

**AGREEMENT**

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021, between the Franklin Lakes Board of Education (the "Board") which has offices located at 490 Pulis Avenue, Franklin Lakes, New Jersey 07417, and Meredith S. Thomas, (the "Consultant").

**WITNESSETH:**

WHEREAS, the Board requires consulting services to support the District's K-8 Gifted & Talented services and programming (the "Services"); and

WHEREAS, the Board is desirous of retaining the Services of the Consultant, to perform those services for the Franklin Lakes Public School District (the "District"); and

WHEREAS, the Consultant desires to render the Services as stated in this Agreement; and

WHEREAS, the Parties are desirous of memorializing the terms of their Agreement.

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the Parties agree to be bound by the following the terms and conditions:

I. TERM

Services are to be provided at the request of the Board from December 14, 2021, through May 31, 2022, or until terminated in accordance with the terms of this Agreement.

II. COMPENSATION

The Board shall pay as compensation to the Consultant for the Services contained in this Agreement at the following rates:

Initial Consultation up to one hour	\$350	on site, includes 2 hours of project development off-site and wrap-up contact
Additional project development rate	\$100	hourly
Day Rate	\$500	up to 6 hours

These fees are payable within thirty days of billing. The Consultant acknowledges and agrees that the above hourly and per diem rates are her total compensation for the Services rendered pursuant to this Agreement, and the Board shall not owe any other compensation for the duties performed by the Consultant under this Agreement, unless requested in writing by the Board. Any additional services shall be billed to the Board in accordance with the mutually agreed upon price prior to the delivery of the additional services.

III. QUALIFICATIONS

The Consultant represents that anyone providing the Services possesses the following qualifications:

A. A current and valid license and/or certification that authorizes the provision of the Services. In the event that

this license is revoked, terminated, or otherwise impaired, or, in the event that the Consultant receives notice of this impending action, the Consultant will immediately notify the Board of this event.

B. Training and experience that includes providing these services to other public schools.

#### IV. RESPONSIBILITIES

A. The Consultant shall work cooperatively with the Board, the administrative staff, and District personnel, and agrees to provide the Services in accordance with her proposal, which is attached hereto as Exhibit A and the Board's RFP, which are attached hereto as Exhibit B, whichever grants the Board a greater benefit, according to the Board's sole discretion.

#### V. INSURANCE

The Consultant shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Board establishing that the Consultant has the minimum amounts of insurance as set forth below:

Professional Liability (Errors & Omissions):

Per Claim \$1,000,000

Aggregate per Location/Per Project \$1,000,000

The deductible shall be no more than \$15,000 per claim.

The Board shall be named as an additional insured on the insurance policy set forth in this subsection. The insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty days prior written notice to the Board. All insurance required shall remain in full force and effect until the final contract payment. Evidence of the insurance coverage required by this subsection shall be furnished to the Board prior to commencement of services.

VI. INDEMNIFICATION

The Consultant shall indemnify and hold the Board, its members, agents, servants, officers, and employees harmless from any and all claims, liability, damages and/or expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, and/or related to the services provided by the Consultant, its employees, agents, or services pursuant to this Agreement, if these claims, liability, damages, and/or expenses are caused by any error, omission, or negligent or intentional act of the Consultant, its employees, agents, or servants. The Board reserves the right to defend itself from these claims at the Consultant's expense.

VII. INDEPENDENT CONTRACTOR

The Consultant, its agents, servants, and/or employees are independent contractors and are not agents, servants, or employees of the Board.

VIII. HARASSMENT, INTIMIDATION AND BULLYING

As an independent contractor, the Consultant is required to comply with the provisions of the District's anti-bullying policy pertaining to contracted service providers.

IX. CRIMINAL BACKGROUND CHECK

The Consultant shall be subject to a criminal history record check as set forth the N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the Board with verification of same. The Consultant shall bear the cost of the criminal history record check. The Consultant shall also be subject to the employment history review set forth in N.J.S.A. 18A:6-7.6 et seq., which requires the authorization for disclosure of certain information regarding any past instances of child abuse and/or sexual misconduct by the employee.

X. LAWS

The Consultant shall comply with all applicable laws, statutes, regulations, and ordinances and orders issued by any governmental entity. In particular, the Consultant agrees to comply with the Law Against Discrimination pursuant to N.J.A.C.

17:27-1 et seq. as set forth at length in Exhibit C attached hereto and made a part hereof.

XI. JURISDICTION

Any and all claims, disputes, or other matters in question between the Board and the Consultant arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Bergen County, New Jersey. Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise. The Consultant hereby irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally, and voluntarily made by the Consultant.

XII. TERMINATION

The Board may terminate this agreement upon thirty days' written notice to the Consultant for the Board's convenience and without cause. The Board may terminate this agreement upon seven days' written notice to the Consultant in the event the Consultant fails to perform in accordance with the terms of the agreement. Written notice shall be sent certified mail with a return receipt requested.

Termination by the Board of the contract does not absolve the Consultant from potential liability for damages caused by the Consultant's breach of the agreement. The Board may withhold payment due to the Consultant and apply it towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring these services or goods from other sources.

### XIII. MISCELLANEOUS PROVISIONS

A. The various rights and remedies of the parties set forth herein are cumulative and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect. No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract.

B. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. This Agreement shall be binding upon and inure to the benefits of the parties, their successors, and their assigns.

C. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

D. This Agreement is subject to any and all statutes enacted by the federal government and the State of New Jersey, municipal ordinances, and all regulations promulgated by any agency of the federal and state government.

E. This Agreement, together with the RFP, Consultant's

proposal, and all addenda thereto, represents the entire Agreement between the parties. No additions, changes, modifications, renewals, extensions, or other representations or promises shall be binding unless reduced to writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seals the day and year first above written.

WITNESS:

FRANKLIN LAKES BOARD  
OF EDUCATION

\_\_\_\_\_  
Trenae Lambkin  
Board Secretary/Business  
Administrator

BY: \_\_\_\_\_  
Taso Katopodis  
Board President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
Meredith S. Thomas  
Consultant

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

# EXHIBIT A

# Meredith S. Thomas

5 Bernard Drive  
Holmdel, New Jersey 07733  
Cell Phone: (908) 599-3869  
E-mail: mstrapp76@gmail.com

11/4/2021

Dear Ms. Steines,

After reviewing your Request for Proposal Letter, I have revised my original document and compiled an updated proposal that should cover all your needs regarding your identification and programming needs. Please let me know if you have any further questions. I'm looking forward to discussing this further with you.

## **Summary**

This proposal from Meredith Thomas details objectives and goals for the gifted and talented program in the Franklin Lakes School District. As a highly qualified and experienced expert in Gifted and Talented Education, Meredith Thomas will advise and provide consulting services to support our District's K-8 Gifted & Talented services and programming, including recommendations for an enhanced continuum of services, in concert with Franklin Lakes stakeholders and district goals.

## **Background**

Franklin Lakes School District is seeking to improve its identification of students eligible for Gifted and Talented Services, by following State guidelines and best practices in Gifted Education. The school district is encountering a high volume of communication from the community stakeholders with questions and concerns about the current identification and placement model. Meredith Thomas, an expert in the field of Gifted and Talented Education, will help Franklin Lakes examine its Gifted and Talented programming options and assist in the creation of identification and eligibility criteria that is research-based and data-driven.

## **Project Scope**

Beginning December 2021, Meredith Thomas will collaborate with FLSD stakeholders to review the initial self-assessment and legal review of the Gifted and Talented programming conducted by Franklin Lakes, and as a subject area expert, organize an additional independent study of the program in order to assist in the development of an appropriate identification model that meets or exceeds the expectations of the SGTEA, is culture fair and free from bias, and aligns with best

practices in Gifted Education. Mrs. Thomas will train the appropriate staff members and stakeholders, and establish identification procedures and programming options aligned with the District Vision and best practices in Gifted Education. Meredith Thomas will work closely with Franklin Lakes School District's stakeholders to ensure the new identification and placement model is prepared by February 2022, and runs smoothly and successfully after May 2022, after the initial execution of the new model is complete.

### **Project Objective**

To build a Gifted and Talented Identification and continuum of service model in collaboration with Franklin Lakes School District and its stakeholders, which is data driven, inclusive, and supported by research, by **February 2022**, and assist the district personnel in executing the new model so that the district is able to sustain the model by May 2022, with minor hourly consulting.

### **Deliverables & Process**

**Goal #1:** In collaboration with FLSD stakeholders, review current programming and identification procedures, and provide written evaluation, outlining program strengths and recommendations for progress toward a gifted and talented program and identification model rooted in best practices and equity.

*Strategy: Read curriculum guides, lesson plans, and/or schedules of pertinent staff, visit relevant classrooms, assess the current method of identification, and collaborate with district employees and other stakeholders to understand district goals for the Gifted and Talented Program. Make recommendations based on best practice as outlined by NAGC, current research, and requirements under New Jersey State Law.*

**Goal #2:** Develop a comprehensive, equitable identification method by February 25, 2022, and assist with stakeholder awareness and understanding of the new model.

*Strategy: In collaboration with Franklin Lakes stakeholders, develop clear, written goals for identification methods based on program evaluation and recommendations. Create new or modify existing technology to assist with the task, train staff, and ensure the identification method is sustainable beyond May 2022. Appear as needed to educate stakeholders on the new model.*

**Goal #3:** Oversee the successful implementation of the new Gifted and Talented Identification Model

*Strategy: Assist with the initial implementation of the new identification method either in person or virtually.*

### Consulting Fees

Initial Consultation up to one hour	\$350.00	on site, includes 2 hours of project development off-site and wrap-up contact
Additional project development rate	\$100.00	hourly
Day Rate	\$500.00	up to 6 hours

### Certificates

Certificate ID	Certificate	Endorsement	Issued	Expiration
1173281	CE	0200-Principal	10/2020	
1157652	Standard	0106-Supervisor	04/2020	
00412287	Standard	2100-Teacher of Music	07/2003	
00367042	CEAS	2100-Teacher of Music	06/2002	
N/A - <u>Praxis Score</u>	Arkansas	AK - Gifted and Talented	02/2013	N/A

### References

Name	Relationship	Years Known	Contact
Karen Bennett	Teacher/Co-worker	14	732-616-0928
Roberta Braverman	Professional Colleague	6	609-280-4909
Martina Devereau	Mentee	2	732-245-9422
Michelle Falanga	Professional Colleague	6	609-947-1671
Denise Wrubel	Supervisor	7	732-567-1347

Please contact me with any questions or concerns. I hope this information is helpful.

All the best,

*Meredith Thomas*

Meredith Thomas, M.Ed  
GTC Specialist

## EXHIBIT B

# FRANKLIN LAKES PUBLIC SCHOOLS

490 Pulis Avenue, Franklin Lakes, New Jersey 07417

(201) 891-1856 desk ☎ (201) 891-9333 fax  
www.franklinlakes.k12.nj.us

## Franklin Lakes Public Schools Request For Proposal: G&T Consulting Services

### PROJECT OVERVIEW

The Franklin Lakes Public Schools seek a highly qualified and experienced certificated educator to advise and provide consulting services to support our District's K-8 Gifted & Talented services and programming. Specifically, the District seeks to ensure Board regulation and practices comply with the *Strengthening Gifted & Talented Education Act [SGTEA]*. Further, the District seeks professional advice to support changes/ improvements to our continuum of services for gifted and talented students. Supporting change management across all stakeholder groups (i.e., Board of Education, administration, educators, students, and parents/ guardians, the community) is a critical component of this work.

### PROJECT GOALS:

- Evaluate strengths and opportunities for improvement regarding the G&T continuum of services and programming, K-8.
- Recommend BOE regulation and supplemental service changes to comply with the spirit and intent of the *SGTEA*.
- Collaborate to identify and make formal recommendations in support of change management associated with the above.
  - Administration
  - Educators
  - Board of Education
  - Students
  - Parents/ guardians/ the Community
- Participate in stakeholder engagement activities including Board of Education committees (Policy & Curriculum) and a BOE public work session to present recommendations.
- Complete all recommendations by **February 2022**.

### SCOPE OF WORK:

Our initial self-assessment and legal review has identified the following areas of need:

The table below is intended to provide guidance to districts in applying aspects of New Jersey statute, Chapter 338, C.18A:35-34, when implementing local gifted and talented identification processes.

From the law:	Application to identification in the local school	<input type="checkbox"/> =Recommended area for work on FLPS <u>6171.2-R</u>	Other Notes/ Needs
Students who possess or demonstrate high level of <b>ability</b> in comparison to chronological	<ul style="list-style-type: none"> <li>● Consideration of potential vs. performance (e.g., underachievement, twice exceptionality, low income, or other factors may impact performance)</li> </ul>	<input type="checkbox"/> A. & B. Add: Equal opportunity measures/ non-discrimination	<input type="checkbox"/> B. Criteria - Add: Process for using local norms: " <i>High level of ability in comparison to chronological peers in the local school district.</i> "

peers in the local school district	<ul style="list-style-type: none"> <li>• Use of local norms (compare students to grade level peers in the same school district or building)</li> </ul>		<input type="checkbox"/> Need: Define FLPS' local norms.
Ongoing kindergarten through grade 12 identification process	<ul style="list-style-type: none"> <li>• Provide for a flexible, continuous identification process across all grade levels</li> <li>• Multiple entry points</li> </ul>	<input type="checkbox"/> A. Add: Equal opportunity measures/ non-discrimination in Identification <input type="checkbox"/> B. Add: K-3 "identification" including timelines <input type="checkbox"/> A.2. & A.3. Review/ Consider/ Revise: Goes well beyond the Act's requirements.	<input type="checkbox"/> Incorporate Selection Committee process
Include multiple measures to identify student strengths	<ul style="list-style-type: none"> <li>• Students may have strengths in different areas (e.g., intellectually, a specific academic area, visual and performing arts, spatial abilities, creativity)</li> <li>• Use a variety of tools from different categories such as objective and subjective measures (e.g. ability, achievement, creativity, parent/peer/teacher input, portfolios, other)</li> <li>• Provide multiple pathways that lead to services</li> <li>• Students do not need to excel on every measure to demonstrate a need for services</li> </ul>	<input type="checkbox"/> A.2. & A.3. Review/ Consider/ Revise: Goes well beyond the Act's requirements. <input type="checkbox"/> B. Consider: Regulation criteria (" <i>meeting or exceeding grade level expectations</i> " on all main grade indicators) is generous and does not align with " <i>demonstrate outstanding potential, competence, performance, or achievement...</i> "	<input type="checkbox"/> Stakeholder work: labeling versus matching needs to services.
In intellectual ability	<ul style="list-style-type: none"> <li>• Cognitive ability (e.g., aptitude or intelligence tests)</li> <li>• Reasoning, problem-solving abilities, critical thinking skills, spatial ability</li> </ul>		
In creativity	<ul style="list-style-type: none"> <li>• Divergent thinking, problem-solving abilities, openness to new experiences, tolerance of ambiguity, intellectual risk-taking, for example</li> <li>• May be expressed across content areas</li> </ul>		<input type="checkbox"/> Identify Creativity Assessment Process

<p>In a specific academic area</p>	<ul style="list-style-type: none"> <li>• Students who possess or demonstrate outstanding potential, aptitude, competence, performance, or achievement in one or more content areas</li> <li>• Provide students the opportunity to show what they know by using above-grade level, domain-specific measures with high ceilings</li> </ul>		<input type="checkbox"/> Educators: evaluate continuum of services to address academic areas.
<p>Ensure equal access and consider all students</p>	<ul style="list-style-type: none"> <li>• Address underrepresented populations: ELLs, indigenous students, students of color, low SE status, students with IEPs and 504s, migrant and homeless students, students with interrupted education</li> <li>• Employ universal screening to cast widest net and utilize local norms</li> <li>• Avoid strict cut off scores and seek to be inclusive, not exclusive, when making decisions</li> </ul>	<input type="checkbox"/> Update regulation to address subgroups <input type="checkbox"/> Screening to include local norms	
<p>English language learners (ELL)</p>	<ul style="list-style-type: none"> <li>• Native language considerations in all aspects of screening and communications</li> <li>• Use of nonverbal assessments</li> <li>• Culturally sensitive tools and measures</li> </ul>	<input type="checkbox"/> Update regulation so as to address ELLs in screening/ services	
<p>Students with Individualized Education Plans or 504 plans</p>	<ul style="list-style-type: none"> <li>• Modifications and accommodations in identification process and procedures</li> <li>• Look for students' strengths and potential- a disability should not preclude a student from consideration</li> <li>• Twice exceptional students are those who possess high ability and a learning disability</li> </ul>	<input type="checkbox"/> Identification for twice exceptional <input type="checkbox"/> Identification for 504 <input type="checkbox"/> Review supports/ programming inclusive of 504 and twice exceptional	

Match a student's needs to services	<ul style="list-style-type: none"> <li>• Identification leads to program design</li> <li>• Provide services based on a student's strengths, areas of talent, and needs</li> <li>• Not a one size fits all approach</li> </ul>	<input type="checkbox"/> Services and supports aligned to screening process	<input type="checkbox"/> Review/ Evaluate continuum of programming to ensure consistency with identified strengths/ needs of individual service plans. <input type="checkbox"/> Flesh out continuum of services. <input type="checkbox"/> Consider A.2. & A.3. for this purpose annually.
Transparency-information that must be posted on the school district's website	<ul style="list-style-type: none"> <li>• District policies and procedures</li> <li>• Criteria for eligibility</li> <li>• Applicable timelines</li> </ul>	<input type="checkbox"/> Update web site re: K-3 identification criteria & timelines	
Consideration of National Association for Gifted Children resources	<ul style="list-style-type: none"> <li>• Gifted Programing Standards #2 <i>Assessment</i></li> <li>• Position Statements 1</li> <li>• White Papers 2</li> </ul>		
		<input type="checkbox"/> Provided recommended revisions to regulation formatting/ organization/ heading  Other Considerations:  <input type="checkbox"/> Add language re: documentation of programming	

1 The Role of Assessment In the Identification of Gifted Students, Comprehensive Assessment to Ensure Gifted Students with Disabilities Receive Appropriate Services, A Definition of Giftedness that Guides Best Practices, Early Childhood, Excellence Gaps, Identifying and Serving Culturally and Linguistically Diverse Gifted Students, Use of the WISC-V for Gifted Identification

2 Response to Intervention, Twice Exceptionality

**OTHER INFORMATION:**

Much of this work can be completed remotely, however, some services i.e., presentation to the Board of Education public work session must be completed in-person.

**PROPOSAL SUBMISSION:**

Interested individuals should submit a written proposal that addresses the above, to the attention of Liesel Steines, Director of Curriculum and Instruction, via email ([lsteines@franklinlakes.k12.nj.us](mailto:lsteines@franklinlakes.k12.nj.us)) by Tuesday, November 23, 2021 at 3 PM.

The proposal should include dates in which the individual is available to work and proposed timelines, in addition to a cost proposal (hourly rate or flat fee). If submitting an hourly rate, the projected hours to complete the full project should be forecasted and outlined.

**OTHER:**

Educational certificate(s) and/ or New Jersey certificate numbers should be submitted. If applicable, business registration certificate(s) and proof of insurance should be submitted.

Professional references are also requested.

**SELECTION, RECOMMENDATION PROCESS, OTHER REQUIREMENTS:**

Following receipt of written proposals, administration and key personnel will schedule and conduct follow-up meetings with individuals to review proposals outlined. The District intends to recommend a consultant to engage this work to the BOE by December 14, 2021.

The successful consultant will be required to enter into a contract with the Board upon engagement of the consultant's services. The contract developed will require the individual/ consultant to comply with all state and federal laws, including but not limited to, the New Jersey business registration, Chapter 271 political contribution disclosure and the P.L. 2012, c.25 Disclosure of Investment Activities in Iran requirements, as applicable.

The selected individual may be required to pass a background check and comply with New Jersey's *Pass the Trash* law (vendors). The vendor must present proof of insurance and comply with the New Jersey business registration requirements, as may be applicable.

**Exhibit C**

**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**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE 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.

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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

[www.state.nj.us/treasury/contract\\_compliance](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.**

**The failure to submit such appropriate evidence will result in rescission of the contract.**