

**GLEN ROCK BOARD OF EDUCATION**  
Glen Rock, New Jersey 07452  
**HIGH SCHOOL/MIDDLE SCHOOL CAFETERIA**  
January 8, 2024

**- REORGANIZATION MINUTES -**

Mr. Canellas called the meeting to order at 7:00 PM. In accordance with the Open Public Meetings Act, Chapter 231, the Laws of 1975, notice of this meeting has been sent to all school offices, officially designated newspapers, filed with the Borough Clerk and posted in the Board of Education office, forty-eight (48) hours in advance of the meeting.

**MEMBERS PRESENT:** Ms. Carosella, Ms. Carr, Mr. Corey, Ms. Rundell  
Ms. Scarpelli, Ms. Stephenson

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Dr. Brett Charleston, Superintendent of Schools  
Mr. James Canellas, Business Administrator/  
Board Secretary  
Mr. Greg Van Nest, Asst. Superintendent  
16 Members of the Public  
0 Press Representative(s)

**ADEQUATE NOTICE OF MEETING**

In accordance with P.L. 1975 Chapter 231, notice of tonight's meeting was mailed to The Record and The Ridgewood News on January 3, 2023. Notice of this meeting was also mailed to the Borough Clerk and was posted on the bulletin board of the Board of Education Office in the Administration Building on the same date. Copies of the procedures in effect for Regular Board Meetings are available for the public at tonight's meeting.

**MISSION STATEMENT**

The Glen Rock School District founded on principles of education, in partnership with a supportive community, provides an exceptional education to all students to cultivate resilient, responsible and engaged global citizens.

**STATEMENT TO THE PUBLIC**

Often times it may appear to members of our audience that the Board of Education takes action with very little comment and in many cases by unanimous vote. Before a matter is placed on the agenda at a public meeting, the administration has thoroughly reviewed the matter with the Superintendent of Schools. If the Superintendent of Schools is satisfied and Board of Education President concurs that the matter is ready to be presented to the Board of Education, it is then placed on the agenda at the next Board of Education

meeting. The members of the Board work with the administration and the Superintendent of Schools to assure that they fully understand the matter. After the Committee of the Whole approves the matter, it is placed on the agenda for action at a public meeting. In rare instances, matters are presented to the Board of Education for discussion at the same meeting that final action may be taken.

**III. REORGANIZATION OF BOARD OF EDUCATION – Mr. James Canellas**

**R1. RESULTS OF ANNUAL SCHOOL ELECTION, November 7, 2023 as certified by the Bergen County Board of Elections:**

Board Candidates Results  
Three Three-Year Terms

	<b>Grand Total Votes Cast</b>
Damali Robinson	1,893
Edmund C. Hayward	1,998
Elizabeth Calvez	1,985

**R2. OATH OF OFFICE - NEWLY ELECTED MEMBERS - Mr. James Canellas**

Dr. Robinson, Mr. Hayward and Ms. Calvez were elected to full three-year terms.

They will now take the oath of office as Board of Education members, and repeat the oath after me:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New Jersey, and that I will bear true faith and allegiance to the same and to the Governments established in the United States and this State, under the authority of the people. (So help me God.)\*

I do solemnly swear that I possess the qualifications prescribed by law for the office of member of a Board of Education and that I will faithfully, impartially and justly perform all the duties of that office according to the best of my ability. (So help me God.)\*

\*(No individual shall be required to swear or affirm that part of the oath which states, "So help me God.")

**ROLL CALL - James Canellas, President pro-tem**

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>PRESENT</b>	√	√	√	√	√	√	√	√	√
<b>ABSENT</b>									

**AT THIS POINT, DR. ROBINSON, MR. HAYWARD AND MS. CALVEZ WILL BE ENTERED ON THE ROLL CALL AS PRESENT AND WILL BE ELIGIBLE TO VOTE ON ALL ITEMS ON THE AGENDA.**

**R3. NOMINATION FOR PRESIDENT**

**As President pro-tem, I state that nominations are now in order for the position of President of the Glen Rock Board of Education.**

**Mr. Canellas calls for nomination for President**

Motion by Ms. Rundell that Dr. Robinson be nominated for President.

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>									

Dr. Robinson has received a majority of the votes and is hereby declared to be duly elected as President of the Glen Rock Board of Education.

**Mr. Canellas: "The President pro-tem herewith turns over the conduct of the remainder of this meeting to the duly-elected President."**

**R4. NOMINATION FOR VICE PRESIDENT**

**President Robinson calls for nominations for Vice-President.**

Motion by Mr. Hayward that Ms. Rundell be nominated for Vice President.

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>									

Ms. Rundell has received a majority of the votes and is hereby declared to be duly elected as Vice President of the Glen Rock Board of Education.

**REORGANIZATION RESOLUTIONS**

**Motion made by Ms. Scarpelli Seconded by Mr. Corey to approve Resolutions R5 through R23 as listed below.**

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>									

**R5.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following District Mission Statement:

*The Glen Rock School District founded on principles of education, in partnership with a supportive community, provides an exceptional education to all students to cultivate resilient, responsible and engaged global citizens.*

*(Approved and adopted by the Glen Rock BOE May 8, 2017.)*

**R6. ADOPTION OF NEW JERSEY SCHOOL BOARD MEMBER CODE OF ETHICS**

Be it resolved that the following Code of Ethics for New Jersey School Board Members, as promulgated by the New Jersey School Boards Association, be adopted and included in the by-laws of the Board of Education:

- A. I will uphold and enforce all laws, rules and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.
- B. I will make decisions in terms of the educational welfare of children and will seek to develop and maintain public schools that meet the individual needs of all children regardless of their ability, race, creed, sex or social standing.
- C. I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.
- D. I will carry out my responsibility, not to administer the schools, but, together with my fellow board members, to see that they are well run.
- E. I will recognize that authority rests with the board of education and will make no personal promises nor take any private action that may compromise the board.
- F. I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.

- G. I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow board members, interpret to the staff the aspirations of the community for its school.
- H. I will vote to appoint the best qualified personnel available after consideration of the recommendation of the chief administrative officer.
- I. I will support and protect school personnel in proper performance of their duties.
- J. I will refer all complaints to the chief administrative officer and will act on the complaints at public meetings only after failure of an administrative solution.

**R7.** Be it resolved that the Board, upon recommendation of the School Business Administrator/ Board Secretary approves an annual maximum reimbursement amount for Board Trustees for the purposes of Regular Business Travel for the 2023 calendar year:

<b>Name</b>	<b>Position</b>	<b>Annual Maximum Amount</b>
Elizabeth Calvez	Board Trustee	\$500.
Stephanie Carosella	Board Trustee	\$500.
Elizabeth Carr	Board Trustee	\$500.
Daniel Corey	Board Trustee	\$500.
Edmund Hayward	Board Trustee	\$500.
Damali Robinson	Board Trustee	\$500.
Sinead Rundell	Board Trustee	\$500.
Sharon Scarpelli	Board Trustee	\$500.
Karyn Stephenson	Board Trustee	\$500.

**R8. ADOPTION OF THE 2024 CALENDAR OF BOARD OF EDUCATION MEETINGS**

Be it resolved that the Regular Meeting nights of the Board of Education be the last Monday of each month, except as listed, the Committee of the Whole meeting nights be the second Monday of each month, except as listed, and that meetings begin at 6:00 PM in the High School/Middle School Cafeteria or at such other location as specified by the Board of Education for the purposes of recessing to Closed Work Session. The Regular/Committee of the Whole Board Meeting will reconvene at 7:00 PM.

Be it further resolved that the proposed 2024 Board of Education meeting calendar, be approved and that mandated advertisements, postings of the calendar, or later adjustments be carried out in accordance with P.L. 1975 Chapter 231. (Attached as Appendix A)

**R9. DESIGNATION OF OFFICIAL BOARD OF EDUCATION NEWSPAPERS**

Be it resolved the Board designated The Record and The Ridgewood News as official newspapers of the Glen Rock Board of Education for bid advertisements;

Be it further resolved that the Board Secretary/School Business Administrator is authorized to advertise for bids and other legal advertisements.

**R10. SELECTION OF DEPOSITORIES**

Be it resolved the Board approves the following depositories for the deposit of Glen Rock Board of Education funds, subject to withdrawal by proper officers, as approved by the Board:

Bank of America  
The State of New Jersey Cash Management Fund

**R11. AUTHORIZED SIGNATURES FOR BANK ACCOUNTS**

Be it resolved the Board approves, upon recommendation of the Chief School Administrator, the authorized signatories for Bank Accounts as listed below.

Account Name	Signatures	Authorized Signatures
Custodian of Funds	3	J. Canellas, A. Kelly, Board President
Capital Projects	3	J. Canellas, A. Kelly, Board President
Payroll	1	A. Kelly, J. Canellas
Payroll Agency	2	A. Kelly, J. Canellas
Cafeteria	2	J. Canellas, D. Shilitz, B. Charleston
Student Activities-MS/HS	2	J. Canellas, D. Shilitz, B. Charleston
Athletics	2	J. Canellas, D. Shilitz, B. Charleston
Student Activities-Elementary	2	J. Canellas, D. Shilitz, B. Charleston
Community School-General	2	J. Canellas, D. Shilitz, L. Cubby
Community School-Trip	2	J. Canellas, D. Shilitz
Petty Cash	1	J. Canellas, D. Shilitz
N.J. Unemployment	1	J. Canellas, D. Shilitz
Taylor Scholarship	2	J. Canellas, D. Shilitz
Brock Wade Fund	2	J. Canellas, D. Shilitz
Winifred Whitehouse Bender Music Scholarship	2	J. Canellas, D. Shilitz

**R12. OPERATING EXPENSES AUTHORIZATION**

Be it resolved the Board authorizes the School Business Administrator and the Superintendent to issue payments for certain recurring operating expenses/necessary transfers of funds prior to the approval of the Board and have these payments ratified at the subsequent board meeting.

**R13. TAX SHELTER ANNUITY COMPANIES**

Be it resolved the Board, upon recommendation of the Chief School Administrator, approves the following tax shelter annuity companies:

AXA Equitable  
Lincoln Investment Planning, Inc.  
Oppenheimer Funds  
Variable Annuity Life Insurance Company  
The Vanguard Group

**R14. PROFESSIONAL SERVICES**

Be it resolved the Board, upon recommendation of the School Business Administrator/ Board Secretary approves the following resolution:

Whereas, there exists a need for legal services,

Whereas, there are funds available for these purposes, and

Whereas, the Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq. requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids must be publicly advertised.

Now, therefore, be it resolved by the Glen Rock Board of Education as follows:

- Fogarty and Hara, Esqs. be appointed to provide legal services;

This appointment is made without competitive bidding as “Professional Services” under the provisions of N.J.S.A 40:11-1 et seq. because such services are recognized professions licensed and regulated by law not allowing for competitive bids. (Attached as Appendix B)

Be it further resolved that a brief notice of this action shall be printed once in The Record or The Ridgewood News as required by law, within ten (10) days of its passage, stating its nature, duration, service and amount and that the resolution and contract are on file in the office of the Board of Education in the following form:

**Notice of Award of Professional Services**

*At its Reorganization Meeting of January 8, 2024, the Glen Rock Board of Education authorized the awarding of a contract to:*

*Fogarty & Hara, Esqs., Fair Lawn, NJ, to provide legal services to the district at the following hourly rates of \$175.00 per hour (partner) and \$155.00 per hour (associate).*

*This resolution and contracts are on file and available for public inspection at the Board of Education's Offices located at 620 Harristown Road, Glen Rock, New Jersey.*

**R15. PROFESSIONAL SERVICES**

Be it resolved the Board, upon recommendation of the School Business Administrator/ Board Secretary approves the following resolution:

Whereas, there exists a need for bond counsel services,

Whereas, there are funds available for these purposes, and

Whereas, the Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq. requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.

Now, therefore, be it resolved by the Glen Rock Board of Education as follows:

- Wilentz, Goldman & Spitzer, Esqs. be appointed to provide bond counsel services;

This appointment is made without competitive bidding as "Professional Services" under the provisions of N.J.S.A 40:11-1 et seq. because such services are recognized professions licensed and regulated by law not allowing for competitive bids. (Attached as Appendix C)

Be it further resolved that a brief notice of this action shall be printed once in The Record or The Ridgewood News as required by law, within ten (10) days of its passage, stating its nature, duration, service and amount and that the resolution and contract are on file in the office of the Board of Education in the following form:

**Notice of Award of Professional Services**

*At its Reorganization Meeting of January 8, 2024, the Glen Rock Board of Education authorized the awarding of a contract to:*

*Wilentz, Goldman & Spitzer, Esqs, Woodbridge, NJ, to provide bond counsel services to the district at the hourly rate of \$215.00 per hour (attorney).*



*This resolution and contracts are on file and available for public inspection at the Board of Education's Offices located at 620 Harristown Road, Glen Rock, New Jersey.*

**R16. PROFESSIONAL SERVICES**

Be it resolved the Board, upon recommendation of the School Business Administrator/ Board Secretary approves the following resolution:

Whereas, the Glen Rock Board of Education (hereinafter referred to as the "Board") has a need to retain the professional services of an Architect of Record pursuant to the provisions of N.J.S.A. 18A:18A-5(a)(1); and

Whereas, the Board solicited Requests for Proposals for an Architect of Record; and

Whereas, Parette Somjen Architects submitted a proposal indicating they will provide architectural services for the Glen Rock Board of Education in accordance with the Architect's proposal; and

Whereas, the Board finds that the proposal submitted by Parette Somjen Architects is most advantageous, price and other factors considered; and

Whereas, the Business Administrator/Board Secretary has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

Whereas, Parette Somjen Architects completed and submitted a Business Entity Disclosure Certification which certifies that Parette Somjen Architects has not made any reportable contributions to a political or candidate committee in the County of Bergen, Borough of Glen Rock or Glen Rock Board of Education in the previous one (1) year, and that the contract will prohibit Parette Somjen Architects from making any reportable contributions through the term of the contract. (Attached as Appendix D)

Now, therefore, be it resolved that Parette Somjen Architects shall be appointed as Architect of Record and that a contract for such services shall be awarded for the following reasons:

1. The fee structures proposed are most advantageous to the Board, price and other factors considered.
2. Experience and resources necessary to perform the contract have been demonstrated.
3. Reputation and responsibility of professional contractor are satisfactory.

Be it further resolved that:

1. The Board hereby appoints Parette Somjen Architects as Architect of Record for the period beginning January 1, 2024 through December 31, 2024.
2. The Board hereby approves the Standard Form of Agreement between Owner and Architect, which Agreement is attached hereto and made a part hereof.
3. The Board authorizes the Board President and the Business Administrator/Board Secretary to execute the Agreement and any other documents necessary to effectuate the terms of this resolution.
4. The Board hereby authorizes the Architect to amend the Long Range Facilities Plan as necessary, to prepare plans and specifications for such projects as authorized by the Board and to submit same for approval to the governmental authorities with jurisdiction over said projects.
5. The Business Disclosure Form shall be placed on file with this resolution and a notice of award shall be published in the official newspaper of the Board.

**Notice of Award of Professional Services**

*At its Reorganization Meeting of January 8, 2024, the Glen Rock Board of Education authorized the awarding of a contract to:*

*Parette Somjen Architects, Rockaway, NJ, to provide architectural services to the district at the following hourly rates of \$183.00 per hour (Partner) \$174.00 per hour (Senior Associate/Associate). Any additional architectural services to be billed in accordance with billing rates as set forth in the proposal.*

*This resolution and contracts are on file and available for public inspection at the Board of Education's Offices located at 620 Harristown Road, Glen Rock, New Jersey.*

- R17.** Be it resolved the Board, upon recommendation of the School Business Administrator/Board Secretary approves the following resolution:

Whereas, there exists a need for auditing services, and,

Whereas, there are funds available for these purposes, and

Whereas, the Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq. requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids must be publicly advertised. (Attached as Appendix E)

Now, therefore, be it resolved by the Glen Rock Board of Education as follows:

- Lerch, Vinci & Bliss, be appointed to provide auditing and accounting services

This appointment is made without competitive bidding as “Professional Services” under the provisions of N.J.S.A 40:11-1 et seq. because such services are recognized professions licensed and regulated by law not allowing for competitive bids.

Be it further resolved that a brief notice of this action shall be printed once in The Record or The Ridgewood News as required by law, within ten (10) days of its passage, stating its nature, duration, service and amount and that the resolution and contract are on file in the office of the Board of Education in the following form:

#### **Notice of Award of Professional Services**

*At its Reorganization Meeting of January 8, 2024, the Glen Rock Board of Education authorized the awarding of a contract to:*

*Lerch, Vinci & Bliss, Fair Lawn, NJ to provide auditing services for the audit ending June 30, 2024 at a rate of \$36,500.00. Reporting requirements of GASB Statement No. 34, Basic Financial Statements and Management’s Discussion and Analysis - for State and Local Government and with reporting requirements of GASB Statement No. 44, Economic Condition Reporting: the Statistical Sections at a fee of \$3,300.00. The Governmental Accounting Standards Board Statement No. 68 “Accounting and Financial Reporting for Pensions,” GASB Statement No. 75 “Accounting and Financial Reporting for Post-Employment Benefits Other than Pensions” and with reporting requirements of GASB Statement No. 84, Fiduciary Activities the fees for GASB No. 68 is \$3,300.00 and GASB No. 75 is \$2,700.00. The fee for the Data Collection Form SF-SAC is \$875.00. Any additional auditing and accounting services to be billed in accordance with billing rates as set forth in the proposal.*

*This resolution and contract are on file and available for public inspection at the Board of Education’s Offices located at 620 Harristown Road, Glen Rock, New Jersey.*

- R18.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the Glen Rock Public Schools Organizational Chart. (Attached as Appendix F)

**R19. APPOINTMENT OF NEW JERSEY SCHOOL BOARD ASSOCIATION LEGISLATIVE DELEGATE**

Be it resolved that the Board appoints Ms. Karyn Stephenson as the New Jersey School Board Association Legislative Delegate for the 2024 calendar year.

**R20.** Be it resolved that the Board, upon recommendation of the School Business Administrator/Board Secretary approves its sponsorship with each school's HSA, Federated HSA, Booster Club and Grad Ball, with respect to their liability for activities performed in pursuit of support for Glen Rock students.

**R21.** Be it resolved that the Board, upon recommendation of the Chief School Administrator adopts the policies, rules and regulations of the Glen Rock Board of Education, adopted by the Board to date, be confirmed and adopted for the 2024 calendar year; and further that the Board of Education honor contracts in existence to continue in force until superseded and/or canceled.

**R22.** Be it resolved that the Board, pursuant to N.J.S.A. 18A:18A-3 (a), designates James Canellas, School Business Administrator/Board Secretary, as the Qualified Purchasing Agent for the Board of Education and authorizes him to award contracts, in full accordance with the law, for purchases that do not exceed in the aggregate in a contract year the total sum of \$44,000.00 (bid threshold) without public advertising for bids. Furthermore, James Canellas is authorized to solicit competitive quotations pursuant to N.J.S.A 18A-18A-37 (a) and to award contracts pursuant to N.J.S.A 18A-18A-37 (c).

**R23.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following K-12 curriculum, which are aligned to the New Jersey Student Learning Standards:

- K-12 English Language Arts
- K-12 Mathematics and Computer Science
- K-12 Science
- K-12 Social Studies
- K-12 Visual and Performing Arts
- K-12 Comprehensive Health and Physical Education
- K-12 Technology
- K-12 21st Century Life and Careers
- K-12 World Languages
- High School Business
- 6-12 Learning Strategies
- K-12 English as a Second Language
- K-12 Library/Media Center

**PUBLIC COMMENTS (I OF II) AGENDA ITEMS ONLY**

The rules for public input at board meetings are contained in Glen Rock Policy 0167 - copies are available at each meeting.

**Meeting opened to public comments at 7:15 PM.**

None.

**Meeting closed to public comments at 7:15 PM.**

**GENERAL RESOLUTIONS**

**Motion made by Ms. Carr Seconded by Ms. Carosella to approve Resolutions G1 through G5 as listed below.**

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>			G2 & G3						
<b>ABSENT</b>									
<b>ABSTAIN</b>									

- G1.** Be it resolved that the Board of Education grants Susan McBride a leave of absence with pay for the 2024-2025 school year, at no cost to the district, in accordance with the terms of a Sidebar Agreement with the Glen Rock Education Association, dated December 13, 2021, which is hereby ratified.
- G2.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the final 2024-2025 school year calendar. (Attached as Appendix G)
- G3.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the draft 2025-2026 school year calendar. (Attached as Appendix H)
- G4.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following field trips for students which will occur at no district expense, except for the cost of substitute teachers and overnight stipends, if any for the chaperones accompanying the students:

Class/Club/Grade	School	Teacher(s)	Location
Grade 1	Byrd	K. Holmgren A. Groszew	Longo Planetarium Randolph, NJ
Grade 3	Byrd	M. Bautista M. Marx	Mayo Performing Arts Center Morristown, NJ
Grade 1	Coleman	S. Mulkay A. Losito	Mayo Performing Arts Center Morristown, NJ

Grade 3	Coleman	K. Mirkovic G. DiRico	Tenafly Nature Center Tenafly, NJ
Class of 2024	High School	R. Forstot* M. Davitt*	Six Flags Great Adventure Jackson, NJ
Business Class	High School	D. Hida* E. Morelli	Rutgers University Piscataway, NJ

\* Substitute Required

- G5.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves Jana Lee Consulting LLC, to conduct eight workshops and customized coaching cycles on Responsive Teaching Practices at a cost not to exceed \$40,000.00 to be funded by IDEA grant funds and charged to account number 20.250.200.320.00.000.

**BUSINESS RESOLUTIONS**

**Motion made by Ms. Stephenson Seconded by Mr. Hayward to approve Resolutions B1 through B3 as listed below.**

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>									

- B1.** Be it resolved that the Board, upon recommendation of the School Business Administrator/ Board Secretary, authorizes the procurement of goods and services through the state agency for 2024 as follows:

Whereas, Title 18A:18A-10 provides that a board of education without advertising for bids, or after having rejected all bids obtained pursuant to advertising, therefore, by resolution may purchase any goods or services pursuant to a contract or contracts for such goods or services entered into State by the Division of Purchase and Property, and

Whereas, the Glen Rock School district has the need, on a timely basis to procure goods and services utilizing state contracts, and

Whereas, the Glen Rock Board of Education desires to authorize its purchasing agent for the 2024 school year to make any and all purchases necessary to meet the needs of the school district throughout the school year,

Now therefore, be it resolved, that the Glen Rock Board of Education does hereby authorize the district purchasing agent to make purchase of goods and services entered into on behalf of the State by the Division of Purchase and

Property using all available State contracts, including but not limited to the following vendors:

Vendor	State Contract Number
AT&T	80811
Dell Marketing LP (Data Comm.Equip)	19-TELE-00656
Dell Incorporated (Software Lic.,Etc)	20-TELE-01510
Hertrich Fleet Services	17-FLEET-00210
Hewlett Packard	40116
Krueger Int'l	81720
Grainger	19-FLEET-00566 19-FLEET-00677
Verizon Business Network	85943
W.B. Mason Company Inc.	0000003
Xerox Corporation	40469

- B2.** Be it resolved that the Board, upon recommendation of the Business Administrator/Board Secretary, approves the District’s participation in the Middlesex Regional Educational Services Commission (MRESC), Educational Services Commission of New Jersey (ESCNJ), National Association of State Procurement Officials (NASPO), Hunterdon County Educational Services Commission (HCESSC), New Jersey School Board Association Cooperative Pricing System (NJSBA), Western States Contracting Alliance (WSCA) Camden County Educational Services Commission (CESSC), Bergen Bids, Camden County Educational Services Commission (CESSC), PEPPM National Technology Cooperative Purchasing Program, Omnia Partners National Cooperative, Somerset County Cooperative Pricing System (#2-SOCCP) and County of Passaic Cooperative (#38-PCCP) for the 2024 calendar year.
- B3.** Be it resolved that the Board, upon recommendation of the Business Administrator/Board Secretary, approves an agreement with Educational Data Systems for the District to participate in a cooperative pricing program for the 2024-2025 school year at an annual cost of \$6,245.00 for Educational Supplies and Materials.

**PERSONNEL RESOLUTIONS**

**Motion made by Ms. Scarpelli Seconded by Ms. Carr to approve Resolutions P1 through P11 as listed below.**

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>									

**P1.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the initial tenure track appointment of the following certificated staff members for the 2023-2024 school year, pending completion of all required paperwork:

Name	School/ Department	Position	Start Date	Step (Salary)	Account Number
Ashley Bochman	Central	School Counselor	01/22/2024	MA/Step 2 \$58,025. prorated	11.000.218.104.11.00.213
Ashley Delaney	Byrd/Central	Art Teacher	03/04/2024*	BA/Step 8 \$63,224. prorated	11.120.100.101.11.01.213

\*on or about

**P2.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves employment of the following personnel as office help at the Central Office for the 2023-2024 school year:

Name	Hourly Rate	Account Number
Katharine Weyant	\$15.13	11.000.230.100.05.42.210

**P3.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves the end date of the additional instructional assignment of one extra class (i.e., overage) at 12.5% of the employee’s base salary for the duration of the assignment for the following Middle School faculty member:

Name	Subject	Duration
Tracy Tellis	Special Education	10/16/2023 - 12/15/2023



- P4.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves payment of mentor fees to the following mentors for the 2023-2024 school year charged to account number 11.000.223.110.31.00.000:

<b>Mentee</b>	<b>Mentor</b>
Kevin Hughes	Rochelle Forstot
Megan McGarry	Marina Majbour

- P5.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves a leave of absence for Middle School Employee ID #047830, as follows:

<b>Type of Absence</b>	<b>From</b>	<b>To</b>
FMLA and/or NJ FLA	03/06/2024	06/21/2024
FMLA and/or NJ FLA	08/28/2024	10/11/2024

- P6.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves an adjusted leave of absence for Hamilton School Employee ID #047589, as follows:

<b>Type of Absence</b>	<b>From</b>	<b>To</b>
FMLA and/or NJ FLA	12/11/2023 no change	01/17/2024 new date

- P7.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves an adjusted leave of absence for High School Employee ID #043788, as follows:

<b>Type of Absence</b>	<b>From</b>	<b>To</b>
Medical Leave of Absence	01/16/2024 new date	02/22/2024 no change
FMLA and/or NJ FLA	02/23/2024 new date	05/23/2024 no change

- P8.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves an adjusted leave of absence for High School Employee ID #046655, as follows:

Type of Absence	From	To
Medical Leave of Absence	01/12/2024 new date	01/26/2024 new date
FMLA and/or NJ FLA	01/29/2024 new date	05/17/2024 no change

- P9.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves an adjusted leave of absence for Special Services Employee ID #045560, as follows:

Type of Absence	From	To
Medical Leave of Absence	11/27/2023 no change	12/11/2023 no change
FMLA and/or NJ FLA	12/12/2023 no change	04/10/2024 new date

- P10.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, accepts with regret, the resignation of the following staff member for personal reasons, in accordance with the provisions of the GRBOE/GREA negotiated agreement:

Name	Position	Effective Date
Olga Tsoy	Special Education/Mathematics Teacher High School	03/04/2024*

\*on or about

- P11.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following Travel and Conferences for professional development and training purposes as specified below:

Attendee	School/ Department	Program	Location	Date	Cost	Account Number
B. Charleston	District	TECHSPO	Atlantic City, NJ	01/24/2024 - 01/26/2024	\$1,188.84	11.000.230.580.05.00.000
S. Kupka*	Middle School	Increase Students' Mindfulness	Virtual	01/25/2024	\$279.	11.000.230.580.21.01.251
L. Horton	Hamilton	NJIDA Winter Institute Food for Thought	Virtual	02/03/2024	\$120.	11.000.223.580.13.00.000
V. Ehrmann	Hamilton	NJIDA Winter Institute Food for Thought	Virtual	02/03/2024	\$120.	11.000.223.580.13.00.000
S. Goncalves	Hamilton	NJIDA Winter Institute Food for Thought	Virtual	02/03/2024	\$120.	11.000.223.580.13.00.000

E. Ferreira	Byrd/ Hamilton	NJIDA Winter Institute Food for Thought	Virtual	02/03/2024	\$120.	11.000.223.580.13.00.000
T. Tellis*	Middle School	Differentiated Instruction	Virtual	02/06/2024	\$279.	11.000.223.580.21.49.251
E. Manoochchri	Middle School	Self-Regulation Interventions for Children & Adolescents	Virtual	02/09/2024	\$249.99	11.000.218.580.23.23.251
J. Parsons*	Byrd	NJAHPERD Annual Convention	Princeton, NJ	02/26/2024 - 02/27/2024	\$387.80	11.000.223.580.10.00.000
M. Della Fortuna	District	AMTNJ Spring Conference	New Brunswick, NJ	03/15/2024	\$32.90	11.000.223.580.31.00.002
N. Hirsch	District	AMTNJ Spring Conference	New Brunswick, NJ	03/15/2024	\$51.04	11.000.221.580.31.27.251
G. Van Nest	District	ASCD Pre Conference	Washington, DC	03/22/2024 - 03/25/2024	\$460.	11.000.230.580.31.00.001

\* Substitute Required

**NOTE: Conference/Workshop reimbursements are estimated costs. Actual reimbursements to be made in accord with Board Policy, N.J.S.A. 18A:11-12 and the State’s regulations regarding travel covered under Circular Letter 08-13-OMB and any subsequent Circular Letters which may be issued by the State Office of Management and Budget. The costs for applicable substitute teachers will be in addition to travel costs.**

**HIB RESOLUTION**

**Motion made by Ms. Carr Seconded by Ms. Scarpelli to affirm the decision made in GRHSHIB-256451, as reported by the Chief School Administrator during the December 11, 2023 Closed Work Session Meeting.**

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>		√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>	√								

**PUBLIC COMMENTS (II OF II)**

**Meeting opened to public comments at 7:20 PM.**

A High School student spoke about the process of dropping his AP Economics class once he realized he would be better suited in another class. After numerous meetings he does not understand why he cannot switch classes, noting that it would fit seamlessly into his current schedule. He asked for the Board’s help.

**Meeting closed to public comments at 7:25 PM.**

**OLD BUSINESS**

- PreK Expansion Grant

**NEW BUSINESS**

- Next Meeting Date: January 22, 2024

**Motion made by Ms. Carr Seconded by Ms. Scarpelli to adjourn to Closed Session to discuss an HIB matter. No action will be taken.**

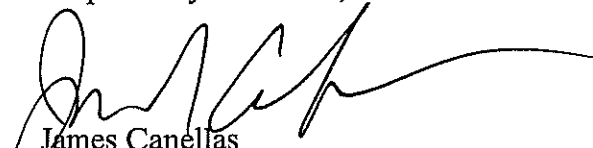
	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>									

**ADJOURNMENT**

**Motion made by Ms. Carr Seconded by Ms. Scarpelli to adjourn the Reorganization Meeting of January 8, 2024 at 8:20 PM.**

	Ms. Calvez	Ms. Carosella	Ms. Carr	Mr. Corey	Mr. Hayward	Dr. Robinson	Ms. Rundell	Ms. Scarpelli	Ms. Stephenson
<b>YES</b>	√	√	√	√	√	√	√	√	√
<b>NO</b>									
<b>ABSENT</b>									
<b>ABSTAIN</b>									

Respectfully submitted,



James Canellas  
 Business Administrator/ Board Secretary

# APPENDIX

## A

## 2024 Glen Rock Board of Education Meeting Dates

Monday, January 8, 2024 - Reorganization

Monday, January 22, 2024

Monday, February 12, 2024

Monday, February 26, 2024

Monday, March 4, 2024

Monday, March 18, 2024

Monday, April 8, 2024

Monday, April 22, 2024

Monday, May 6, 2024

Monday, May 20, 2024

Monday, June 10, 2024

Monday, June 24, 2024

Monday, August 26, 2024

Monday, September 9, 2024

Monday, September 23, 2024

Monday, October 14, 2024

Monday, October 28, 2024

Monday, November 11, 2024

Monday, November 25, 2024

Monday, December 16, 2024

Monday, January 6, 2025 - Reorganization

Approved at the January 8, 2024 Reorganization Meeting

# APPENDIX

## B

AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Glen Rock Board of Education, which has offices located at 620 Harristown Road in the Borough of Glen Rock, County of Bergen and State of New Jersey (hereinafter referred to as the "Board"), and the law firm of Fogarty & Hara, Esqs., which has offices located at 21-00 Route 208 South in the Borough of Fair Lawn, County of Bergen and State of New Jersey (hereinafter referred to as "Law Firm").

WITNESSETH:

WHEREAS, the Board is desirous of appointing the Law Firm as Board Attorney;

WHEREAS, the Law Firm is desirous of accepting the appointment;

WHEREAS, the parties are desirous of memorializing the terms of its appointment in an agreement; and

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Board agrees to retain the Law Firm and the Law Firm agrees to accept appointment to the position of Board Attorney.



2. When requested, the Law Firm agrees to provide oral and written legal advice to the Board and members of the administration, represent the Board in litigation, to negotiate contracts, and attend meetings of the Board, committees of the Board and administration when necessary in connection with providing legal services for the Board.

3. All legal services furnished by the Law Firm shall be in accordance with the rules of ethics and code of professional conduct governing attorneys of the State of New Jersey.

4. During the performance of this Agreement, the Law Firm agrees as follows:

(a) The Law Firm 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. The Law Firm will ensure that equal employment opportunity is afforded to such applicants in employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal opportunity employment shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Law Firm agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

(b) The Law Firm will in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, 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.

(c) The Law Firm 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 Law Firm's

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commitments under the Law Against Discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Law Firm agrees to comply with the 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.

(e) The Law Firm agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

(f) The Law Firm agrees to inform in writing 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.

(g) The Law Firm 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.

(h) In conforming with the targeted employment goals, the Law Firm 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.

(i) The Law Firm shall furnish such reports or other documents to the Division of Public Contracts and Equal Employment Opportunity Compliance Office as may be requested by the Division from time to time in order to carry out the purposes

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of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts and Equal Employment Opportunity Compliance Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

(j) The Law Firm shall comply with the requirements of "Exhibit A, Mandatory Affirmative Action Language - Goods, Services and Professional Services Contracts" which is attached hereto and incorporated by reference as if set forth herein at length.

5. The Law Firm shall charge and the Board agrees to pay the Law Firm for their services at the hourly rate of One Hundred Seventy-Five Dollars (\$175) for a partner, One Hundred Fifty-Five Dollars (\$155) for an associate, and One Hundred Twenty-Five Dollars (\$125) for a law clerk. In addition, the Board shall reimburse the Law Firm for disbursements incurred in connection with the rendering of legal services, exclusive of telephone bills, first class postage, routine photocopying expenses and secretarial overtime. An itemized bill shall be submitted to the Board for payment at the next regularly scheduled meeting on a monthly basis.

6. This Agreement shall be effective as of the 2024 reorganization meeting and shall continue until the next organization meeting of the Board, at which time this Agreement may be renewed by the Board. Nothing contained herein shall be interpreted as preventing either party from terminating this Agreement upon notice to the other party. Upon termination of this Agreement, the Law Firm agrees to represent the Board in all outstanding litigation unless the Board desires to have another law firm assume full responsibility for the lawsuit.

WITNESS:

GLEN ROCK BOARD OF EDUCATION

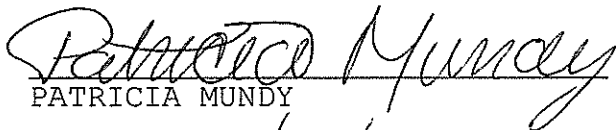
\_\_\_\_\_  
JAMES CANELLAS  
Business Administrator/  
Board Secretary

BY: \_\_\_\_\_  
Board President

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

WITNESS:

FOGARTY & HARA

  
PATRICIA MUNDY

BY: \_\_\_\_\_  
RODNEY T. HARA

DATED: 12/22/23

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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



applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

[www.state.nj.us/treasury/contract compliance](http://www.state.nj.us/treasury/contract/compliance)

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

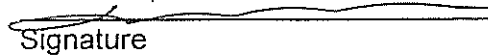
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## I. Part I – Vendor Information

Vendor Name:	Fogarty & Hara, Counsellors-at-Law		
Address:	21-00 Route 208 South		
City:	Fair Lawn	State: NJ	Zip: 07410

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Rodney T. Hara Partner  
Signature Printed Name Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$0.00

- Check here if disclosure is provided in electronic form.
- Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

HARA, RODNEY T

ADDRESS:

21-00 ROUTE 208 SOUTH  
FAIR LAWN NJ 07410-2604  
EFFECTIVE DATE:

08/27/04

TRADE NAME:

FOGARTY & HARA

SEQUENCE NUMBER:

0072373

ISSUANCE DATE:

11/10/14



Director  
New Jersey Division of Revenue

FORM-BRC

~~This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.~~

104-081-0205846V

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2027



FOGARTY & HARA, COUNSELLORS-AT-LAW  
21-00 ROUTE 208S  
S. FAIR LAWN NJ 07410



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

# APPENDIX

## C

## **BOND COUNSEL SERVICES AGREEMENT**

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between THE BOARD OF EDUCATION OF THE BOROUGH OF GLEN ROCK IN THE COUNTY OF BERGEN, hereinafter designated as the "Board of Education" and sometimes referred to herein as the "School District," party of the first part, and WILENTZ, GOLDMAN & SPITZER, P.A., Attorneys at Law with offices at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter designated as "Bond Counsel," party of the second part:

### **WITNESSETH:**

1. The Board of Education desires to authorize the issuance of School District obligations for various capital projects and other purposes and to provide for the terms and the security of such bonds and notes in accordance with Title 18A, Education, of the New Jersey Statutes and other applicable laws or to provide for its capital projects and financings by some alternative means. The Board of Education desires to undertake such transactions at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services to the School District:

A. Bond Counsel will advise the School District as to the alternate methods of financing capital projects and other purposes.

B. Bond Counsel will prepare a tentative time-table for the steps to be taken for any financing and will submit it for review to the appropriate Board representatives.

C. Bond Counsel will draft the resolution authorizing any proposal to be submitted to the voters at a special or annual school district election.

D. Bond Counsel will help make necessary applications to appropriate State agencies.

E. Upon approval by the voters, Bond Counsel will work, together with the appropriate representatives of the Board, to assemble and to review a record of proceedings.

F. When the Board of Education determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale. Bond Counsel will see to the printing and to the distribution of the Official Statement to those financial institutions that customarily submit bids for new bond issues of that type. Bond Counsel will arrange for the publication of the notice of sale in The Bond Buyer and other required places and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and will see to the execution of the necessary closing certificates and will establish the time and the place for the

delivery of the bonds to the successful bidder. Bond Counsel will attend the closing, at which time the bonds will be delivered, payment will be made for the bonds and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

G. Should the Board of Education determine to engage in short-term financing through the issuance of temporary notes or other obligations, Bond Counsel will prepare the necessary resolutions or other operative documents to authorize the sale of such notes or obligations. When the purchaser and the details of the obligations have been determined, Bond Counsel will prepare the obligations for execution and will prepare the appropriate closing papers and an approving legal opinion with respect to the obligations. Generally it is not necessary for Bond Counsel to attend the closing for notes. The School District will be authorized to release the approving legal opinion of Bond Counsel when the appropriate closing documents are executed and delivered and payment for the notes has been received. Unless requested otherwise, Bond Counsel will forward notes, closing papers and the approving legal opinion to the Business Administrator for execution and delivery.

H. Bond Counsel will provide advice in regard to the effect of arbitrage regulations on the issuance of bonds, temporary notes or other obligations and the investment of the proceeds thereof.

I. In the event the School District decides to enter into a capital lease, equipment lease or energy savings improvement program financing, Bond Counsel will advise the School District as to alternatives and the appropriate procedures, will draft all necessary documents and instruments, will assist in the application for any necessary State approvals and will deliver an opinion as to the validity and the enforceability of the lease or other obligations and the exemption from federal income taxes of the portion of any payment deemed to be interest on the obligation.

3. The School District will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For basic services rendered in connection with the preparation for a bond referendum through the review of the record of proceedings in connection therewith, the fee will be \$5,000.

B. For basic services rendered in connection with a permanent bond sale, the fee will be \$7,500, plus \$1.00 per thousand dollars of bonds issued.

C. The base fee for each temporary financing issue not involving preparation of an Official Statement or attendance at the closing shall be \$.60 per thousand dollars of notes, with a minimum fee of \$7,500 for temporary notes.

D. The following services will be rendered at an hourly rate of \$215 for attorney time in connection with: arbitrage compliance and related tax analysis, review of financial analysis and/or tax impact analysis, drafting or review of voter educational materials, services involving private placement due diligence

assistance work in connection with the issuance of obligations, drafting and/or review of transactional documents, attendance at meetings, conference calls, attention to any litigation that may occur, construction contract drafting, review or negotiations and procurement advice, negotiation, review or drafting of applications for financial assistance including BPU grants, energy rebates, tax credits, solar renewal energy certificates or similar financial programs, applications to State agencies, including, but not limited to, the State Department of Education, the Local Finance Board, the Schools Development Authority or other agencies, drafting and/or review of any related legal opinions, review of documents and rendering of legal opinions required in connection with the issuance of a credit support such as bond insurance or a letter of credit, applications to the Federal Reserve Bank for investments of proceeds of obligations in State and Local Government Series Obligations and any research and analysis and services rendered beyond the scope of the services described in this Agreement. In the event any transaction cannot be completed except for a refunding issue as set forth below, the fee to be charged will be a reasonable one, based on the services performed and the hourly rates set forth in this subsection.

E. For services rendered in connection with energy savings obligation refunding bonds or equipment lease purchase agreements under an Energy Savings Improvement Program, an energy savings equipment lease or a capital facilities lease, the base fee will be \$15,000 plus \$1.00 per thousand dollars of securities issued.

F. For services rendered in connection with an ordinary equipment lease in an amount not exceeding \$1,000,000, our fee will be \$3,500; in an amount not exceeding \$2,000,000, our fee will be \$4,500; in an amount not exceeding \$3,000,000, our fee will be \$5,500; in an amount not exceeding \$4,000,000, our fee will be \$6,500; and in an amount exceeding \$4,000,001, our fee will be \$7,500.

G. In the event of a refunding, a fee will be quoted based upon the structure of the proposed financing and the services required. No fee will be charged for a refunding issue unless and until the transaction is completed.

H. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or a transaction is abandoned prior to completion, or this Agreement is terminated prior to the sale of bonds or completion of a transaction, the fee to be charged shall be a reasonable one, based on the services performed at the hourly rates set forth herein.

I. For services rendered in connection with the drafting and/or review of the specifications in connections with the procurement of a power purchase agreement and review and/or drafting of power purchase agreements the base fee will be \$30,000.

J. Customary at-cost disbursement expenses incurred in connection with the provision of bond counsel services shall also be charged in addition to the fees referred to herein. Such disbursements include photocopying, delivery



and postage costs, newspaper publication costs, paralegal overtime, and where applicable, the costs of printing bond official statements. Please know, however, that we make every reasonable effort to limit such costs.

4. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination. It is anticipated that it will remain in effect until completion of the District's capital project.

5. Bond Counsel and the Board of Education incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.5(a) and N.J.A.C. 17:27-3.7 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.5(a) and N.J.A.C. 17:27-3.7.

6. Bond Counsel and the Board of Education hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, the Board of Education has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

THE BOARD OF EDUCATION OF THE  
BOROUGH OF GLEN ROCK IN THE  
COUNTY OF BERGEN

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

WILENTZ, GOLDMAN & SPITZER, P.A.

By: \_\_\_\_\_  
Charles Anthony Solimine, Esq.,  
Shareholder

**(REVISED 4/10)**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

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

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed,

color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

# APPENDIX

## D



7 December 2023

Mr. James Canellas  
Business Administrator  
Glen Rock Board of Education  
620 Harristown Road  
Glen Rock, NJ 07452

Re: Glen Rock Board of Education  
Architect of Record for the 2024 Calendar Year

Dear Mr. Canellas:

First, a thank you to you and the Board of Education for your continued support of our firm. As requested, enclosed are the documents necessary for our re-appointment and for your files. This document will act as our Architect of Record agreement and as before, there are no fees charged for our appointment alone. This appointment merely allows us to be on standby to assist whenever a project is identified.

Our process remains unchanged. When a project is identified we will prepare a specific proposal outlining project scope, professional services, and project fees. It is only when that project is authorized and worked on will we bill. Lastly, we have made some adjustments to our hourly rates that we believe are fair based on a variety of circumstances. More importantly I wanted to remind you that while our hourly rates are provided they are place holders, our fee proposals will remain fixed fee based.

- 2024 Architect of Record Agreement
- Exhibit A - 2024 Fee Schedule
- Exhibit B - Mandatory Equal Employment Opportunity Language
- Political Contribution Disclosure Form
- Stockholder Disclosure Certificate
- Certificate of Employee Information Certificate
- Business Registration Certificate
- W-9 Form
- Disclosure of Investment Activities in Iran
- Insurance Certificates

We look forward to continuing our working relationship with you and the Board of Education. The confidence that you and the remainder of the district put in our team is very much appreciated.

Please sign the Architect of Record Agreement and return to our office. I will then sign and return a copy for your records. Please remember to publish our appointment in the newspaper as well.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,  
PARETTE SOMJEN ARCHITECTS LLC

By: Gregory Somjen, AIA  
Member

enclosure

**AGREEMENT**

**-BETWEEN-**

**GLEN ROCK  
BOARD OF EDUCATION**

**-AND-**

**PARETTE SOMJEN ARCHITECTS, LLC**

***FOR PROFESSIONAL SERVICES  
AS  
ARCHITECT OF RECORD***

***For the period  
January 1, 2024 – December 31, 2024***

**Dated:**

## A G R E E M E N T

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **GLEN ROCK BOARD OF EDUCATION** (“Board”), located at 620 Harristown Street, Glen Rock, NJ 07452 and **PARETTE SOMJEN ARCHITECTS, LLC** (“Provider”), located at 439 Route 46 East, Rockaway, New Jersey 07866 for the January 1, 2024 through December 31, 2024 Calendar Year.

### RECITALS

**WHEREAS**, the Board has determined that it needs to retain an architect to provide professional services as Architect of Record to the Board (“Services”); and

**WHEREAS**, the Provider is duly licensed by the State of New Jersey to provide the necessary Services; and

**WHEREAS**, the Board solicited multiple proposals from full service architectural firms, including Provider, to provide the Services; and

**WHEREAS**, the Board has determined the Provider’s proposal to be most advantageous to the Board; and

**WHEREAS**, pursuant to N.J.S.A. 18A:18A-5(a)(1), a contract retaining the services of the Provider may be negotiated and awarded by the Board via resolution, at a public meeting, without publicly advertising for bids, as the subject matter of said contract involves professional services; and

**WHEREAS**, it is the intention of the Board and the Provider to enter into an Agreement regarding the provision of the Services.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements contained herein, the Board and Provider agree as follows:

The above recitals are repeated and incorporated as a material part of this Agreement.

1. Term. The Term of this Agreement shall not exceed one (1) year, commencing on the date of this Agreement, and concluding on the first anniversary of same. .
2. Provider Responsibilities.
  - A. The Provider and the Board enter into this Agreement for the express and sole purpose of having the Provider perform its professional services on multiple projects for the Board. It is understood that requests for these multiple projects will be made from time to time by the Board. The requests will be formalized in writing and identify the project scope, professional services, professional fee (if other than the hourly rates outlined herein). These requests will be considered supplements to the Architect of Record agreement.
  - B. Provider shall not provide any Services until requested to do so by the Board. Further, prior to providing any Services under this Agreement, Provider and Board shall agree, in writing to the project scope, the Scope of the Architect’s services, and to the method of compensation for Services, i.e. lump sum or hourly rate, and anticipated reimbursable expenses (as outlined in Exhibit A).



- C. The Provider and anyone providing the Services on behalf of the Provider shall provide the Services in accordance with the generally accepted standards of members of the same profession.
- D. The Provider shall provide the Board, if requested, with copies of documentation confirming that anyone providing the Services on behalf of the Provider has the certifications, licenses, skills and experience necessary to provide the Service. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.
- E. The Architect shall review laws, regulations, codes and standards in effect as of the date of the project that are applicable to the Architect's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project. Should laws, codes and standards change after the Owner has approved the Construction Documents for a project, during the project requiring the Architect to make changes, such changes will be provided as an additional service. The Provider and anyone providing the Services on behalf of the Provider shall, without limitation of the aforementioned, comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990.
- F. When providing opinions or estimates of probable construction costs upon the request of the Board, such estimates are based on Provider's experience and qualifications and only represents Provider's judgment as a professional generally familiar with the industry. It is recognized that neither the Provider nor the Board have control over, among other things: (1) the cost of labor, materials or equipment, (2) the Contractor's methods of determining bid prices, (3) competitive bidding, market or negotiating conditions, or (4) costs of governmental approvals. Accordingly, Provider cannot and does not warrant or represent in any manner the actual cost of construction.
- G. If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall
- .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  - .4 implement any other mutually acceptable alternative.
- H. If the Owner chooses to proceed under Section G.3, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section G.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article G.

3. Board Responsibilities.

- A. The Board shall compensate the Provider in accordance with the Compensation provisions of this Agreement.
- B. The Board shall provide information in a timely manner. For purposes of this Agreement, a decision by the Board shall be timely if made by the Board at its next regularly scheduled meeting after receipt of notice of the need to provide the information in sufficient time to be placed on the Board's agenda for the next regularly scheduled meeting.
- C. Unless designated otherwise in writing, the Business Administrator shall be designated as the Board's representative authorized to act on the Board's behalf, except for those matters requiring approval by the Board.

4. Compensation.

- A. Upon compliance with paragraph 2(B) of this Agreement, the Provider shall provide the Board with the Services for the agreed upon fixed fee for the specified project. In the absence of a fixed fee the Provider shall provide the Board with services at the rates set forth in the provider's proposal attached as exhibit A, which rates shall remain constant throughout the term of this agreement.
- B. The Provider shall not be entitled to compensation unless the Provider actually provides the Services, e.g., the Provider shall not be entitled to compensation if the Provider is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Provider, the Board, its officers, agents, contractors or students. The Board shall use its best efforts to avoid cancellations. The Board shall not be subject to a fee or a fine or penalty or prejudice in the event it is required to cancel the requested or scheduled services. However, in the event the Board requests services and the Provider performs those services before receiving any written notice of cancellation by the Board, then the Provider shall be compensated for those such services actually performed in accordance with this Agreement.
- C. The Provider shall submit duly verified monthly invoices to the Board. The Board shall approve the Provider's invoice at the next regularly scheduled Board meeting following the Administration's payment recommendation. The Board shall make payment to the Provider on the approved invoice during the next payment cycle following its approval of the invoice.
- D. If an invoice is disputed, notification of such dispute will be made in writing within fourteen (14) calendar days following the Board's next regularly scheduled meeting. The Provider will expect payment of all non-disputed, invoiced amounts in order for services not to be suspended or terminated.
- E. Should the Board fail to make payment of undisputed sums as set forth in Paragraph 4 (D) of this Agreement, the Board shall be liable for the amount of money owed under the Agreement, plus an annual interest rate equal to the prime rate plus 1%.

Disputes regarding whether a party has failed to make payment required hereunder may, at the determination of both parties, be submitted to a process of alternative dispute resolution notwithstanding anything to the contrary herein.

5. Suspension and Termination.

- A. On ten (10) calendar days written notice, the Board may suspend or terminate this Agreement, with or without cause, for any and all reasons and without penalty or prejudice. In the event of such termination, the Provider shall be paid any undisputed charges for work performed prior to the effective date of termination in accordance with the payment terms of this Agreement.
- B. The Board's suspension or termination of this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Board pursuant to this Agreement or as may exist at law or in equity, including but not limited to claims of errors and omissions and specific performance.
- C. Should the Board suspend or terminate this Agreement, the Provider agrees to cooperate and provide all information requested by the Board in connection with the completion of the Services. Notwithstanding anything to the contrary herein, the Provider shall only be obligated to cooperate with the Board and provide information to the Board to the extent that payment for said reasonably undisputed services has been made by the Board. In addition, while the Provider shall maintain liability for the services provided, any changes to the documents provided to the Board are the responsibility of the Board or others and the Board agrees to indemnify the Provider for changes to those documents that are made without the Provider's consent.
- D. The drawings, specifications, plans and other related documents prepared by the Provider in the course of its performance under the terms of this Agreement, including those in electronic media form, hard copy or otherwise, shall be the property of the Provider. However, the Provider grants a license to the Board to use such documents without the Provider's further consent for the design or completion of the project(s) for which they are intended. Accordingly, the Provider shall provide copies of same to the Board, upon the Board's request, in the event of this Agreement's termination and once payment to the Provider is made in full for all services. Any such payment to the Provider shall be without prejudice to the Board's ability to recover disputed fees. Any changes to the documents provided to the Board are the responsibility of the Board or others and the Board agrees to indemnify the Provider for changes to those documents that are made without the Provider's consent.
- E. If the Board fails to make payments to the Architect in accordance with this Agreement, the Architect may, at its option, upon providing the Board with seven (7) business day's written notice, suspend or terminate performance under this Agreement.

6. Indemnification. The Provider shall indemnify and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from (a) any intentional or negligent act, error, or omission or failure to perform the Services by the Provider or anyone performing the Services

on behalf of the Provider or (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Provider or anyone performing the Services on behalf of the Provider.

7. Insurance. The Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:
  - (a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00); the General Liability Insurance Policy and the Excess/Umbrella Liability Insurance shall name the Board of Education as an additional insured.
  - (b) Workers Compensation Insurance coverage in the statutory amount.  
  
Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and
  - (c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

No later than the execution of this Agreement, and upon the Board's request from time to time, the Provider shall provide to the Board a certificate of insurance evidencing the coverage set forth above in (a) (b) and (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Provider shall also provide, upon the Board's reasonable request, full and complete copies of the insurance policies required by (a) (b) and (c) above.

8. Conflict of Interest. The Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing the Services on behalf of the Provider are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.
9. Inconsistency. In the event any provision of this Agreement conflicts in whole or in part with the Proposal regarding the services to be provided, the Provider shall provide the Services that require the greater level of service. For all other conflicting provisions not involving the provisions of Services, e.g., indemnification, dispute resolution, payments, etc., then the provisions of this Agreement shall control. The Proposal shall not be construed to impose duties or obligations on the Board beyond those set forth in this Agreement.
10. Entire Agreement. This Agreement represents the entire Agreement between the parties and shall serve as the general conditions of this Architect of Record Agreement. Any modifications to this Agreement must be set forth in writing and signed or acknowledged via email by an authorized representative of both parties. The Provider and the Board enter into this Agreement for the express and sole purpose of having the Provider perform its

professional services on multiple projects for the Board. It is understood that requests for these multiple projects will be made from time to time by the Board. Such requests will be formalized in writing and identify the project scope, professional services to be provided and applicable professional fees (if other than the hourly rates outlined herein). These requests will be considered supplements to this Agreement.

11. Dispute Resolution.

A. Any and all claims, disputes or other matters in question between the Board and Provider arising out of or relating to the Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in **Bergen County, New Jersey. The Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Provider.** If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration or other dispute resolution method of such disputes and the dispute directly or indirectly relates to the Agreement, then the Provider agrees that the Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration or other dispute resolution method. Any and all disputes which exist only between the Board and Provider, or among the Board, Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section 11.

B. Prior to the commencement of any litigation in accordance with the provisions set forth in Paragraph 11(A) of this Agreement, the parties agree to meet in an effort to resolve the dispute.

C. In the event that the Owner concludes it has a claim against the Provider arising out of a services provided and/or this agreement, the Board shall place the Provider on notice of the claim in writing setting forth a description of the claim and the damages incurred or expected to be incurred as a result thereof (which is neither admissible nor binding in any legal proceeding). **The Board may not withhold** any fees from the Provider if within 60 days of receipt the aforesaid notice, the Provider provides the Board with written confirmation from it's professional liability carrier that: 1) there is coverage for the claim as described in the aforesaid notice, and 2) that available remaining limits in the policy exceed the amount of the claim. Nothing contained herein shall preclude the Board from supplementing and/or amending the aforesaid notice as needed. Likewise, the Provider has a continuing obligation to advise the Board of any changes in the coverage available for the claim at issue, if any.

12. Independent Contractor. The parties agree that the Provider and anyone providing the Services on behalf of the Provider are an independent contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Provider and anyone providing the Services on behalf of the Provider shall at all times remain in an independent contractor relationship with the Board. The Board assumes no responsibility for the payment of compensation, wages, benefits or taxes of any employees of the Provider.

13. Assignment. The rights of the parties under this Agreement are personal to each party, and neither party may assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the Agreement whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement, which shall not be unreasonably withheld.
14. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider shall remit a copy of its Business Registration Certificate to the Board no later than the execution of this Agreement. The Provider shall provide written notice to anyone providing the Services on behalf of the Provider of the responsibility to submit proof of Business Registration to the Provider, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services.
15. Pay-to-Play. The Provider shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and shall submit the required Disclosure forms to the Board prior to the award of this Agreement.
16. Default. The Provider may not maintain any action or effect any remedies for default against the Board unless and until the Board has failed to cure the breach within fifteen (15) business days of written notice of such breach; or if the nature of the cure is such that it reasonably requires more than fifteen (15) business days, if the Board commences the cure within the fifteen (15) business day period and thereafter continuously and diligently pursues by all reasonable means the cure to completion.
17. The Provider shall comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27, which are set forth in *Exhibit B* hereof.
18. N.J.A.C. 13:6-1.3 MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, the Provider agrees as follows:

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the contractor by the, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the Board, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Board of any prior violation of this section of the contract.

19. Anti-Bullying Bill of Rights Act P.L. 2010.C.122

N.J.S.A. 18A:37-16 requires employees of contracted service providers to report incidents of harassment, intimidation or bullying in accordance with school policy. A copy of the District's Policy on Harassment, Intimidation and Bullying is on file.

20. Audit and Inspection.

The Provider agrees that the Board and its auditor shall have the right to examine books, records and documents pertaining to the Services provided under this Agreement and shall agree to retain all such books, records and documents for a period of six (6) years after the termination of the Agreement.

21. Miscellaneous Provisions.

A. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express), certified mail, return receipt requested, or by facsimile, with transmission confirmation, addressed to each party as follows:

As to the Provider:

Parette Somjen Architects, LLC  
439 Route 46 East  
Rockaway, New Jersey 07866  
Phone: 973-586-2400  
Fax: 973-586-2401  
Attention: Gregory Somjen, AIA

As to the Board:

Glen Rock Board of Education  
620 Harristown Road  
Glen Rock, NJ 07452  
Phone: (201) 445-7700; 8942  
Facsimile: (201) 389-5019  
Attention: James Canellas, Business Administrator

B. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

C. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their assigns.

- D. In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.
- E. If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.
- F. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.
- G. In the event that any of the Projects under this Agreement are eligible to be funded in part by grants from the NJSDA or other source, Provider agrees to revise this Agreement so that same complies with the terms of the applicable grant agreement. Provider further agrees to provide Services consistent with said grant agreement.
- H. The Architect shall have the right to include photographic or artistic representations of the Projects among the Architect's promotional and professional materials without further consent. The Architect shall be given reasonable access to the completed Project to make such representations. The Board shall provide professional credit for the Architect in the Board's materials for the Project.
- I. This Architect of Record Agreement applies to all projects that do not have another separately executed agreement. If a project has a separately executed agreement, that will be the agreement in effect for that project.
- J. OSC Record Retention Language: Pursuant to N.J.A.C. 17:44-2.2, the Architect shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the day and year above written.

ATTEST:

**GLEN ROCK  
BOARD OF EDUCATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST/WITNESS:

**PARETTE SOMJEN ARCHITECTS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_



**AGREEMENT**

**-BETWEEN-**

**GLEN ROCK  
BOARD OF EDUCATION**

**-AND-**

**PARETTE SOMJEN ARCHITECTS, LLC**

***FOR PROFESSIONAL SERVICES  
AS  
ARCHITECT OF RECORD***

***For the period  
January 1, 2024 – December 31, 2024***

**Dated:**

## A G R E E M E N T

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **GLEN ROCK BOARD OF EDUCATION** (“Board”), located at 620 Harristown Street, Glen Rock, NJ 07452 and **PARETTE SOMJEN ARCHITECTS, LLC** (“Provider”), located at 439 Route 46 East, Rockaway, New Jersey 07866 for the January 1, 2024 through December 31, 2024 Calendar Year.

### RECITALS

**WHEREAS**, the Board has determined that it needs to retain an architect to provide professional services as Architect of Record to the Board (“Services”); and

**WHEREAS**, the Provider is duly licensed by the State of New Jersey to provide the necessary Services; and

**WHEREAS**, the Board solicited multiple proposals from full service architectural firms, including Provider, to provide the Services; and

**WHEREAS**, the Board has determined the Provider’s proposal to be most advantageous to the Board; and

**WHEREAS**, pursuant to N.J.S.A. 18A:18A-5(a)(1), a contract retaining the services of the Provider may be negotiated and awarded by the Board via resolution, at a public meeting, without publicly advertising for bids, as the subject matter of said contract involves professional services; and

**WHEREAS**, it is the intention of the Board and the Provider to enter into an Agreement regarding the provision of the Services.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements contained herein, the Board and Provider agree as follows:

The above recitals are repeated and incorporated as a material part of this Agreement.

1. Term. The Term of this Agreement shall not exceed one (1) year, commencing on the date of this Agreement, and concluding on the first anniversary of same. .
2. Provider Responsibilities.
  - A. The Provider and the Board enter into this Agreement for the express and sole purpose of having the Provider perform its professional services on multiple projects for the Board. It is understood that requests for these multiple projects will be made from time to time by the Board. The requests will be formalized in writing and identify the project scope, professional services, professional fee (if other than the hourly rates outlined herein). These requests will be considered supplements to the Architect of Record agreement.
  - B. Provider shall not provide any Services until requested to do so by the Board. Further, prior to providing any Services under this Agreement, Provider and Board shall agree, in writing to the project scope, the Scope of the Architect’s services, and to the method of compensation for Services, i.e. lump sum or hourly rate, and anticipated reimbursable expenses (as outlined in Exhibit A).

- C. The Provider and anyone providing the Services on behalf of the Provider shall provide the Services in accordance with the generally accepted standards of members of the same profession.
- D. The Provider shall provide the Board, if requested, with copies of documentation confirming that anyone providing the Services on behalf of the Provider has the certifications, licenses, skills and experience necessary to provide the Service. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.
- E. The Architect shall review laws, regulations, codes and standards in effect as of the date of the project that are applicable to the Architect's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project. Should laws, codes and standards change after the Owner has approved the Construction Documents for a project, during the project requiring the Architect to make changes, such changes will be provided as an additional service. The Provider and anyone providing the Services on behalf of the Provider shall, without limitation of the aforementioned, comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990.
- F. When providing opinions or estimates of probable construction costs upon the request of the Board, such estimates are based on Provider's experience and qualifications and only represents Provider's judgment as a professional generally familiar with the industry. It is recognized that neither the Provider nor the Board have control over, among other things: (1) the cost of labor, materials or equipment, (2) the Contractor's methods of determining bid prices, (3) competitive bidding, market or negotiating conditions, or (4) costs of governmental approvals. Accordingly, Provider cannot and does not warrant or represent in any manner the actual cost of construction.
- G. If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall
- .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  - .4 implement any other mutually acceptable alternative.
- H. If the Owner chooses to proceed under Section G.3, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section G.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article G.

3. Board Responsibilities.

- A. The Board shall compensate the Provider in accordance with the Compensation provisions of this Agreement.
- B. The Board shall provide information in a timely manner. For purposes of this Agreement, a decision by the Board shall be timely if made by the Board at its next regularly scheduled meeting after receipt of notice of the need to provide the information in sufficient time to be placed on the Board's agenda for the next regularly scheduled meeting.
- C. Unless designated otherwise in writing, the Business Administrator shall be designated as the Board's representative authorized to act on the Board's behalf, except for those matters requiring approval by the Board.

4. Compensation.

- A. Upon compliance with paragraph 2(B) of this Agreement, the Provider shall provide the Board with the Services for the agreed upon fixed fee for the specified project. In the absence of a fixed fee the Provider shall provide the Board with services at the rates set forth in the provider's proposal attached as exhibit A, which rates shall remain constant throughout the term of this agreement.
- B. The Provider shall not be entitled to compensation unless the Provider actually provides the Services, e.g., the Provider shall not be entitled to compensation if the Provider is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Provider, the Board, its officers, agents, contractors or students. The Board shall use its best efforts to avoid cancellations. The Board shall not be subject to a fee or a fine or penalty or prejudice in the event it is required to cancel the requested or scheduled services. However, in the event the Board requests services and the Provider performs those services before receiving any written notice of cancellation by the Board, then the Provider shall be compensated for those such services actually performed in accordance with this Agreement.
- C. The Provider shall submit duly verified monthly invoices to the Board. The Board shall approve the Provider's invoice at the next regularly scheduled Board meeting following the Administration's payment recommendation. The Board shall make payment to the Provider on the approved invoice during the next payment cycle following its approval of the invoice.
- D. If an invoice is disputed, notification of such dispute will be made in writing within fourteen (14) calendar days following the Board's next regularly scheduled meeting. The Provider will expect payment of all non-disputed, invoiced amounts in order for services not to be suspended or terminated.
- E. Should the Board fail to make payment of undisputed sums as set forth in Paragraph 4 (D) of this Agreement, the Board shall be liable for the amount of money owed under the Agreement, plus an annual interest rate equal to the prime rate plus 1%.

Disputes regarding whether a party has failed to make payment required hereunder may, at the determination of both parties, be submitted to a process of alternative dispute resolution notwithstanding anything to the contrary herein.

5. Suspension and Termination.

- A. On ten (10) calendar days written notice, the Board may suspend or terminate this Agreement, with or without cause, for any and all reasons and without penalty or prejudice. In the event of such termination, the Provider shall be paid any undisputed charges for work performed prior to the effective date of termination in accordance with the payment terms of this Agreement.
- B. The Board's suspension or termination of this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Board pursuant to this Agreement or as may exist at law or in equity, including but not limited to claims of errors and omissions and specific performance.
- C. Should the Board suspend or terminate this Agreement, the Provider agrees to cooperate and provide all information requested by the Board in connection with the completion of the Services. Notwithstanding anything to the contrary herein, the Provider shall only be obligated to cooperate with the Board and provide information to the Board to the extent that payment for said reasonably undisputed services has been made by the Board. In addition, while the Provider shall maintain liability for the services provided, any changes to the documents provided to the Board are the responsibility of the Board or others and the Board agrees to indemnify the Provider for changes to those documents that are made without the Provider's consent.
- D. The drawings, specifications, plans and other related documents prepared by the Provider in the course of its performance under the terms of this Agreement, including those in electronic media form, hard copy or otherwise, shall be the property of the Provider. However, the Provider grants a license to the Board to use such documents without the Provider's further consent for the design or completion of the project(s) for which they are intended. Accordingly, the Provider shall provide copies of same to the Board, upon the Board's request, in the event of this Agreement's termination and once payment to the Provider is made in full for all services. Any such payment to the Provider shall be without prejudice to the Board's ability to recover disputed fees. Any changes to the documents provided to the Board are the responsibility of the Board or others and the Board agrees to indemnify the Provider for changes to those documents that are made without the Provider's consent.
- E. If the Board fails to make payments to the Architect in accordance with this Agreement, the Architect may, at its option, upon providing the Board with seven (7) business day's written notice, suspend or terminate performance under this Agreement.

6. Indemnification. The Provider shall indemnify and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from (a) any intentional or negligent act, error, or omission or failure to perform the Services by the Provider or anyone performing the Services

on behalf of the Provider or (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Provider or anyone performing the Services on behalf of the Provider.

7. Insurance. The Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:
  - (a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00); the General Liability Insurance Policy and the Excess/Umbrella Liability Insurance shall name the Board of Education as an additional insured.
  - (b) Workers Compensation Insurance coverage in the statutory amount.  
  
Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and
  - (c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

No later than the execution of this Agreement, and upon the Board's request from time to time, the Provider shall provide to the Board a certificate of insurance evidencing the coverage set forth above in (a) (b) and (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Provider shall also provide, upon the Board's reasonable request, full and complete copies of the insurance policies required by (a) (b) and (c) above.

8. Conflict of Interest. The Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing the Services on behalf of the Provider are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.
9. Inconsistency. In the event any provision of this Agreement conflicts in whole or in part with the Proposal regarding the services to be provided, the Provider shall provide the Services that require the greater level of service. For all other conflicting provisions not involving the provisions of Services, e.g., indemnification, dispute resolution, payments, etc., then the provisions of this Agreement shall control. The Proposal shall not be construed to impose duties or obligations on the Board beyond those set forth in this Agreement.
10. Entire Agreement. This Agreement represents the entire Agreement between the parties and shall serve as the general conditions of this Architect of Record Agreement. Any modifications to this Agreement must be set forth in writing and signed or acknowledged via email by an authorized representative of both parties. The Provider and the Board enter into this Agreement for the express and sole purpose of having the Provider perform its

professional services on multiple projects for the Board. It is understood that requests for these multiple projects will be made from time to time by the Board. Such requests will be formalized in writing and identify the project scope, professional services to be provided and applicable professional fees (if other than the hourly rates outlined herein). These requests will be considered supplements to this Agreement.

11. Dispute Resolution.

A. Any and all claims, disputes or other matters in question between the Board and Provider arising out of or relating to the Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in **Bergen County, New Jersey. The Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Provider.** If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration or other dispute resolution method of such disputes and the dispute directly or indirectly relates to the Agreement, then the Provider agrees that the Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration or other dispute resolution method. Any and all disputes which exist only between the Board and Provider, or among the Board, Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section 11.

B. Prior to the commencement of any litigation in accordance with the provisions set forth in Paragraph 11(A) of this Agreement, the parties agree to meet in an effort to resolve the dispute.

C. In the event that the Owner concludes it has a claim against the Provider arising out of a services provided and/or this agreement, the Board shall place the Provider on notice of the claim in writing setting forth a description of the claim and the damages incurred or expected to be incurred as a result thereof (which is neither admissible nor binding in any legal proceeding). **The Board may not withhold** any fees from the Provider if within 60 days of receipt the aforesaid notice, the Provider provides the Board with written confirmation from it's professional liability carrier that: 1) there is coverage for the claim as described in the aforesaid notice, and 2) that available remaining limits in the policy exceed the amount of the claim. Nothing contained herein shall preclude the Board from supplementing and/or amending the aforesaid notice as needed. Likewise, the Provider has a continuing obligation to advise the Board of any changes in the coverage available for the claim at issue, if any.

12. Independent Contractor. The parties agree that the Provider and anyone providing the Services on behalf of the Provider are an independent contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Provider and anyone providing the Services on behalf of the Provider shall at all times remain in an independent contractor relationship with the Board. The Board assumes no responsibility for the payment of compensation, wages, benefits or taxes of any employees of the Provider.

13. Assignment. The rights of the parties under this Agreement are personal to each party, and neither party may assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the Agreement whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement, which shall not be unreasonably withheld.
14. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider shall remit a copy of its Business Registration Certificate to the Board no later than the execution of this Agreement. The Provider shall provide written notice to anyone providing the Services on behalf of the Provider of the responsibility to submit proof of Business Registration to the Provider, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services.
15. Pay-to-Play. The Provider shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 *et seq.* and shall submit the required Disclosure forms to the Board prior to the award of this Agreement.
16. Default. The Provider may not maintain any action or effect any remedies for default against the Board unless and until the Board has failed to cure the breach within fifteen (15) business days of written notice of such breach; or if the nature of the cure is such that it reasonably requires more than fifteen (15) business days, if the Board commences the cure within the fifteen (15) business day period and thereafter continuously and diligently pursues by all reasonable means the cure to completion.
17. The Provider shall comply with the requirements of N.J.S.A. 10:5-31, *et seq.*, and N.J.A.C. 17:27, which are set forth in *Exhibit B* hereof.
18. N.J.A.C. 13:6-1.3 MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, the Provider agrees as follows:

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;



There may be deducted from the amount payable to the contractor by the, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the Board, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Board of any prior violation of this section of the contract.

19. Anti-Bullying Bill of Rights Act P.L. 2010.C.122

N.J.S.A. 18A:37-16 requires employees of contracted service providers to report incidents of harassment, intimidation or bullying in accordance with school policy. A copy of the District's Policy on Harassment, Intimidation and Bullying is on file.

20. Audit and Inspection.

The Provider agrees that the Board and its auditor shall have the right to examine books, records and documents pertaining to the Services provided under this Agreement and shall agree to retain all such books, records and documents for a period of six (6) years after the termination of the Agreement.

21. Miscellaneous Provisions.

A. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express), certified mail, return receipt requested, or by facsimile, with transmission confirmation, addressed to each party as follows:

As to the Provider:

Parette Somjen Architects, LLC  
439 Route 46 East  
Rockaway, New Jersey 07866  
Phone: 973-586-2400  
Fax: 973-586-2401  
Attention: Gregory Somjen, AIA

As to the Board:

Glen Rock Board of Education  
620 Harristown Road  
Glen Rock, NJ 07452  
Phone: (201) 445-7700; 8942  
Facsimile: (201) 389-5019  
Attention: James Canellas, Business Administrator

B. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

C. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their assigns.

- D. In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.
- E. If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.
- F. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.
- G. In the event that any of the Projects under this Agreement are eligible to be funded in part by grants from the NJSDA or other source, Provider agrees to revise this Agreement so that same complies with the terms of the applicable grant agreement. Provider further agrees to provide Services consistent with said grant agreement.
- H. The Architect shall have the right to include photographic or artistic representations of the Projects among the Architect's promotional and professional materials without further consent. The Architect shall be given reasonable access to the completed Project to make such representations. The Board shall provide professional credit for the Architect in the Board's materials for the Project.
- I. This Architect of Record Agreement applies to all projects that do not have another separately executed agreement. If a project has a separately executed agreement, that will be the agreement in effect for that project.
- J. OSC Record Retention Language: Pursuant to N.J.A.C. 17:44-2.2, the Architect shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the day and year above written.

ATTEST:

**GLEN ROCK  
BOARD OF EDUCATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST/WITNESS:

**PARETTE SOMJEN ARCHITECTS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_



**EXHIBIT A**

**THE FOLLOWING FEE SCHEDULE WILL BE IN EFFECT DURING 2024**

**HOURLY RATES**

For Professional Services Compensation shall be computed at the following hourly rates:

**Principals**

\*Marc R. Parette, AIA, PP  
Gregory J. Somjen, AIA

**Partners**

\*William Bannister, AIA  
\*John Carlton, AIA  
Stephen D. Quick, AIA

**Sr. Associates**

Edward Neighbour, AIA  
C. William Ross, AIA  
Joshua Thompson, AIA

**Associates**

Hae-An Chyun, AIA  
Melissa Insinga, NCIDQ  
Kenneth Mieles, AIA  
Rachel Tiedemann, AIA  
Daniel Vivanco, AIA

\*LEED AP

TITLE	HOURLY RATE
Partner	\$183
Director/Senior Associate / Associate	\$174
Senior Project Architect / Senior Certified Interior Designer	\$165
Project Architect / Project Manager	\$144
Contract Administrator	\$124
Assistant Project Manager / Staff Architect	\$113
Job Captain / Certified Interior Designer	\$103
Designer 3	\$93
Designer 2	\$85
Designer 1	\$75
Assistant Contract Administrator	\$72
Administrative Assistant	\$65
Seasonal/Part Time Intern	\$55

This proposal and the hourly rates outlined herein exclude reimbursable expenses (i.e., reproductions, deliveries, mileage, etc.), which will be billed separately. Notwithstanding anything to the contrary the Board of Education shall comply with the New Jersey's Prompt Payment Act.

**REIMBURSABLE EXPENSES**

Reimbursable Expenses ("Disbursements") include all out-of-pocket expenses incurred by PSA in connection with the services being provided as part of this agreement.

## EXHIBIT B

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

## GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

## EXHIBIT B (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

### Part I – Vendor Information

Vendor Name:	Parette Somjen Architects, LLC		
Address:	439 Route 46 East		
City:	Rockaway	State:	NJ
		Zip:	07866

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Gregory J. Somjen, AIA

Principal / Member

Signature

Printed Name

Title

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$0.00

Check here if the information is continued on subsequent page(s)

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** Parette Somjen Architects, L.L.C.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

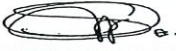
**Check the box that represents the type of business organization:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                              | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |   |  |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Gregory J. Somjen	Name: Marc R. Parette
Home Address: 42 Corn Hollow Road Sucussunna, NJ	Home Address: 47 Woodland Road Mendham, NJ
Name: William Bannister	Name:
Home Address: 201 Stephen Way Hillsborough, NJ	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 10th day of November 2022	 _____ (Affiant)
(Notary Public) <i>Karen Semegen</i>	Gregory J. Somjen _____ (Print name & title of affiant)
My Commission expires: May 9, 2027	(Corporate Seal)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023** to **15-Mar-2026**



**PARETTE, SOMJEN ARCHITECTS, L.L.C.**

**439 ROUTE 46 EAST**

**ROCKAWAY**

**NJ 07866**



A handwritten signature in black ink, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

PARETIE SOMJEN ARCHITECTS, L.L.C.

ADDRESS:

439 ROUTE 46 EAST  
ROCKAWAY NJ 07866-3622  
EFFECTIVE DATE:

12/03/03

TRADE NAME:

SEQUENCE NUMBER:

1032629

ISSUANCE DATE:

06/25/05

*John S. Tully*

Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Parette Somjen Architects, LLC</b></p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <b>439 Route 46 East</b></p> <p>6 City, state, and ZIP code <b>Rockaway, New Jersey 07866</b></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
2	0		-	0	4	6	5	1	6	7

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Karen Semegen</b>	<small>Digitally signed by Karen Semegen DN: cn=US, e=ksemegen@psa.com, o=Parette Somjen Architects, c=US, cn=Karen Semegen Date: 2023.12.05 14:22:22-0500</small>	Date ▶ <b>12-06-2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 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 ("Chapter 25 List"). 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.

**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 non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE 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.

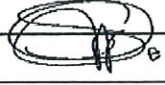
**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Delete

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: 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 the State of New Jersey 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 the State to notify the State 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 the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Gregory J. Somjen Signature:   
Do Not Enter PIN as a Signature  
Title: Member Date: 12-06-2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (973) 539-4900 Fax: (973) 984-7059 <b>ROBERT LLOYD COUTTS &amp; SONS</b> 46 WASHINGTON ST MORRISTOWN NJ 07960		CONTACT NAME: <b>Robert Lloyd Coutts &amp; Sons</b> PHONE (A/C, No, Ext): <b>(973) 539-4900</b> FAX (A/C, No): <b>(973) 984-7059</b> E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : <b>Charter Oak Fire Insurance Company</b>	NAIC # <b>25615</b>
		INSURER B : <b>Hartford</b>	
		INSURER C : <b>Travelers Property Casualty Company of America</b>	<b>25674</b>
		INSURER D:	
		INSURER E :	
		INSURER F :	
INSURED <b>PARETTE SOMJEN ARCHITECTS LLC</b> 439 ROUTE 46 EAST ROCKAWAY NJ 07866			

**COVERAGES** CERTIFICATE NUMBER: 27638 REVISION NUMBER:1 SUPERCEDES PREVIOUS REVISIONS

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-6H930497	02/03/23	02/03/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-6H930497	02/03/23	02/03/24	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1E434754	02/03/23	02/03/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	13WECAY0KLG	06/01/23	02/03/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Architect

Additional Insured status is provided to Glen Rock Board of Education, State of NJ, NJ Department of Education, NJ Schools Development Authority and NJ Economic Development Authority and to any other person or organization for General Liability and Auto Liability coverages when required by a valid written contract or agreement. Coverage is Primary & Non-Contributory and Waiver of Subrogation applies each when required by valid written contract per (CGD381 09/15) (CGD379 02/19) (CGD469 02/19). Umbrella Liability is Excess follow form.

### CERTIFICATE HOLDER

### CANCELLATION

Glen Rock Board of Education 620 HARRISTOWN ROAD GLEN ROCK, NEW JERSEY 07452  Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Carolyn C. Vogel
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. Non-Owned Watercraft – 75 Feet Long Or Less</li> <li>B. Who Is An Insured – Unnamed Subsidiaries</li> <li>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li>F. Blanket Additional Insured – Controlling Interest</li> <li>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li>J. Incidental Medical Malpractice</li> <li>K. Medical Payments – Increased Limit</li> <li>L. Amendment Of Excess Insurance Condition – Professional Liability</li> <li>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li>N. Contractual Liability – Railroads</li> </ul> |
|--|--|

### PROVISIONS

#### A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.



**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust; as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services,

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

### LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 4,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

#### Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

#### Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

### PROVISIONS

- The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
- The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE:
  - Insureds;
  - Claims made or "suits" brought;
- The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
  - Insureds;
  - Claims made or "suits" brought;

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".

3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2) Damages under Coverage B; and
- (3) Medical expenses under Coverage C.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage B.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

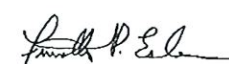
<b>PRODUCER</b> Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> Timothy Esler <b>PHONE (A/C, No, Ext):</b> (201) 262-1200 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com	<b>FAX (A/C, No):</b> (201) 262-7810	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest National Insurance Company		<b>NAIC #</b> 10120
<b>INSURED</b> Parette Somjen Architects, LLC 439 Route 46 East Rockaway NJ 07866	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** Master 23-24                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability Retro Date: Full Prior Acts			AAEP000607-231	06/01/2023	06/01/2024	Per Claim Limit	\$5,000,000
							Aggregate Limit	\$5,000,000
							Per Claim Deductible	\$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Glen Rock Board of Education 620 Harristown Road  Glen Rock NJ 07452	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# APPENDIX

E



# LERCH, VINCI & BLISS, LLP

CERTIFIED PUBLIC ACCOUNTANTS  
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA  
GARY J. VINCI, CPA, RMA, PSA  
JEFFREY C. BLISS, CPA, RMA, PSA  
PAUL J. LERCH, CPA, RMA, PSA  
JULIUS B. CONSONI, CPA, PSA  
ANDREW D. PARENTE, CPA, RMA, PSA  
ELIZABETH A. SHICK, CPA, RMA, PSA  
ROBERT W. HAAG, CPA, RMA, PSA

DEBRA GOLLE, CPA  
MARK SACO, CPA  
ROBERT LERCH, CPA, PSA  
CHRISTOPHER M. VINCI, CPA, PSA  
CHRISTINA CUIFFO, CPA, PSA  
JOHN CUIFFO, CPA, PSA

December 20, 2023

Honorable President and Members  
Of the Board of Trustees  
Glen Rock Board of Education  
620 Harristown Road  
Glen Rock, NJ 07452

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide to the Glen Rock Board of Education for the fiscal year ending June 30, 2024.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business activities, each major fund and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the Glen Rock Board of Education as of and for the fiscal year ending June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Glen Rock Board of Education's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Glen Rock Board of Education's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- GASB-required Supplementary Pension Information
- GASB-required Supplementary Other Post-Employment Benefits Information

## **Audit Scope and Objectives (continued)**

We have also been engaged to report on supplementary information other than RSI that accompanies the Glen Rock Board of Education's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedules of expenditures of federal awards and state financial assistance
- Combining and Individual Non-Major Fund Statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory and Statistical Sections
- Other Financial Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guaranteed that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provision of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*.

## **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance and New Jersey Circular 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and New Jersey Circular 15-08, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the district. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about whether the school district's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

## **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (continued)**

We are required to notify you of significant risks of material misstatement identified as part of our audit planning. As a result of the audit planning not being undertaken for this audit as of the date of this engagement letter, we will provide you with the significant risks of material misstatement, if any, in writing upon the completion of audit planning.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by U.S. Uniform Guidance and New Jersey Circular 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to U.S. Uniform Guidance and New Jersey Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, U.S. Uniform Guidance, and New Jersey Circular 15-08.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Glen Rock Board of Education's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Audit Procedures—Compliance (continued)**

U.S. Uniform Guidance and New Jersey Circular 15-08 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *U.S. OMB Compliance Supplement* and *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Glen Rock Board of Education's major programs. For federal and state programs that are included in the U.S. Office of Management and Budget (OMB) Compliance Supplement and the New Jersey OMB Circular 15-08 State Aid/Grant Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the U.S. Office of Management and Budget (OMB) Compliance Supplement and the New Jersey OMB Circular 15-08 State Aid/Grant Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Glen Rock Board of Education's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to U.S. Uniform Guidance and New Jersey Circular 15-08.

## **Other Services**

We will also assist in preparing the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, and related notes of the Glen Rock Board of Education in conformity with accounting principles generally accepted in the United States of America, the U.S. Uniform Guidance and New Jersey Circular 15-08 based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the preparation of the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, and related notes, as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

## **Responsibilities of Management for the Financial Statements and Single Audit (continued)**

You are also responsible for making drafts of financial statements, schedules of expenditures of federal awards and state financial assistance, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under U.S. Uniform Guidance and New Jersey Circular 15-08, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedules of expenditures of federal awards and state financial assistance; federal award and state financial assistance programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by U.S. Uniform Guidance and New Jersey Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be available for our review at the commencement of the audit field work.

## **Responsibilities of Management for the Financial Statements and Single Audit (continued)**

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues) in conformity with U.S. Uniform Guidance and New Jersey Circular 15-08. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including their form and content, are fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and the timing and format providing for that information.



## **Responsibilities of Management for the Financial Statements and Single Audit (continued)**

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditors report, or reference to Lerch, Vinci & Bliss, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with the exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Lerch, Vinci & Bliss, LLP is not involved, you agree to clearly indicate in the exempt offering document that Lerch, Vinci & Bliss, LLP is not involved with the contents of such offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, and related notes that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **MSRB Municipal Advisor Rule**

The Securities and Exchange Commission (the "SEC") adopted a rule requiring "municipal advisors" to register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues." Lerch, Vinci & Bliss, LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Lerch, Vinci & Bliss, LLP cannot provide the District with advice or recommendations regarding the issuance of municipal securities.

## **MSRB Municipal Advisor Rule (continued)**

Under the Municipal Advisor rule, the District may continue to receive advice from its auditor, bond counsel and other professionals, provided both the District and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Board of Education needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Board of Education's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. Obtain a written representation from the District that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the District may be a declaration posted on the District's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;
2. Provide written disclosure to the District and its independent registered municipal advisor that, by obtaining such representation from the District, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
3. Provide the written disclosure described above at a time and in a manner reasonably designed to allow the District to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the District has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the District has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

### **Engagement Administration, Fees, and Other**

We understand that your employees will assist our personnel in locating any documents selected by us for testing.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package

must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period.

## Engagement Administration, Fees, and Other (continued)

The audit documentation for this engagement is the property of Lerch, Vinci & Bliss, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New Jersey State Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lerch, Vinci & Bliss, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the New Jersey State Department of Education. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for the above described services rendered on behalf of the Glen Rock Board of Education is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Our fee for the fiscal year ending June 30, 2024 will be \$36,500. Additionally, the District will be billed for any out-of-pocket costs charged by the financial institutions relating to the direct confirmation of the District's bank balances in accordance with generally accepted auditing standards. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

The above fee includes the preparation of the basic financial statements and Single Audit section of the Annual Comprehensive Financial Report (ACFR) Should you desire assistance with the preparation of the Introductory and Statistical sections of the ACFR or assistance in complying with reporting requirements of GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* and with reporting requirements of GASB Statement No. 44, *Economic Condition Reporting: the Statistical Section*, the fees for these services will be \$3,300.

Additionally, the firm will provide professional services in connection with the implementation of Governmental Accounting Standards Board Statement No. 68 "Accounting and Financial Reporting for Pensions", GASB Statement No. 75 "Accounting and Financial Reporting for Post-Employment Benefits Other than Pensions" and with reporting requirements of GASB Statement No. 84, *Fiduciary Activities*. The fees for these services will be:

GASB No. 68	\$3,300
GASB No. 75	\$2,700

## **Engagement Administration, Fees, and Other (continued)**

In addition, should the State Department of Education require an audit of the Application for State School Aid and the District Report of Transported Resident Students in addition to the annual audit of the school district, our fee for these services will be billed at our standard hourly rates. Should the Board request professional services in connection with GASB Statement No. 87 "Leases", and GASB Statement No. 96 "Subscription- Based Information Technology Arrangements", our fee for this service will be billed at our standard hourly rates.

Our fee for the preparation of the Data Collection Form SF-SAC for submission to the Federal Audit Clearinghouse as required will be \$875.

Should the Board request accounting support services in connection with the sale of bonds as a result of a public referendum, the issuance of refunding bonds, or the sale of bonds through a county agency, our fee for these services will be billed on a flat fee basis. In addition, our fee for preparing Secondary Market Disclosure documents is \$525.

Should the District request our assistance in the coordination with an independent financial advisor with respect to the District's audited financial statements in connection with a public bond sale, our requested fee is \$7,500.

Lerch, Vinci & Bliss, LLP will not act as dissemination agent for the District in connection with the District's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the District's audited financial statements to the District or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of operating data, customarily consisting of the operating and financial information contained in Appendix A to an Official Statement, and distribution of the operating data to the District or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The District, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Lerch, Vinci & Bliss, LLP shall not have any responsibility nor liability for the failure of the District, or its designated dissemination agent, to comply with the District's secondary market disclosure undertakings.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

## Engagement Administration, Fees, and Other (continued)

Any matters performed on behalf of the District not covered under this engagement letter will be billed out based on our standard billing rates.

Our standard billing rates for 2024 are as follows:

Partners	\$160- \$200 per hour
Managers	\$135- \$165 per hour
Senior Accountants/Supervisors	\$100 - \$135 per hour
Staff Accountants	\$ 80 - \$ 105 per hour
Other Personnel	\$ 50 per hour

## Reporting

We will issue written reports upon completion of our audit of the Glen Rock Board of Education. Our reports will be addressed to the Board of Trustees of the Glen Rock Board of Education. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, we may withdraw from this engagement.

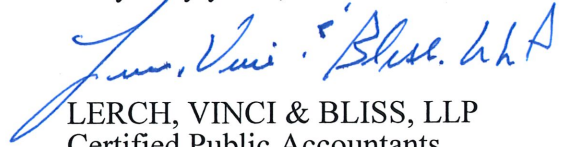
The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and New Jersey Circular 15-08 report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance and New Jersey Circular 15-08. Both reports will state that the report is not suitable for any other purpose.

*Government Auditing Standards* requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our September 30, 2021 peer review report accompanies this letter.

The parties to this Agreement agree to incorporate into this Agreement the mandatory language of N.J.S.A. 10:5-31 et seq. (N.J.A.C. 17:27), a copy of which is attached hereto as Exhibit "A".

We appreciate the opportunity to be of service to the Glen Rock Board of Education and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



LERCH, VINCI & BLISS, LLP  
Certified Public Accountants  
Registered Municipal Accountants

This letter correctly sets forth the understanding of the Glen Rock Board of Education.

By: \_\_\_\_\_

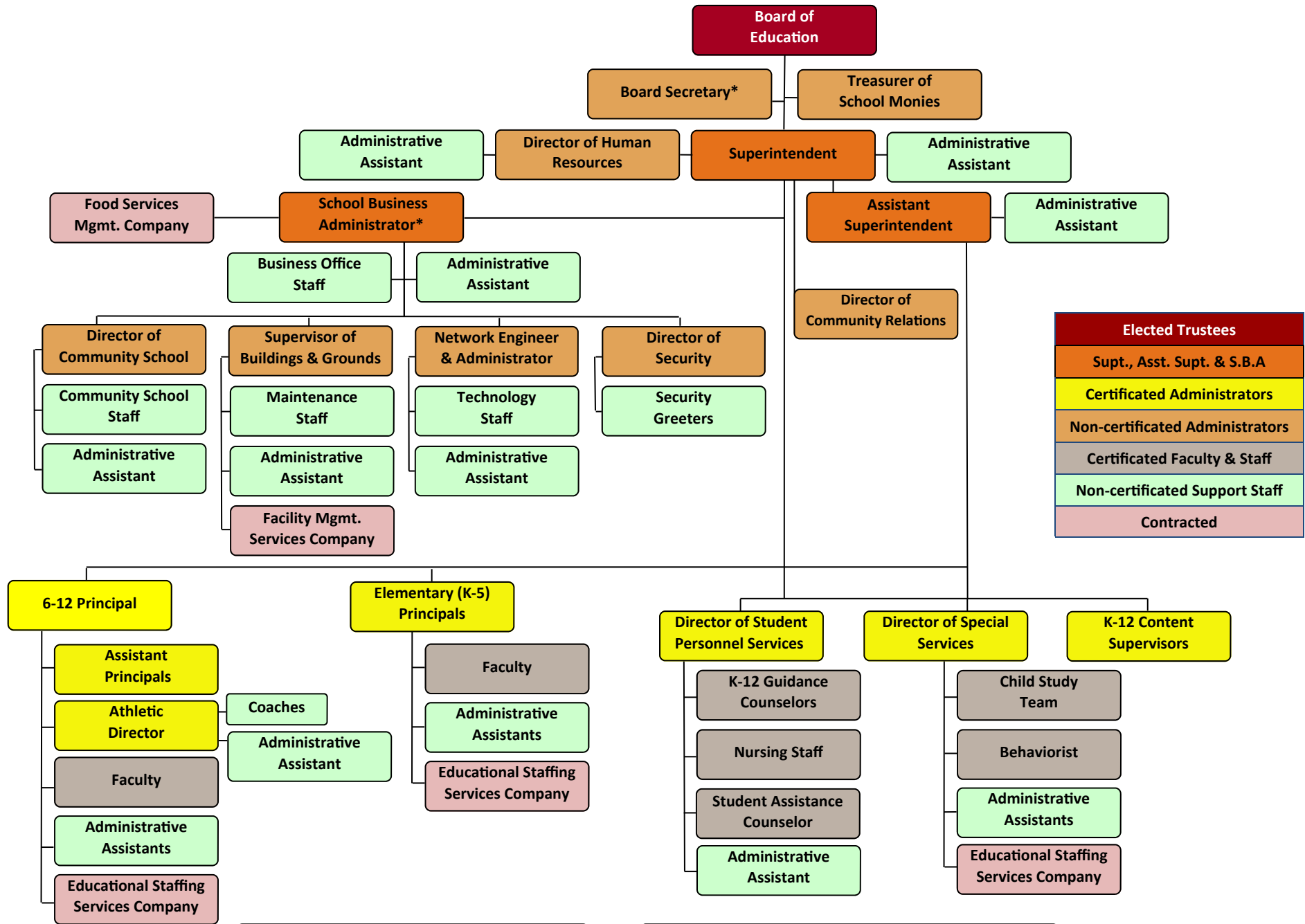
Title: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX

F

# Glen Rock Public Schools District Organizational Chart



Elected Trustees
Supt., Asst. Supt. & S.B.A
Certificated Administrators
Non-certificated Administrators
Certificated Faculty & Staff
Non-certificated Support Staff
Contracted

Approved by the Glen Rock Board of Education  
January 8, 2024

\* The Board Secretary/School Business Administrator is a shared position held by one individual



# APPENDIX

## G

# Glen Rock School District Calendar

# 2024 – 2025

July 2024				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2024				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30*

September 2024				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

\*12-Month Staff report only\*

October 2024				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
<del>14</del>	15	16	17	18
14				
21	22	23	24	25
28	29	30	31	

November 2024				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27*	28	29

December 2024				
M	T	W	T	F
2	3	<del>4*</del>	<del>5*</del>	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

\*Early dismissal for Students & Staff\*

\*Early dismissal for Elementary Students only\*

January 2025				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February 2025				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March 2025				
M	T	W	T	F
3	4	5	6	7
<del>10</del>	11	12	13	14
10				
17	18	19	20	21
24	25	26	27	28
31				

April 2025				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May 2025				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

June 2025				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Holiday - District Closed		Schools & Offices Closed	
New Teacher Orientation		Early Dismissal for Students	
Certificated Staff Return - Professional Day		Last Day for Students/H.S. Graduation	
Students - First Day		Last Day for Certificated Staff	

Month	Student Days	Certificated Staff Days	Month	Student Days	Certificated Staff Days
August 2024	0	2	February 2025	18	18
September 2024	20	20	March 2025	21	21
October 2024	21	21	April 2025	17	17
November 2024	13	13	May 2025	21	21
December 2024	15	15	June 2025	17	18
January 2025	21	21	<b>Totals</b>	<b>184</b>	<b>187</b>

This calendar has **two (2)** emergency closing days built in. If more days are needed, the days will be made up during Spring Break beginning with Monday, April 14, 2025, Tuesday, April 15, 2025 and so on.

# Glen Rock School District Calendar

**2024 – 2025**

July 4	Independence Day Holiday (District Closed)
August 20-22	New Teacher Orientation
August 28 & 29	All Certificated Staff Return (Professional Days)
September 2	Labor Day Holiday (District Closed)
September 3	Students Return
October 3 & 4	Rosh Hashanah Holiday (Schools and Offices Closed)
October 14	Early Dismissal for Students (Professional Afternoon for Staff)
November 1	Diwali Holiday (Schools and Offices Closed)
November 4-8	Fall Break (11/5 Election Day, 11/7 & 11/8 NJEA Convention) (Schools and Offices Closed)
November 27	Early Dismissal for Students and Staff
November 28 & 29	Thanksgiving Holiday (District Closed)
December 4 & 5	Early Dismissal for Elementary Students Only - Parent Teacher Conferences
December 23-31	Winter Break (Schools and Offices Closed)
December 24 & 25	Christmas Holiday (District Closed)
January 1	New Year's Day Holiday (District Closed)
January 20	Martin Luther King Jr. Day Holiday (District Closed)
February 17	Presidents' Day Holiday (District Closed)
February 18	Presidents' Day Break (Schools and Offices Closed)
March 10	Early Dismissal for Students (Professional Afternoon for Staff)
April 14-17	Spring Break (Schools and Offices Closed)
April 18	Good Friday Holiday (District Closed)
May 26	Memorial Day Holiday (District Closed)
June 24	Early Dismissal, Last Day for Students, H.S. Graduation
June 25	Last Day for Certificated Staff

This calendar has **two (2)** emergency closing days built in. If more days are needed, the days will be made up during Spring Break beginning with Monday, April 14, 2025, Tuesday, April 15, 2025 and so on.

*Board of Education Approved January 8, 2024. The Board of Education reserves the right to change this calendar as needed.*

# APPENDIX

H

# Glen Rock School District Calendar

# 2025 – 2026

JULY 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOVEMBER 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JANUARY 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## JULY

4 - Independence Day (District Closed)

## AUGUST

19-21 - New Teacher Orientation  
 27-28 - Certificated Staff Return, PD for Staff  
 29 - 12-Month Staff Report Only\*

**Staff Days – 2**

## SEPTEMBER

1 - Labor Day (District Closed)  
 2 - First Day for Students  
 23-24 - Rosh Hashanah (Schools & Offices Closed)

**Student Days – 19 Staff Days – 19**

## OCTOBER

2 - Yom Kippur (Schools & Offices Closed)  
 13 - Early Dismissal for Students, Afternoon PD for Staff  
 20 - Diwali (Schools & Offices Closed)

**Student Days – 21 Staff Days – 21**

## NOVEMBER

3 - Fall Break (Schools & Offices Closed)  
 4 - Election Day (Schools & Offices Closed)  
 5 - Fall Break (Schools & Offices Closed)  
 6-7 - NJEA Convention (Schools & Offices Closed)  
 26 - Early Dismissal for Students & Staff  
 27-28 - Thanksgiving (District Closed)

**Student Days – 13 Staff Days – 13**

## DECEMBER

3-4 - Parent-Teacher Conferences - Early Dismissal for \*Elementary Students\* Only

23 - Early Dismissal for Students & Staff  
 24-25 - Christmas (District Closed)  
 26-31 - Winter Break (Schools & Offices Closed)

**Student Days – 17 Staff Days – 17**

## JANUARY

1 - New Year's Day (District Closed)  
 2 - Winter Break (Schools & Offices Closed)  
 19 - Martin Luther King, Jr. Day (District Closed)

**Student Days – 19 Staff Days – 19**

## FEBRUARY

16 - Presidents' Day (District Closed)

**Student Days – 19 Staff Days – 19**

## MARCH

9 - Early Dismissal for Students, Afternoon PD for Staff  
 30-31 - Spring Break (Schools & Offices Closed)

**Student Days – 20 Staff Days – 20**

## APRIL

1-2 - Spring Break (Schools & Offices Closed)  
 3 - Good Friday (District Closed)

**Student Days – 19 Staff Days – 19**

## MAY

25 - Memorial Day (District Closed)

**Student Days – 20 Staff Days – 20**

## JUNE

23 - Last Day for Students, Early Dismissal for Students, H.S. Graduation

24 - Last Day for Certificated Staff

**Student Days – 17 Staff Days – 18**

AUGUST 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29*	30
31						

OCTOBER 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

DECEMBER 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DAY TYPE LEGEND			
District / Schools & Offices Closed		Professional Development (PD) Day for Staff	
Early Dismissal for Students		First Day / Last Day for Students	
New Teacher Orientation		Last Day for Certificated Staff	

**TOTAL DAYS: 184 Student Days / 187 Staff Days**

This calendar has **two (2)** emergency closing days built in. If more days are needed, the days will be made up during Spring Break beginning with Monday, March 30, 2026, and working forward to Tuesday, March 31, 2026; Wednesday, April 1, 2026; and so on.