



New Jersey Schools Insurance Group
6000 Midlantic Drive, Suite 300 North
Mount Laurel, New Jersey 08054
www.njsig.org

Request for LC-2020-0001
qualifications:

Questions regarding the RFP and Answers

May 1, 2020

Question 1: May a proposer submit a proposal that covers some but not all of the specified professional development requirements?

Answer: Yes.

Question 2: Can you provide a copy of the most recently awarded contract or contracts in response to the last RFP from New Jersey Schools Insurance Group to provide the required professional development for New Jersey school employees outlined in the current RFP?

Answer: Attached hereto is the executed contract for the incumbent vendors for LC-2017-0001.

Question 3: We are an organization . . . that focuses on school safety training nationwide. Can we apply to provide just the school safety courses and not all of the training requested?

Answer: Yes.

Question 4: This question is pertaining to Exhibit 7.1 pg. 2 of 2:
Can we have a virtual notary? Or can the notarized documents portion be completed once social distancing is over?

Answer: Reference is made to New Jersey bill A-3903/S-2336, signed into law on April 14, 2020, which allows remote notarial acts during the Public Health Emergency and State of Emergency declared by Governor in Executive Order 103 of 2020.

Question 5: This question is on pg. 12 section 2.1:
Are we still required to submit a paper copy given the lockdown and social distancing rules in place? Or will the electronic copy suffice?

Answer: Yes. Per the Division of Local Government Services, Local Finance Notice 2020-10, available here: <https://www.nj.gov/dca/divisions/dlgs/lfns/20/2020-10.pdf>, proposers are encouraged to submit the physical copy of proposals via “certified mail or overnight delivery, which not only avoids the need for hand delivery but also confirms the delivery date.”

APPLICATION HOSTING AND SERVICES AGREEMENT

This APPLICATION HOSTING AND SERVICES AGREEMENT (the “Agreement”) is entered into as of July 1, 2017 (“Effective Date”) by and between Scenario Learning LLC, an Ohio limited liability company (“Scenario Learning”), and New Jersey Schools Insurance Group, (hereafter collectively “NJSIG”).

RECITALS

WHEREAS, NJSIG is a school board insurance group, also known as a governmental risk pool, established in accordance with P.L. 1983, c. 108, that provides insurance coverage and risk management services to member school districts; and

WHEREAS, Scenario Learning is in the business of creating, hosting and administering on-line programs for schools for safety, health and compliance.

WHEREAS, in accomplishing its work, NJSIG requires assistance from an experienced provider of school employee and official training services to provide training courses to NJSIG members. These training courses should be designed to help NJSIG’s members meet their school and district professional development planning requirements. A [summary of these professional development planning requirements](#) is available from the State of New Jersey, Department of Education on its website, and is attached as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements of the parties contained herein, the parties do hereby agree as follows:

AGREEMENT

1. SCENARIO LEARNING SERVICES

1.1 **ASP Hosting Services.** During the Term of this Agreement, Scenario Learning shall provide the application hosting operations and other services for NJSIG (and its clients) in accordance with the terms and conditions set forth in Exhibit B (the “ASP Services”). The SafeSchools Training and Tracking System (the “System”) is described in greater detail in Exhibit A.

1.2 During the Term of this Agreement, Scenario Learning shall provide the professional development training courses to NJSIG and its members detailed in Scenario Learning’s proposal in Exhibit 9.1, Scenario Learning’s proposal is attached as Exhibit C.

1.3 **Implementation and Support Services.** During the Term of this Agreement, Scenario Learning shall provide the implementation and support services for NJSIG (and its clients) in accordance with the terms and conditions set forth in Exhibit D (the “Support Services”).

2. GRANT OF RIGHTS

2.1 **License.** Scenario Learning hereby grants to NJSIG a non-exclusive license to access and use the System in accordance with the terms of this Agreement, including the right to sub-license the System to its clients, and the right to allow its clients and their respective employees to be named authorized users of the System (each, a "Participating Employee"), provided such sub-license and right to name Participating Employees is subject to all of the terms and conditions contained herein.

3. PAYMENTS

3.1 **Payments to Scenario Learning.** In consideration for Scenario Learning fulfillment of its obligations under this Agreement, NJSIG agrees to make the following payments to Scenario Learning:

A. **Minimum Base License Fee.** Throughout the Term of this Agreement, NJSIG shall pay to Scenario Learning a minimum base license fee (the "Minimum Annual Fee") equal to \$117,500.00 per year. Such Minimum Fee shall be paid in lump sum being due on at the beginning of the licensing period of July 1st.

Note: NJSIG has already paid a fee of \$117,500.00 for the 2017/2018 fiscal year.

B. **Additional License Fee.** In addition to the Minimum Annual Fee, NJSIG shall pay to Scenario Learning an additional annual license fee (the "Additional Annual Fee") equal to the product of (a) \$2.50 multiplied by (b) the number of Participating Employees in excess of 47,000 Participating Employees per School Year. A "School Year" shall mean the period July 1 thru June 30 of each year during the Term. By way of example only, in the event there are 57,000 Participating Employees for the School Year ending June 30, 2018, then in addition to the Minimum Annual Fee, NJSIG shall pay to Scenario Learning an Additional Annual Fee equal to Twenty Five Thousand Dollars (\$25,000.00) for the School Year ending June 30, 2018. Each Additional Annual Fee shall be paid on July 1st of the following School Year, which is the end of the first quarter for the immediately succeeding School Year; provided however, the Additional Annual Fee due for the last School Year of the Term shall be paid within two (2) weeks of the termination of this Agreement. Scenario Learning shall make such documentation available to NJSIG as is required to substantiate the number of Participating Employees per year.

C. **No Fee.** NJSIG shall owe Contractor no Fee if this agreement, or any activity pursuant to this Agreement, is determined by any Court or Agency of the State of New Jersey to have violated or contravened the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq.

4. COVENANTS AND OTHER OBLIGATIONS OF SCENARIO LEARNING

4.1 **Confidentiality.** Scenario Learning agrees that it will not disclose, communicate, or use any information or data received from NJSIG or its clients pursuant to this

Agreement, or produced through utilization of the System or services from Scenario Learning, for any purpose other than to fulfill Scenario Learning's obligations under this Agreement. Upon termination of this Agreement, Scenario Learning shall return all such data to NJSIG and permanently delete all copies of such data from its files and systems; provided that Scenario Learning may retain one archive copy of such data as may be necessary to demonstrate compliance with the terms of this Agreement. This covenant of confidentiality shall survive the termination of this Agreement. Scenario Learning acknowledges and agrees that the breach of this provision will cause NJSIG irreparable harm. In the event of a breach or threatened breach of this provision by Scenario Learning, NJSIG shall have the right to seek appropriate injunctive relief to prevent and stop any breach, without the obligation to provide money damages or to post a bond.

4.2 **Intellectual Property and Proprietary Information.** Nothing in this Agreement shall grant Scenario Learning any rights of any kind whatsoever in any of NJSIG's intellectual property (including copyrighted material) or proprietary information. Scenario Learning shall not seek copyright or other proprietary information rights in information or materials provided by NJSIG without the express written consent of NJSIG.

5. COVENANTS AND OTHER OBLIGATIONS OF NJSIG

5.1 **Intellectual Property and Proprietary Information.** Except for the license and other rights granted to NJSIG pursuant to this Agreement, nothing in this Agreement shall grant NJSIG any rights of any kind whatsoever in any of Scenario Learning's intellectual property or proprietary information.

5.2 **Distribution Provision.** The System in its entirety shall be made available to NJSIG clients as a member benefit provided by NJSIG. Clients shall not be charged a separate charge for access to or use of the System unless they elect to create district-specific custom courses.

5.3 **Promotion of SafeSchools.** NJSIG shall promote the utilization of the System by its clients, prospective clients, and agents through the following:

A. Provide Scenario Learning with client contact information to enable SafeSchools to market the System to NJSIG clients. NJSIG shall review and approve all marketing materials and strategies before they are submitted to clients.

B. Promote SafeSchools and introduce to public education agencies in New Jersey who are either clients or prospective clients of NJSIG and assisting representatives of Scenario Learning in the process of promoting and implementing the System.

C. Integrate and introduce SafeSchools in NJSIG promotion and sales support materials.

NJSIG grants Scenario Learning a non-exclusive, non-transferable, royalty-free license, without the right to grant sublicenses, for the Term of this Agreement, to use NJSIG's name and trademarks for purposes of promoting the System to NJSIG's clients and their employees. All

use by Scenario Learning of NJSIG's name and trademarks shall inure to the benefit of NJSIG, shall be subject to NJSIG's prior, written approval in its sole discretion, and shall conform to any use guidelines issued by NJSIG from time to time.

6. REPRESENTATIONS AND WARRANTIES OF SCENARIO LEARNING

Scenario Learning represents and warrants to NJSIG as of the Effective Date as follows:

6.1 Services. Scenario Learning warrants that the ASP Services and Support Services shall be performed by Scenario Learning in a skillful and workmanlike manner and that Scenario Learning shall be solely responsible for all expenses, fees and costs associated with providing such services. Scenario Learning warrants that the System and the ASP Services shall conform to all documentation of Scenario Learning related to the System or the ASP Services, all of which documentation Scenario Learning represents it has delivered to NJSIG prior to execution of this Agreement.

6.2 Title. Scenario Learning is the sole and exclusive owner of all aspects of the System and has full legal and corporate power and authority to grant the rights granted to NJSIG herein. Scenario Learning has no obligation to secure any consent or license from any third party in order to permit Scenario Learning to comply with its obligations under this Agreement.

6.3 Intellectual Property. Scenario Learning owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, licenses (software or otherwise), software, programs, information, documentation, processes and similar proprietary rights ("Intellectual Property") in the System and the ASP Services, and as necessary to the business of Scenario Learning as presently conducted and as proposed to be conducted, without any conflict with or infringement of the rights of others. There are no outstanding options, licenses or agreements relating to the foregoing and Scenario Learning is not bound by or a party to any options, licenses or agreements with respect to the Intellectual Property of any other person or entity. Scenario Learning has not received any written or other communication alleging that it has violated any of the Intellectual Property of any other person or entity, nor is Scenario Learning aware of any basis therefore. Neither the license itself nor the granting thereof infringes or will infringe on any third parties' proprietary or personal rights. Scenario Learning shall indemnify, defend, and hold NJSIG and its clients and their employees and representatives harmless from and against any and all claims, actions, judgments, settlements, liabilities, damages, costs, expenses and fees (including attorneys' fees) arising out of or relating to any allegation that the System, the ASP Services, or any other deliverables hereunder infringe the intellectual property or proprietary rights of any third party.

6.4 Confidentiality Protections. Scenario Learning has implemented and shall keep implemented during the Term of this Agreement and as long thereafter as required by any applicable laws, rules or regulations all procedures and internal policies and practices reasonably necessary or appropriate to ensure that all third party or customer confidential or personal information obtained by Scenario Learning through the use of the System shall remain confidential which procedures, policies and practices shall be in compliance with all federal and

state laws, rules, regulations, statutes, codes and other requirements including, but not limited to, all privacy laws.

7. TERM AND TERMINATION

7.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until June 30, 2020 (the "Term"). Anytime the word "Term" appears herein this Agreement, it shall include any renewal terms. Either party may terminate this contract at any time, with or without cause, by providing the other ninety days written notice of termination.

7.2 **Termination In the Event of Uncured Breach.** Either party shall have the right to terminate this Agreement upon a breach by the other party of any of its obligations under this Agreement, unless within thirty (30) calendar days after written notice of such breach such party remedies such breach, provided, that if the breach cannot be cured within the thirty (30) calendar day period and the breaching party promptly begins the cure, the thirty (30) calendar day period shall be extended as long as the breaching party is actively, diligently and continuously attempting to effectuate the cure (and furnishing the non-breaching party with weekly written status reports on it's efforts) but in no event shall the thirty (30) calendar day period be extended by more than thirty (30) calendar days.

7.3 **Termination for Insolvency.** Either party may terminate this Agreement immediately if the other party: (i) ceases to function as a going concern or to conduct operations in the normal course of business, or (ii) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing.

7.4 **Effect of Termination.** Termination of this Agreement shall not affect the rights of the terminating party to pursue all legal remedies.

8. GENERAL

8.1 Compliance Information from Contractor

a. Contractor agrees that no payment will be made, and no Fee will be due under this Agreement, unless within ten days of the Effective Date of this Agreement, Contractor forwards the following completed documentation that complies with all applicable laws:

- i. Contractor's W-9;
- ii. Contractor's State of New Jersey Business Registration Certificate;

1. During the performance of this contract, Contractor agrees as follows:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or

perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

iii. Disclosure of Investment Activities in Iran; and,

iv. Affirmative Action Supplement in compliance with N.J.A.C. 17:27-4.1 et seq. During the performance of this contract, Contractor agrees as follows:

1. 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.

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.

3. 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.

4. 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.

8.2 Non-exclusive. This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire other educational software service providers outside the scope of this Agreement without any compensation to Scenario Learning. NJSIG may hire other contractors to perform the same work as Scenario Learning or may conduct services on its own without involving Scenario Learning.

8.3 Insurance. Scenario Learning shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of workers' compensation and employers' liability insurance, as follows:

- a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all Scenario Learning employees assigned to perform work under the terms of this contract;
- b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;
- c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate and errors and omissions (E&O) insurance with limits of \$1,000,000 per claim/ \$2,000,000 aggregate, covering work performed by Scenario Learning and by Scenario Learning employees during the term of this Agreement.
- d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of Scenario Learning and its employees, with limits not less than \$1,000,000.00.

The insurance companies selected by Scenario Learning to provide the above coverages must be licensed, solvent and acceptable to NJSIG. Scenario Learning shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve Scenario Learning of any liability greater than the insurance coverage.

8.4 **Limitation of Payments.** Scenario Learning agrees that Scenario Learning shall not be entitled to receive any additional or further sums of money beyond the amounts specifically set forth in this Agreement.

8.5 **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey.

8.6 **Dispute Resolution.** Disputes that may arise out of or relate to this Agreement, other agreements or any other relationship involving the parties hereto (whether occurring prior to, as part of, or after the signing of this Agreement), shall first be resolved by good faith negotiations between the parties. If either party determines that they are not able to resolve the dispute through negotiation (including non-binding mediation if the parties desire), then the dispute shall be submitted to, and resolved by, final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or other arbitration procedures as agreed to by the parties. Negotiation, mediation and arbitration shall be the exclusive means of dispute resolution between the parties hereto and their respective agents, employees and officers. Arbitration shall be before a single arbitrator. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). The arbitrator shall apply New Jersey substantive law and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. A judgment of any court having jurisdiction may be entered upon the award.

8.7 **Entire Agreement.** This Agreement, including Exhibits, constitutes the entire Agreement and understanding between the parties and integrates all prior discussions between them related to its subject matter. The terms of all exhibits hereto are incorporated by this reference. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

8.8 **Assignment.** This Agreement is not assignable by Scenario Learning or NJSIG without the prior written consent of the other party, which shall not be unreasonably withheld; provided that Scenario Learning or NJSIG may assign this Agreement in connection with any merger, consolidation, acquisition or similar event. Any attempted assignment contrary to the foregoing is null and void. Subject to the foregoing, this Agreement shall apply to and bind any successor or assigns of the parties hereto.

8.9 **Notices.** All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth below and shall either be (a) personally delivered; (b) transmitted by postage prepaid certified mail, return receipt requested; or (c) transmitted by nationally-recognized private express courier, and shall be deemed to have been given on the date of receipt if delivered personally, or two (2) days after deposit in mail or express courier. Either party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Subsection. The addresses for the parties are as follows:

Scenario Learning, LLC
2135 Dana Ave, Suite 300
Cincinnati, OH 45207
Fax: (513) 366-4074
Attn: Brian J. Taylor

NJSIG
6000 Midlantic Drive, Suite 300 North
Mt. Laurel, NJ 08054
Fax: (609) 386-8877
Attn: Jill Deitch, Esq.

8.10 **Waiver.** A waiver, expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

8.11 **Headings; Interpretation.** The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein. This Agreement has been, and shall be interpreted as if, written jointly by the parties.

8.12 **Independent Contractors.** The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in this Agreement shall be interpreted as constituting either party the joint venturer or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.

8.13 **Force Majeure.** Neither party shall be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, such as acts of war, civil insurrections, or failure of utilities and telecommunications systems. Notwithstanding the foregoing, the parties shall be responsible for matters within their control or that may be reasonably anticipated.

8.14 **Severability.** If any one or more provisions of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

8.15 **Counterparts.** This Agreement may be executed 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. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto shall be deemed to be an original. Notwithstanding the foregoing, the parties shall deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

SCENARIO LEARNING, LLC

By: _____
Print: Jim Nulsen
Title: Vice President, Strategic Partners

NJSIG

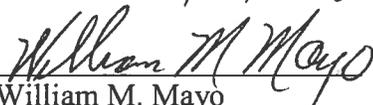
6/25/2018
By: 
Print: William M. Mayo
Title: Executive Director

EXHIBIT B

Application Hosting Operations and Related System Support Services

1. FUNCTION OF SAFESCHOOLS APPLICATION

The SafeSchools Training and Tracking System (the "System") shall deliver the following:

- a) Training Courses – All NJSIG members will receive SafeSchools Training Courses (as described more particularly in the documentation supplied to NJSIG prior to execution of this Agreement) at no charge. Current published training courses number approximately one hundred and seventy five, including Spanish translations, in Human Resources (Employment Practice), Health, Transportation, Environmental, Nutrition Services, Behavioral, Security, and School Safety.
- b) Additional Modules – The System is also currently in the process of developing and producing additional courses. All of these courses (including, without limitation, any courses made available to other Scenario Learning customers) will be available to NJSIG and its customers when they are published in the System.
- c) Module Updates – Provided NJSIG supplies Scenario Learning with all New Jersey regulatory information that would warrant course revisions, Scenario Learning shall review and update all modules at least annually to make sure that the content and materials present are up-to-date and in compliance with applicable laws, rules and regulations.
- d) Co-Branding – Subject to the requirements of Section 5.3 of the Agreement, Scenario Learning will add to all district SafeSchools sites a "Provided by NJSIG" logo along with hypertext links to other NJSIG resources (as requested by NJSIG).
- e) SafeSchools Administrative System – The SafeSchools Administrative System enables administrators to add employees, assign training (group and individual), record offline training, run training and compliance reports, set course and system preferences, and view tracking data on employee training by group and building.
- f) SafeSchools Employee Training System – Employees of member districts can log in to view assigned training courses, complete tests at the end of each course, print certificates of completion, self-assign additional courses, and view course history.
- g) Testing – Testing occurs at the end of each and every course. The score from a test is captured in the Administrative System. An employee has to get a designated pass rate or score to get completion credit for the course. The pass rate can be set on a course-by-course basis.

- h) Reporting – Member districts will have the ability to run tracking and compliance reports that measure training progress. These reports can be run by either position or building. The reports are also exportable to Microsoft Excel.

2. SYSTEM AVAILABILITY

- a) Commitment – Scenario Learning will use all commercially viable means including a premium hosting facility to ensure the System is available to NJSIG and its clients 24 hours a day, 7 days a week, 365 days a year, with the exception of Planned Downtime. Scenario Learning will use all commercially reasonable efforts to provide NJSIG with average monthly availability that is equal to or greater than 99.5%, with Planned Downtime not included in the calculation of availability, nor Acts of God, civil disorder, natural cataclysm, force majeure or any other occurrences or circumstances beyond the reasonable control of Scenario Learning. Scenario Learning's records and data shall be the basis for all service availability calculations and determinations, subject to verification by NJSIG. In the event availability in any month is less than 99.5% but greater than 97.5%, Scenario Learning shall immediately reimburse NJSIG 25% of the fees paid by NJSIG to Scenario Learning for services and deliverables received such month. In the event availability in any month is less than 97.5% but greater than 95%, 50% of the fees paid for such month shall be reimbursed. In the event availability in any month exceeds 95%, or Scenario Learning fails to achieve 99.5% availability in any 3 of 12 consecutive months during the Term of this Agreement, NJSIG shall have the right in its sole discretion to terminate this Agreement without penalty upon written notice to Scenario Learning, and to receive a refund of all pre-paid fees for services and deliverables to be provided after the effective date of termination.
- b) Planned Downtime – Planned downtime occurs when NJSIG has no access to the System due to scheduled maintenance by Scenario Learning's data center host ("Planned Downtime"). Planned Downtime shall be limited to scheduled maintenance and application upgrades occurring outside of Standard Business Hours (Monday through Friday, 8:00a-6:00p). Scenario Learning will make reasonable efforts to schedule Planned Downtime at a time and manner reasonably anticipated to minimize disruptions to NJSIG and its Clients. Scenario Learning will provide twenty-four (24) hours prior notice for scheduled Planned Downtime not to exceed one (1) hour. For all Planned Downtime scheduled to last one (1) hour or more, Scenario Learning will provide written notice at least seventy-two (72) hours prior. Planned Downtime shall not exceed in the aggregate more than four (4) hours in any month.

3. SYSTEM DELIVERY

- a) NJSIG Delivery – NJSIG will have access into each NJSIG client site. Additionally, Scenario Learning will provide NJSIG with a "Partner Resource Center" that enables them to view progress both across the NJSIG Academic Market as well as by individual district client.

- b) Client Delivery -- NJSIG client “district administrators” shall be able to access the System through an administrative username and password into the district’s site. Client will have full functionality while on the System.
- c) Employee Delivery – Employees will be able to access the System through a username and password convention as designated by the member district administrator.
- d) The delivery will be through a hosted application platform. Specifically, the System will:
 - i. Install and maintain servers operated in a high-security data center.
 - ii. Utilize secure web access to protect NJSIG client data. All web servers will utilize Secured Socket Layer (SSL). NJSIG and Clients of NJSIG will need to use Internet Explorer 8.0 (or later) or a Macintosh compatible browser or other fully approved “web browsing” software with specific random access memory, internet bandwidth, operating system and “web browser” version requirements subject to change based on evolving technology standards.

4. PRIVACY AND SECURITY

Scenario Learning will use all commercially reasonable efforts to manage security as follows:

- a) Accessibility – Scenario Learning will not allow any person outside of their operations staff (including Scenario Learning’s employees, independent contractors or contract providers) access to any of NJSIG’s client or employee data stored in the system.
- b) Security Layers – Scenario Learning shall implement commercially reasonable network security features, which include user authentication and firewalls and secure SSL (secure socket layer connection).
- c) Back-up Services – Scenario Learning will perform commercially reasonable routine incremental system back-ups reasonably intended to provide the ability to restore the system to operational status in the event of a disaster. Scenario Learning will perform full back-ups of all NJSIG data once a week and incremental back-ups nightly. If at any point Scenario Learning discovers their system is not being adequately backed up, NJSIG will be notified immediately.

EXHIBIT D

Implementation and Support Services

1. IMPLEMENTATION SUPPORT

- a) Scenario Learning will provide implementation support that includes the following:

Welcome package and System Overview mailer;
SafeSchools Implementation Guide;
Employee Data Load (Microsoft Excel template); and
Customized Log-in Instructions to disseminate to staff.

- b) Scenario Learning staff will provide complimentary professional development by phone to NJSIG client “district administrators” on an as-needed basis.
- c) Scenario Learning management will meet annually with NJSIG Loss Control management to review implementation progress.
- d) Scenario Learning will provide NJSIG with updated marketing materials as needed, including course lists and new feature review sheets.

2. IMPLEMENTATION REQUIREMENTS

- a) Clients will need to supply Scenario Learning with four key pieces of data for implementation, including: employee first and last name, position, building, and username (typically an employee ID, email address, or other unique identifier). Census updates will typically be performed on a quarterly basis or as requested by the client.
- b) Turnaround time for census updates with proper formatting will be 3 business days. If the client provides data that needs to be cleansed or reformatted for upload, the turnaround time will adjust accordingly.

3. SYSTEM SUPPORT

Scenario Learning will supply unlimited toll-free and technical support to NJSIG member districts. NJSIG uses an answering support service after normal business hours that immediately routes support calls to the appropriate Scenario Learning employee.

4. SALES AND MARKETING SUPPORT

- a) Maintain co-branded NJSIG SafeSchools training web sites for all NJSIG members.
- b) Market the System to clients in New Jersey and arrange for implementation.
- c) Train NJSIG Loss Control (and other) organization representatives on the System as requested.
- d) Maintain a Partner Resource Center for NJSIG to monitor training progress.
- e) Distribute co-branded *NJSIG* version of Scenario Learning's newsletters to NJSIG members.
- f) Provide toll-free professional development and technical support to NJSIG accounts.
- g) Provide demo site and employee accounts for NJSIG to use for sales and customer training.

Exhibit A

New Jersey Professional Development Requirements in Statute and Regulations

Mandatory professional development (PD) requirements for particular groups of educators are specified in statute and regulation. These requirements go beyond the core requirements for PD planning and implementation set forth in *N.J.A.C. 6A:9C*.

The chart below summarizes these targeted PD requirements as well as the authorizing citations, educators who should receive the PD, timelines, and additional information. The requirements are grouped under the following topics:

- a. Reading Disabilities
- b. Prevention: Suicide, Substance Abuse, Harassment, Intimidation, and Bullying
- c. School Safety, Security and Code of Student Conduct
- d. Health
- e. Interscholastic Activities
- f. Additional Professional Development Topics

Please use the chart on this site for the most current information. The requirements will be updated as necessary. Questions on the requirements may be submitted by email to teachPD@doe.state.nj.us.

a. Reading Disabilities

Table 1: PD Requirements - Reading Disabilities

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
<p>Reading Disabilities:</p> <p>Instruction on screening, intervention, accommodation, and use of technology for students with reading disabilities, including dyslexia, for certain teaching staff members</p>	N.J.S.A. 18A:6-131	<ul style="list-style-type: none"> • General Education Teachers employed in K-3 • Special Education and Basic Skills Teachers • English as a Second Language Teachers • Reading Specialists • Learning Disabilities Teacher Consultants • Speech-Language Specialists 	2 Hours Annually	Decoding Dyslexia

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes

b. Prevention: Suicide, Substance Abuse, Harassment, Intimidation and Bullying

Table 2: PD Requirements - Prevention

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
Suicide Prevention: All teaching staff members must attend instruction in suicide prevention as part of an individual's PD requirement. While this is not an annual requirement for all teaching staff members, the district must ensure that it is made available annually to those who have not completed the requirement (e.g., new staff, staff who were absent during the last session).	N.J.S.A. 18A:6-112	<ul style="list-style-type: none"> Teaching Staff Members (Similar to "school staff," a member of the professional staff of any board of education who holds a valid and effective standard, provisional or emergency certificate, including teachers, administrators, school nurse, and school athletic trainer. N.J.S.A. 18A:1-1.) 	2 Hours per 5 Years ¹	Instruction must be provided by a licensed health care professional with training and experience in mental health issues.
Harassment, Intimidation and Bullying: The district board of education is required to review the training needs of district staff for the effective implementation of the HIB policies, procedures, programs, and initiatives and to implement locally determined staff training programs.	N.J.S.A. 18A:37-17b and c., N.J.A.C. 6A:16-7.7	<ul style="list-style-type: none"> Public School Teachers School Employees Volunteers with student contact Contracted service providers 	Training on District Policy: Annually; Training on prevention: 2 Hours per 5 Years ¹	Keeping Our Kids Safe - HIB
Recognition of Substance Abuse: In-service training program instruction for the identification of symptoms and behavioral patterns; appropriate intervention strategies; and the prevention, early intervention, treatment, and rehabilitation of individuals who show symptoms of substance abuse.	N.J.S.A. 18A:40A-15, N.J.A.C. 6A:16-3.1(a)(4)	<ul style="list-style-type: none"> Public School Instructional Teachers 	No Min. Req.; training must be reviewed/updated annually	N/A

¹The language of the statute stipulates the required number of hours "per professional development period." The Department currently interprets this "professional development period" to be for five years, as this statute was passed prior to July 2013, when teachers were required to complete 100 hours of professional development every five years. Because the professional development cycle changed to a one-year cycle in July 2013, the Department recommends that, if not prescribed otherwise, teachers receive the required training in their first year of service and then at least every five years thereafter.

c. School Safety, Security and Code of Student Conduct

Statutory/Regulatory Guidance	Statute/Regulation	Recipients (As described in law)	Time	Notes
School Safety: In-service training program to enable employees to recognize and appropriately respond to safety and security concerns, including emergencies and crises, consistent with the district board of education's plans procedures and mechanisms for school safety and security.	N.J.A.C. 6A:16-5.1(d)	<ul style="list-style-type: none"> District Employees 	Within 60 days of employment; Must be reviewed and updated annually	N/A
Law Enforcement Operations: In-service training must be provided on policies and procedures established in the subchapter on law enforcement operations for substances, weapons and safety and the exchange of information regarding the practices of the education and law enforcement agencies.	N.J.A.C. 6A:16-6.2(b)12	<ul style="list-style-type: none"> School Staff 	Not specified	N/A
Mandatory Gang Awareness Training for School Administrators: Administrators in their initial year of employment must attend a seminar developed by the Office of the Attorney General and provided annually in each county on the topic of how to recognize signs of gang involvement or activity. A seminar of equivalent	N.J.S.A. 52:17B-4.7	<ul style="list-style-type: none"> School Administrators 	During first year of employment as an administrator	Keeping Our Kids Safe - Gangs
Code of Student Conduct: District boards of education provide all employees training on the code of student conduct, including training on the prevention, intervention, and remediation of student conduct in violation of the board of education's code of student conduct.	N.J.A.C. 6A:16-7.1(a)4	<ul style="list-style-type: none"> District Employees 	Annually	NJ Regulations - Programs to Support Student Development
Potentially Missing/Abused Children Reporting: Training on procedures for the early detection of missing, abused, or neglected children through notification of, reporting to, and cooperation with the appropriate law enforcement and child welfare authorities.	N.J.S.A. 18A:36-25, N.J.A.C. 6A:16-11	<ul style="list-style-type: none"> Employees Volunteers Interns 	New employees as part of their orientation. Otherwise as determined by the district board of education.	Keeping Our Kids Safe - Missing and Abused Children

Statutory/Regulatory Guidance	Statute/Regulation	Recipients (As described in law)	Time	Notes
School Safety Teams: At least one PD opportunity in effective school climate improvement, practices, programs, or approaches.	N.J.S.A. 18A:37-21(b) & (d)	<ul style="list-style-type: none"> School Safety Team members (School safety team: school principal or designee, a teacher, an anti-bullying specialist, a parent of a current student, and any other discretionary members.) 	N/A	N/A
Electronic Violence and Vandalism Reporting System (EVRSS): The chief school administrator must provide for the annual training of staff to prepare them to fulfill the reporting of weapons possession, violence, vandalism, alcohol, and drug abuse.	N.J.S.A. 18A:17-46, N.J.A.C. 6A:16-5.3 (d)2	<ul style="list-style-type: none"> School Staff 	Annually	Electronic Violence and Vandalism Reporting System

d. Health

Statutory/Regulatory Guidance	Statute/Regulation	Recipients (As described in law)	Time	Notes
Communicable Diseases: A medical inspector or nurse must lecture teachers concerning the methods employed to detect the first signs of communicable disease and the recognized measures for the promotion of health and the prevention of disease.	N.J.S.A. 18A:40-3, N.J.A.C. 6A:16-2.3(b)(xv)	<ul style="list-style-type: none"> Teachers 	N/A	Keeping Our Kids Safe - Communicable Diseases
Use of Nebulizer: Certified school nurses or other persons authorized to administer asthma medication are required to receive training in airway management and on the use of nebulizers and inhalers consistent with nationally recognized standards.	N.J.S.A. 18A:40-12.8(a), N.J.A.C. 6A:16-2.3(b)2	<ul style="list-style-type: none"> School Nurse 	Not specified	NJ Regulations - Programs to Support Student Development
Asthma: The Commissioner must assure that annual asthma education opportunities are made available for school physicians and all teaching staff. The NJ Pediatric and Adult Asthma Coalition produced education videos which support this requirement.	N.J.S.A. 18A:40-12.9	<ul style="list-style-type: none"> Teaching Staff Medical Inspectors; School Physicians; 	Education opportunities available annually	Student confidentiality must be maintained.
Diabetic Student Health Plan: Training by the school nurse in the care of students with diabetes.	N.J.S.A. 18A:40-12.13(d)	<ul style="list-style-type: none"> Appropriate staff members including staff working with school-sponsored programs outside of the regular school day, as provided in the individualized health care plan and the individualized emergency health care plan. 	N/A	Student confidentiality must be maintained.

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
<p>School Nurse Delegate for Glucagon: The school nurse or other qualified health care professional must train school district employees who volunteer to administer glucagon to a student with diabetes who is experiencing severe hypoglycemia when the school nurse is not physically present.</p>	<p>N.J.S.A. 18A:40-12.14, N.J.A.C. 6A:16-2.3(b)3vii</p>	<ul style="list-style-type: none"> Appropriate staff - Volunteers designated by the school's assigned nurse to administer glucagon when that nurse is not physically present 	<p>N/A</p>	<p>Diabetes Care in NJ Public Schools N/A</p>
<p>Training of Delegates for Epinephrine Administration: The certified school nurse in consultation with the board of education, or the chief school administrator of a nonpublic school, shall recruit and train volunteer designees who are determined acceptable candidates by the school nurse within each school building.</p>	<p>N.J.S.A. 18A:40-12.6(c), N.J.A.C. 6A:16-2.3(b)3vii</p>	<ul style="list-style-type: none"> Appropriate staff - 	<p>N/A</p>	<p>Epinephrine Training Protocols</p>
<p>General Student Needs Recognition: Training in human growth and development; substance abuse and dependency; and human and intercultural relations; and formal inclusion into each endorsement holder's PD plan.</p>	<p>N.J.S.A. 18A:40-3.3(a), N.J.A.C. 6A:9B-14.3(d) and 14.4(d)</p>	<ul style="list-style-type: none"> School nurse endorsement holders 	<p>20 hours during the initial 3 years</p>	<p>The professional development requirements shall be incorporated into each endorsement holder's professional development plan. N/A</p>
<p>Bloodborne Pathogens: Staff designated as at-risk of exposure under the district's Exposure Control Plan require training and schools must also identify students at risk of exposure due to occupational training programs and provide equivalent training.</p>	<p>N.J.S.A. 34:6A-25 et seq</p>	<ul style="list-style-type: none"> School Staff 	<p>Annually</p>	<p>N/A</p>
<p>Alcohol, Tobacco, and Other Drug Prevention and Intervention: District boards of education must ensure all education staff members receive in-service training in</p>	<p>N.J.S.A. 18A:40A-3, 15,</p>	<ul style="list-style-type: none"> Educational Staff Members 	<p>Annually</p>	<p>N/A</p>

Statutory/Regulatory Guidance	Statute/Regulation	Recipients (As described in law)	Time	Notes
alcohol, tobacco, and other drug abuse prevention and intervention.	N.J.A.C. 6A:16-3.1(a)4			
Career and Technical Education: Initial training on safety and health issues prior to working or participating in any career and technical education course or program.	N.J.A.C. 6A:19-6.4(d)8	<ul style="list-style-type: none"> All new CTE staff and students 	Prior to prior to working or participating in CTE	N/A
CPR/AED Training Required: All public and nonpublic schools must have individuals trained in CPR and AED use.	N.J.S.A. 18A:40-41a through 41c	<ul style="list-style-type: none"> A designated staff member trained in CPR/AED must be present for athletic events or team practices Every school must have at least 5 school employees certified in CPR/AED as part of their action plan for responding to a sudden cardiac event 	N/A	Janet's Law FAQ.
Lyme Disease: Training of all teachers who instruct students with Lyme disease which emphasizes the special needs and problems of students with the disease, in order to provide information about how best to teach those students.	N.J.S.A. 18A:35-5.3	<ul style="list-style-type: none"> Teachers of students with Lyme disease 	Annually	Student confidentiality must be maintained. Lyme Disease Information (2009)

²⁷The requirements of Janet's Law were included in October 2017.

e. Interscholastic Athletics

Statutory/Regulatory Guidance	Statute/Regulation	Recipients (As described in law)	Time	Notes
Interscholastic Athletic Head Injury Safety Training Program: School physicians, any person who coaches a public school district or nonpublic school interscholastic sport or cheerleading program, and an athletic trainer involved in a public or nonpublic school interscholastic sports program or cheerleading program are required to complete training in head injury prevention and management.	N.J.S.A. 18A:40-41.2	<ul style="list-style-type: none"> School Physicians Athletic Trainers Coaches 	<p>Complete an interscholastic athletic head injury safety training program</p> <p>Distribute fact sheet annually to every student-athlete and parent/guardian</p>	Model Policy for Concussions

Statutory/Regulatory Guidance	Statute/Regulation	Recipients (As described in law)	Time	Notes
School Physician Completion of Cardiac Assessment PD Module: A contract between a school district and a school physician shall include a statement of assurance that the school physician has completed the Student-Athlete Cardiac Screening professional development module. ³	N.J.S.A. 18A:40-1.1	<ul style="list-style-type: none"> School Physicians 	of student athlete	Keeping Our Kids Safe - Cardiac Assessment
Student-Athlete Cardiac Assessment Professional Development Module: A physician, advanced practice nurse, or physician assistant who performs a student-athlete's annual physical examination prior to the student's participation in a school-sponsored interscholastic or intramural athletic team or squad must complete the Student-Athlete Cardiac Screening professional development module and certify on the Pre-participation Physical Evaluation form attesting to the completion of the module.	N.J.S.A. 18A:40-41d 18A:40-41.7	<ul style="list-style-type: none"> Physicians Advanced Practice Nurses Physician's Assistants 	N/A ³	Keeping Our Kids Safe - Cardiac Assessment

³Although no timeline is provided in the statutes, it is recommended that the module be completed as necessary and if the module undergoes substantive changes.

f. Additional Professional Development Topics

Statutory/Regulatory Guidance	Statute/Regulation	Recipients (As described in law)	Time	Notes
Educator Evaluation: Training on the district's evaluation rubrics, policy, and procedures and any relevant educator practice instrument. Teachers new to the district require more thorough training.	N.J.S.A. 18A:6-123(b)(10), N.J.A.C. 6A:10-2.2(b)(1)	<ul style="list-style-type: none"> Teaching Staff Members 	Annually	AchieveNI
Educator Evaluation: Training on the teacher and principal practice instruments for any supervisor who will conduct observations for the purpose of evaluation of teachers,	N.J.A.C. 6A:10-2.2(b)2,3	<ul style="list-style-type: none"> Supervisors who conduct observations of teachers, principals, assistant principals or vice-principals for the purpose of evaluation 	Before conducting any observations; refreshed annually	AchieveNI Resources

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Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
<p>principals, assistant principals, or vice principals.</p> <p>Ethics, Law, Governance, Harassment, Intimidation, and Bullying: A school leader shall complete training on issues of school ethics, school law, and school governance as part of the professional development for school leaders required pursuant to State Board of Education regulations. Information on the prevention of harassment, intimidation, and bullying shall also be included in the training.</p>	<p>N.J.S.A. 18A:26-8.2, N.J.A.C. 6A:9C-4.3(a)5</p>	<ul style="list-style-type: none"> Active school leaders serving on a permanent or interim basis whose positions require possession of the supervisor, principal or chief school administrator endorsement 	<p>Specific training needs of each school leader are to be reviewed annually</p>	<p>Met through the individual professional development planning process to ensure school leaders' knowledge of these topics remains up-to-date.</p>
<p>Bilingual Education Inservice Training: District boards of education must develop a plan for inservice training for bilingual, ESL, and mainstream teachers; administrators⁵ who supervise bilingual/ESL programs; and administrators and any personnel who observe and evaluate teachers of ELLs. The plan must include instructional strategies to help ELLs meet the CCCS and the WIDA English language development standards. All bilingual and ESL teachers must receive training in the use of the ESL curriculum.</p>	<p>N.J.A.C. 6A:15-1.8</p>	<ul style="list-style-type: none"> Bilingual and ESL teachers Mainstream teachers Administrators who supervise bilingual/ESL programs Administrators and any personnel who observe and evaluate teachers of ELLs 	<p>Not specified</p>	<p>Office of Title I's annual Bilingual/ESL Supervisors' Training helps districts fulfill this requirement.</p>
<p>Equity and Affirmative Action: District boards of education must provide training for all school personnel on a continuing basis to identify and resolve problems associated with the student achievement gap and other inequities arising from prejudice on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, religion, disability or socioeconomic status.</p>	<p>N.J.A.C. 6A:7-1.6</p>	<ul style="list-style-type: none"> Certified/Non-certified staff 	<p>New staff within 1st year. All staff on a continuing basis (as determined by district)</p>	<p>Equality and Equity in Education Regulations</p>
<p>Integrated Pest Management (IPM): The IPM coordinator must train school staff involved with the implementation of the school's IPM Policy and Plan on the</p>	<p>N.J.A.C. 7:30-13.2(c)</p>	<ul style="list-style-type: none"> School staff involved with implementation of IPM plan 	<p>Not specified.</p>	<p>N/A</p>

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
components pertaining to their school environment.				
Integrated Pest Management: The school and the Integrated Pest Management coordinator are responsible for educating the school community about potential pest problems and methods used to manage them.	N.J.A.C.7:30-13.2(c)	<ul style="list-style-type: none"> • Teachers • Staff • Students • Parents/Guardians 	Not specified	N/A
Special Education Training: A district receiving IDEA assistance must identify in its special education plan the in-service training needs for professional and paraprofessional staff who provide special education, general education or related services; insure that the in-service training is integrated to the maximum extent possible with other professional development activities; and provide for joint training activities of parents and special education, related services and general education personnel.	N.J.A.C. 6A:14-1.2(b)14	<ul style="list-style-type: none"> • Professional and paraprofessional staff who provide special education, general education or related services 	In accordance with approved special education plan	N/A
Preschool Training: A district receiving Early Childhood Program Aid shall provide professional development and training specific to preschool education for all early childhood education administrators, teachers and teacher assistants.	N.J.A.C. 6A:13A-3.1(c)8	<ul style="list-style-type: none"> • Early childhood education administrators, teachers and teacher assistants 	In accordance with approved preschool education plan	N/A
Teacher Mentor Training: Mentors working with novice provisional teachers as part of the district mentoring program must complete a comprehensive mentor training program that includes, at a minimum, training program with a curriculum that includes, at a minimum, training on the school district's teaching evaluation rubric and practice instrument; Professional Standards for Teachers, CCCS, classroom observation skills, facilitating adult learning, and leading reflective conversations about teaching practice	N.J.A.C. 6A:9C-5.2(a)7	<ul style="list-style-type: none"> • Mentor teachers assigned to work 1-1 with novice provisional teachers 	Before serving as a mentor	N/A
I&RS Referral: The function of the system of intervention and referral services in each school building shall be to provide support,	N.J.A.C. 6A:16-8.2(a)4	<ul style="list-style-type: none"> • Staff members who identify learning, behavior and health difficulties through the I&RS process 	N/A	N/A

Statutory/Regulatory Guidance	Statute/ Regulation	Recipients (As described in law)	Time	Notes
guidance and professional development to school staff who identify learning, behavior and health difficulties;				
NJ SMART: The school district shall ensure that teachers, school administrators and central office supervisors receive training in NJ SMART and its data query resources.	N.J.A.C. 6A:13-2.1(d)3	<ul style="list-style-type: none"> • Teachers • School administrators • Central office supervisors 	Not specified	N/A

⁵Added to align with the revised Administrative Code. Updated August 2016.

Exhibit C

EXHIBIT 9.1 – Training Course Checklist for State-Required Topics

Topic Area	Required Course Name	Course Provided by Proposer?	Proposer Course Name
Reading Disabilities			
	Reading Disabilities	No	
Prevention: Suicide, Substance Abuse, Harassment, Intimidation, and Bullying			
	Suicide Prevention	Yes	<i>Youth Suicide: Awareness & Prevention</i>
	Harassment, Intimidation, and Bullying	Yes	<i>Bullying: Recognition and Response (NJ-Specific)</i>
	Recognition of Substance Abuse	Yes	<ol style="list-style-type: none"> 1. <i>Student Drug & Alcohol Abuse</i> 2. <i>Reasonable Suspicion for Drug & Alcohol Use</i>
School Safety, Security, and Code of Conduct			
	School Safety	Yes; several	<ol style="list-style-type: none"> 1. <i>Active Shooter:</i> 2. <i>Crisis Response and Recovery</i> 3. <i>Emergency Operations Planning (EOP)</i> 4. <i>Family Reunification</i> 5. <i>Incident Command Systems</i> 6. <i>Managing the Aftermath of Tragedy</i> 7. <i>Tactical Site Surveys</i> 8. <i>Terrorism: Awareness & Response</i> 9. <i>Threat Assessment</i>
	Law Enforcement Operations	Yes; several	<ol style="list-style-type: none"> 1. <i>SafeSchools Training Policy/Custom Course Utility</i> 2. <i>Arson Awareness</i> 3. <i>Copper Theft Prevention</i> 4. <i>Safety Basics for Security Staff</i> 5. <i>School Intruders</i>
	Mandatory Gang Awareness Training for School Administrators	Yes	<i>Gang Awareness</i>
	Code of Student Conduct	Can deliver through LMS	<i>SafeSchools Training Policy/Custom Course Utility</i>

	Potentially Missing/Abuse Children Reporting	Yes	<ol style="list-style-type: none"> 1. <i>Child Abuse: Identification & Intervention</i> 2. <i>Child Abuse: Mandatory Reporting</i> 3. <i>Boundary Invasion</i> 4. <i>Sexual Misconduct</i>
	School Safety Teams	Yes; several	<ol style="list-style-type: none"> 1. <i>Emergency Operations Planning: Building the Plan</i> 2. <i>Emergency Operations Planning: Implementing the Plan</i> 3. <i>Incident Command Systems</i> 4. <i>Managing the Aftermath of Tragedy</i> 5. <i>Crisis Response and Recovery</i> 6. <i>Active Shooter</i> 7. <i>Tactical Site Surveys</i> 8. <i>Family Reunification</i> 9. <i>Supervisor's Role in Safety</i>
	Electronic Violence and Vandalism Reporting System (EVVRS)	Can deliver through LMS	<i>SafeSchools Training Policy/Custom Course Utility</i>
Health			
	Communicable Disease	Yes	<ol style="list-style-type: none"> 1. <i>Pandemic Flu</i> 2. <i>Common Illness Prevention</i>
	Use of Nebulizer	Not Yet	<i>Coming Soon: 1st quarter 2018</i>
	Asthma	Yes	<i>Health Emergencies: Asthma Awareness</i>
	Diabetic Student Health Plan	Yes	<i>Health Emergencies: Diabetes Awareness</i>
	School Nurse Delegate for Glucagon	Yes	<i>Medication Administration: Glucagon</i>
	Training of Delegates for Epinephrine Administration	Yes	<i>Medication Administration: Epinephrine Auto-Injectors</i>
	General Student Needs Recognition	Yes; several	<ol style="list-style-type: none"> 1. <i>Health Emergencies: Overview</i> 2. <i>First Aid</i> 3. <i>CPR</i> 4. <i>Head Lice</i> 5. <i>Hemophilia</i> 6. <i>Life-Threatening Allergies</i> 7. <i>Seizures</i> 8. <i>HIV/AIDS Awareness</i> 9. <i>MRSA Awareness</i> 10. <i>Steroid & PED Awareness</i> 11. <i>Stress Management</i> 12. <i>Student Mental Health</i>

	Bloodborne Pathogens	Yes	<i>Bloodborne Pathogens Exposure Awareness</i>
	Alcohol, Tobacco, and Other Drug Prevention and Intervention	Yes	<i>Student Drug & Alcohol Abuse</i>
	Career and Technical Education	Yes	<i>General Safety Orientation</i>
	Lyme Disease		
Interscholastic Athletics			
	Interscholastic Athletic Head Injury Safety Training Program	Yes	<i>Concussion Awareness: Athletics</i>
	School Physician Completion of Cardiac Assessment PD Module	Can deliver through LMS	<i>SafeSchools Training Policy/Custom Course Utility</i>
	Student-Athlete Cardiac Assessment Professional Development Module	Can deliver through LMS	<i>SafeSchools Training Policy/Custom Course Utility</i>
Additional PD Topics			
	Educator Evaluation for Employees and Supervisors	Can deliver through LMS	<i>SafeSchools Training Policy/Custom Course Utility</i>
	Ethics, law, governance, harassment, intimidation, and bullying	Yes; several	<ol style="list-style-type: none"> 1. <i>SafeSchools Training Policy/Custom Course Utility</i> 2. <i>Bullying: Recognition and Response (NJ-Specific)</i> 3. <i>Conflict Management</i> 4. <i>Diversity Awareness</i> 5. <i>General Ethics in the Workplace</i> 6. <i>Discrimination Awareness</i> 7. <i>Workplace Bullying</i> 8. <i>Sexual Harassment</i> 9. <i>Discrimination Awareness</i>
	Bilingual Education in-service Training	Yes	<i>Many courses available in Spanish</i>
	Equity and Affirmative Action	Yes; several	<ol style="list-style-type: none"> 1. <i>Diversity Awareness</i> 2. <i>Discrimination Awareness</i> 3. <i>Making Schools Safe for LGBT Students</i>
	Integrated Pest Management	Yes	<i>Integrated Pest Management</i>
	Special Education Training	Yes; several	<ol style="list-style-type: none"> 1. <i>Child Safety Restraint Systems</i> 2. <i>Evacuation Planning for Students with Special Needs</i>

			<ul style="list-style-type: none"> 3. <i>Special Education: Lifts & Transfers</i> 4. <i>Special Education: Safety in the Classroom</i> 5. <i>Wheelchair Securement</i>
	Preschool Training	Can deliver through LMS	<i>Many courses plus SafeSchools policy & Custom Course utility</i>
	Teacher Mentor Training	Can deliver through LMS	<i>SafeSchools Policy and Custom Course Utility</i>
	I&RS Referral	Can deliver through LMS	<i>SafeSchools Policy and Custom Course Utility</i>
	NJ SMART	Can deliver through LMS	<i>SafeSchools Policy and Custom Course Utility</i>

Note:

The "Policy & Custom Course" feature inside the SafeSchools Training LMS allows schools and districts to upload and deliver institutional-specific content. Many of the above requirements above need to be covered with a combination of SafeSchools Training courses supplemented with district-specific information.

EMERGENCY MANAGEMENT	Author	Length	Available in Spanish	Coming Soon
Active Shooter: <i>Administrators</i>	Dorn, Dorn & Nguyen	45 mins		
Active Shooter: <i>Staff</i>	Dorn, Dorn & Nguyen	44 mins		
Crisis Response and Recovery	Dorn & Shepherd	20 mins		
EOP: <i>Building the Plan</i>	Dorn & Shepherd	17 mins		
EOP: <i>Implementing the Plan</i>	Dorn & Shepherd	19 mins		
Family Reunification	Dorn & Shepherd	19 mins		
Incident Command Systems	Mary Schoenfeldt	30 mins		
Managing the Aftermath of Tragedy: <i>Administrators</i>	Drs. Scott & Donna Poland	25 mins		
Managing the Aftermath of Tragedy: <i>Staff</i>	Drs. Scott & Donna Poland	25 mins		
Tactical Site Surveys	Dorn & Shepherd	20 mins		
Terrorism: <i>Awareness & Response (Administrators)</i>	Multiple Contributors	34 mins		
Terrorism: <i>Awareness & Response (Staff)</i>	Multiple Contributors	34 mins		
Threat Assessment	Dr. Scott Poland	22 mins		

EMPLOYMENT PRACTICES/SUPERVISORY	Author	Length	Available in Spanish	Coming Soon
Conducting Job Interviews	Catherine Mattice	24 mins		
Discrimination: <i>Avoiding Discriminatory Practices</i>	Catherine Mattice	29 mins		
Managing Difficult Behaviors	Catherine Mattice	18 mins		
Performance Evaluations	Catherine Mattice	24 mins		
Reasonable Suspicion for Drug & Alcohol Use	Patrick Hancock	27 mins		
Retaliation Liability	Catherine Mattice	29 mins		
Sensitivity Awareness	Catherine Mattice	32 mins		
Sexual Harassment: <i>Policy & Prevention</i>	Armstrong & Mattice	69 mins		
Supervisor's Role in Safety	Staff	25 mins		
Termination: <i>Practice & Procedure</i>	Patrick Hughes	22 mins		

ENVIRONMENTAL	Author	Length	Available in Spanish	Coming Soon
Accident Investigation	Jeremy Norton	28 mins		
Aerial Lift Safety	Jeremy Norton	25 mins		
Asbestos Awareness: <i>Complete</i>	Joseph Guth	1 hour		SP*
Asbestos Awareness: <i>Refresher</i>	Joseph Guth	25 mins	SP	
Asbestos Awareness: <i>2-Hour</i>	Joseph Guth	2 hours		
Back Injury & Lifting: <i>Complete</i>	Vaughan & Sommer	18 mins	SP	
Back Injury & Lifting: <i>Support Staff</i>	Joanette Lima	17 mins		
Back Injury & Lifting: <i>Teachers & Administration</i>	Vaughan & Sommer	20 mins		
Chemical Spills Overview	Linda Stroud	22 mins		
Classroom Safety	Keenan & Associates	16 mins		

ENVIRONMENTAL, CONT.	Author	Length	Available in Spanish	Coming Soon
Compressed Gas Safety	Mike Peterman	13 mins		
Confined Spaces	Bryan Visscher	20 mins	SP	
Electrical Safety: <i>Complete</i>	Bryan Visscher	27 mins	SP	
Electrical Safety: <i>Primer</i>	Bryan Visscher	15 mins		
Energy Conservation	Bryan Visscher	18 mins		
Eye & Face Protection	James Vaughan	12 mins	SP	
Facility Emergencies	Bryan Visscher	22 mins		
Fall Protection	Bryan Visscher	23 mins		
Fire and Explosion Hazards	John Snider	25 mins		
Fire Extinguisher Safety	Mike Peterman	10 mins	SP	
Forklift Safety	Jeremy Norton	17 mins		
General Safety Orientation	Steve Lyons	14 mins	SP	
Hand & Power Tool Safety	Jeremy Norton	18 mins	SP	
Hazard Communications: <i>Right to Understand</i>	Linda Stroud	26 mins	SP	
Hearing Loss Prevention	Vaughan & Sommer	11 mins	SP	
Heat Illness Prevention	Staff	15 mins	SP	
Indoor Air Quality Awareness	Rich Prill	22 mins		
Integrated Pest Management	Janet Hurley	24 mins	SP	
Ladder Safety	Vaughan & Sommer	21 mins	SP	
Lead Safety Awareness	Bryan Visscher	15 mins		
Lockout/Tagout: Energy Release	Vaughan & Sommer	13 mins	SP	
Material Safety Data Sheets (MSDS)	Vaughan & Sommer	20 mins	SP	
Mercury Spills	Kirt Poulsen	14 mins	SP	
Office Ergonomics	James Vaughan	13 mins		
Personal Protective Equipment (PPE)	Lisa Yu	15 mins	SP	
Playground Maintenance & Inspection	Susan Hudson	19 mins		
Respiratory Protection	Jeremy Norton	18 mins		
Safety Committee Operations	Jeremy Norton	17 mins		
Safety Data Sheets (SDS)	Linda Stroud	19 mins	SP	
Scaffolding Safety	Jeremy Norton	18 mins		
Science Lab Safety	Kirt Poulsen	25 mins		
Science Laboratory Chemical Spills	Linda Stroud	28 mins		
Scissor Lift Safety	Jeremy Norton	25 mins		
Slips, Trips & Falls: <i>Complete</i>	Vaughan & Sommer	27 mins	SP	
Slips, Trips & Falls: <i>Refresher</i>	Vaughan & Sommer	17 mins		
Slips, Trips & Falls: <i>Custodians, Maint. & Facilities</i>	Vaughan & Sommer	20 mins		
Slips, Trips & Falls: <i>Nutrition Services</i>	Vaughan & Sommer	20 mins		
Slips, Trips & Falls: <i>Support Staff</i>	Vaughan & Sommer	25 mins		

ENVIRONMENTAL, CONT.	Author	Length	Available in Spanish	Coming Soon
Slips, Trips & Falls: <i>Teachers & Administration</i>	Vaughan & Sommer	18 mins		
Stormwater Management	Samantha Brown	24 mins		
Trenching & Excavation Safety	Jeremy Norton	19 mins		
Utility Cart Safety	Staff	17 mins	SP	
Water Damage Prevention	Bryan Visscher	28 mins		
Welding, Cutting & Brazing Safety Awareness	Jeremy Norton	22 mins		

HEALTH	Author	Length	Available in Spanish	Coming Soon
Automated External Defibrillators (AEDs)	Lucinda Mejdell-Awbrey	19 mins		
Bedbugs in Schools	Lucinda Mejdell-Awbrey	12 mins	SP	
Bloodborne Pathogens Exposure Prevention: <i>Complete</i>	Vaughan & Sommer	22 mins		
Bloodborne Pathogens Exposure Prevention: <i>Refresher</i>	Vaughan & Sommer	13 mins	SP	
BBP Exposure Prevention: <i>Custodians</i>	Vaughan & Sommer	23 mins	SP	
BBP Exposure Prevention: <i>Support Staff (Non-Custodial)</i>	Vaughan & Sommer	20 mins		
BBP Exposure Prevention: <i>Teachers & Administration</i>	Vaughan & Sommer	19 mins		
Cardiopulmonary Resuscitation (CPR)	Tibbitts & Eastman	15 mins		
Common Illness Prevention	Lucinda Mejdell-Awbrey	13 mins		
Concussion Awareness: Athletics	Brent George	20 mins		
First Aid	Lucinda Mejdell-Awbrey	32 mins	SP	
Head Lice	Lucinda Mejdell-Awbrey	8 mins	SP	
Health Emergencies: <i>Overview</i>	Tibbitts & Eastman	20 mins		
Health Emergencies: <i>Asthma Awareness</i>	Carol Jones	14 mins	SP	
Health Emergencies: <i>Choking & the Heimlich Maneuver</i>	Lucinda Mejdell-Awbrey	5 mins		
Health Emergencies: <i>Diabetes Awareness</i>	Tibbitts & Eastman	11 mins		
Health Emergencies: <i>Hemophilia</i>	Tibbitts & Eastman	8 mins		
Health Emergencies: <i>Life-Threatening Allergies</i>	Carol Jones	13 mins		
Health Emergencies: <i>Seizures</i>	Janell Eastman	12 mins		
HIV/AIDS Awareness	Carol Jones	6 mins		
Medication Administration Basics	Lucinda Mejdell-Awbrey	25 mins		
Medication Administration: <i>Diastat</i>	Lucinda Mejdell-Awbrey	14 mins		
Medication Administration: <i>Epinephrine Auto-Injectors</i>	Jones & Mejdell-Awbrey	19 mins		
Medication Administration: <i>Glucagon</i>	Lucinda Mejdell-Awbrey	13 mins		
MRSA Awareness	Lucinda Mejdell-Awbrey	13 mins		
Pandemic Flu	Sonayia Shepherd	21 mins		
Steroid & PED Awareness in Athletics	Dr. Charles LeRoy	24 mins		
Stress Management	Catherine Mattice	29 mins		
Student Mental Health	Dr. Bonnie Hedrick	23 mins		

HUMAN RESOURCES	Author	Length	Available in Spanish	Coming Soon
Athletic Liability	Donna Lopiano	43 mins		
Boundary Invasion	Patterson & Austin	23 mins	SP	
Conflict Management: <i>Managing the Angry Parent</i>	Hazler & Carney	28 mins		
Conflict Management: <i>Staff-to-Staff</i>	Hazler & Carney	20 mins		
Conflict Management: <i>Student-to-Student</i>	Hazler & Carney	20 mins		
Customer Service: <i>Administration</i>	Staff	12 mins		
Customer Service: <i>Support Services</i>	Staff	10 mins	SP	
Customer Service: <i>Teachers</i>	Staff	10 mins		
Discrimination Awareness in the Workplace	Catherine Mattice	15 mins		
Diversity Awareness: <i>Staff-to-Staff</i>	Catherine Mattice	23 mins		
Diversity Awareness: <i>Staff-to-Student</i>	Gilbert Martini, Jr.	25 mins		
Drug Free Workplace	Jeremy Norton	22 mins		
Family Medical Leave Act (FMLA)	Catherine Mattice	15 mins		
FERPA: <i>Confidentiality of Records</i>	Staff	14 mins		
General Ethics in the Workplace	Catherine Mattice	24 mins		
HIPAA Overview	Lucinda Mejdell-Awbrey	14 mins		
Sexual Harassment: <i>Staff-to-Staff (Complete)</i>	Jennifer Watson	17 mins	SP	
Sexual Harassment: <i>Staff-to-Staff (Refresher)</i>	Jennifer Watson	15 mins		
Sexual Harassment: <i>Student Issues & Response</i>	Jennifer Watson	29 mins		
Sexual Misconduct: <i>Staff-to-Student</i>	Dr. Robert Shoop	35 mins	SP	
Title IX and Gender Equity in Athletics	Donna Lopiano	43 mins		
Title VI Overview	Staff	33 mins		
Workplace Bullying: <i>Awareness & Prevention</i>	Catherine Mattice	16 mins		
Workplace Violence: <i>Awareness & Prevention (Employee)</i>	Catherine Mattice	20 mins		
Workplace Violence: <i>Awareness & Prevention (Supervisor)</i>	Catherine Mattice	29 mins		

INFORMATION TECHNOLOGY	Author	Length	Available in Spanish	Coming Soon
Browser Security Basics	Pete Just	15 mins		
CIPA: <i>Compliance with the Children's Internet Protection Act</i>	Staff	20 mins		
Copyright Infringement	William Stepien	24 mins		
Cybersecurity	Pete Just	13 mins		
Email and Messaging Safety	Pete Just	12 mins		
Online Safety: <i>Cyberbullying</i>	Staff	21 mins		
Online Safety: <i>Predators</i>	Staff	15 mins		
Online Safety: <i>Threats of Violence</i>	Staff	15 mins		
Online Safety: <i>What Every Educator Needs to Know</i>	Staff	29 mins		
Password Security Basics	Pete Just	5 mins		
Protection Against Malware	Pete Just	15 mins		

NUTRITION SERVICES				
	Author	Length	Available in Spanish	Coming Soon
Civil Rights in Food Service: <i>Administrative Staff</i>	Art Dunham	18 mins		
Civil Rights in Food Service: <i>Frontline Staff</i>	Art Dunham	16 mins	SP	
Food Safety & Kitchen Sanitation	Art Dunham	14 mins	SP	
Food Service Equipment: <i>Safe Use</i>	Art Dunham	20 mins	SP	
Food Service Equipment: <i>Sanitation</i>	Art Dunham	20 mins	SP	
Foodborne Illnesses	Art Dunham	20 mins	SP	
HACCP: <i>Hazard Analysis & Critical Control Points</i>	Art Dunham	20 mins	SP	
Nutrition Basics	Art Dunham	21 mins		
School Meal Compliance	Art Dunham	19 mins	SP	

SECURITY				
	Author	Length	Available in Spanish	Coming Soon
Arson Awareness & Prevention	John Snider	30 mins		
Copper Theft Awareness	Staff	9 mins		
Crime Prevention through Physical Security	Paul Timm	23 mins		
Safety Basics for Security Staff	Keenan & Associates	22 mins		
School Intruders	Robert Watson	11 mins		
School Violence: <i>Identifying & Addressing</i>	Robert Watson	55 mins		
Visual Weapons Screening	Dorn & Shepherd	20 mins		

SOCIAL & BEHAVIORAL		Author	Length	Available in Spanish	Coming Soon
Administrative Supervision of Students	Donna Poland	27 mins			
Bullying: <i>Recognition & Response (Complete)</i>	Dr. Scott Poland	50 mins			
Bullying: <i>Recognition & Response (Refresher)</i>	Hazler & Carney	25 mins			
Child Abuse: <i>Identification & Intervention</i>	Wendy Armstrong	33 mins			
Child Abuse: <i>Mandatory Reporting</i>	Wendy Armstrong	24 mins			
Child Abuse: <i>Mandatory Reporting (Primer)</i>	Eve Pearl	19 mins			
Dating Violence: <i>Identification & Intervention</i>	Staff	20 mins			
De-Escalation Strategies	Nitza McKee	21 mins			
Disruptive Student Behavior	Randy Sprick	33 mins			
Gang Awareness	Richard Ramos	30 mins			
Hazing	Dr. Bonnie Hedrick	19 mins			
Homeless Students: <i>Awareness & Understanding</i>	Barbara Duffield	22 mins	SP		
Human Trafficking Awareness	Catherine Mattice	21 mins			
Making Schools Safe for LGBT Students	Mattice & Meyer	20 mins			
Playground Supervision	Susan Hudson	16 mins	SP		
Restraint & Seclusion	Dr. Reece Peterson	22 mins			
Self-Injury and Cutting	Dr. Scott Poland	21 mins			
School Violence: <i>Student-to-Student</i>	TBD	TBD		*	
Sport Supervision & Safety	Dr. Charles LeRoy	22 mins			
Student Drug & Alcohol Abuse	Mary Haag	30 mins			
Youth Suicide: <i>Awareness & Prevention (Full Course)</i>	Dr. Scott Poland	39 mins			
Youth Suicide: <i>Awareness & Prevention (Jason Flatt Act)</i>	Multiple Contributors	2 hours			

SPECIAL EDUCATION		Author	Length	Available in Spanish	Coming Soon
Child Safety Restraint Systems*	Ted Finlayson-Schueler	25 mins			
Evacuation Planning for Students with Special Needs*	Ted Finlayson-Schueler	25 mins			
Special Education: <i>Lifts and Transfers</i>	Rich Ferdinand	25 mins			
Special Education: <i>Safety in the Classroom</i>	Keenan & Associates	23 mins			
Wheelchair Securement*	Schneider & Manary	20 mins			

*Also in Transportation category

TRANSPORTATION	Author	Length	Available in Spanish	Coming Soon
15-Passenger Van Safety	Staff	19 mins		
Bus Behavior & Discipline	Ted Finlayson-Schueler	22 mins		
Child Safety Restraint Systems	Ted Finlayson-Schueler	25 mins		
City Driving	Patrick Fitzpatrick	15 mins		
Crossing Guard Safety	Keenan & Associates	15 mins		
Defensive Driving	Patrick Fitzpatrick	18 mins	SP	
Distracted Driving	Patrick Fitzpatrick	12 mins		
Evacuation Planning for Students with Special Needs	Ted Finlayson-Schueler	25 mins		
Road Rage	Patrick Fitzpatrick	15 mins		
Transportation Safety	Patrick Fitzpatrick	27 mins		
Van Safety	Patrick Fitzpatrick	21 mins		
Wheelchair Securement	Manary & Schneider	20 mins		
Winter Driving	Patrick Fitzpatrick	15 mins		

Revised 8/7/17

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

RFP Number: LC-2017-0001

Proposer: SCAPE'S LEARNING

1. PART ONE: Investment activities in Iran

1.1. Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the _____ Division's _____ website _____ at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

1.2. PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to P.L. 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

2. PART TWO: Further information related to investment activities in Iran

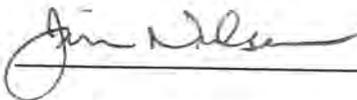
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. If you need to make additional entries, attach additional pages as needed.

- 2.1. Person or entity: _____
- 2.2. Relationship to bidder: _____
- 2.3. Description of activities: _____
- 2.4. Duration of Engagement: _____
- 2.5. Anticipated Cessation Date: _____
- 2.6. Proposer Contact Name: _____
- 2.7. Contact phone number: _____

3. PART THREE: Certification

New Jersey Schools Insurance Group
Disclosure of Investment Activities in Iran

3.1. I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that NJSIG is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with NJSIG to notify NJSIG in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with NJSIG, permitting NJSIG to declare any contract(s) resulting from this certification void and unenforceable.

3.1.1. Signed: 

3.1.2. Print Name: Jim Niesen

3.1.3. Title: VICE PRESIDENT, STRATEGIC PARTNERSHIPS

3.1.4. Date: 8/28/2017

License Agreement

This License Agreement (License) is hereby made and entered into on this ~~eleventh~~ 3 day in the month of ~~JANUARY~~ September, 2018 ~~2013~~ by and between:

Educational Development Software (EDS), a Pennsylvania Corporation

and

~~Demo-District~~New Jersey Schools Insurance Group ("NJSIG")
6000 Midlantic Drive, Suite 300
Mt. Laurel, NJ 08054.

~~(Licensee).~~

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TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EDS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEENJSIG'S USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF EDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO LICENSEENJSIG. In no event shall EDS' total liability to licenseenjsig for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

7. Non-exclusive. This Agreement is non-exclusive. Other than as specifically set forth herein, NJSIG may hire other educational software service providers outside the scope of this Agreement without any compensation to EDS. NJSIG may hire other contractors to perform the same work as EDS or may conduct services on its own without involving EDS. NJSIG does not guarantee any minimum or maximum volume activities.

8. Services. In accomplishing its work, NJSIG requires assistance from an experienced provider of school employee and official training services to provide training courses to NJSIG members. These training courses should be designed to help NJSIG's members meet their school and district professional development planning requirements. A summary of these professional development planning requirements is available from the State of New Jersey, Department of Education on its website, and is attached as Exhibit A. A list of the professional development training courses EDS has agreed to make available is detailed in EDS' proposal, pages five through eleven, and is attached as Exhibit B.

9. Fee. In exchange for EDS providing the professional development courses detailed in pages five through eleven of Exhibit B, NJSIG shall pay to EDS an annual license fee equal to the product of: a. the annual flat fee per full-time employee license as specified below, and b. the number of full-time employee licenses NJSIG elects to purchase for that fiscal year. The annual flat fee per

full-time employee license shall be based on the total number of full-time employee licenses NJSIG elects to purchase, based on the following:

1. If NJSIG elects to purchase 1 to 139 full-time employee licenses, then the annual flat fee per full-time employee license shall be \$7.20;
2. If NJSIG elects to purchase 140 and 499 full-time employee licenses, then the annual flat fee per full-time employee license shall be \$6.40;
3. If NJSIG elects to purchase 500 and 799 full-time employee licenses, then the annual flat fee per full-time employee license shall be \$5.60;
4. If NJSIG elects to purchase 800 and 1,400 full-time employee licenses, then the annual flat fee per full-time employee license shall be \$4.80;
5. If NJSIG elects to purchase 1,401 or more full-time employee licenses, then the annual flat fee per full-time employee license shall be \$3.40;

EDS shall be paid a fee on a fiscal year (July 1 to June 30) basis. EDS shall make such documentation available to NJSIG as is required to substantiate the above full-time employee user numbers and fee. This fee, if any, shall be paid by August 30 of each fiscal year. NJSIG does not guarantee any minimum or maximum volume activities.

By way of example only, in the event that NJSIG elects to purchase 500 full-time employee licenses for the 2017/2018 fiscal year, then NJSIG would be required to pay EDS a fee equal to \$2,800.

10. No Fee. NJSIG shall owe EDS no Fee if this agreement, or any activity pursuant to this Agreement, is determined by any Court or Agency of the State of New Jersey to have violated or contravened the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq.
11. Compliance Information from EDS. EDS agrees that no payment will be made, and no Fee will be due under this Agreement, unless within ten days of the Effective Date of this Agreement, EDS forwards the following completed documentation that complies with all applicable laws:

- i. EDS's W-9;
- ii. EDS's State of New Jersey Business Registration Certificate;

1. During the performance of this contract, EDS agrees as follows:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

iii. Disclosure of Investment Activities in Iran; and,

iv. Affirmative Action Supplement in compliance with N.J.A.C. 17:27-4.1 et seq. During the performance of this contract, Contractor agrees as follows:

1. 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.

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.

3. 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.

4. 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.

12. Confidentiality. All financial, statistical, personnel and/or technical data supplied by NJSIG, whether written or oral, to EDS are confidential. EDS is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by EDS, or any individual or entity in EDS's charge or employ, will be considered a violation of this contract and may result in contract termination and EDS's suspension or debarment from NJSIG's contracting. Any attempt by another party to obtain this data must be immediately communicated to NJSIG and NJSIG will determine whether the documents are subject to release. No data may be released without consent of NJSIG.

13. Ownership of Records. All records and data of any kind relating to NJSIG shall belong to NJSIG, and shall be surrendered to NJSIG upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years from the date of final

payment, NJSIG, its appointed officials and other designated representatives, as authorized by NJSIG, shall have access to records and files maintained by EDS for NJSIG during normal business hours. Furthermore, such records, books, and files relating to the operation and business of NJSIG are the property of NJSIG, regardless of site stored. Information released to EDS by NJSIG for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, records must be made available to the state office of comptroller upon request.

14. Advertising. EDS shall not use NJSIG's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of NJSIG. EDS is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of NJSIG.
15. Independent Contractor. EDS at all times shall be an independent contractor, and employees of contractor shall in no event be considered employees of NJSIG. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under. All EDS employees and other individuals working on behalf of EDS shall remain employees of EDS, and shall in no event be considered employees of NJSIG.
16. Indemnification. EDS shall indemnify, defend and hold NJSIG, its Board of Trustees, appointed officials and member districts harmless from any and all claims or liabilities arising out of the activities of EDS, its employees and agents in connection with all activities undertaken by EDS, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against NJSIG, its Board of Trustees, appointed officials and member districts, based upon any act or omission of EDS, its affiliates and successors, shall be the responsibility of EDS, and EDS shall hold NJSIG harmless from same.
17. Insurance. EDS shall provide, at its own cost and expense, proof of the following minimum insurance written through A rated Carrier to NJSIG of workers' compensation and employers' liability insurance, as follows:
 - a. Statutory workers' compensation including occupational disease in accordance with the laws of the State of New Jersey covering all EDS employees assigned to perform work under the terms of this contract;
 - b. Employers' liability insurance with minimum limits of \$1,000,000.00 each accident limit for bodily injury by accident, \$1,000,000.00 policy limit for bodily injury by disease;
 - c. Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence / \$2,000,000 aggregate and errors and omissions (E&O) insurance with limits of \$1,000,000 per claim/ \$2,000,000 aggregate, covering work performed by EDS and by EDS employees during the term of this Agreement.
 - d. A crime policy protecting against employee dishonesty, theft, robbery, forgery and other dishonest acts on the part of EDS and its employees, with limits not less than \$1,000,000.00.

The insurance companies selected by EDS to provide the above coverages must be licensed, solvent and acceptable to NJSIG. EDS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without the NJSIG's approval. Maintenance of insurance under this Section shall not relieve EDS of any liability greater than the insurance coverage.

18. Non-assignment. Neither party may assign their rights or responsibilities under this contract without the expressed written consent of the other. Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.
19. Entire Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any and all prior understandings, conversations, and proposals, and may not be amended, except by written agreement executed by the Parties.
20. Limitation of Payments. EDS agrees that EDS shall not be entitled to receive any additional or further sums of money beyond the amounts specifically set forth in this Agreement.
21. No Waiver. The failure of NJSIG to insist upon strict performance of any terms or conditions in this contract, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms and conditions, the same shall be the remain in full force and effect with power and authority on the part of NJSIG to enforce the same or cause the same to be enforced at any time, without prejudice to the other rights which NJSIG may have against EDS under this contract.
22. Choice of Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of New Jersey to resolve any disputes that arising under this.

By EDS:

Signature: Tommy McConnell

Name: Tommy McConnell

Title: Sales Manager

Date: Jan. 3, 2018

By NJSIG:

Signature: William M Mayo

Name: WILLIAM M. MAYO

Title: EXECUTIVE DIRECTOR

Date: 1/3/2018