

**SPECIAL PUBLIC MEETING
JUNE 28, 2022**

I. Salute to the Flag

II. Presiding Officer's Meeting Notice Statement

"I hereby call to order the Special Public Meeting of the Teaneck Board of Education, held on Tuesday, June 28, 2022, virtually via zoom app, at 8:00 PM. Adequate notice of this meeting has been sent to the Record, filed with the Municipal Clerk and posted on the school district website at www.teaneckschools.org, on June 16, 2022."

III. Roll Call

<i>Board Member</i>	<i>Present</i>	<i>Absent</i>
Ms. Burns (Linda)		
Ms. Fisher (Victoria) - Vice President		
Mrs. Gee (Danielle)		
Dr. Klein (Dennis)		
Mr. Rodriguez (Jonathan)		
Mr. Rodriguez (Sebastian) - President		
Ms. Sanders (Denise)		
Ms. Vatsky (Sharon)		

IV. Reaffirmation of District Goals

V. Public Comment (Agenda and Non-Agenda items)

VI. Agenda Items

VII. Executive Session

1.
 - Board Trustee Candidate Interviews

VIII. Board Vacancy Appointment

IX. Adjournment

Teaneck Public Schools

Mission: The Teaneck Public School District educates and empowers students by providing a high-quality, rigorous educational experience which prepares students for success within a diverse, global society.

Vision: The Teaneck Advantage: Educational Excellence for All

Board Goals

GOAL 1: Teachers and administrators in the Teaneck Public Schools will further elevate academic programs by creating varied learning pathways and by improving student supports.

GOAL 2: The Teaneck Public Schools will continue to improve facilities and technology in support of 21st Century learning opportunities.

GOAL 3: The Teaneck Public Schools will execute effective communications and solidify quality relationships with educational partners within and throughout the community.

GOAL 4: The Teaneck Public Schools will create equitable and inclusive learning opportunities for all students.

GOAL 5: The Teaneck Public Schools will ensure operational excellence in hiring, developing and retaining staff.

FINANCE AND BUDGET

JUNE 28, 2022

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following **Finance and Budget** resolutions:

1. **WHEREAS**, N.J.S.A. 18A:21-2 and N.J.S.A. 18A:7G-13 permit a Board of Education to establish and/or deposit into certain reserve accounts at year end, and
WHEREAS, the aforementioned statutes authorize procedures, under the authority of the Commissioner of Education, which permit a Board of Education to transfer anticipated excess current revenue or unexpended appropriations into reserve accounts during the month of June by Board resolution, and
WHEREAS, the Teaneck Board of Education wishes to deposit anticipated current year surplus into a Capital Reserve account at year end, subject to the verification upon completion of the Audit, and
WHEREAS, the Teaneck Board of Education will not exceed the maximum allowable amount defined by the district's Long Range Facility Plan to be transferred to the Capital Reserve Account; and
WHEREAS, the Teaneck Board of Education wishes to deposit the first amount \$500,000 for budgeted fund balance for the 2022-2023 budget year, then transfer the remaining monies above the excess of the 2% cap in surplus into the Capital Reserve account for the purpose of Capital projects detailed within the Long Range Facility Plan.
NOW, THEREFORE BE IT RESOLVED, by the Teaneck Board of Education, that it hereby authorizes the district's School Business Administrator to make this transfer consistent with all applicable laws and regulations.
2. **WHEREAS**, N.J.A.C. 6A:23A-14.2 permits a Board of Education to establish and maintain a Maintenance Reserve Account, to be used to implement required maintenance of district facilities; and
WHEREAS, the Teaneck Board of Education wishes to maintain such Maintenance Reserve Account; now
BE IT RESOLVED, the Teaneck Board of Education has determined that an amount not to exceed \$250,000 is available for transfer to maintenance reserve; now
BE IT RESOLVED, that the Teaneck Board of Education authorizes the Business Administrator to establish said Maintenance Reserve Account consistent with applicable statute and code.

3. that the Board approve the exterior masonry repair at the Teaneck High school building. The job will be completed by Murray Paving and Concrete in the amount of \$63,334.85. See attached proposal.
Murray Paving & Concrete:
ESCNJ State Approved Coop #65MCESCCPS
JOC Contract No.: 20/21-03

EXPLANATION: This repair will address some of the aging masonry at the Teaneck High School.

4. **Whereas** the manufacturers of the elevator is no longer in business and replacement parts are no longer available and as a proactive measure the district would like to upgrade the Teaneck High School passenger elevator controls, hydraulics, and cab refurbishment by Kone Elevator Inc;
Be It Resolved, that the Board approve the upgrade of the Elevator repair and Maintenance at Teaneck High School in the amount not to exceed \$154,000. See attached proposal.
Union County Coop Bid # BA 10-2021

5. that the Board approve the annual request sent to the Bergen County Superintendent of Schools for approval of Bryant, Lowell & Whittier Elementary Schools **Kindergarten Toilet Waivers** for the **2022-2023** school year (see attached waivers).

EXPLANATION: The Board needs to approve this annual request for approval of a Kindergarten Toilet Waiver.

6. that the Board approve the annual request to the Bergen Executive County Superintendent of Schools for approval of a **Temporary Instructional Space** at the Christ Episcopal Church for the **2022-2023** school year (see attached applications).

EXPLANATION: The Board needs to approve this annual request for approval of a Temporary Instructional space at Christ Episcopal Church.

7. that the Board approves the tuition contract between Teaneck Public Schools and Waldwick Public District. The contract allows student ID 106572, to continue in the ABA preschool class at Teaneck Public Schools from April 27, 2022 to June 17, 2022 in the amount of \$6,025.00.

EXPLANATION: The contract is the result of a continuation of Special Education and Related services for Student ID 106572, in Teaneck Public Schools from April 27, 2022 to June 17, 2022 as a result of the family moving to Waldwick Public School District who did not have an opening in their ABA Program until July of 2022.

8. **Award of Contract; Educational Services; Paraprofessionals**
--Proposal No. CC 01-23--

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, and the Interim School Business Administrator/Board Secretary awards the contract for Educational Services; Paraprofessionals to **ESS Northeast LLC of Cherry Hill, NJ 08034**.

The District solicited competitive proposals for the Educational Services; Paraprofessional contract using the Competitive Contracting process (Proposal #CC 01-23) as outlined in N.J.S.A. 18A:18A-4.1 et. seq.

On June 8, 2022, the District received two (2) responses to the legal advertisement for proposal #CC 01-23. The respondents were

- ESS Northeast LLC of Cherry Hill, NJ 08034
- Kelly Services, Inc. Troy, MI 48084

Evaluation of Proposals

A committee was appointed by the Interim School Business Administrator to evaluate the proposals. The members of the Committee were:

- Dr. Kim Buxenbaum, Assistant Superintendent
- Dr. Maura Tuite, Director Special Education
- Ms. Shelliann Mirander, Assistant Director of Special Education
- Dr. Kristine Thielman, Child Study Team Coordinator
- Dora E. Zeno, Interim School Business Administrator

The proposals were evaluated pursuant to N.J.A.C. 5:34-4.2 and the guidance issued by the Office of State Comptroller's publication, *Best Practices in Awarding Service Contracts*. The District established a rubric containing three (3) criteria for the review of the proposals and the goal was to award the proposal to the company that best meets the requirements of these criteria: (These criteria were included in the body of the Request for Proposals, so all potential vendors were aware of the scoring mechanism.)

The Committee used the following criteria based upon a scoring total of one hundred points.

<u>Criterion</u>	<u>Value points</u>
Technical	25
Management	35
Cost	40

Scoring and Ranking of Proposals

The Committee interviewed both potential vendors and collectively agreed that their RFPs spoke to their qualifications, experience, availability of personnel, recruitment, quality of management, plan to address current market labor challenges, and probability of successful management of the District's paraprofessional staff. Based on the Committee's evaluation, the proposals were scored and ranked as follows:

Vendor				Vendor		
ESS, NE LLC	Criteria	Value Points		Kelly Services	Criteria	Value Points
	Technical	23			Technical	20
	Management - Business/Qualifications, Relevant Experience	34			Management - Business/Qualifications, Relevant Experience	25
	Cost: Fee Proposal	39.3			Cost: Fee Proposal	40
Total		96.3		Total		85

Cost Criterion Pricing

The vendors submitted the total cost pricing based on their responses.

Vendor	Cost
ESS, NE LLC	\$6,526,180.92
Kelly Educational Services	\$6,423,784.20

The Cost criterion was scored based on the following mathematical formula:

Vendor	Formula	Points
Kelly Education, Inc.	\$6,423,784.20 (Kelly Education submitted the lowest cost and therefore receives all forty (40) points	40
ESS NE, LLC	\$6,423,784.20 divided by ESS Price of \$6,526,180.92 times 40	39.3

Total Cost of the Contract

The total cost of the contract is estimated to be \$6,526,180.92 which may fluctuate depending on the need for the services.

Term of Contract

The term of the contract will be through June 30, 2023. The contract may be renewed by the Board of Education for an additional two years in accordance with N.J.S.A. 18A:18A-42. It is to be noted that if the contract is renewed in any subsequent year, the term would span 12 months, with the intent to include the Extended School Year program.

9. **Whereas**, the current contract with Kelly Education to provide paraprofessional staffing services expires on June 30, 2022, it is recommended that the Board approve the addendum to the existing contract with Kelly Education, commencing on July 1, 2022, and ending on August 5, 2022. This addendum is for the duration of the 2022 Extended School Year Program only;

Now Therefore Be It Resolved, that the Board of Education upon the recommendation of the Superintendent of Schools, approves the following addendum to extend the current contract with Kelly Education to provide paraprofessional services for the Extended School Program (ESY) for the period commencing on July 1, 2022, and ending on August 5, 2022.

10. that the Board approve installing the **911inform** system (Hunter technologies/Avaya). **911inform** will integrate with the Raptor visitor management system to bring the district into full compliance with Ray Baum's federal mandate and Alyssa's law. **911Inform** provides a direct link notification to police and fire departments with specific information needed to pinpoint the "dispatchable location" and quickly reach a 9-1-1 caller regardless of the device they dial from or their exact location inside a large building. The goal is to complete installation in each of the nine Teaneck Public Schools buildings before starting the 22-23 school year. The project's cost is not to exceed \$107,686.08 and is fully funded by the Securing Our Children Future bond act.

COMPLIANCE NOTE: The quoted system is in compliance with "Alyssa's Law" (N.J.S.A. 18A:41-10 et. seq.), as well as the Federal Communications Commission rules implementing "Kari's Law" (47 CFR § 9.1 et. seq.) and Section 506 of Ray Baum's Act of 2018.

NJ State contract #A80802 (see attached)

11. that the Board approve the Service Agreement entered into between CarePlus NJ (CPNJ) and Teaneck Public Schools which outlines the behavioral healthcare services to students and Teaneck families. CPNJ will collaborate with district staff to provide onsite behavioral healthcare services, onsite school clearance assessments, linkages to community resources and professional development workshops. The Agreement will become effective for the period September 1, 2022 through June 30, 2023. The School District agrees to pay CPNJ an amount not to exceed \$225,000. SCTP Grant #20-427-200-320-57-50-0-0.

EXPLANATION: To support behavioral healthcare in both Special and General Education areas.

12. that the Board approve the Service Agreement entered into between CarePlus NJ (CPNJ) and Teaneck Public Schools to provide state-mandated social, emotional, and behavioral intervention services to students in the Emotional Regulation Impairment program. The services will include individual and group counseling, psychoeducation and instruction, behavior intervention plans, and consultation to assist in meeting the educational needs of students. The Agreement will become effective for the period September 1, 2022 through June 30, 2023. The School District agrees to pay CPNJ an amount not to exceed \$220,000.

EXPLANATION: To support behavioral healthcare in both Special and General Education areas.

Finance and Budget 01 thru 12

Motion:	Second:			
Board Member	Yes	No	Abstain	Absent
Ms. Burns (Linda)				
Ms. Fisher (Victoria) Vice President				
Mrs. Gee (Danielle)				
Dr. Klein (Dennis)				
Mr. Rodriguez (Jonathan)				
Mr. Rodriguez (Sebastian) President				
Ms. Sanders (Denise)				
Ms. Vatsky (Sharon)				

PERSONNEL

JUNE 28, 2022

1. Motion deleted.

EXPLANATION:

2. that the Board approve payment to Jenine Kea for the Coordinator of Payroll and Employee Benefits differential for the 2022-2023 School Year, at the rate of 10.8% of her salary, totaling \$8,316.00.

EXPLANATION: Clerical staff members serving in supervisory positions receive differential pay added to their based salary.

3. that the Board approve payment to Na'Imah Bogert for the Transportation Coordinator differential for the 2022-2023 School Year, at the rate of 10.8% of her salary, totaling \$8,316.00.

EXPLANATION: Clerical staff members serving in supervisory positions receive differential pay added to their based salary.

4. Motion deleted.

EXPLANATION:

5. that the Board approve the following certificated staff appointments for the 2022-2023 school year, following a 90-day probationary period, effective date as indicated, pending criminal history review:
 - a. Nicholas DeBlasio, Assistant Principal, at an annual salary of \$128,789, assigned to Thomas Jefferson Middle School, effective July 01, 2022 through June 30, 2023, replacing Enoch Nyamekye, resigned (PC#: 20-11-71/ane).
 - b. Edward Klimek, Supervisor of Physical Education/Athletic Director, at an annual salary of \$131,372, assigned to Curriculum & Instruction, effective July 01, 2022 through June 30, 2023, replacing David Murphy, resigned (PC#3: 20-12-26/adf & 20-12-26/ade).
 - c. Joshua Booth, Instructional Aide/Brailist, at an annual salary of \$39,872 assigned to Special Services, effective September 01, 2022 through June 30, 2023, new position.

EXPLANATION: The Board approves the appointment of certificated staff members.

Item c. - Previously Board approved on the June 15, 2022 Regular Board Agenda. Updated to reflect correct salary.

6. that the Board accept the resignation of the following staff members:
 - a. Rebecca Karow, Special Education, Lowell Elementary School, effective June 30, 2022.
 - b. Eva Jennings, Grade 6 Mathematics Teacher, Benjamin Franklin Middle School, effective June 30, 2022.

EXPLANATION: The Board accepts the resignation of district staff members.

7. that the Board approve the following student interns, for the 2022-2023 school year, effective dates as indicated, pending medical clearance, criminal history review and proof of the COVID-19 Vaccination:
 - a. Ann-Marie Sinclair, Capella University, assigned to Teaneck High School, effective September 01, 2022 through December 30, 2023.

EXPLANATION: The Board approves college interns satisfying college graduation requirements.

Ann-Marie Sinclair will be working within the Guidance Department.

8. that the Board approve the following staff to serve as a chaperone at the following event, during the 2021-2022 school year, at the indicated dates and time, at the rate of \$50 per hour:

The Dance Ensemble Show required one chaperone for the annual Dance Ensemble Show on June 5, 2022.

Chaperone:

- a. Alexandra Cavallo

EXPLANATION: The Board approves appointment of teachers to serve as chaperones for district events.

9. **Whereas**, additional nursing services are required in Teaneck High School due to screenings, state and local reporting along with compliance. Ms. Cecilia Chan, Ms. Rita Urevitch, and Ms. Eloisa Cardona Ruiz will work to bring Teaneck High School up to date on compliance and reporting, at a rate of \$50 per hour.

Be it Resolved that the Board approve payment for additional services provided to Teaneck High School, effective July 1, 2022 through August 31, 2022. Not to exceed \$2,000 per staff member.

10. **WHEREAS**, Employee # _____ and the Board have entered into a Settlement Agreement and Release, subject to Board approval, to resolve certain employment matters;

NOW, THEREFORE, BE IT RESOLVED, that the Teaneck Board of Education hereby approves the Settlement Agreement and Release entered into with Employee # _____, a copy of which will be maintained by the Board Secretary; and

BE IT FURTHER RESOLVED, that the District's Administration and/or Board Counsel are hereby directed to take the necessary actions to effectuate the terms of the Settlement Agreement and Release.

11. that the Board approve the following staff members for participating in the District's Extended School Year Program, from June 30, 2022 through August 05, 2022, from 8 AM to 12 PM, excluding July 04, 2022:

Extended School Year Teaching Staff:

(\$50 per hour, 120 hours max, not to exceed \$6,000 each)

<u>Staff</u>	<u>Total Stipend</u>
a. Nicole Weiss	\$6,000
TOTAL:	\$6,000

•!

EXPLANATION: The Board approves staff members taking on additional duties during the summer recess period.

12. that the Board approve the following Extra Work for Extra Pay assignments, for the 2021-2022 school year, at Bryant Elementary School, stipend in accordance with TTEA contract. Ms. Watt St. Clair will receive a prorated stipend for the effective dates November 15, 2021 through June 30, 2022.

<u>Staff Member</u>	<u>Activity</u>	<u>Stipend Amount</u>
a. Venessa Watt St. Clair	Activities Fund	\$5,654.00
TOTAL:		\$5,654.00

EXPLANATION: The Board approves payment of staff for clubs and activities throughout the school year.

Ms. Watt St. Clair replaced the staff member that was previously appointed and could no longer fulfill the assignment due to a promotion.

Personnel 01 thru 12

Motion:	Second:			
Board Member	Yes	No	Abstain	Absent
Ms. Burns (Linda)				
Ms. Fisher (Victoria) Vice President				
Mrs. Gee (Danielle)				
Dr. Klein (Dennis)				
Mr. Rodriguez (Jonathan)				
Mr. Rodriguez (Sebastian) President				
Ms. Sanders (Denise)				
Ms. Vatsky (Sharon)				

Board Vacancy Appointment

After deliberation in the Executive Session, the Board has decided to nominate _____ as the new board member.

Motion:	Second:			
Board Member	Yes	No	Abstain	Absent
Ms. Burns (Linda)				
Ms. Fisher (Victoria) Vice President				
Mrs. Gee (Danielle)				
Dr. Klein (Dennis)				
Mr. Rodriguez (Jonathan)				
Mr. Rodriguez (Sebastian) President				
Ms. Sanders (Denise)				
Ms. Vatsky (Sharon)				

Teaneck Public Schools

Special Public Meeting

June 28, 2022

Finance and Budget - 3.

that the Board approve the exterior masonry repair at the Teaneck High school building. The job will be completed by Murray Paving and Concrete in the amount of \$63,334.85. See attached proposal.

Murray Paving & Concrete:

ESCNJ State Approved Coop #65MCESCCPS

JOC Contract No.: 20/21-03

Explanation:

This repair will address some of the aging masonry at the Teaneck High School.

ATTACHMENTS:

Description	Type
THS Masonry Repair	Cover Memo

Job Order

ESCNJ State Approved Coop #65MCESCCPS

JOC Contract No.: 20/21-03

☒

New Job Order

☐

Modify an Existing Job Order

Job Order Number: 106488.00

Job Order Title: Teaneck BOE High School Masonry Repairs

Contact: Anthony DeAngelo

Contractor Name: Murray Paving and Concrete

Phone: 201-833-5526

Contact: Steven Ramos

Phone:

Work to be Performed

Work to be performed as per the Final Scope of Work and the Price Proposal dated 05/25/2022, and as per the terms and conditions of JOC Contract No 20/21-03.

Brief Task Order Description:

Exterior Masonry Repairs at the High School.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will NOT apply:

☒

Validation Information

Option 1 - Normal Working Hours

0.9700

Job Order Firm Fixed Price: \$63,334.85

Owner Purchase Order:

Approvals

Project Manager _____ Date _____

Bureau/Division Manager _____ Date _____

Technical/Engineer Review _____ Date _____

Contracting Officer _____ Date _____



Scope of Work

ESCNJ State Approved Coop #65MCESCCPS

To: Contractor Project Manager
Murray Paving and Concrete
210 South Newman Street
Hackensack, NJ 07601

From: Anthony DeAngelo
ESCNJ - Teaneck Public Schools
No Address Input

201-833-5526

Job Order No: 106488.00
Job Order Title: Teaneck BOE High School Masonry Repairs
Contract #: 20/21-03

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached file

Subject to the terms and conditions of JOC Contract 20/21-03.

Anthony DeAngelo

Date

Contractor Project Manager

Date

Contractor's Cost Proposal - Summary (L/E/M)

ESCNJ State Approved Coop #65MCESCCPS

Date: June 07, 2022

Re: IQC Master Contract #: 20/21-03
JOC Work Order #: 106488.00
Owner PO #:
Title: Teaneck BOE High School Masonry Repairs
Contractor: Murray Paving and Concrete
Proposal Value: \$63,334.85

COPING REMOVAL AND REPLACEMENT	\$58,906.08
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DECORATIVE ENTRANCE TEMPLATE	\$4,428.77
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Proposal Total	\$63,334.85
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This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal: %

Contractor's Cost Proposal - Detail (L/E/M)

ESCNJ State Approved Coop #65MCESCCPS

Date: June 07, 2022

Re: IQC Master Contract #: 20/21-03
 JOC Work Order #: 106488.00
 Owner PO #:
 Title: Teaneck BOE High School Masonry Repairs
 Contractor: Murray Paving and Concrete
 Proposal Value: \$63,334.85

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
COPING REMOVAL AND REPLACEMENT					
1	01 22 20 00 0008		HR	Cement MasonFor tasks not included in the Task Catalog and as directed by owner only.	\$7,048.41
			Installation	Quantity 80.00 x Unit Price 90.83 x Factor 0.9700 = Total 7,048.41	
				PREPARATION OF EXISTING STONE AREAS; MODIFICATIONS; FIELD CUTS; TEMPORARY PROTECTIONS	
2	01 22 20 00 0008 0002		MOD	For Foreman, Add	\$352.30
			Installation	Quantity 80.00 x Unit Price 4.54 x Factor 0.9700 = Total 352.30	
3	01 22 20 00 0016		HR	LaborerFor tasks not included in the Task Catalog and as directed by owner only.	\$7,231.54
			Installation	Quantity 80.00 x Unit Price 93.19 x Factor 0.9700 = Total 7,231.54	
				STAGING COPING STONES AT ROOFTOP; REMOVALS OF STONES TO DUMPSTER LOCATED AT GROUND LEVEL	
4	01 22 20 00 0028		HR	Roofer, CompositeFor tasks not included in the Task Catalog and as directed by owner only.	\$5,482.28
			Installation	Quantity 64.00 x Unit Price 88.31 x Factor 0.9700 = Total 5,482.28	
				ROOFING REPAIRS; REMOVALS AND RESECURING OF TERMINATION BARS TYPICAL AT 50 LOCATIONS	
5	01 22 20 00 0028 0002		MOD	For Foreman, Add	\$137.20
			Installation	Quantity 32.00 x Unit Price 4.42 x Factor 0.9700 = Total 137.20	
6	01 22 23 00 1040		WK	13 CY Rear Dump Truck With Full-Time Truck Driver	\$6,131.51
			Installation	Quantity 1.00 x Unit Price 6,321.14 x Factor 0.9700 = Total 6,131.51	
				MATERIAL MOBILIZATION; CONSTRUCTION DEBRIS AND COPING DISPOSALS	
7	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$742.73
			Installation	Quantity 1.00 x Unit Price 765.70 x Factor 0.9700 = Total 742.73	
				MOBILIZATION	
8	04 72 00 00 0018		SF	6" Thick Precast Concrete Coping	\$31,780.11
			Installation	Quantity 300.00 x Unit Price 92.14 x Factor 0.9700 = Total 26,812.74	
			Demolition	Quantity 300.00 x Unit Price 17.07 x Factor 0.9700 = Total 4,967.37	
				COPING STONE REMOVAL AND REPLACEMENT	

Contractor's Cost Proposal - Detail (L/E/M) Continues..

Job Order No: 106488.00
Job Order Title: Teaneck BOE High School Masonry Repairs

Subtotal for COPING REMOVAL AND REPLACEMENT	\$58,906.08
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DECORATIVE ENTRANCE TEMPLATE

9	01 22 20 00 0056	HR	Draftsman							\$776.00
				Quantity		Unit Price		Factor	=	Total
		Installation		8.00	x	100.00	x	0.9700	=	776.00
				TEMPLATING FOR DECORATIVE CORNICE						
10	01 22 23 00 0032	WK	80' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform							\$2,302.53
				Quantity		Unit Price		Factor	=	Total
		Installation		1.00	x	2,373.74	x	0.9700	=	2,302.53
				EQUIPMENT						
11	01 56 16 00 0068	SF	Masonite For Temporary Floor Protection							\$1,350.24
				Quantity		Unit Price		Factor	=	Total
		Installation		800.00	x	1.74	x	0.9700	=	1,350.24
				TEMP PROTECTION						

Subtotal for DECORATIVE ENTRANCE TEMPLATE	\$4,428.77
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Proposal Total	\$63,334.85
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This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal: %



210 S Newman St. Hackensack, NJ 07601

June 3, 2022

Teaneck Board of Education

ATTN: Anthony D'Angelo

Project Reference: *Teaneck BOE High School Masonry Repairs*

Murray Contracting proposed to complete the following scope of work inclusive of all insurances, certifications, materials, equipment and labor.

- Mobilize aerial equipment to inspect and create templates for custom ornamental precast stone niche above entry stairs.
- This phase does not include the material furnishment, demo or installation for the above.
- Proposal will be provided once the template is made and approved.
- Furnish and install new standard coping stones to replace existing deteriorated pieces - Quantity of 50.
- All stones to be removed and disposed of off site.
- All setting of new stones is to be completed from rooftop level.
- Use of an elevator to mobilize stones to the roof is required.

Notes and Exclusions:

- We exclude other than normal working hours. We exclude permit fees. We exclude drawings, calculations or engineering of any kind.

Teaneck Public Schools

Special Public Meeting

June 28, 2022

Finance and Budget - 4.

Whereas the manufacturers of the elevator is no longer in business and replacement parts are no longer available and as a proactive measure the district would like to upgrade the Teaneck High School passenger elevator controls, hydraulics, and cab refurbishment by Kone Elevator Inc;

Be It Resolved, that the Board approve the upgrade of the Elevator repair and Maintenance at Teaneck High School in the amount not to exceed \$154,000. See attached proposal.
Union County Coop Bid # BA 10-2021

Explanation:

ATTACHMENTS:

Description	Type
UNION CTY - COOP BID	Cover Memo
KONE, Inc.	Cover Memo



KONE MODERNIZATION PROPOSAL

Proposal:
Proposal Date:

Teaneck HS MOD
06/14/2022



06/14/2022

KONE Inc.
Elevators & Escalators

150 Mt. Bethel Rd. Suite 205
Warren, NJ, 7059
Mobile +1 9083778091
Work +19086260220
robert.novak@kone.com
www.kone.us

Dear Anthony,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$154,000.00** (incl. use tax):

Teaneck High School New Jersey

- This proposal is based on 2022/23 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 6 weeks per unit for modernization + 1 day for inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Robert Novak
Sales Executive Modernization
Kone Inc

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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

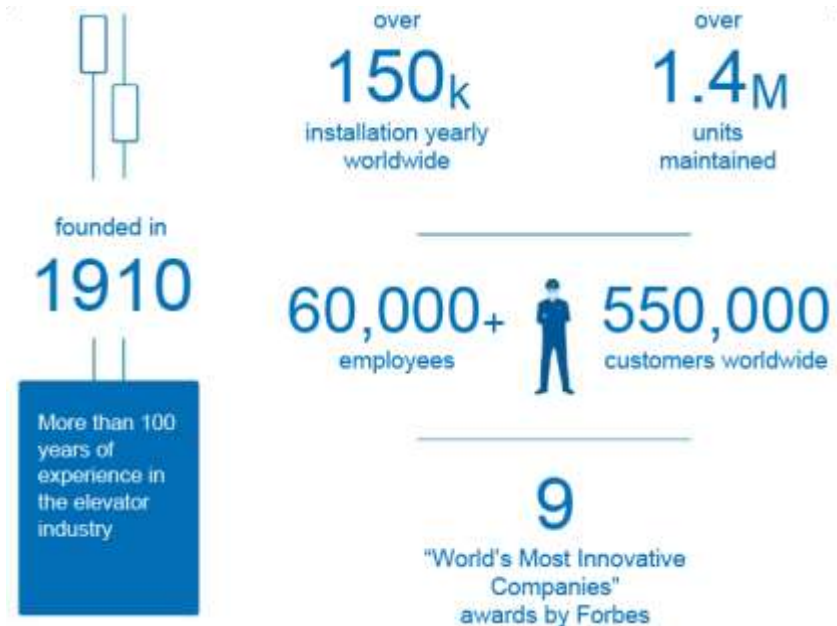
Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



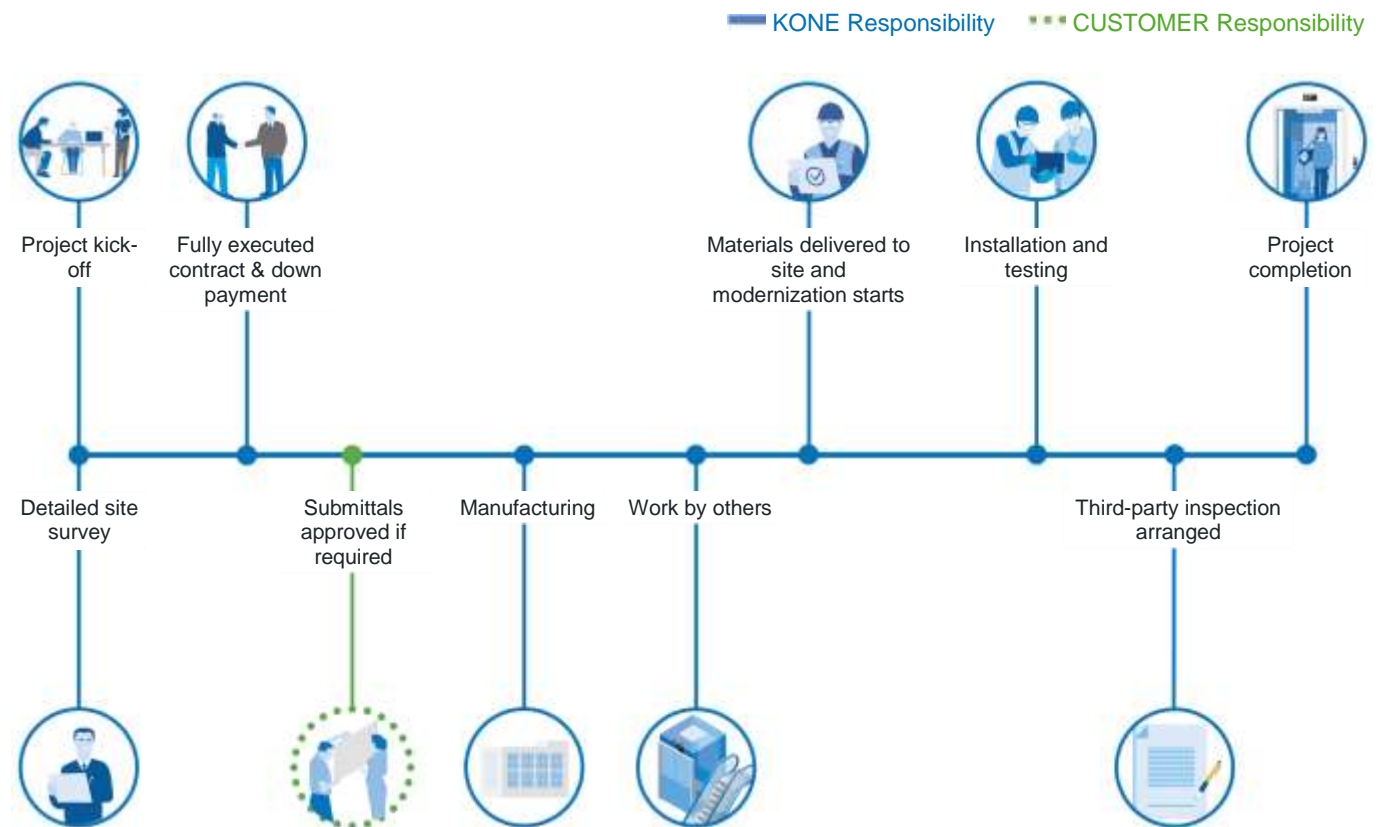
Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1 Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2 Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

3. Your solution

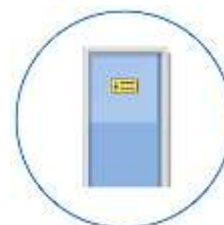
Rated load	2500 lbs
Rated speed	100 fpm
Travel height	45 ft 0 in
Number of floors	4 floors / 4 front openings / 0 rear opening

Electrification

KCM831

KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

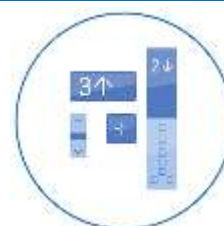
A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.



Fixtures

Custom Fixtures

New car station and hall station signalization shall be provided as required.



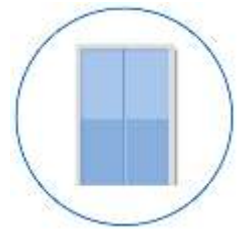
Doors

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

GAL Door Equipment

A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.



Hydraulic equipment

Field Pipe & Accessories

New field pipe and or accessories shall be provided as required.

Power unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.


An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.



Solution details

Elevator / Solution 1

Electrification

Product name	KCM831	
Elevator group size	Simplex	
Code year	2016	
NEMA rating (HW)	Hoistway rating is NEMA 1.	
NEMA rating (MR)	Machine room rating is NEMA 1.	
Power supply voltage [v]	208	
Type of power unit	Submersible	
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).	
New motor size (hp)	30	
Motor Starts per Hour	80 Standard	
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.	
Qty of COPs	1	
Qty of hall call lockout switches	4	
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct as needed properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).	
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.	

Fixtures

Product name	Custom Fixtures
Qty of COPs	1
Qty of new hall stations	4
Qty of hall call lockout switches and provisions for card readers	4
Qty of new hall lanterns	4
Qty of car direction lanterns	1

Qty of hoistway access switches 2

Doors

Product name Curtain of Light

Code year 2016

NEMA rating (HW) Hoistway rating is NEMA 1.

Type of curtain of light This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name GAL Door Equipment

Elevator group size Simplex

NEMA rating (HW) Hoistway rating is NEMA 1.

Car Hanger and Track A new car hanger and track will be provided.

Door type Single speed side opening.

Hatch Door Closer New hatch door closers will be provided at the specified number of openings.

Hatch Door Drive and interlock New hatch door drives and interlocks will be provided at the specified number of openings.

Hatch Hanger and Track New hatch door hangers and tracks will be provided at the specified number of openings.

Interlock Mounting Brkt No

Hydraulic equipment

Product name Field Pipe & Accessories

Field Pipe Length (in) 240

Field Pipe Size 2"

Mainline Shutoff Valves Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Seismic Rupture Valve A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

Product name Power unit

Type of power unit Submersible

New motor size (hp) 30

Motor Starts per Hour 80 Standard

Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

4. Commercial Offer

Project notes

A \$20,000.00 cab interior allowance is included in our price.

Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **16 weeks** from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period

6 weeks per unit

Warranty/maintenance

Our proposal does not include any warranty maintenance.

Pricing

Equipment	Fixtures	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: Solution 1	•	•	•	•	\$ 154,000.00

Total Sales Price, net including TAX \$ 154,000.00

Pricing



Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.



5. Tender Approval

KONE

Robert Novak
150 Mt. Bethel Rd. Suite 205
Warren, NJ, 7059
robert.novak@kone.com

Owner/Representative

Anthony D'Angelo
Teaneck BOE

, New Jersey,

Submitted by:

Robert Novak
Sales Executive Modernization
06/14/2022

We accept the offer constituted by this proposal (total sales price of \$ 154,000.00, incl. use tax) and agree to the conditions contained therein.

Approved by Customer

Printed name:

Title:

Company name:

Date:

Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected

Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.

Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.

5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.



COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL

Bruce H. Bergen, Esq., County Counsel

**BOARD OF
COUNTY COMMISSIONERS**

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Chairman

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County Manager

AMY C. WAGNER
Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETTIERE, RMC
Clerk of the Board

March 1, 2021

KONE, Inc.
150 Mount Bethel Road
Warren, NJ 07059

Re: BA 10-2021 Elevator Maintenance and Repair Services

Dear Sir/Madam:

Enclosed herewith please find your fully executed copy of the Agreement with reference to the above captioned matter.

Thank you.

Very truly yours,

Bruce H. Bergen
BRUCE H. BERGEN, ESQ.
Union County Counsel

BHB/tp
Enclosure

cc: Clerk of the Board
County Counsel
Facilities Management
Purchasing

2021 FEB 20 10:04 AM
DIVISION OF PLANNING
UNION COUNTY, NJ

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908) 527-4250

fax (908) 289-4230

www.ucnj.org

We're Connected to You!

BA#: 10-2021

January 7, 2021

By Resolution #

2021-133

Joseph J. Rinaldi
ASSISTANT COUNTY COUNSEL



DATE ADOPTED:

2/4/21



AFFIRMATIVE ACTION OFFICER

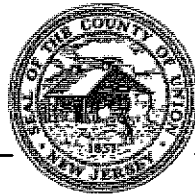
DATE:

1/27/21

DATE: 01/12/21

BID ITEM		EXPLANATION
	<p>Facilities Management</p> <p>Elevator Maintenance & Repair Services REBID</p> <p>KONE, Inc. 150 Mount Bethel Road Warren, NJ 07059</p> <p>\$515,600.00</p>	<p>ATTACHED PLEASE FIND:</p> <p>RECOMMENDATION FROM Charles Chirafesi III, director Facilities Management</p> <p>Original and two copies of bid specification KONE, Inc.</p> <p>Agreement necessary</p>

Page 1 of 1



COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT
Joseph A. Graziano Sr., Director

**BOARD OF
COUNTY COMMISSIONERS**

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Chairman

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County Manager

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Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETIERE, RMC
Clerk of the Board

CHARLES CHIRAFESI, III
Division Director

To: Laura Scutari, Director
Department of Administrative Services

From: Charles Chirafesi III, Director
Division of Facilities Management

Date: Friday, January 22, 2021

Re: Acceptance of Elevator Maintenance & Repair Services,
B.A. # 10-2021

Upon review of the bids received for the above, it is hereby recommended that KONE, Inc. be awarded the contract as the lowest responsible bidder. The contract period shall be for twenty-four (24) consecutive months with the provision for one (1) twenty-four (24) month optional extension. The initial twenty-four month contract shall commence on March 1, 2021.

Vendor: KONE, Inc.
150 Mount Bethel Road
Warren, NJ 07059

Account: 1/2/3-01-26-775-570-389: \$481,100.00
C-04-55-909-931-919: \$34,500.00

TOTAL BID AMOUNT: \$515,600.00 NOT TO EXCEED

If you should have any questions regarding this matter, please do not hesitate to call Eric Sigmund at (908) 527- 4240.

cc: Joseph A. Graziano Sr., Director, Department of Engineering, Public Works and Facilities Management

CC/es

File ref: C:\Users\esigmund\Desktop\Letters of Recommendation\Elevator Maintenance Acceptance 2021.doc

DIVISION OF FACILITIES MANAGEMENT

Union County Courthouse 2 Broad Street Elizabeth, NJ 07207 (908)527-4218 fax(908)558-2353 www.ucnj.org
We're Connected to You!

**THIS LANGUAGE MUST BE ADDED TO THE
CERTIFICATE OF INSURANCE**

The County of Union, its Board of County Commissioners, officers, employees, agents, servants and the State of New Jersey are included as Additional Insured under the General Liability Policy. The General Liability insurance coverage is provided on a primary and non-contributory basis to the County of Union, et al.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of County Commissioners, officers, employees, agents and servants is to be included in those policies of insurance where permitted by law.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."



COUNTY OF UNION

DEPARTMENT OF FINANCE
Bibi Taylor, Director/County Treasurer

Enclosed is Form W-9, Request for Taxpayer Identification Number and Certification.

BOARD OF COUNTY COMMISSIONERS

ALEXANDER MIRABELLA
Chairman

REBECCA L. WILLIAMS
Vice Chair

ANGELA R. GARRETSON

SERGIO GRANADOS

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EDWARD T. OATMAN
County Manager

AMY C. WAGNER
Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETIERE, RMC
Clerk of the Board

Annually, we are required to file an information return with the IRS disclosing all reportable payments made to each of our vendors during the year. The information return must disclose the vendor's taxpayer identification number.

We ask that you complete and return Form W-9 and return it to the below address or send by email to lferraro@ucnj.org

U.C. Administration Building
10 Elizabethtown Plaza, 5th Floor
Elizabeth, NJ 07207
Attn: Linda Ferraro

In addition, we ask that you indicate the type of organization in which your business is conducted by checking the appropriate box section #3 on the W-9 form. This will enable us to determine whether we are required to complete an information return with regard to the payments we have or will be making to you during the year.

Please send all signed contracts to County Counsel.

If you have any questions, please feel free to contact me at (908)527-4059.

Sincerely,

Linda Ferraro, Office Manager
Division of Internal Audit

DIVISION OF INTERNAL AUDIT

Administration Building
Elizabethtown Plaza Elizabeth, NJ 07207 (908)527-4059 fax(908)527-4176 www.ucnj.org
We're Connected to You!

Teaneck Public Schools

Special Public Meeting

June 28, 2022

Finance and Budget - 5.

that the Board approve the annual request sent to the Bergen County Superintendent of Schools for approval of Bryant, Lowell & Whittier Elementary Schools **Kindergarten Toilet Waivers** for the **2022-2023** school year (see attached waivers).

Explanation:

The Board needs to approve this annual request for approval of a Kindergarten Toilet Waiver.

ATTACHMENTS:

Description	Type
KG Toilet Waiver - Lowell	Cover Memo
KG Toilet Waiver- Bryant	Cover Memo
KG Toilet Waiver- Whittier	Cover Memo



New Jersey Department of Education

Annual Toilet Room Facilities for Early Intervention, Pre-Kindergarten and Kindergarten Classrooms 2022-2023 School Year

ONE FORM PER SCHOOL BUILDING

District/ County: TEANECK / BERGEN School: LOWELL ELEMENTARY

List Room(s) Number/Name: 104

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
- Toilet facilities shall be readily accessible and the toilet room and signage shall be visible to the child from the classroom door;
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

A classroom aide will escort the students to the nearest hallway bathroom

Board of Education has approved this alternate method of compliance on 6/28/22.
Date

******Attach Copy of Board Resolution******

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____

Not Approved: _____

Executive County Superintendent

Date

NJAC 6A:26-6.3 (h) 4

4. Toilet facilities for preschool and kindergarten classrooms shall be provided as follows:
- i. An individual toilet room shall be provided in each classroom and shall meet the following criteria:
 - (1) Be located and equipped in such a way as to ensure privacy for the students;
 - (2) Be accessible to physically disabled students and barrier free in design as per N.J.A.C. 5:23-7; 115
 - (3) Be equipped with an open front seat with a flood rim height no greater than 14 inches from the floor, and a lavatory (sink) with a flood rim height no greater than 26 inches from the floor.
 - ii. In lieu of providing an individual toilet room in each classroom as required in (h)4i above, toilet rooms may be provided adjacent to or outside the classroom if the following criteria are satisfactorily addressed:
 - (1) No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
 - (2) Toilet facilities shall be readily accessible and the toilet room and signage shall be visible to a child from the classroom door;
 - (3) Toilet facilities shall be provided for both boys and girls and shall meet the requirements of (h)4i(4) above.
 - iii. If a school district chooses to provide toilet rooms adjacent to or outside the classroom in conformance with (h)4ii above, the chief school administrator shall certify to the executive county superintendent on forms prescribed by the Commissioner how the alternate method of compliance shall be addressed. The completed form and a copy of a resolution by the district board of education approving the alternate method of compliance shall be submitted to the executive county superintendent for approval. Thereafter, the chief school administrator annually shall resubmit the form certifying how the alternate method of compliance will be addressed. Any changes to the approved alternate method of compliance shall be submitted to the executive county superintendent for approval;



New Jersey Department of Education

Annual Toilet Room Facilities for Early Intervention, Pre-Kindergarten and Kindergarten Classrooms 2022-2023 School Year

ONE FORM PER SCHOOL BUILDING

District/ County: TEANECK / BERGEN School: BRYANT ELEMENTARY

List Room(s) Number/Name: 3, 5, 6, 7, 8, 17, 25, 32

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
- Toilet facilities shall be readily accessible and the toilet room and signage shall be visible to the child from the classroom door;
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

A classroom aide will escort the students to the nearest hallway bathroom

Board of Education has approved this alternate method of compliance on 6/28/22.
Date

******Attach Copy of Board Resolution******

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____

Not Approved: _____

Executive County Superintendent

Date

NJAC 6A:26-6.3 (h) 4

4. Toilet facilities for preschool and kindergarten classrooms shall be provided as follows:
- i. An individual toilet room shall be provided in each classroom and shall meet the following criteria:
 - (1) Be located and equipped in such a way as to ensure privacy for the students;
 - (2) Be accessible to physically disabled students and barrier free in design as per N.J.A.C. 5:23-7; 115
 - (3) Be equipped with an open front seat with a flood rim height no greater than 14 inches from the floor, and a lavatory (sink) with a flood rim height no greater than 26 inches from the floor.
 - ii. In lieu of providing an individual toilet room in each classroom as required in (h)4i above, toilet rooms may be provided adjacent to or outside the classroom if the following criteria are satisfactorily addressed:
 - (1) No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
 - (2) Toilet facilities shall be readily accessible and the toilet room and signage shall be visible to a child from the classroom door;
 - (3) Toilet facilities shall be provided for both boys and girls and shall meet the requirements of (h)4i(4) above.
 - iii. If a school district chooses to provide toilet rooms adjacent to or outside the classroom in conformance with (h)4ii above, the chief school administrator shall certify to the executive county superintendent on forms prescribed by the Commissioner how the alternate method of compliance shall be addressed. The completed form and a copy of a resolution by the district board of education approving the alternate method of compliance shall be submitted to the executive county superintendent for approval. Thereafter, the chief school administrator annually shall resubmit the form certifying how the alternate method of compliance will be addressed. Any changes to the approved alternate method of compliance shall be submitted to the executive county superintendent for approval;



New Jersey Department of Education

Annual Toilet Room Facilities for Early Intervention, Pre-Kindergarten and Kindergarten Classrooms 2022-2023 School Year

ONE FORM PER SCHOOL BUILDING

District/ County: TEANECK / BERGEN School: WHITTIER ELEMENTARY

List Room(s) Number/Name: 103

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
- Toilet facilities shall be readily accessible and the toilet room and signage shall be visible to the child from the classroom door;
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

A classroom aide will escort the students to the nearest hallway bathroom

Board of Education has approved this alternate method of compliance on 6/28/22.
Date

******Attach Copy of Board Resolution******

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____

Not Approved: _____

Executive County Superintendent

Date

NJAC 6A:26-6.3 (h) 4

4. Toilet facilities for preschool and kindergarten classrooms shall be provided as follows:
- i. An individual toilet room shall be provided in each classroom and shall meet the following criteria:
 - (1) Be located and equipped in such a way as to ensure privacy for the students;
 - (2) Be accessible to physically disabled students and barrier free in design as per N.J.A.C. 5:23-7; 115
 - (3) Be equipped with an open front seat with a flood rim height no greater than 14 inches from the floor, and a lavatory (sink) with a flood rim height no greater than 26 inches from the floor.
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 - (1) No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
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 - iii. If a school district chooses to provide toilet rooms adjacent to or outside the classroom in conformance with (h)4ii above, the chief school administrator shall certify to the executive county superintendent on forms prescribed by the Commissioner how the alternate method of compliance shall be addressed. The completed form and a copy of a resolution by the district board of education approving the alternate method of compliance shall be submitted to the executive county superintendent for approval. Thereafter, the chief school administrator annually shall resubmit the form certifying how the alternate method of compliance will be addressed. Any changes to the approved alternate method of compliance shall be submitted to the executive county superintendent for approval;

Teaneck Public Schools

Special Public Meeting

June 28, 2022

Finance and Budget - 6.

that the Board approve the annual request to the Bergen Executive County Superintendent of Schools for approval of a **Temporary Instructional Space** at the Christ Episcopal Church for the **2022-2023** school year (see attached applications).

Explanation:

The Board needs to approve this annual request for approval of a Temporary Instructional space at Christ Episcopal Church.

ATTACHMENTS:

Description	Type
Temporary Space	Cover Memo
Temporary Space	Cover Memo
Anticipated Use	Cover Memo



New Jersey Department of Education

Initial/ Renewal Application for ONE Temporary Instructional Space 2022-2023 School Year

SUBCHAPTER 8. TEMPORARY SCHOOL FACILITIES

6A:26-8.1 Temporary facilities standards

Pursuant to 6A:26-8.1 the Executive County Superintendent shall **Annually** monitor the temporary facilities of school districts for criteria set forth in this code.

District/ County : TEANECK / BERGEN

Please check one: Existing School Building: ☒ TCU: _____ Mobile: _____

School/Building: Christ Episcopal Church (Teaneck Early Learning Center) – Multi-Purpose Room

Address of School: 480 Warwick Avenue, Teaneck, NJ 07666

Year of: Initial Application: 5/10/2019 Renewal Application(s): 1st Year: _____ 2nd Year: _____ 3rd Year: ☒ Other: _____

Included in the Long Range Facility Plan for educational capacity purpose: Yes _____ No ☒

Grade Level(s): Pre-K Instructional Activity(s): Pre-K Instruction Classroom

Maximum number of students and teachers/aides (total) at one time: 15 students; 1 teacher; 1 aide

Reason for / Improvements made on site: _____

The Board of Education approved the renewal temporary application on 6/28/22 (Date)

*****Please attach Board Resolution *****

Certified by: _____ (Superintendent of Schools) _____ (Date)

_____ (School Business Administrator) _____ (Date)

For County Use Only:

Date of inspection by County Office: _____ Inspected by: _____

Approval is granted _____ Approval is not granted _____ Subject to the following conditions: _____

_____ (Executive County Superintendent) _____ (Date)



New Jersey Department of Education

Initial/ Renewal Application for ONE Temporary Instructional Space 2022-2023 School Year

SUBCHAPTER 8. TEMPORARY SCHOOL FACILITIES

6A:26-8.1 Temporary facilities standards

Pursuant to 6A:26-8.1 the Executive County Superintendent shall **Annually** monitor the temporary facilities of school districts for criteria set forth in this code.

District/ County : TEANECK / BERGEN

Please check one: Existing School Building: ☒ TCU: _____ Mobile: _____

School/Building: Christ Episcopal Church (Teaneck Early Learning Center) – Room 4

Address of School: 480 Warwick Avenue, Teaneck, NJ 07666

Year of: Initial Application: 5/10/2019 Renewal Application(s): 1st Year: _____ 2nd Year: _____ 3rd Year: ☒ Other: _____

Included in the Long Range Facility Plan for educational capacity purpose: Yes _____ No ☒

Grade Level(s): Pre-K Instructional Activity(s): Pre-K Instruction Classroom

Maximum number of students and teachers/aides (total) at one time: 15 students; 1 teacher; 1 aide

Reason for / Improvements made on site: _____

The Board of Education approved the renewal temporary application on 6/28/22 (Date)

*****Please attach Board Resolution *****

Certified by: _____ (Superintendent of Schools) _____ (Date)

_____ (School Business Administrator) _____ (Date)

For County Use Only:

Date of inspection by County Office: _____ Inspected by: _____

Approval is granted _____ Approval is not granted _____ Subject to the following conditions: _____

_____ (Executive County Superintendent) _____ (Date)



New Jersey Department of Education

Anticipated Facility Requests for 2022-2023 School Year

ALL DISTRICTS MUST COMPLETE AND RETURN THIS FORM TO THEIR DOE COUNTY OFFICE **BY JULY 31, 2022**

The purpose of this form is to notify the county office of anticipated changes to facility use for the upcoming school year. Some facility changes require a site visit prior to county office approval.

A district shall submit the specific facility request form (dual use, change of use, etc.) with the Anticipated Facility Request Form.

All applications must be original and include an original extract.

Temporary (check one):

_____ I **will not** have any temporary spaces for the school year. (TCU or rented)

___**X**___ I anticipate the need to **renew** temporary spaces for the school year.

_____ I anticipate the need to use **new** temporary spaces for the school year.

Note: Off-site facilities are considered temporary and require an annual application and inspection.

Dual Use (check one):

_____ I anticipate requesting dual use of instructional space for the school year.

___**X**___ There will be **no dual use** of instructional space during the school year.

Change of Use (check one):

_____ I anticipate applying for a change of use for the school year.

___**X**___ I do not anticipate applying for a change of use for the school year.

Kindergarten Toilet (check one):

___**X**___ I will be requesting approval of alternate method of compliance for the school year.

_____ All Kindergarten and Pre-K Classrooms being used in have their own toilet facility.

BERGEN / TEANECK
County/ District

Dora Zeno
School Business Administrator

6/28/22
Date

Award of Contract; Educational Services; Paraprofessionals
--Proposal No. CC 01-23--

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, and the Interim School Business Administrator/Board Secretary awards the contract for Educational Services; Paraprofessionals to **ESS Northeast LLC of Cherry Hill, NJ 08034**.

The District solicited competitive proposals for the Educational Services; Paraprofessional contract using the Competitive Contracting process (Proposal #CC 01-23) as outlined in N.J.S.A. 18A:18A-4.1 et. seq.

On June 8, 2022, the District received two (2) responses to the legal advertisement for proposal #CC 01-23. The respondents were

- ESS Northeast LLC of Cherry Hill, NJ 08034
- Kelly Services, Inc. Troy, MI 48084

Evaluation of Proposals

A committee was appointed by the Interim School Business Administrator to evaluate the proposals. The members of the Committee were:

- Dr. Kim Buxenbaum, Assistant Superintendent
- Dr. Maura Tuite, Director Special Education
- Ms. Shelliann Mirander, Assistant Director of Special Education
- Dr. Kristine Thielman, Child Study Team Coordinator
- Dora E. Zeno, Interim School Business Administrator

The proposals were evaluated pursuant to N.J.A.C. 5:34-4.2 and the guidance issued by the Office of State Comptroller’s publication, *Best Practices in Awarding Service Contracts*. The District established a rubric containing three (3) criteria for the review of the proposals and the goal was to award the proposal to the company that best meets the requirements of these criteria: (These criteria were included in the body of the Request for Proposals, so all potential vendors were aware of the scoring mechanism.)

The Committee used the following criteria based upon a scoring total of one hundred points.

<u>Criterion</u>	<u>Value points</u>
Technical	25
Management	35
Cost	40

Scoring and Ranking of Proposals

The Committee interviewed both potential vendors and collectively agreed that their RFPs spoke to their

qualifications, experience, availability of personnel, recruitment, quality of management, plan to address current market labor challenges, and probability of successful management of the District's paraprofessional staff. Based on the Committee's evaluation, the proposals were scored and ranked as follows:

Vendor			Vendor		
ESS, NE LLC	Criteria	Value Points	Kelly Services	Criteria	Value Points
	Technical	23		Technical	20
	Management - Business/Qualifications, Relevant Experience	34		Management - Business/Qualifications, Relevant Experience	25
	Cost: Fee Proposal	39.3		Cost: Fee Proposal	40
Total		96.3	Total		85

Cost Criterion Pricing

The vendors submitted the total cost pricing based on their responses.

Vendor	Cost
ESS, NE LLC	\$6,526,180.92
Kelly Educational Services	\$6,423,784.20

The Cost criterion was scored based on the following mathematical formula:

Vendor	Formula	Points
Kelly Education, Inc.	\$6,423,784.20 (Kelly Education submitted the lowest cost and therefore receives all forty (40) points	40
ESS NE, LLC	\$6,423,784.20 divided by ESS Price of \$6,526,180.92 times 40	39.3

Total Cost of the Contract

The total cost of the contract is estimated to be \$6,526,180.92 which may fluctuate depending on the need for the services.

Term of Contract

The term of the contract will be through June 30, 2023. The contract may be renewed by the Board of

Education for an additional two years in accordance with N.J.S.A. 18A:18A-42. It is to be noted that if the contract is renewed in any subsequent year, the term would span 12 months, with the intent to include the Extended School Year program.

Explanation:

ATTACHMENTS:

Description	Type
Report to the Board	Cover Memo

TEANECK BOARD OF EDUCATION

Paraprofessional - Request For Proposal (RFP) To Provide Educational Services Paraprofessionals RFP #CC 01-23

Report to the Board of Education

Process - Numerous steps must be undertaken when considering entering into a competitive contract. A description of that process is **attached** to this report.

On June 8, 2022, the District received two (2) responses to the legal advertisement for the provision of paraprofessional services, proposal #CC 01-23. The District used the competitive contracting process as outlined in N.J.S.A. 18A:18A-4.1 et seq. Pursuant to 18A:18A-4.5 (d), I provide to the Board of Education a report recommending the award of the contract.

Responses to Advertisement - A legal ad was placed in a Gannett daily newspaper on May 4, 2022. It must be published a minimum of 20 days before the RFPs are due. The following companies requested a copy of the RFP:

- Atlantic Group
- Center for Partnership Services
- Deltek Public Records
- ESS, LLC
- GHR Education
- Kelly Education Services
- SSG-Healthcare (The Stepping Stones Group)

The **following companies submitted proposals** to the District:

- ESS, LLC
- Kelly Services

Evaluation of Proposals

The School Business Administrator created a committee to evaluate the proposals in accordance with the competitive contracting requirements of the Public School Contracts Law, N.J.S.A. 18A:18A-4.1 et. seq. The members of the Committee were:

- Dr. [Kim Buxenbaum](#), Assistant Superintendent
- Dr. [Maura Tuite](#), Director Special Education
- Shelliann Mirander, Assistant Director of Special Education
- Dr. [Kristine Thielman](#), Child Study Team Coordinator
- Dora E. Zeno, Interim School Business Administrator

The District established a rubric containing three (3) criteria for the review of the proposals and the goal was to award the proposal to the company that best meets the requirements of these criteria: (These criteria were included in the body of the Request for Proposals, so all potential vendors were aware of the scoring mechanism.)

Category	Value Points
<ul style="list-style-type: none"> • Technical Criteria <ul style="list-style-type: none"> ◦ Description of Services 	25
<ul style="list-style-type: none"> • Management Criteria <ul style="list-style-type: none"> ◦ Business Management ◦ Qualifications, Relevant Experience 	35
<ul style="list-style-type: none"> • Cost Criteria <ul style="list-style-type: none"> ◦ Fee Proposal 	40

Vendor	Cost
ESS, LLC	\$6,526,180.92
Kelly Educational Services	\$6,423,784.20

When the Committee interviewed both potential vendors, we collectively agreed that their RFP spoke to their qualifications, experience, availability of personnel, recruitment, quality of management, plan to address current market labor challenges, probability of successful management of the District's paraprofessional staff, training and professional development.

Each vendor was scored as follows:

Vendor			Vendor		
ESS, LLC	Criteria	Value Points	Kelly Services	Criteria	Value Points
	Technical	25		Technical	20
	Management - Business/Qualifications, Relevant Experience	34		Management - Business/Qualifications, Relevant Experience	25
	Cost: Fee Proposal	39.3		Cost: Fee Proposal	40
Total		98.3	Total		85

Interviews

Each vendor that submitted an RFP was interviewed by the Committee on June 15, 2022. We note that the district has had experience with each potential vendor. The RFP requires that a staff person be assigned and dedicate 100% of his/her time to Teaneck Schools. During the discussions, emphasis was placed on how the vendor would handle concerns related to staff performance issues which may arise. We concluded that ESS, LLC would be able to manage any performance issues.

Recommendation of Award of Contract

At the conclusion of these interviews and discussions, the Committee unanimously agreed to recommend that ESS, LLC be selected as the vendor to provide paraprofessional staffing services to the Teaneck Public Schools.

Pursuant to N.J.S.A. 18A-18A-4.5 (d) we hereby recommend to the Board of Education the award of the contract to ESS, LLC, based upon the terms and conditions of Competitive Contracting Proposal CC 01-23.

Term of Contract

The term of the contract will be through June 30, 2023. The contract may be renewed by the Board of Education for an additional two years in accordance with N.J.S.A. 18A:18A-42. It is to be noted that if the contract is renewed in any subsequent year, the term would span 12 months, with the intent to include the Extended School Year program.

Teaneck Public Schools

Special Public Meeting

June 28, 2022

Finance and Budget - 10.

that the Board approve installing the **911inform** system (Hunter technologies/Avaya). **911inform** will integrate with the Raptor visitor management system to bring the district into full compliance with Ray Baum's federal mandate and Alyssa's law. **911Inform** provides a direct link notification to police and fire departments with specific information needed to pinpoint the "dispatchable location" and quickly reach a 9-1-1 caller regardless of the device they dial from or their exact location inside a large building. The goal is to complete installation in each of the nine Teaneck Public Schools buildings before starting the 22-23 school year. The project's cost is not to exceed \$107,686.08 and is fully funded by the Securing Our Children Future bond act.

COMPLIANCE NOTE: The quoted system is in compliance with "Alyssa's Law" (N.J.S.A. 18A:41-10 et. seq.), as well as the Federal Communications Commission rules implementing "Kari'sLaw" (47 CFR § 9.1 et. seq.) and Section 506 of Ray Baum's Act of 2018.

NJ State contract #A80802 (see attached)

Explanation:

ATTACHMENTS:

Description	Type
NJ State Letter - COOP	Cover Memo



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. Box 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

CHANGE ORDER #19 T1316

SOLICITATION #11-X-21415

TO: All State Agencies and Cooperative Purchasing Participants

DATE: January 27, 2021

FROM: Zachary Dae, Procurement Specialist

SUBJECT: Blanket P.O. Extension

BLANKET P.O. PERIOD: Original Term: February 1, 2012 – January 31, 2017
1st Extension: February 1, 2017 – January 31, 2018
2nd Extension: February 1, 2018 – January 31, 2019
3rd Extension: February 1, 2019 – January 31, 2020
4th Extension: February 1, 2020 – January 31, 2021
5th Extension: February 1, 2021 – January 31, 2022
6th Extension: February 1, 2022 – January 31, 2023

Blanket P.O. Number	Vendor {Contractor}
80813	MCI Communications Services, LLC
80812	DiRAD Technologies Inc
80807	EXTEL Communications Inc.
80803	Unify Inc
80802	AVAYA INC
80801	NEC Corporation of America

Please be advised that the above Blanket P.O.s have been extended for a period of one (1) year, commencing on February 1, 2022 and expiring on January 31, 2023.

All other terms and conditions, including pricing, remain the same.

Please file a copy of this Change Order with your Notice of Award for future reference.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

AMENDMENT # 05

T-1316

SOLICITATION #21415

Date: March 27, 2012

To: All Using Agencies and
Cooperative Purchasing Participants

From: James E. Strype, Purchase Bureau

Subject: Telecommunications Equipment & Services

Contract Period: February 1, 2012 to January 31, 2017

The following authorized dealers are added to Contract A80802, Avaya Communications, Inc.:

Shared Technologies
535 8th Avenue, 10th Fl.
NY, NY 10018
Contact: Jude Rich
Phone: 212-613-1077
Email: jrich@arrow.com
(Categories: PL00001, PL00002 & PL 00004)

Tricomm Services Corp.
309 Bellevue Avenue
Hammonton, NJ 08037
Contact: Toni LoSasso
Phone: 609-704-5526 x101
Email: toni.losasso@tricommcorp.com
(Categories: PL00001, PL00002 & PL 00004)

Tru Stor dba Hunter Technologies
38 Corbett Way
Eatontown, NJ 07724
Contact: Ivo Allen
Phone: 732-542-9292
Email: iallen@huntertech.com
(Categories: PL00001, PL00002 & PL 00004)

(Continued)

The following authorized dealer is added to Contract A80802, Avaya Communications, Inc.:

Altura Communications Solutions
7 Rueten Drive, Bldg B, Suite E
Closter, NJ 07624
Contact: Tony Clemente
Phone: 917-699-6852
Email: aclemente@alturacs.com
(Categories: PL00001 & PL 00004)

Teaneck Public Schools

Special Public Meeting

June 28, 2022

Finance and Budget - 11.

that the Board approve the Service Agreement entered into between CarePlus NJ (CPNJ) and Teaneck Public Schools which outlines the behavioral healthcare services to students and Teaneck families. CPNJ will collaborate with district staff to provide onsite behavioral healthcare services, onsite school clearance assessments, linkages to community resources and professional development workshops. The Agreement will become effective for the period September 1, 2022 through June 30, 2023. The School District agrees to pay CPNJ an amount not to exceed \$225,000. SCTP Grant #20-427-200-320-57-50-0-0.

Explanation:

To support behavioral healthcare in both Special and General Education areas.

ATTACHMENTS:

Description	Type
CarePlus NJ - Behavioral Agreement	Cover Memo

SERVICE AGREEMENT

This Service Agreement is entered into between CarePlus NJ, Inc., (herein referred to as "CPNJ") with its principal place of business located at 610 Valley Health Plaza, Paramus, New Jersey and Teaneck School District 651 Teaneck Road, Teaneck, NJ 07666 (School District). This Agreement provides guidelines under which Care Plus NJ, Inc (CPNJ) will provide in-district behavioral healthcare services.

I. Term

This Agreement shall have a term of one school year commencing as of September 1, 2022 and ending June 30, 2023 ("term").

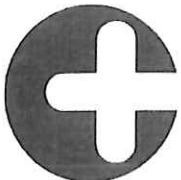
- A. The Parties acknowledge the staffing crisis within the mental healthcare field for qualified clinical professionals.
- B. In light of the staffing crisis, the Parties agree that upon executing this Agreement, Care Plus shall immediately initiate the recruiting process for the clinicians to be placed at the School.
- C. Should placement of the clinicians by Care Plus exceed sixty days (60), from the date the Agreement is executed, the School District shall have the right to terminate this Agreement, unless both Parties agree to an extension of the recruiting timeframe in writing. Billing under this agreement shall not commence until placement of the assigned clinicians is completed.

II. Provision of Services

Care Plus NJ and District have a shared goal of bringing state of the art behavioral healthcare services to the students and families of Teaneck. Therefore, the services to be provided by CPNJ include, but may not be limited to the following plan designed by CPNJ specifically for the school district.

A. Teaneck District Service Plan:

- 1. CPNJ Staffing (for purposes of this Agreement references to "Staffing" shall mean CPNJ employees hired by CPNJ to provide services under this Agreement):
 - a) CPNJ will provide the placement of two (2) (LAC, LSW, LCSW, LPC, LMFT) 40 hour per week clinicians.
 - b) CPNJ will ensure any clinicians placed on site will receive the necessary clinical training and supervision as required based on licensure.



Care Plus NJ, Inc. 610 Valley Health Plaza, Paramus, NJ 07652
ph 201-265-8200 | fax 201-265-0366 | www.CarePlusNJ.org

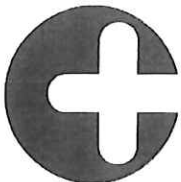


- c) In the event of circumstances necessitating virtual learning (i.e. a public health crisis declared by State and/or federal authorities), The clinicians will provide counseling, skill-development groups, collaboration, case management, professional development workshops and parent engagement sessions using virtual platforms, including Care Plus NJ's telehealth account. There will be no disruption in service provisions.
- d) In the event, of a Leave of absence, termination or resignation of the assigned clinicians, CPNJ reserves the right to:
 - (i) To replace the vacancy with another available qualified clinicians; and/or
 - (ii) To immediately convert in-person services to the CPNJ telehealth platform utilizing an available qualified clinicians; and
 - (iii) To immediately commence the recruiting process pursuant to Paragraph I. A-C of this agreement, should a qualified clinicians not be available for immediate placement.

B. CPNJ Service Outline:

1. Mental Health Support for Identified Youth:

- a) Collaboration with identified schools' administration, faculty and staff (as defined by District) in program implementation, identification of students in need and mode of service delivery.
- b) Individual and family counseling focused on supporting students' academic success and mental health needs. Caseload for a program focused primarily on individual and family counseling is 20-25 students per full-time clinician, at any given time.
- c) Classroom observation and assistance in implementation of behavior plans to promote students' success, as needed.
- d) Crisis intervention services, as needed.
- e) Social Emotional Learning (SEL) skill-development groups/workshops for students (ex: anger management, stress management, communication skills, substance awareness, executive functioning), based on student/District need.
- f) Community outreach/in-home outreach to students/families to promote school attendance and participation in school-based services and/or link to additional resources.
- g) Case management and collaboration to ensure communication regarding the student's performance in school.
- h) Linkage for students and their family members to resources available through CPNJ and other community providers.



2. District-Wide Supports:

- a) Onsite/virtual school clearances for students determined at-risk to self or others following initial risk assessment by District team member. Maximum: Eight clearances per month.
- b) Eight (8) parent engagement workshops.
- c) Eight (8) professional development workshops. The duration of professional development workshops is 45 minutes to 2 hours, depending on the topic. Workshop topics include, but are not limited to: Mental Health 101, Suicide Prevention, Trauma Informed Classrooms, Nurtured Heart Approach, Post-COVID Social Emotional Learning, Educator Wellness, and Substance Use Trends for Educators.
- d) Resources via Care Plus NJ's School Based Services website (www.careplus-schools.org).

3. Care Plus Expertise and Opportunity for Wraparound Supports:

By contracting with Care Plus, the network of services and access to system partners becomes available to the students and families of your district. The following outlines just some of the critical services within our network.

- a) Adolescent substance abuse prevention, assessment and Intensive Outpatient Services
- b) Intensive in-home therapeutic services
- c) Linkages to child psychiatry including evaluation and medication monitoring
- d) Outpatient therapy for children, adolescents and adults including family therapy
- e) Evidenced based groups including but not limited to: Girls' Depression, Freedom from Anxiety, LGBTQ support group, Anger Management, Social Skills, Parenting Curriculum, Food/Body Image Group
- f) Traumatic Loss Coalition services including prevention or post-intervention need
- g) Coordinated Specialty Care & NJ Promise – Wraparound therapeutic support for youth at-risk for early psychosis
- h) Korean American Outpatient Services



III. Compensation

- A. For the behavioral healthcare and support services as described herein, the School District agrees to pay to CarePlus NJ the total sum of \$225,000
- B. CarePlus agrees to accept payments in monthly installments for September 2022 – June 2023. CarePlus shall submit monthly invoices to the School District in the amount of \$22,500 per month. The invoice shall include a verification of hours and services rendered. The School District shall pay such fees no later than thirty (30) days from the date of the invoice.
- C. Both Parties agree that the contract billing period shall run from September 2022 – June 2023.
- D. Pursuant to Paragraph II, Subsection A. 1. C), in the event of circumstances necessitating virtual learning, Care Plus will continue to provide a clinicians and support services according to the terms of this Agreement and shall continue to invoice the School District at the compensation rate defined herein.

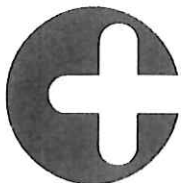
IV. DEDICATED WORKSPACE

The District will provide dedicated office space for the Care Plus clinicians. At minimum, the office will be private and suitable for counseling sessions. It will include basic office furniture, a computer and telephone.

V. Staffing Licenses/Credentials

Care Plus NJ, Inc. reserves the right to assign staff to this project as it deems appropriate. The School District reserves the right to meet the assigned staff to approve his or her placement. Care Plus will ensure that all of its staff providing services under this Agreement are adequately trained and licensed to provide the respective services. Training of CPNJ staff will cover age and situational appropriateness of services pertaining to the students served under this Agreement. CPNJ further assure the School District that:

- A. As a service provider, CarePlus NJ has and will maintain an active license and current malpractice insurance as required by the agency and the State of New Jersey to operate.
- B. All staff, providing services will receive the necessary clinical supervision needed to provide services under this Agreement.
- C. All CarePlus NJ staff, involved with servicing children under this Agreement, have undergone criminal background checks, and will be fingerprinted as required for employment and assignment under this Agreement and pursuant to the requirements of N.J.S.A. 18A:6-7.1 to 7.5, and N.J.S.A. 18A:6-7.6 to 7.13 as required by the School District.



Care Plus NJ, Inc. 610 Valley Health Plaza, Paramus, NJ 07652
ph 201-265-8200 | fax 201-265-0366 | www.CarePlusNJ.org



- D. CarePlus certifies that none of its staff involved with the provision of services to students under this Agreement have been disbarred or otherwise excluded from practicing under his /her area of discipline by the State/Federal government or licensing entities. If after execution of this Agreement, CarePlus NJ should learn that a staff person providing services under this Agreement has been deemed an "ineligible person", then he/she will be removed from responsibility for, or involvement with this Agreement. In such an event, CarePlus NJ reserves the right to replace the individual with another qualified employee.

VI. Non-Solicitation

- A. The School District agrees not to engage or solicit any of the CPNJ assigned employees, agents or representative for any other School District employment or business activity. All details of this business Agreement should be directed to the CPNJ's Senior Vice President, Nicole McQuillen or her designee. The School District agrees not to discuss payments or invoices associated thereto with any CPNJ employee assigned to provide services under this Contractual Agreement.
- B. The School District further agrees that during the term of this contract and for twelve (12) months after the termination thereof, regardless of the reason for the termination, it will not, directly or indirectly, recruit, solicit, or induce (or attempt to do so), any employee, agent or representative assigned by CPNJ to perform services under this Agreement. Nothing contained herein, however, shall be interpreted to prohibit or restrain the School District from employing an employee, agent, or representative assigned to CPNJ who seeks or pursues such employment without the input, direct or indirect, of the School District.

VII. Independent Contractor

- A. CarePlus staff assigned to perform mental and behavioral health care services for students, and any other services as required to fulfill its obligations under this Agreement, shall perform such services as an independent contractor. As such, no part of this Agreement shall be construed to represent the creation of an employer/employee relationship between the Parties.
- B. Should the relationship of the Parties as independent contractors of the other be challenged by the Internal Revenue Service, the respective Party receiving such notice agrees to promptly notify the other, so that both may jointly collaborate on an appropriate response to the Internal Revenue Service.



VIII. Confidentiality

Both Parties understand that in order for CarePlus NJ staff to be able to share records and/or have any verbal or written communication regarding a student who has received a service under this Agreement, a CarePlus NJ release form signed by the student/parent must be in place. Pursuant to New Jersey state regulations, all information related to an individual's mental health treatment is protected regardless of an organization's status as a "covered entity" as defined by HIPAA and HITECH. Care Plus NJ, Inc. and the District both certify that their organizations have established policies and procedures to protect the confidentiality and integrity of the Protected Healthcare Information that may be used and disclosed between the agencies for purposes of providing services treatment under this Agreement.

IX. Records

- A. CarePlus' staff will be required to keep and maintain records relating to all mental health, substance abuse and any other behavioral health care services, such as but not limited to comprehensive assessments, treatment plans and progress notes. This requirement also includes student clinical information communicated through email generated by a CarePlus NJ clinician or clinical supervisor, regardless of the medium (i.e. through use of the school email server or that of Care Plus NJ). As such these records will be deemed records of CarePlus NJ. Further the release of these records will be governed by the standards of confidentiality as established by the Division of Mental Health and Addictive Services and can only be released pursuant to N.J.A.C. 10:37-6.79 et al. as to the release of consumers who are minors, which requires a written authorization of the parent/guardian or upon court order.
- B. CarePlus agrees to abide by the limitations on disclosure and re-disclosure of personally identifiable information from education records as set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), 20 U.S.C. §1232g; 34 CFR § 99.33. Care Plus NJ further agrees to abide by the terms set forth in 34 CFR 99.33 (a)(2), which requires that the officers, employees and agents of a Party that receives education record information from the educational institution may use the information, but only for the purposes for which the disclosure was made. Covered data and information for purposes of this Agreement includes paper and electronic student education record information, including evaluations: 1) supplied by the School District and/or the students to the Site or 2) created by Care Plus NJ in connection with the Agreement between the Parties.
- C. Both Parties shall ensure that parents sign the necessary and appropriate Authorizations to Release any confidential mental healthcare records or school records of its students in accordance with the State and Federal regulations governing each respective Party.



- D. Pursuant to N.J.A.C.17:44-2.2, Care Plus NJ shall maintain all documentation related to services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Controller upon request. Notwithstanding to the contrary, all records deemed to be mental healthcare records of students shall be retained by Care Plus NJ pursuant to N.J.A.C 10:37-6.77 for a period of five years after they reach their 18th birthday.

X. Professional Liability Insurance

- A. CarePlus NJ, at its own expense, will provide and maintain appropriate and adequate malpractice insurance based on hours worked for the School District in the minimum amount of \$3,000,000 for itself, and its agents, servants, employees who are acting as "Staff" pursuant to the Agreement. In addition, CarePlus shall list the School District as an additional insured on its malpractice insurance policy and provide proof of same.
- B. CarePlus NJ will provide The School District with not less than fifteen (15) days' written notice prior to any modification, expiration or cancellation of any such coverage. Prior to the modification, expiration and/or cancellation of any such coverage, the CarePlus will secure replacement of such coverage upon the same terms and conditions and furnish the School District with a certificate describing such replacement coverage.

XI. General Liability Insurance

CarePlus NJ, at its own expense, will provide and maintain appropriate general liability insurance coverage in the minimum amount of \$1,000,000 per person and \$3,000,000 per accident, and such insurance shall name Teaneck School District Board of Education as an additional insured and cover any and all liability arising out of and/or related to Care Plus NJ's rendering of services to Teaneck School District's students. Care Plus shall also maintain Workers' Compensation insurance for all of its staff assigned to provider services under the Agreement in amount no less than the statutory minimums.

XII. Proof of Insurance

CarePlus NJ shall furnish the School District with a copy of all applicable professional liability and general liability certificates of insurance prior to the rendering of services set forth herein.



XIII. ANTI-BULLYING BILL OF RIGHTS

CarePlus NJ shall comply with all applicable provisions of the Anti-Bullying Bill of Rights Act, *N.J.S.A 18A: 37-13.1 et seq.*, and the anti-bullying policy of the School District. CarePlus and its staff assigned to provide services under this Agreement shall verbally report any act of harassment, intimidation or bullying of a student of the School District on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing, within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the School principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedures as set forth in the anti-bullying policy. The School District shall provide to CarePlus, and its staff assigned under the Agreement, a copy of the anti-bullying policy and information regarding the policy.

XIV. Indemnification of Parties

- A. CarePlus NJ, Inc. agrees to indemnify and hold harmless the School District, its officers, employees, administrators and /or agents from any claim, complaint, suit, demand, cost, expense or legal fee, penalty, loss or judgment (collectively "liability"), including reasonable attorney's fees, that may at any time be made or instituted against them in any judicial or administrative court, tribunal or other forum, by anyone for the purposes of enforcing a claim for damages resulting from or relating to the services provided by CarePlus NJ or anyone acting on its behalf to Teaneck School District students under this Agreement.

- B. The School District agrees to indemnify and hold harmless CarePlus NJ, Inc., its partners, trustees, directors, officers, employees, consultants and agents from any claim, complaint, suit, demand, cost, expense, or legal fee, penalty, loss or judgment (collectively "liability"), including reasonable attorney's fees, that may at any time be made or instituted against them in any judicial or administrative court, tribunal or other forum, by anyone for the purposes of enforcing a claim for damages arising out of the negligence of The School District, its officers, employees, administrators and /or agents as it relates to the services provided by CarePlus NJ or anyone acting on its behalf under this Agreement.



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If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

XVI. Choice of Law

The Agreement is made under, and shall be governed and construed according to, the laws of the State of New Jersey. Each Party hereby expressly agrees to New Jersey as the sole jurisdiction in connection with any action brought or otherwise relating to this Agreement.

XVII. Assignment

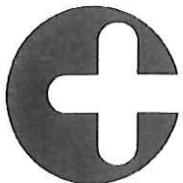
None of the provisions expressed in this Agreement shall be assigned, delegated or transferred by either Party without the prior written consent of both Parties.

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This Agreement may not be amended or modified in any of its provisions except by a subsequent written Agreement executed by duly authorized representatives of Care Plus NJ, Inc. and Teaneck School District.

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- A. Either Party may cancel this Agreement by giving thirty (30) days written notice to the other of such cancellation. Should the latter occur, CPNJ will be entitled to payment for services rendered up to the time of the effective date of termination.
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XX. Mandatory Equal Employment Opportunity

CarePlus NJ is an equal opportunity employer and as such agrees that during the performance of this contract, it will remain compliant with the equal employment directives pursuant to N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et. seq.

During performance of this contract, CarePlus NJ agrees to comply with P.L. 1975, c. 127, dated June 23, 1975, "Affirmative Action" and in accordance with provisions described in "Exhibit A" attached hereto. The parties to this contract agree to incorporate into this contract the mandatory language of N.J.S.A. 17:27-3.4 et seq. and N.J.S.A. 17:27-3.6, as amended and supplemented from time to time and Care Plus NJ agrees to comply fully with the terms, provisions and obligations of said Regulations. The parties to this contract further agree to incorporate into this contract the mandatory language of N.J.S.A 17:27-1.1 et seq. of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. set forth in Exhibit A as amended and supplemented from time to time and CarePlus NJ agrees to comply with all applicable federal and state laws and regulations governing employment, and shall not discriminate against any employee or applicant for employment based upon race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, disability, nationality sex (including pregnancy), gender identity or expression, atypical hereditary cellular or blood trait, or genetic information. Care Plus shall furnish the Board with all necessary reports as may be required by law.

Both Parties have read, understand, and will abide by the terms and conditions of this Agreement.

Signature:  Date: 6/9/22
Nicole McQuillen, LCSW; Senior Vice President
Care Plus NJ, Inc.

Signature: _____ Date: _____
Teaneck School District

Signature: _____ Date: _____
Board President



Care Plus NJ, Inc. 610 Valley Health Plaza, Paramus, NJ 07652
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Teaneck Public Schools

Special Public Meeting

June 28, 2022

Finance and Budget - 12.

that the Board approve the Service Agreement entered into between CarePlus NJ (CPNJ) and Teaneck Public Schools to provide state-mandated social, emotional, and behavioral intervention services to students in the Emotional Regulation Impairment program. The services will include individual and group counseling, psychoeducation and instruction, behavior intervention plans, and consultation to assist in meeting the educational needs of students. The Agreement will become effective for the period September 1, 2022 through June 30, 2023. The School District agrees to pay CPNJ an amount not to exceed \$220,000.

Explanation:

To support behavioral healthcare in both Special and General Education areas.

ATTACHMENTS:

Description	Type
CarePlus NJ - ERI Agreement	Cover Memo

SERVICE AGREEMENT

This Service Agreement is entered into between CarePlus NJ, Inc., (herein referred to as "CPNJ") with its principal place of business located at 610 Valley Health Plaza, Paramus, New Jersey and Teaneck School District 651 Teaneck Road, Teaneck, NJ 07666 (School District). This Agreement provides guidelines under which Care Plus NJ, Inc (CPNJ) will provide in-district behavioral healthcare services.

I. Term

This Agreement shall have a term of one school year commencing as of September 1, 2022 and ending June 30, 2023 ("term").

- A. The Parties acknowledge the staffing crisis within the mental healthcare field for qualified clinical professionals.
- B. In light of the staffing crisis, the Parties agree that upon executing this Agreement, Care Plus shall immediately initiate the recruiting process for the clinicians to be placed at the School.
- C. Should placement of the clinicians by Care Plus exceed sixty days (60), from the date the Agreement is executed, the School District shall have the right to terminate this Agreement, unless both Parties agree to an extension of the recruiting timeframe in writing. Billing under this agreement shall not commence until placement of the assigned clinicians is completed.

II. Provision of Services

Care Plus NJ and District have a shared goal of bringing state of the art behavioral healthcare services to the students and families of Teaneck. Therefore, the services to be provided by CPNJ include, but may not be limited to the following plan designed by CPNJ specifically for the school district.

A. Teaneck Emotional Regulation Impairment Program (ERI) Service Plan:

- 1. CPNJ Staffing (for purposes of this Agreement references to "Staffing" shall mean CPNJ employees hired by CPNJ to provide services under this Agreement):
 - a) CPNJ will provide the placement of two (2) (LAC, LSW, LCSW, LPC, LMFT) 40 hour per week clinicians.
 - b) CPNJ will ensure any clinicians placed on site will receive the necessary clinical training and supervision as required based on licensure.

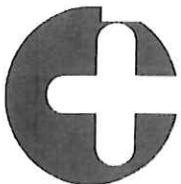


- c) In the event of circumstances necessitating virtual learning (i.e. a public health crisis declared by State and/or federal authorities), The clinicians will provide counseling, skill-development groups, collaboration, case management, professional development workshops and parent engagement sessions using virtual platforms, including Care Plus NJ's telehealth account. There will be no disruption in service provisions.
- d) In the event, of a Leave of absence, termination or resignation of the assigned clinicians, CPNJ reserves the right to:
 - (i) To replace the vacancy with another available qualified clinicians; and/or
 - (ii) To immediately convert in-person services to the CPNJ telehealth platform utilizing an available qualified clinicians; and
 - (iii) To immediately commence the recruiting process pursuant to Paragraph I. A-C of this agreement, should a qualified clinicians not be available for immediate placement.

B. CPNJ Service Outline:

Collaborate with the Director and/or the Assistant Director of Special Education, identified schools' administration, and staff to provide state-mandated social, emotional, and behavioral intervention services to students in the Emotional Regulation Impairment program. The services will include individual and group counseling, psychoeducation and instruction, behavior intervention plans, and consultation to assist in meeting the educational needs of students.

- Establish and maintain effective relationships with staff, students, and parents;
- Consult with teachers, administrators, and other professional staff regarding techniques and strategies to support co-regulation, prosocial skills, decision making, coping skills, etc.
- Observe students and classes, collaborate with program staff, CST and building administration in collecting and analyzing data for determining student needs, developing appropriate counseling and/or classroom-based goals and objectives, and monitoring progress on goals and/or effectiveness of behavior intervention plans;
- Consult and collaborate with staff members working with students in the ERI program to ensure behavior and social-emotional supports are embedded within the program to meet the specific needs of students;
- Assist in developing appropriate learning objectives for students and recommending practical emotional regulation supports for classroom procedures to facilitate student learning;
- Work cooperatively with various referral agencies;
- Provide social, emotional, and behavioral intervention services to students and staff;
- Interpret relevant data;
- Intervene in crisis situations through modeling of emotion regulation and verbal de-escalation;
- Serve as a resource to staff for the general welfare of students.



3. Care Plus Expertise and Opportunity for Wraparound Supports:

By contracting with Care Plus, the network of services and access to system partners becomes available to the students and families of your district. The following outlines just some of the critical services within our network.

- a) Adolescent substance abuse prevention, assessment and Intensive Outpatient Services
- b) Intensive in-home therapeutic services
- c) Linkages to child psychiatry including evaluation and medication monitoring
- d) Outpatient therapy for children, adolescents and adults including family therapy
- e) Evidenced based groups including but not limited to: Girls' Depression, Freedom from Anxiety, LGBTQ support group, Anger Management, Social Skills, Parenting Curriculum, Food/Body Image Group
- f) Traumatic Loss Coalition services including prevention or post-intervention need
- g) Coordinated Specialty Care & NJ Promise – Wraparound therapeutic support for youth at-risk for early psychosis
- h) Korean American Outpatient Services

B. Compensation

- A. For the behavioral healthcare and support services as described herein, the School District agrees to pay to CarePlus NJ the total sum of \$220,000.
- B. CarePlus agrees to accept payments in monthly installments for September 2022 – June 2023. CarePlus shall submit monthly invoices to the School District in the amount of \$22,000 per month. The invoice shall include a verification of hours and services rendered. The School District shall pay such fees no later than thirty (30) days from the date of the invoice.
- C. Both Parties agree that the contract billing period shall run from September 2022 – June 2023.
- D. Pursuant to Paragraph II, Subsection A. 1. C), in the event of circumstances necessitating virtual learning, Care Plus will continue to provide a clinicians and support services according to the terms of this Agreement and shall continue to invoice the School District at the compensation rate defined herein.



Care Plus NJ, Inc. 610 Valley Health Plaza, Paramus, NJ 07652
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IV . DEDICATED WORKSPACE

The District will provide dedicated office space for the Care Plus clinicians. At minimum, the office will be private and suitable for counseling sessions. It will include basic office furniture, a computer and telephone.

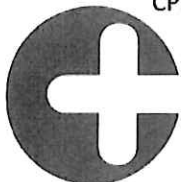
V. Staffing Licenses/Credentials

Care Plus NJ, Inc. reserves the right to assign staff to this project as it deems appropriate. The School District reserves the right to meet the assigned staff to approve his or her placement. Care Plus will ensure that all of its staff providing services under this Agreement are adequately trained and licensed to provide the respective services. Training of CPNJ staff will cover age and situational appropriateness of services pertaining to the students served under this Agreement. CPNJ further assure the School District that:

- A. As a service provider, CarePlus NJ has and will maintain an active license and current malpractice insurance as required by the agency and the State of New Jersey to operate.
- B. All staff, providing services will receive the necessary clinical supervision needed to provide services under this Agreement.
- C. All CarePlus NJ staff, involved with servicing children under this Agreement, have undergone criminal background checks, and will be fingerprinted as required for employment and assignment under this Agreement and pursuant to the requirements of N.J.S.A. 18A:6-7.1 to 7.5, and N.J.S.A. 18A:6-7.6 to 7.13 as required by the School District.
- D. CarePlus certifies that none of its staff involved with the provision of services to students under this Agreement have been disbarred or otherwise excluded from practicing under his /her area of discipline by the State/Federal government or licensing entities. If after execution of this Agreement, CarePlus NJ should learn that a staff person providing services under this Agreement has been deemed an "ineligible person", then he/she will be removed from responsibility for, or involvement with this Agreement. In such an event, CarePlus NJ reserves the right to replace the individual with another qualified employee.

VI. Non-Solicitation

- A. The School District agrees not to engage or solicit any of the CPNJ assigned employees, agents or representative for any other School District employment or business activity. All details of this business Agreement should be directed to the CPNJ's Senior Vice President, Nicole McQuillen or her designee. The School District agrees not to discuss payments or invoices associated thereto with any CPNJ employee assigned to provide services under this Contractual Agreement.



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- B. The School District further agrees that during the term of this contract and for twelve (12) months after the termination thereof, regardless of the reason for the termination, it will not, directly or indirectly, recruit, solicit, or induce (or attempt to do so), any employee, agent or representative assigned by CPNJ to perform services under this Agreement. Nothing contained herein, however, shall be interpreted to prohibit or restrain the School District from employing an employee, agent, or representative assigned to CPNJ who seeks or pursues such employment without the input, direct or indirect, of the School District.

VII. Independent Contractor

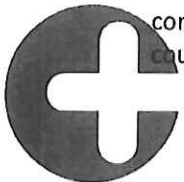
- A. CarePlus staff assigned to perform mental and behavioral health care services for students, and any other services as required to fulfill its obligations under this Agreement, shall perform such services as an independent contractor. As such, no part of this Agreement shall be construed to represent the creation of an employer/employee relationship between the Parties.
- B. Should the relationship of the Parties as independent contractors of the other be challenged by the Internal Revenue Service, the respective Party receiving such notice agrees to promptly notify the other, so that both may jointly collaborate on an appropriate response to the Internal Revenue Service.

VIII. Confidentiality

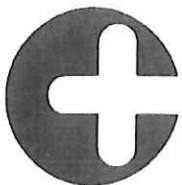
Both Parties understand that in order for CarePlus NJ staff to be able to share records and/or have any verbal or written communication regarding a student who has received a service under this Agreement, a CarePlus NJ release form signed by the student/parent must be in place. Pursuant to New Jersey state regulations, all information related to an individual's mental health treatment is protected regardless of an organization's status as a "covered entity" as defined by HIPAA and HITECH. Care Plus NJ, Inc. and the District both certify that their organizations have established policies and procedures to protect the confidentiality and integrity of the Protected Healthcare Information that may be used and disclosed between the agencies for purposes of providing services treatment under this Agreement.

IX. Records

- A. CarePlus' staff will be required to keep and maintain records relating to all mental health, substance abuse and any other behavioral health care services, such as but not limited to comprehensive assessments, treatment plans and progress notes. This requirement also includes student clinical information communicated through email generated by a CarePlus NJ clinician or clinical supervisor, regardless of the medium (i.e. through use of the school email server or that of Care Plus NJ). As such these records will be deemed records of CarePlus NJ. Further the release of these records will be governed by the standards of confidentiality as established by the Division of Mental Health and Addictive Services and can only be released pursuant to N.J.A.C. 10:37-6.79 et al. as to the release of consumers who are minors, which requires a written authorization of the parent/guardian or upon court order.



- B. CarePlus agrees to abide by the limitations on disclosure and re-disclosure of personally identifiable information from education records as set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), 20 U.S.C. §1232g; 34 CFR § 99.33. Care Plus NJ further agrees to abide by the terms set forth in 34 CFR 99.33 (a)(2), which requires that the officers, employees and agents of a Party that receives education record information from the educational institution may use the information, but only for the purposes for which the disclosure was made. Covered data and information for purposes of this Agreement includes paper and electronic student education record information, including evaluations: 1) supplied by the School District and/or the students to the Site or 2) created by Care Plus NJ in connection with the Agreement between the Parties.
- C. Both Parties shall ensure that parents sign the necessary and appropriate Authorizations to Release any confidential mental healthcare records or school records of its students in accordance with the State and Federal regulations governing each respective Party.
- D. Pursuant to N.J.A.C.17:44-2.2, Care Plus NJ shall maintain all documentation related to services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Controller upon request. Notwithstanding to the contrary, all records deemed to be mental healthcare records of students shall be retained by Care Plus NJ pursuant to N.J.A.C 10:37-6.77 for a period of five years after they reach their 18th birthday.
- X. Professional Liability Insurance**
- A. CarePlus NJ, at its own expense, will provide and maintain appropriate and adequate malpractice insurance based on hours worked for the School District in the minimum amount of \$3,000,000 for itself, and its agents, servants, employees who are acting as "Staff" pursuant to the Agreement. In addition, CarePlus shall list the School District as an additional insured on its malpractice insurance policy and provide proof of same.
- B. CarePlus NJ will provide The School District with not less than fifteen (15) days' written notice prior to any modification, expiration or cancellation of any such coverage. Prior to the modification, expiration and/or cancellation of any such coverage, the CarePlus will secure replacement of such coverage upon the same terms and conditions and furnish the School District with a certificate describing such replacement coverage.



XI. General Liability Insurance

CarePlus NJ, at its own expense, will provide and maintain appropriate general liability insurance coverage in the minimum amount of \$1,000,000 per person and \$3,000,000 per accident, and such insurance shall name Teaneck School District Board of Education as an additional insured and cover any and all liability arising out of and/or related to Care Plus NJ's rendering of services to Teaneck School District's students. Care Plus shall also maintain Workers' Compensation insurance for all of its staff assigned to provider services under the Agreement in amount no less than the statutory minimums.

XII. Proof of Insurance

CarePlus NJ shall furnish the School District with a copy of all applicable professional liability and general liability certificates of insurance prior to the rendering of services set forth herei

XIII. ANTI-BULLYING BILL OF RIGHTS

CarePlus NJ shall comply with all applicable provisions of the Anti-Bullying Bill of Rights Act, *N.J.S.A 18A: 37-13.1 et seq.*, and the anti-bullying policy of the School District. CarePlus and its staff assigned to provide services under this Agreement shall verbally report any act of harassment, intimidation or bullying of a student of the School District on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing, within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the School principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedures as set forth in the anti-bullying policy. The School District shall provide to CarePlus, and its staff assigned under the Agreement, a copy of the anti-bullying policy and information regarding the policy.

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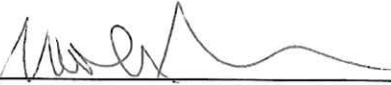


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Signature:  Date: 6/9/22
Nicole McQuillen, LCSW; Senior Vice President
Care Plus NJ, Inc.

Signature: _____ Date: _____
Teaneck School District

Signature: _____ Date: _____
Board President



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