

## PURCHASE ORDER / VOUCHER

BUDGET YEAR

2021-&gt;2022

VENDOR NO. 6019

## PRINCETON PUBLIC SCHOOLS

25 VALLEY ROAD, PRINCETON, NJ 08540  
TEL. (609) 806-4205 · FAX (609) 806-4225

## PURCHASE ORDER NUMBER

22-02598

THIS NUMBER MUST APPEAR ON  
ALL PACKAGES, INVOICES AND  
CORRESPONDENCE.

DATE: 03/14/2022


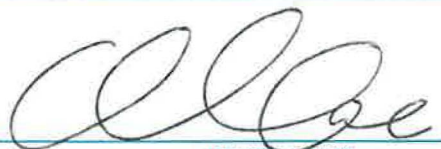
## VENDOR:

PERFORMANCE FACT, INC  
333 Hegenberger Road  
Suite 204  
Oakland, CA 94621

## SHIP TO: (INSIDE DELIVERY ONLY)

Attn To : Matt Bouldin  
PRINCETON PUBLIC SCHOOLS  
25 VALLEY ROAD  
PRINCETON, NJ 08540-

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	EACH	2022 through 2027 5 Year Strategic Planning BOE	92,000.00	92,000.00
		Performance Consulting awarded at 2-22-2022 BOE meeting via Competitive Contracting Award RFP.		\$92,000.00
		Contract per attached statement of work/contract		
		7654/11-000-230-890-3-02-00- (\$92,000.00)		

<b>VENDOR'S DECLARATION</b> I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.  X		<b>ACCOUNTS PAYABLE VERIFICATION:</b> CLAIM CHECKED FOR CONFORMITY TO PURCHASE ORDER, RECEIPT OF GOODS OR SERVICES AND CLERICAL ACCURACY. BY _____ <b>SECRETARY'S CERTIFICATION</b> CLAIM EXAMINED, AUDITED AND CERTIFIED TO THE BOARD. BY _____		<b>NOT A VALID PURCHASE ORDER UNTIL SIGNED BY THE BUSINESS ADMINISTRATOR</b>  BUSINESS ADMINISTRATOR/BOARD SECRETARY <b>INVOICES EXCEEDING ORDER TOTAL WILL NOT BE PAID WITHOUT AUTHORIZATION FROM BUSINESS OFFICE</b>	
TITLE <b>SEE REVERSE SIDE</b> DATE <b>3/16/2022</b>		<b>PLEASE MAIL THIS VENDOR DECLARATION BACK TO VALLEY ROAD WITH INVOICE</b>			

VENDOR DECLARATION - SIGN AT (X) AND RETURN FOR PAYMENT



PERFORMANCE *fact*, INC.

*Developing leaders. Transforming Practices. Inspiring Results.*

Agreement between  
**PRINCETON PUBLIC SCHOOLS** (Princeton, NJ)  
and **PERFORMANCE FACT, Inc.**  
regarding **Development of the Long-term Strategic Plan**

## **BACKGROUND**

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **PRINCETON PUBLIC SCHOOLS** ("Client"). It has been prepared in order to align Performance Fact and the Client on common purpose and to ensure outcomes that are fair and just for all parties.

### **1. PARTIES**

This Agreement is made in March 2022 between the Client and Performance Fact, Inc. The project manager for the Client is Dr. Carol Kelley, Superintendent of Schools. The project manager for Performance Fact, Inc. is Mutiu Fagbayi, President/CEO. This Agreement covers the period from April 2022 to August 2022. It is generally understood that additional individuals designated by the Client and Performance Fact project managers may play significant roles during certain phases of this project.

### **2. SCOPE OF WORK**

(See Exhibit A, attached)

### **3. PAYMENT/EXPENSES**

The Client will pay Performance Fact a total of **\$92,000** for professional services for the 2021-2022 school year, according to the estimates and scope of work outlined in *Exhibit A*.

The amount will cover fees for professional services and expenses associated with the project, including, development and compilation of presentation materials and ongoing communication with the Superintendent, and with the Board and other stakeholders, as outlined in the Exhibits.

Scope of work and professional fees associated with the *implementation* of the Strategic Plan during 2022-2023 SY and/or future school years are not included in this Agreement. Actual scope and fees for future year(s) will be agreed to by the Client, if the Client chooses Performance Fact as an *implementation phase* partner.

### **4. RESCHEDULING/CANCELLATION POLICY**

Rescheduling/Cancellations of Specific Events/Activities per Contract:

- More than 30 days prior to scheduled date: No additional charge
- Less than 30 days before scheduled date: \$500 additional fee payable by Client.

### **5. LOGISTICS**

The Client or its designee(s) will oversee all logistics related to meetings, workshops and other gatherings associated with this project, including participants' access to zoom (or equivalent) web conferencing, when applicable.

**6. PAYMENT SCHEDULE**

Performance Fact will invoice the Client according to the following schedule.

May 1, 2022	\$46,000
June 1, 2022	\$23,000
July 1, 2022	\$23,000

**7. DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement or a breach of this Agreement, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation through the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

In the event the dispute is not resolved by mediation, the parties agree to resolve the conflict through arbitration under the rules of the American Arbitration Association.

**8. EQUAL EMPLOYMENT OPPORTUNITY**

Performance Fact does not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.

**9. OWNERSHIP OF MATERIALS**

Performance Fact will be using propriety material during portions of the Contract. Such material shall remain the exclusive property of Performance Fact and shall not be further disseminated without the express written consent of Performance Fact. In the event written permission is granted, acknowledgement of source for all Performance Fact proprietary materials, tools, processes, etc. is required.

**CONTRACT TERMS ACCEPTED:**

**PERFORMANCE FACT SIGNATORY**

**MUTIU O. FAGBAYI**

*Name*



*Signature*

**President/CEO**

*Title*

**March 10, 2022**

**PRINCETON PUBLIC SCHOOLS SIGNATORY**

**Matt Bouldin**

*Name (Please Print)*



*Signature*

**Business Administrator**

*Title*

**3-14-2022**

*Date*

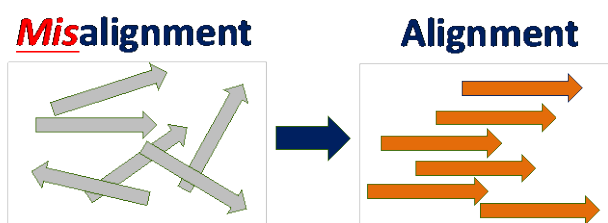
# MOVING FORWARD AS ONE™

## Community-wide Strategic Planning

### 2021-2022 SY

### Why Plan?

A primary purpose of planning is to facilitate unity of purpose, or alignment. Alignment is the process of reaching mutual understanding about common goals. It gives shared meaning to the work of the school or school district, thereby enabling successful accomplishment of the goals of the organization.



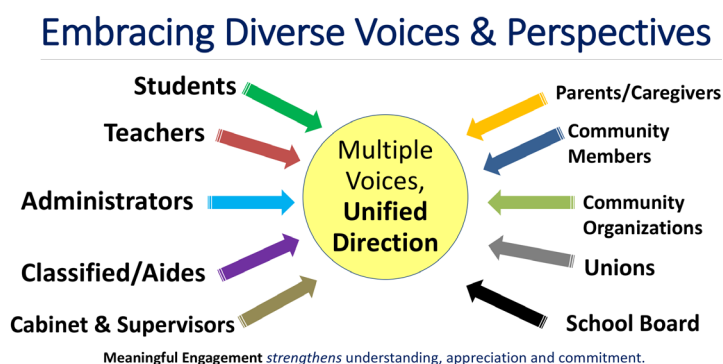
**Alignment:** *getting people, process, program and structure on the same page, going in the same direction.*

To be effective, the alignment process must proactively seek out and embrace the diverse voices of the organization's diverse stakeholders. If we want all stakeholders to be committed to and be meaningfully engaged in the *implementation* of the plan, it is wise to involve each stakeholder in the *development* of the plan itself.

### Embracing Diverse Voices & Perspectives

Performance Fact's strategic planning process utilizes a series of stakeholder-teams to guide clients through the development of a strategic alignment plan that embraces the community's diverse voices.

Each school system defines its relevant stakeholders, mindful of the paramount importance of broad-based, equitable representation within and across stakeholder groups.



A Core Planning Team (CPT), comprised of representatives of all relevant stakeholder-groups works closely with the Performance Fact team to ensure that the process and outcomes of the strategic planning process are responsive to local needs and realities. The Core Planning Team serves as an “integrator” of all input from all participants; it provides a “reality check” throughout all phases of the planning exercise.

## Phases of the Strategic Planning Process

Phases	Purpose, Process, Participants
<b>Phase 1: Is everyone <u>ready</u> to go?</b>	<i>Mobilization of the community</i> <ul style="list-style-type: none"> <li>Finalize project scope and calendar with Superintendent/Board</li> <li>Define planning teams, participants, and communication plan</li> <li>Conduct orientation and listening sessions with selected stakeholders</li> </ul>
<b>Phase 2: Where are we <u>now</u>?</b>	<i>Assessment of the current state</i> <ul style="list-style-type: none"> <li>Conduct focus groups or surveys to capture student voice and stakeholder voice</li> <li>Analyze student data using the 4-Lens™ data analysis protocol</li> <li>Conduct root-cause analysis of current state of student learning and professional practices</li> </ul>
<b>Phase 3: Where are we going next?</b>	<i>Purpose, student outcomes, and benchmarks</i> <ul style="list-style-type: none"> <li>Reaffirm purpose: vision, mission, core values, equity statements</li> <li>Clarify outcomes for students: goals and measures of success</li> <li>Set performance benchmarks: achievement targets</li> </ul>
<b>Phase 4: Is everyone still with us?</b>	<i>Reality check</i> <ul style="list-style-type: none"> <li>Conduct reality check with students</li> <li>Conduct reality check with family/community stakeholders</li> <li>Conduct reality check with school-level and district-level staff</li> </ul>
<b>Phase 5: How are we going to get there?</b>	<i>Building blocks, practices, strategies</i> <ul style="list-style-type: none"> <li>Articulate the Four Pillars (building blocks), or theory of action</li> <li>Define Professional Practices for Instructional Effectiveness</li> <li>Define Educational Strategies and Key Actions</li> </ul>
<b>Phase 6: Have we aligned resources to the plan?</b>	<i>Allocation of resources</i> <ul style="list-style-type: none"> <li>Identify major resource implications (people, time, money)</li> <li>Define guidelines for acquiring and allocating resources</li> <li>Realign organizational structure, as appropriate</li> </ul>
<b>Phase 7: Do we have a clear pathway for follow-through?</b>	<i>Roadmap for Disciplined implementation</i> <ul style="list-style-type: none"> <li>Secure formal approval of the plan (by the board)</li> <li>Develop Roadmap for disciplined implementation</li> <li>Define Year 1 priorities and develop implementation plan</li> </ul>

## What We Will Do: The Planning Model

### Equity-centered Strategic Planning Framework

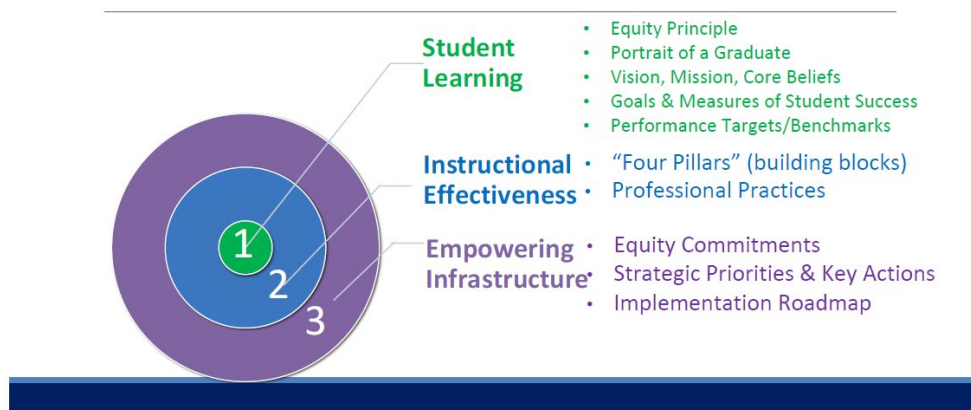


What data do we have?	What does the data say? and Why does the data look that way?	What are we going to do about it all?
Student Data from multiple sources	Student learning Areas of Strength and Areas of Concern  and “Root causes” (underlying causes) of the current state of student learning, growth, and success	<ul style="list-style-type: none"> <li>• Student Learning</li> <li>• Instructional Effectiveness</li> <li>• Empowering Infrastructure</li> </ul>

## What You Will Get: The Products

### Equity-centered Strategic Planning:

*“Ends and means in proper sequence.”*



# Level 2 Strategic Planning Process: 2021/2022 SY

Level 1: <b>Foundation</b>   Level 2: <b>Premier</b>   Level 3: <b>Premium</b>   DYO: <b>Design Your Own</b>	<u>1</u>	<u>2</u>	<u>3</u>	<u>DYO</u>
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## D A T A

### What data do we have?

<b>Student Data</b>	Compile multi-year student data from multiple sources.	○	●	○	
<b>Student Voice</b>	Administer online student survey <u>and</u> facilitate student focus group sessions.	○	●	○	
<b>Equity Indicators &amp; Measures</b>	Compile comprehensive data on indicators of educational equity (based on the report of the National Academies of Science, Engineering & Medicine)		●	○	
<b>Practitioners' Voices</b>	Administer online survey of teachers, leaders, and staff. (Optional; additional \$)			○	
<b>Parent/Family Voice</b>	Administer online survey of parents and care-givers. (Optional; additional \$)			○	
<b>Community Voice</b>	Administer online survey of community stakeholders. (Optional; additional \$)			○	

## A N A L Y S I S

### What does the data say?

<b>4-Lens™ Analysis of Student Data</b>	Analyze qualitative and quantitative student data using the 4-Lens™ protocol [Lens 1 – Growth; Lens 2 – Consistency; Lens 3 – Equity; Lens 4 – Standards]; determine highest-priority Areas of Strength and Areas of Concern, based solely on student data.	○	●	○	
<b>Equity Audit: Student Experiences</b>	Analyze disparities in student outcomes and access to opportunities and resources (based on the indicators of educational equity of the National Academies of Sciences, Engineering, and Medicine); determine the “equity challenges.”		○	○	

## D I S C O V E R Y

### Why does the data look that way?

<b>Assessment of the Standards-aligned Instructional System</b>	Assess the effectiveness of core academic programs relative to the components of a standards-aligned system: A – Standards; B – Assessments; C – Curriculum; D – Instruction; E – Instructional Materials & Resources; F – Interventions & Acceleration.	○	●	○	
<b>Root-cause Analysis</b>	Determine the underlying causes of the current state of student learning, growth, and success.	○	○	○	
<b>Equity Audit: Professional Practices, Services, &amp; Supports</b>	Conduct a rigorous evaluation of professional practices, services, and supports to clarify the causes of the disparities in outcomes and access among student-groups (i.e., the “equity challenges”).			○	

continued →

Level 1: <b>Foundation</b>   Level 2: <b>Premier</b>   Level 3: <b>Premium</b>   DYO: <b>Design Your Own</b>	<u>1</u>	<u>2</u>	<u>3</u>	<u>DYO</u>
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## SOLUTION

### What are we going to do about it all?

1. Student Learning					
<b>Portrait of a Graduate</b>	Articulate the qualities and attributes of a high school graduate: the knowledge, skills, and disposition of a graduate equipped for success at the next level.		○	○	
<b>Core Purpose</b>	Clarify the vision, mission, and core values of the organization.	○	○	○	
<b>Goals, Measures, Benchmarks</b>	Set the goals for student success; define the measures of student progress towards the goals, and specify the performance benchmarks (i.e., "excellence targets").	○	○	○	
<b>Equity Principles and Equity Challenge</b>	Articulate the organization's equity commitments and define specific targets for closing/eliminating the disparities in outcomes and access for identified student-groups (i.e., "equity challenge" populations).		○	○	

2. Instructional Effectiveness					
<b>"Four Pillars"</b>	Define the building blocks of a coherent, durable framework or theory of action; i.e., the capabilities that must be developed to realize the outcomes for students.	○	○	○	
<b>Professional Practices</b>	Outline the foundational teaching practices, leadership practices, and organizational practices essential for continuous improvement of instruction at every level.	○	○	○	
<b>Instructional Priorities: Core Subjects</b>	Outline the priorities for continuous improvement of each component of standards-aligned instructional system for the core subjects: A – Standards; B – Assessments; C – Curriculum; D – Instruction; E – Instructional Materials & Resources; F – Interventions & Acceleration.		○	○	
<b>Educational Strategies</b>	Define equity-focused high-impact strategies, processes, and for each Goal or Pillar (as appropriate).	○	○	○	

3. Empowering Infrastructure					
<b>Mission-focused Supports &amp; Services</b>	Define system-level services and supports to support students and schools, and to cultivate a high-trust, equitable, continuous learning, and accountable culture.		○	○	
<b>Leadership for Results</b>	Outline recommendations for strengthening leadership competence, confidence, and courage at every level, and for championing a culture of equitable access and equal outcomes for all students.		○	○	
<b>Implementation Roadmap</b>	Develop a detailed roadmap for disciplined implementation, including explicit milestones for Year 1 and a blueprint for Year 2 and Year 3.		○	○	
<b>Needs-based Resource Allocation</b>	Develop guidelines for equitable allocation of resources, with particular attention to closing/eliminating disparities in outcomes and access among student-groups.			○	

## FEES FOR PROFESSIONAL SERVICES

### Fees\*

Baseline Professional fees & expenses	\$115,000
Less discount (20%)	(\$23,000)
<u>Contract Total</u>	<u>\$92,000</u>

Parent Survey	\$ 3,150
All-Staff Survey	\$ 6,800
Community Survey	\$ 1,900

Included in Contract total are the Student Survey, Parent Survey, All-Staff Survey and the Community Survey.

MF 

3-21-22

\* Most sessions presumed to be virtual/remote, via zoom or equivalent. Selected sessions (e.g., full-day Core Planning Team kick-off or evening Community Forum) could be conducted in-person.

## PURCHASE ORDER PREVIEW

v.013014

VENDOR  
NO. 6019P.O. NUMBER  
24-00725

DATE: 08/09/2023

## VENDOR:

PERFORMANCE FACT, INC  
4022 BALFOUR AVENUE  
OAKLAND, CA 94610

## SHIP TO:

Attn To : Kimberly Tew  
PRINCETON PUBLIC SCHOOLS  
25 VALLEY ROAD  
PRINCETON, NJ 08540-

CONTROL NUMBER		ORDER DESCRIPTION			
QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	AGGREGATION	UNIT PRICE	EXTENSION
1	FEES	Fees for Student Survey Administration & Analysis  7062/11-000-221-890-0-07-00- (\$4,900.00)		4,900.0000	4,900.00
					\$4,900.00

PO Type **Open Market**User **GBYZEWSKI**Commit Date **08/22/2023**

# PURCHASE ORDER PREVIEW

v.013014

VENDOR  
NO. 6019

<b>P.O. NUMBER</b> 24-00844
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DATE: 08/30/2023

VENDOR:

PERFORMANCE FACT, INC  
4022 BALFOUR AVENUE  
OAKLAND, CA 94610

SHIP TO:

Attn To : Carol Kelley  
PRINCETON PUBLIC SCHOOLS  
25 VALLEY ROAD  
PRINCETON, NJ 08540-

CONTROL NUMBER		ORDER DESCRIPTION			
QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	AGGREGATION	UNIT PRICE	EXTENSION
1	EACH	Encumber for or professional services for the 2023-24 school year.		15,000.0000	15,000.00
		Payment schedule: October 1, 2023 \$7500. December 1, 2023 \$3750. February 1, 2024 \$3750.  9076/20-077-100-320-0-07-23-000 (\$15,000.00)			\$15,000.00

PO Type **Open Market**

User **SMCGREEVY**

Commit Date **08/30/2023**



**Princeton Public Schools**  
25 Valley Road Princeton, NJ 08540

This number must appear  
on all packages, invoices  
and correspondence.

TEL (609) 806-4205 \* FAX (609) 806-4225

**Purchase Order**  
**PO-25-00593**

**Budget Year: 2024-25**

**Ship To: INSIDE DELIVERY ONLY**

Princeton Public Schools  
25 Valley Road  
Princeton, NJ 08540

Attn:

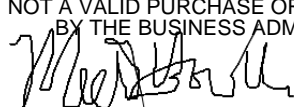
Performance Fact, Inc  
4022 Balfour Avenue  
Oakland, CA 94610

Attn: Kaye Jadrych

R-25-00693

			SC <input type="checkbox"/>	
			Coop <input type="checkbox"/>	
			BID <input type="checkbox"/>	
			QUOTE <input type="checkbox"/>	
Date of Order	Vendor #	Description		
8/12/2024	6019	Curr- Contracted Services		
QUANTITY	UNIT	ITEM & DESCRIPTION	UNIT COST	TOTAL COST
1	Fee	BKT / Mid-Year: Winter Administration of Survey – December 2024 End-of-Year: Spring Administration of Survey – April/May 2025	6,000.00	6,000.00
1	Fee	BKT / Mid-Year: January 2025 – Winter Administration of Survey End-of-Year: May 2025 – Spring Administration of Survey  Shipping Costs: None  Account 11-190-100-320-0-07-00-050 PROF ED SVCS PHS 1,950.00 11-190-100-320-0-07-00-070 PROF ED SVC JP 1,950.00 11-190-100-320-0-07-00-080 PROF ED SVCS LB 1,950.00 11-190-100-320-0-07-00-085 PROF ED SVS MS 1,950.00 11-190-100-320-0-07-00-090 PROF ED SVCS RS 1,950.00 11-190-100-320-0-07-00-110 PROF ED SVCS CP 1,950.00	5,700.00	5,700.00

**PLEASE MAIL THIS VENDOR DECLARATION BACK TO VALLEY ROAD WITH INVOICE**

<b>VENDOR'S DECLARATION - SEE REVERSE SIDE</b> I do solemnly declare and certify under the penalties of the law that the above bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by an person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	<b>ACCOUNTS PAYABLE VERIFICATION:</b> Claim checked for conformity to purchase order, receipt of goods or services & clerical accuracy.  By _____	<b>TOTAL THIS ORDER</b> <b>11,700.00</b>
X _____ Vendor's Signature	<b>SECRETARY'S CERTIFICATION:</b> Claim examined, audited and certified to the board.  By _____	<b>NOT A VALID PURCHASE ORDER UNTIL SIGNED BY THE BUSINESS ADMINISTRATOR</b>  Business Administrator/Board Secretary
X _____ Title	X _____ Date	Invoices exceeding order total will not be paid without authorization from Business Office

**VENDOR DECLARATION - SIGN AT (X) AND RETURN FOR PAYMENT**

All articles purchased are for the exclusive use of the Princeton Public Schools and are not subject to manufacturer's excise tax.

Equal opportunity employer. Affirmative action employer.

The Princeton Public Schools is an exempt organization coming under the provisions of Section 9 (a) (1) of Chapter 30, Laws of 1966 as amended. New Jersey Sales Tax exempt permit and number is not required.

All chemicals, chemical mixtures, and substances sold to the Princeton Public Schools, must be labeled in a prominent place with the chemical abstract services number(s) and must be supplied with product safety data sheets (OSHA) format (or equivalent) where applicable.

**APPENDIX**  
**REVISED CONTRACT LANGUAGE FOR BRC COMPLIANCE**  
**GOODS AND SERVICES CONTRACTS (INCLUDING PURCHASE ORDERS)**

N.J.S.A 52:32-44 imposes the following requirements on contractors and 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 a 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 of the 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.

**EXHIBIT A**  
**N.J.S.A 10:5-31 AND N.J.A.C 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION LANGUAGE**  
**GOODS AND SERVICES CONTRACTS (INCLUDING PURCHASE ORDERS)**

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

- The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such actions shall include, but not limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.
- The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.
- In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - Letter of Federal Affirmative Action Plan Approval
  - Certificate of Employee Information Report
  - Employee Information Report Form AA302
- The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO, as may be requested by the Division from time to time, in order to carry out the purposes of these regulations. Public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.