

Wilson® Multi-tiered Systems of Professional Learning and Teacher Support: 2019-2020

- Foundations® in Tier 1, Grades K-1

To:

Brick Township Board of Education

101 Hendrickson Avenue

Brick, NJ 08724

Michelle Cloud, Elementary Curriculum Supervisor, ELA & Social Studies / K-12 Bilingual & ELL

mcloud@brickschools.org

732.785.3000 ext. 1524

By:

Elizabeth Gitau, Implementation Administrator

egitau@wilsonlanguage.com

508.368.6602

Susan Frank, Literacy Advisor

sfrank@wilsonlanguage.com

774.200.7125

Plan Date: 3/11/2019

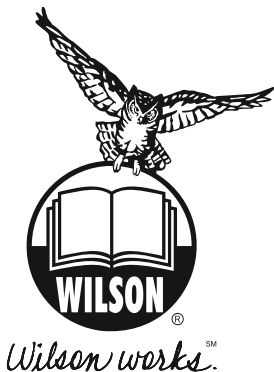
Response Date: 4/22/2019

Wilson Language Training (WLT)

47 Old Webster Road

Oxford, MA 01540

508.368.2399



WLT PROPOSAL

Wilson Language Training is honored to have the opportunity to collaborate with Brick Township Board of Ed.

Our mission is to provide *quality professional learning and ongoing support* so that educators have the skills and tools they need to help their *students become fluent, independent readers*, who are ready to explore the endless possibilities the world of reading has to offer.

The enclosed proposal includes material and professional learning necessary to implement Wilson programs as outlined in this proposal. Costs for professional learning. Discounts are based on the full purchase and implementation of this plan. (Note that tax exempt certificates are required in advance in order to process the order without applicable tax.) All prices are valid for 30 days from the date the plan is submitted by Wilson Language Training.

The scheduling of professional learning is dependent upon the availability of a Wilson Literacy Specialist or Trainer to service the site. I understand that professional learning events as outlined in the plan will only be secured upon written acceptance of this Plan. In the event that Wilson does not receive a purchase order all scheduled professional learning services risk being delayed or cancelled. If this plan is accepted at a date later than listed below, we cannot guarantee availability of a Literacy Specialist or Trainer. In order for Wilson Language Training to respond in a timely manner to this plan request and ship program materials to support a successful implementation, **please respond to this plan by filling out and faxing this form prior to or by:**

April 15, 2019 *

Please select:

Please call regarding revisions to this plan. Any revisions made will require the corresponding Service Agreement(s) to be revised.

This plan is accepted. By accepting this plan, you agree to the outline of Wilson services to be delivered and the materials needed as determined in partnership with the District. In addition, we ask that you sign the Service Agreement(s), which is a contract that binds the parties to specific terms and conditions with respect to delivery of the Plan services.

Prior to employment, our trainers undergo a national criminal background check. If a **criminal background check** according to your process is also required prior to providing the professional learning events outlined in this plan, please alert your Implementation Administrator. Although we will act as quickly as possible to comply, time constraints may affect scheduling of professional learning.

Please list a business contact should any billing questions arise.

Business Office Contact (required):

Name: Carrie Gomes

Title: Accounts Payable Supervisor

Phone: 732-785-3000 ext1014 Fax: _____

Email: cgomes@brickschools.org

Mailing Address: Same as on cover page

Date: _____

Authorized Signature: _____

Print Name/Title: James W. Edwards, Junior CPA, Business Administrator, Board Secretary

Wilson will be contacting you at least three times to gain feedback regarding the implementation of this Plan.

Please fax the completed form to Elizabeth Gitau, Implementation Administrator at 508-368-2377

*Acceptance of plan does not guarantee the scheduling of training, WLT will schedule training on a first-come, first-served basis until we have reached our capacity

DISTRICT PLAN GOALS

This one-year plan represents a collaborative partnership between Brick Township Board of Education and Wilson Language Training® to achieve the following goals in **2019-2020**:

- District and school-based administrators will develop an understanding of the implementation factors for successful outcomes with Foundations®.

Foundations®

Implementation

- Seven (7) schools in the district will continue the implementation of Foundations as a Tier 1 word study, spelling, and handwriting program in Level K, and will initiate the implementation of Foundations as a Tier 1 word study, spelling, and handwriting program in Level 1. Teachers will implement the daily 30-minute, whole class Foundations Standard Lesson.
- This COMPASS plan reflects a professional learning plan focusing on teachers in Foundations Level 1. It includes a Workshop, coaching at 2 Primary Coaching Sites, and Facilitator Certification for Level 1.

Workshop

- Tier 1, grade 1 teachers will attend the Foundations Level 1 Workshop.

Coaching

- Two (2) schools, TBD, will be designated as Primary Coaching Sites. Teachers at the Primary Coaching Sites will enhance their skills and confidence with the Foundations program through coaching from a Wilson Literacy Specialist.
- Eight (8) coaching days total will take place at the Primary Coaching Sites, four (4) at each site, and each is a full day. The Primary Coaching Sites must always be included as part of the coaching plan for each scheduled visit. Given the Wilson Coaching Framework structure is focused on *classroom* coaching, it is not appropriate to have outside observers unless the individuals are Facilitator Certification Candidates. (Additional schools may be visited as the schedule allows.)

Facilitator Certification

- The Facilitator Certification program helps build staff capacity by supporting the implementation of Foundations and contributing to teacher and student success. (See the attached document for a detailed description of the program and requirements.)
- Six (6) individuals will pursue Foundations Facilitator Certification including one (1) individual from each Primary Coaching Site and four (4) individuals from other schools. A maximum of 3 Facilitators can participate per Primary Coaching Site. Individuals will pursue Foundations Facilitator Certification for Level 1.
- The Foundations Facilitator candidates will participate in all four (4) coaching days at the designated Primary Coaching Site, complete online coursework, and satisfactorily complete the certification proficiencies for each level being pursued. (See the attached document for a detailed description of the program and requirements.)
- Facilitator candidates *not* from the Primary Coaching Site will also participate in a Facilitator Progress Check Coaching Day conducted by the Wilson Literacy Specialist to work with teachers at his/her home school.

The following provides the scheduling and other details for the previously described plan.

Spring 2019 Schedule

- **Foundations Level Workshop:** Foundations teachers in Tier 1 and the Facilitator candidates will attend a Foundations Level 1 Workshop.
- **Foundations Facilitator Certification Start-Up Seminar:** Facilitator candidates will participate in a ½ day meeting to review the Facilitator Certification program requirements. This will be scheduled in conjunction with the level workshops.

Fall 2019 Schedule

- **Foundations Coaching Days:** Two (2) schools, TBD, will be established as the Primary Coaching Sites for Foundations and coaching will support Level 1*. Two (2) coaching days will take place in the fall at each Primary Coaching Site. The Primary Coaching Sites must always be included as part of the coaching plan for each scheduled visit. Given the Wilson Coaching Framework structure is focused on *classroom* coaching, it is not appropriate to have outside observers unless the individuals are Facilitator Certification Candidates. (Additional schools may be visited as schedule allows.)
- **Foundations Facilitator Certification:** Six (6) teachers will participate in the Foundations Facilitator Certification for Level 1. Facilitators must be able to “facilitate” Foundations implementation. Therefore, as a requirement of the certification program, each Facilitator must be able to support a minimum of two (2) teachers in the level being pursued.
- The Facilitator candidates will participate in the two (2) fall coaching days at the designated Primary Coaching Site, begin the online coursework, and fulfill the requirements of the Facilitator Certification program being pursued for the fall time frame, specifically the requirements that correspond to the first two coaching days. (The prerequisite for the Facilitator Certification program is attendance at the corresponding Foundations Level Workshops within the last five (5) years.)

Spring 2020 Schedule

- **Foundations Coaching Days*:** The remaining four (4) coaching days will take place in the spring, two (2) days at each Primary Coaching Site. (Additional schools may be visited as the schedule allows.)
- **Foundations Facilitator Certification:** Six (6) teachers will continue the Foundations Facilitator Certification program. The Facilitator candidates will participate in the two (2) spring coaching days at the designated Primary Coaching Site, complete the online coursework, and fulfill the requirements of the Facilitator Certification program being pursued for the spring time frame, specifically the requirements that correspond to coaching days #3 and #4.
- **Foundations Facilitator Progress Check Coaching Day:** Facilitator candidates that are *not* from the Primary Coaching Site will participate in a Facilitator Progress Check Coaching Day at their home school. This Progress Check is conducted in conjunction with Coaching Day #3.

** Foundations Level 1 will be selected for the focus level for that day. Extended classroom walkthroughs and a study group will be conducted for the teachers of that level. Quick classroom walkthroughs for the non-focus levels will also be scheduled, as time allows.*

PROFESSIONAL LEARNING ACTIVITY DETAILS | FOUNDATIONS®

PROFESSIONAL LEARNING ACTIVITY		WHO SHOULD ATTEND	DURATION	MAXIMUM SEATS	SCHEDULING/ TIME FRAME	REQUIRED MATERIALS FOR PROFESSIONAL LEARNING ACTIVITIES
FUNDATIONS	Fundations Level 1 Workshop <i>2 sessions</i>	Grade 1: Tier 1 teachers, Facilitator Candidates	2 days <i>1 day for each session</i>	30	Spring 2019	1 Fundations Level 1 Teacher's Kit for Workshop <i>(provided for the workshop)</i>
	Fundations Coaching Days at Primary Coaching Sites	Level specific teachers, Facilitator Candidates	8 days <i>4 days at each Primary Coaching Site</i>	Maximum determined by WLT	4 days in Fall 2019 <i>2 days at each Primary Coaching Site</i> 4 days in Spring 2020 <i>2 days at each Primary Coaching Site</i>	None
	Fundations Facilitator Certification <i>Level 1</i>	Facilitator Candidates	Ongoing throughout school year	6	Spring/ Summer/Fall Start Up Seminar Requirements are ongoing throughout the school year	1 Fundations Teacher's Kit per participant for each level pursued <i>(purchased separately)</i>
	Fundations Facilitator Progress Check Coaching Day	Facilitator Candidates from Non-Coaching Site Schools	2 days <i>½ day per Facilitator Candidate</i>	4	Scheduled in conjunction with Coaching Day #3	None

Note: The materials listed in this summary table are needed for the Professional Learning Activities outlined and are provided unless otherwise noted. Materials required for program implementation should be purchased separately.

Administrators should refer to the attachments accompanying this plan for detailed professional learning descriptions and requirements regarding Foundations.

COST SUMMARY

Quote Numbers: PLQ1001736 / Q1022975

Wilson District Plan Cost Details -- 2018-2019 BUDGET	QTY	Unit of Measure	Unit Price	Extended Price
Materials				
Fundations Teacher's Kit 1 Second Edition	8	Each	\$489.00	\$3,912.00
Total Materials				\$3,912.00
Professional Learning				
Fundations Level 1 Workshop	2	Per Event	\$2,500.00	\$5,000.00
Total Professional Learning				\$5,000.00
Total Materials and Professional Learning				\$8,912.00
Shipping and Handling				\$312.96
Sales Tax*				\$0.00
Total Amount				\$9,224.96
*Sales tax provided with this quote is an estimate only. Actual sales tax is calculated based on the date on the invoice plus the current tax rates for your location.				

Note: Applicable sales tax is not included in this quote.

Quote Numbers: PLQ1001737 / Q1021899

Wilson District Plan Cost Details -- 2019-2020 BUDGET	QTY	Unit of Measure	Unit Price	Extended Price
Materials				
Fundations Classroom Set Level 1 (1 Teachers Kit & Materials for 25 Students) Second Ed. (5 box set)	31	Each	\$1,696.00	\$52,576.00
Total Materials				\$52,576.00
Professional Learning				
Fundations Facilitator Start-Up Meeting	1	Per Event	\$1,700.00	\$1,700.00
Fundations Facilitator Certification Level 1	6	Per Person	\$500.00	\$3,000.00
Fundations Coaching Day	8	Per Event	\$2,000.00	\$16,000.00
Fundations Facilitator Progress Check Coaching Day	2	Per Event	\$2,000.00	\$4,000.00
Total Professional Learning				\$24,700.00
Total Materials and Professional Learning				\$77,276.00
Shipping and Handling				\$2,695.05
Sales Tax*				\$0.00
Total Amount				\$79,971.05
*Sales tax provided with this quote is an estimate only. Actual sales tax is calculated based on the date on the invoice plus the current tax rates for your location.				

Note: Applicable sales tax is not included in this quote.

This Agreement made and entered into this _____ day of _____, 2019 by and between Wilson Language Training Corporation, a corporation duly organized and existing under the laws of Massachusetts and having its principal place of business at 47 Old Webster Road in Oxford, MA 01540 (hereafter called "WLT") and Brick Township Board of Education of Brick, NJ (hereafter called "Purchaser").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, WLT has agreed to provide and Purchaser has agreed to purchase the Wilson Professional Learning training events as identified to occur in the 2019-2020 school year in the Wilson Implementation or Sustainability Plan entered between the parties and as specifically identified below.

Terms & Conditions:

WLT programs and materials are proprietary and subject to copyright and cannot be copied, duplicated or distributed without the prior, expressed, written permission of WLT. Title and ownership of Wilson® courses, programs and services shall remain solely with WLT. A license from WLT is required to deliver Wilson® Professional Learning.

Scheduling of training events is subject to availability of WLT staff. Scheduled events cancelled with less than forty- eight (48) hours advance notice will be invoiced at the full amount, provided however, events cancelled due to events beyond the control of the parties, such as severe weather, will be rescheduled at no additional cost. Rescheduling of cancelled events will incur additional charges up to the full amount of the event. A \$50 administrative fee will be charged to all participants who withdraw from a program within 30 days from WRS Startup Workshop or 30 days from the registration date if no Startup was provided.

Maximum number of participants for workshops is thirty (30) with the exception of Foundations® K/1 Workshop where it is ten (10). Additional participants are subject to WLT approval and an additional fee. The school/organization is responsible for providing audio-visual equipment. A web-link, copy or facsimile of any promotional materials created by the Purchaser or its representatives about this program must be provided in advance to and approved by WLT.

Program Fee. This Agreement binds the Purchaser to the full program fee for Professional Learning and for materials, if any, noted below and as billed by WLT. Payment is due net 45 from invoice. Trainer expenses for domestic locations are included in the cost of the training event(s). Services will not be scheduled until a purchase order or payment is received. WLT reserves the right to charge an additional fee for special accommodations or logistics necessary to deliver services. This agreement does not apply to the materials identified in the Implementation or Sustainability Plan unless noted below. The cost for the agreed upon Professional Learning, however, has been determined taking into account the anticipated material order identified in the Plan.

2019-2020 Wilson Language Training Professional Learning Service Agreement

District Plan

Cost Summary:

Quote Numbers: PLQ1001736 / Q1022975

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Total Amount				\$9,224.96
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Wilson District Plan Cost Details -- 2019-2020 BUDGET	QTY	Unit of Measure	Unit Price	Extended Price
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Sales Tax*				\$0.00
Total Amount				\$79,971.05
*Sales tax provided with this quote is an estimate only. Actual sales tax is calculated based on the date on the invoice plus the current tax rates for your location.				

2019-2020 Wilson Language Training Professional Learning Service Agreement	District Plan
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Billing Options (please select payment/billing method – choose one):

Provide purchase order for full amount of the Service Agreement; one invoice for full amount of Service Agreement needed

Provide purchase order for full amount of the Service Agreement; separate invoices needed as services are rendered

Multiple purchase orders will be used to pay for services; separate invoices for each purchase order are needed

Contract provided by Purchaser. Invoices are sent as services are rendered

Other; please explain: _____

PAYMENT	<input type="checkbox"/>	PO #	(AUTHORIZED HARD COPY MUST BE ATTACHED)	<input type="checkbox"/>	CHECK #	(PLEASE ATTACH)

By signing below, the undersigned representative warrants and represents that he or she has full authority to execute this Agreement on Purchaser's behalf and to bind Purchaser to the terms hereof.

SCHOOL DISTRICT			
ADDRESS	CITY	STATE	ZIP
PURCHASER'S SIGNATURE		WLT SIGNATURE	
PRINT NAME	PHONE	PRINT NAME Ed Cullinane	PHONE 800.899.8454 x6607
POSITION	DATE	POSITION Director of Finance	DATE

Addendum to Professional Learning Service Agreement

Wilson Language Training Corporation

&

Brick Township Board of Education

- a. Wilson Language Training shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.
- b. **INDEPENDENT CONTRACTOR.** Wilson Language Training is and will perform its Services as an independent contractor for the Purchaser. Nothing in this Agreement shall be construed so as to render Wilson Language Training an employee, agent, representative, joint venture or partner of the Purchaser, and Wilson Language Training shall not hold itself out to others in such capacity. Wilson Language Training shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Purchaser. Wilson Language Training shall have no authority to bind the Purchaser to contracts or to incur any other obligations on behalf of the Purchaser, and any such contracts or obligations entered into or incurred by Wilson Language Training shall be void.
- c. Wilson Language Training agrees to defend and indemnify and hold harmless the Purchaser, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the negligent acts or omissions or deliberate misdeeds of the Wilson Language Training, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. Wilson Language Training liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from such acts occurring prior to termination.
- d. Throughout the term of this Agreement, Wilson Language Training agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. Wilson Language Training shall provide the Purchaser with evidence of such coverage upon request. Said insurance shall name the Purchaser as an additional insured.
- e. **CONFIDENTIALITY.** During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

Return. Each party agrees to immediately return to the other party or destroy all Confidential Information of the other party in its possession, custody or control in whatever form held (including all copies of all written documents relating to that) upon termination of the Agreement or at any time, or from time to time, upon the request of the other party.

- f. **AVAILABILITY OF FUNDS.** This Agreement is subject to the availability and appropriation annually of sufficient funds as may be required to meet the Purchaser's obligation.
- g. **Assignment of Rights.** Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.
- h. **AMERICANS WITH DISABILITIES ACT OF 1990:** Wilson Language Training shall comply with the "Americans With Disabilities Act of 1990".
- i. **INTERPRETATIONS OF SPECIFICATIONS AND CONTRACT:** This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.
- j. **NOTICES.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.
- k. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- l. **BENEFIT.** This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- m. **ENTIRE AGREEMENT.** This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.
- n. **BUSINESS REGISTRATION CERTIFICATE.** The parties to this Contract agree to comply with the provisions of P.L. 2004, c. 57 and P.L. 2009, c. 315 in regards to Business Registration Certificate.
- o. The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.
- p. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.
- q. This Agreement constitutes the entire and complete agreement between the parties and may not be amended, modified or changed in any respect whatsoever except by a further agreement in writing duly signed by all the parties.

- r. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect
- s. Wilson Language Training shall comply with Exhibit A “Mandatory Equal Opportunity Language” as attached hereto and made a part hereof.
- t. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.
- u. Wilson Language Training shall certify in writing that all its employees and all subcontracted employees, present or new hires, servicing this agreement have not been convicted of a crime or are awaiting adjudication of same. This certification shall be provided by Wilson Language Training to Purchaser prior to any of Wilson Language Training’s employees, or Wilson Language Training’s subcontractor’s employees, coming in contact with any Purchaser pupils.
- v. During the performance of this contract, the Wilson Language Training shall not knowingly allow any employee registered pursuant to N.J.S.A. 2C:7-1, et seq. “Meghan’s Law”, as a tier 3 offender (sex offenders determined to pose a relatively high risk of offense”) or a Tier 2 offenders (sex offenders determined to pose a moderate risk of re-offense), upon the Purchaser’s property.
- w. Wilson Language Training shall file a certificate of insurance for all insurance required under this Agreement with Purchaser.
- x. Wilson Language Training represents that the services that they will provide to the Purchaser will not infringe upon any copyright, trademark or other intellectual property rights of anyone.

For Brick Township Board of Education

For Wilson Language Training

Date

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.