschool program contract:
  1. For all Provider contract renewals:
    - a. The District shall notify any Provider, in writing on or before May 1 of each contract year, of its intent to renew the preschool program contract for an additional one-year term.
    - b. The Provider shall notify the District in writing within thirty (30) days of receipt of a renewal notice from the District of its acceptance or rejection of the offer to renew the Agreement for one year.
  2. For all Provider contract non-renewals:
    - a. The District shall notify the Provider, the DOE, Division of Early Childhood Education, and the DCF, Office of Licensing in writing on or before May 1 in any contract year of the intent to not renew any Provider's preschool program contract for an additional one-year term. The notification shall include the reason(s) for non-renewal, including, but not limited to:

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- i. Fiscal mismanagement: The District must provide documentation verifying evidence of the Provider’s fiscal mismanagement as well as documentation that the district attempted to assist the Provider to correct fiscal mismanagement issues.
- ii. Poor classroom quality: The District must provide evidence that it first assessed classroom quality and created a classroom quality improvement plan in accordance with Section V of this Agreement.
- iii. Available in-district classroom space: For a non-renewal based on available in-district space, the following requirements must be met:
  - (1) The new configuration must meet the elements of high quality described in N.J.A.C. 6A:13A et seq. and educational facilities standards for preschool described in *N.J.A.C.* 6A:26 et seq.; and
  - (2) It must be economically more efficient to serve the preschool children in the district space, after considering all costs associated with providing the preschool program; and
  - (3) The quality of the current in-district preschool program must meet an average ECERS-3 score of at least four point five (4.5).
- b. The Provider may dispute the non-renewal of the preschool program contract received in writing from the District by notifying the District and the DOE in writing within ten (10) business days of receipt of the notice of non-renewal.
- c. If non-renewal is disputed by the Provider, the Provider and the District shall submit written justification for their positions to the DOE, Division of Early Childhood Education within ten (10) days of the Provider’s notification of intent to dispute.
- d. The appropriateness of the non-renewal decision will be affirmed or denied by the DOE. The non-renewal decision may be appealed to the Commissioner of the DOE (“Commissioner”) pursuant to *N.J.A.C.* 6A:3 et seq., Controversies and Disputes.
- e. Upon non-renewal, the District shall recover from the Provider all playground materials, playground equipment both installed and uninstalled, start-up classroom materials and start-up classroom technology and/or any other materials purchased by the district (i.e. health related materials) or the monetary equivalent thereof. The amount to be recovered shall be determined by current market value or depreciated value of said items (as per Federal Depreciation schedule), whichever is lower.

**XI Termination of a Preschool Program Contract (see *N.J.A.C.* 6A:13A-9.4(b))**

A. The District shall have the right to terminate this Agreement immediately upon:

1. Notice of revocation of the Provider’s license;

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2. Provider's breach of any of the following provisions of this Agreement:
    - a. Failure to conduct CHRI background checks as set forth in Subsection III(H) of this Agreement;
    - b. Failure to conduct CARI checks as set forth in Subsection III(I) of this Agreement; or
    - c. Violation of any federal, state or local law or regulation regarding the secular nature of programs receiving public funding as set forth in Subsection III(B)(3) of this Agreement.
  3. Provider's action(s) or inaction(s) that placed children in the Program at serious risk of harm.
- B. For any breach of contract, except those that trigger the right to immediate termination defined in Subsection XI(A), the District shall have the right to terminate this Agreement as follows:
1. If a Provider fails to comply with any of terms of this Agreement or applicable federal, state or local requirements, the District shall notify the Provider and the DOE, Division of Early Childhood Education and Family Engagement of the deficiency in writing.
  2. If the Provider fails to submit a corrective action plan demonstrating how they will resolve the deficiency within thirty (30) days and if the Provider fails to implement the correction action plan within ninety 90 days, the District may initiate termination of this Agreement upon written notice to the Provider and DOE, Division of Early Childhood Education and Family Engagement. Termination of the contract shall be subject to written approval by the DOE to the District and Provider.
    - a. District must submit the deficiency in writing
    - b. Provider must submit a corrective action plan within thirty (30) days
    - c. Provider must implement the corrective action plan within ninety (90) days.
- C. The Provider shall have the right to appeal to the Commissioner a District's decision to terminate this Agreement pursuant to N.J.A.C. 6A:3 et seq., Controversies and Disputes. The filing of an appeal under N.J.A.C. 6A:3 et seq. shall not prevent the termination from becoming effective on the date specified unless the appealing party seeks and is granted a stay pending decision by the Commissioner.
- D. The District and the Provider may terminate this Agreement by mutual agreement, in writing, upon notice to and receipt of written approval from the DOE.
1. In the event of termination under this Subsection XI(D), said termination shall take effect upon the thirtieth day from the date the District and the Provider receive written approval from the DOE to terminate this Agreement.
- E. Upon termination, the District shall recover monetary value of startup materials limited to playground equipment, non-consumable startup materials, and start up classroom technology based on DOE approval. The amount recovered shall be determined by the current market value or depreciated value of said items (as per Federal Depreciation Schedule), whichever is lower.

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- F. In the event of non-renewal or termination of this Agreement pursuant to Sections X and XI of this Agreement, by either the District or the Provider, the Provider shall continue the service until the District has found an appropriate placement for all children unless termination was instigated under the provisions set forth in Subsection XI(A) in which case termination shall be immediate. At no time shall the Provider be required to continue the service for more than ninety (90) days beyond the expiration or termination date of the existing Agreement. The Provider will be reimbursed for this continued service at the funding level established in Subsection VII of this Agreement.

**XII Informal Dispute Resolution Process**

- A. The District and Provider shall attempt to resolve any dispute that may arise under this Agreement. If the dispute cannot be resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

**XIII Subcontracting and Assignment**

- A. The Provider shall not subcontract and/or assign services to be provided pursuant to Section I of this Agreement, without written approval from the District and the Commissioner.
- B. The Provider agrees to make all records of any subcontractor available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement for the purpose of review. 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 District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement.

**XIV Indemnification**

- A. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Agreement, nor shall they be construed to neither relieve the Provider from any liability nor preclude the State from taking other actions available to it under any other provision of this Agreement or at law.
- B. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the District and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever,

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which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Agreement, nor shall they be construed to relieve the Provider from any liability nor preclude the District from taking other actions available to it under any other provision of this Agreement or at law.

- C. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

**XV Insurance**

- A. The Provider shall procure and maintain at its own expense, until at least two years after the completion of all services performed under this Agreement and any modification hereto, liability insurance for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The Provider expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Provider's obligations assumed in this Agreement, and shall not be construed to relieve the Provider from liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

- 1. The types and minimum amount of insurance shall be as follows:

- a. General Liability Insurance

- i. The minimum limits of liability for this insurance shall be as follows:

- (A) Bodily Injury Liability  
Each Occurrence: \$1,000,000.00  
Aggregate: \$3,000,000.00

- (B) Property Damage Liability  
Each Occurrence: \$1,000,000.00  
Aggregate: \$3,000,000.00

- (C) Sexual Molestation Insurance with limits of liability not less than \$1,000,000.00 combined single limit  
Each Occurrence: \$1,000,000  
Aggregate: \$3,000,000.00

- ii. The above required General Liability Insurance shall name the State of New Jersey as an additional insured. The above required General Liability Insurance shall also name the District as an additional insured. The coverage to be provided under this policy shall include

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contractual liability coverage. The aggregate limits may be increased by the parties, upon mutual agreement, in order to provide adequate protection to the State and the District.

b. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles and/or buses for the approved transport of children with minimum limits as follows:

- i. Bodily Injury Liability: \$2,000,000.00 each occurrence;
- ii. Property Damage Liability: \$2,000,000.00 each occurrence; and
- iii. The above required Comprehensive Automobile Liability Insurance shall name the State of New Jersey as an additional insured. The above required Comprehensive Automobile Liability Insurance shall also name the District as an additional insured. The Provider shall equip any vehicle and/or bus used in the transportation of children with "children's seats."

c. Workers' Compensation Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction.

d. Employer's Liability Insurance

Employer's Liability Insurance with limits not less than:

- (1) \$1,000,000 Bodily Injury, each occurrence;
- (2) \$1,000,000 Disease each employee; and
- (3) \$1,000,000 Disease aggregate limit.

e. Employee Fidelity Bond

An Employee Fidelity Bond shall be procured on all employees of the Provider insuring against loss from employee's dishonest acts. The Bond shall be in the amount of a percentage of the current year's budget set forth in the schedule below:

<b>Total Budget</b>	<b>Minimum Bond Amount</b>
Up to \$100,000.00	20 percent of budget (Minimum \$10,000)
\$100,000.01 to \$250,000	\$20,000 plus 15 percent of all over \$100,000
\$250,000.01 to \$500,000.00	\$42,500 plus 13 percent of all over \$250,000

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<b>Total Budget</b>	<b>Minimum Bond Amount</b>
\$500,000.01 to \$750,000.00	\$75,000 plus 8 percent of all over \$500,000
\$750,000.01 to \$1,000,000.00	\$95,000 plus 4 percent of all over \$750,000
\$1,000,000.01 to \$2,000,000.00	\$105,000 plus 2 percent of all over \$1,000,000
\$2,000,000.01 to \$5,000,000.00	\$125,000 plus 1 percent of all over \$2,000,000
\$5,000,000.01 to \$10,000,000	\$155,000 plus 1/2 percent of all over \$5,000,000
10,000,000.01 and upwards	\$180,000 plus 1/4 percent of all over \$10,000,000

In fixing such minimum bond, round to the nearest \$1,000.

2. The Provider shall, prior to the commencement of services required under this Agreement, provide the District with valid Certificates of Insurance as evidence of the Provider's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in Subsection A(1)(a), (b), (c), (d) and (e) above.
3. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth Subsection A(1)(a), (b), (c), (d) and (e) above. Allowance of any additional exclusions will be at the discretion of the State. Regardless of the allowance of exclusions or deductions by the State, the Provider shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks the Provider assumes under this Agreement and as imposed by law.
4. The Certificates shall provide for notice in writing to the District prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The Provider shall also, upon request, provide the DOE with valid Certificates of Insurance and copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the Provider.

In the event that the Provider provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Provider is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the Provider shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the District is continuously in possession of evidence of the Provider's insurance in accordance with the foregoing provisions.

5. In the event the Provider fails or refuses to renew any of its insurance policies, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the District may refuse to make payment of any further monies due under this Agreement until such time as the Provider reinstates the insurance, consistent with the requirements

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of this Agreement. Upon reinstatement, the District will promptly pay the Provider all money withheld in accordance with this provision. If the Provider does not reinstate the insurance within thirty (30) days of notice by the District of the insurance lapse, the District may, upon approval of the Commissioner, terminate this Agreement.

6. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

**XVI Notices**

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if a) delivered by registered and certified mail, return receipt requested or b) delivered by hand. Until changed by notice in the manner specified above, the addresses of the parties to this Agreement shall be:

**For the District:**

Yolonda Severe, Executive Director  
Newark Board of Education  
Office of Early Childhood  
765 Broad Street, 4<sup>th</sup> Floor East  
Newark, New Jersey 07102

**With a copy to:**

General Counsel  
Newark Board of Education  
765 Broad Street, 7<sup>th</sup> Floor  
Newark, New Jersey 07102

**For the Provider:**

«ContractPersonName», «Contract\_Person\_Title»  
«Provider\_Name»  
«PrincipalOfficeLocationCityStateZip»  
  
«email\_address»

**XVII Anti-Collusion**

The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the

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performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.

### **XVIII Independent Contractor**

The relationship of the Provider to the District is that of an Independent Contractor. The Provider, its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered employees of the District or the State of New Jersey and shall not have the right to bind or obligate the District or State in any manner.

### **XIX Business Registration**

Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.

### **XX Pay to Play Provisions**

#### **A. Pay to Play Bar**

Pursuant to N.J.A.C. 6A:23A et seq., and consistent with the definitions of N.J.S.A. 19:44A-1 et seq., each contracting for-profit Provider shall provide the requisite vendor certification(s) of reportable contributions to the District in advance of execution of the contract so that the District may determine whether there has been any contribution that would bar the entry of the contract between the District and the for-profit Provider.

#### **B. Pay to Play Disclosure**

Pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271), each contracting for-profit Provider shall submit the requisite disclosure(s) to the District at least ten (10) days prior to entering into this contract.

#### **C. Disclosure of Contributions to ELEC**

Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

### **XXI Miscellaneous**

#### **A. Compliance with Laws**

The Provider covenants that it is familiar with and shall comply with the provisions of all statutes and regulations of the DCF, Child Protection and Permanency, and the DOE, as well as other

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federal, state and local statutes and regulations which are, or may become, applicable to the provision of child care services and early childhood education provided under this Agreement. This includes, but is not limited to, the Provider's obligation immediately to report to Child Protection and Permanency any suspected incident of child abuse or neglect. The Provider agrees it shall maintain, throughout the term of this Agreement, a current Child Care Center License as issued by the DCF's Office of Licensing.

B. Applicable Law

The parties agree that this Agreement shall be construed and enforced under the laws of the State of New Jersey.

C. Entire Agreement

This Agreement, together with all Attachments referred to herein, constitutes the entire Agreement between the parties and supersedes all oral and written Agreements, if any, between the parties. No amendment or modification changing the Agreement's scope or terms shall have any force and effect unless it is made in writing, signed by both parties and approved by DOE.

D. Headings

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

E. Severability

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

F. Waiver

No term or provision hereof shall be deemed waived and no breach excused by the parties unless such waiver or consent shall be in writing and signed by the appropriate officers of the parties.

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In Witness Whereof the parties have executed this Agreement as of the day and year above set forth.

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Name of School District

By:

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Board Chairperson Signature

Date

Approved as to Legal Form:

By:

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General Counsel Signature

«Provider\_Name»

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Name of Provider's Center/Agency

By: «ContractPersonName», «Contract\_Person\_Title»

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Authorized Provider Signature and Title

Date

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Appendixes

- I Budget Planning Workbook approved as of 6/01/2021
- II NJDOE-DECE October Letter for Monthly Payment
- III NBOE – OEC Fiscal Accountability and Compliance Guidance