#### HAMBURG BOARD OF EDUCATION REGULAR MEETING AGENDA 25 May 2021 7:00 p.m. To be held Electronically via Remote Access

Flag Salute & Pledge of Allegiance

#### STATEMENT----OPEN PUBLIC MEETING

This meeting is being conducted in compliance with the "Open Public Meeting Act Chapter 231—Public Laws of 1975." Advance written notice of at least 48 hours was given specifying the time, date and to the extent known, the agenda, and stating whether formal action may or may not be taken and has been properly posted at the school, mailed to the Clerk/Administrator, mailed to the New Jersey Herald, the Star-Ledger and the Sunday Herald.

#### ROLL CALL:

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
PRESENT									
ABSENT									

#### Presentation to the Board -

- Kindergarten Grade 4 Reading Program Survey [DOCUMENT PRB1]
- Home District Benefits

#### Approval of the Minutes:

## MOTION BY\_\_\_\_\_SECONDED BY \_\_\_\_\_ to approve the minutes of 27 April 2021 Public Hearing on the FY 2021-22 Budget and Regular Board meeting.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

#### Correspondence

A letter dated 5 May 2021 from the New Jersey Department of Education approving the Hamburg Borough Elementary School Telephone System Replacement Project.

#### **OPEN TO THE PUBLIC**

~ At this time, members of the public are invited to address the Board. Please note that public comments on the agenda items will be made in accordance with Policy 0167 – Public Presentation at Board Meetings. Each statement made by all participants may be limited to three minutes in duration. If you would like to address the Board state your name and address before making your statement to the Board.

Meeting opened to the public for comment at \_\_\_\_\_P.M. (VOICE VOTE)

Meeting closed to the public for comment at \_\_\_\_\_\_ P.M. (VOICE VOTE)

#### **COMMITTEE REPORTS**

State & County School Boards

**Sussex County Educational Services Commission** 

Liaison with the Hamburg Borough Council

#### **Building & Grounds**

MOTION BY \_\_\_\_\_\_SECONDED BY \_\_\_\_\_\_to approve the purchase of a new Telephone, Intercom and Clock system from RFP Solutions, Inc. under the Camden County Educational Services Commission Cooperative Pricing Agreement #66CCEPS, Bid # CCESC FY20-06, in the amount of \$104,622.37 [DOCUMENT A], to start on or after 1 July 2021 and authorize the Interim Business Administrator to execute any change orders that may be need to complete this project.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

<u>E</u>

MOTION BY \_\_\_\_\_\_SECONDED BY \_\_\_\_\_\_ to approve the purchase of a new Camera/IP Video system from Open Systems Integrators, Inc. under the Educational Services Commission of New Jersey Cooperative Pricing Agreement #65-MCESCCPS, Bid # MRESC 19/20-38 and #65-MCESCCPS, Bid # MRESC 20/21-13, in the amount of \$62,380 and \$38,690 as depicted in DOCUMENT B, to start on or after 1 July 2021 and authorize the Interim Business Administrator to execute any change orders that may be need to complete this project.

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

<u>E</u>

#### **Education & Policy**

## **MOTION BY**\_\_\_\_\_SECONDED BY \_\_\_\_\_ to approve: the second reading of the following Policies/Regulations and NCLB Act to ESSA Policy and Regulation Guides:

P0145	Board Member Resignation and Removal [M] [Rev]
P0164.6	Remote Public Meetings During a Declared Emergency [M] [New]
P1642	Earned Sick Leave Law [M] [Rev]
P1643	Family Leave [M] [New]
P3431.1	Family Leave [M] [Abolished]
P4431.1	Family Leave [M] [Abolished]
P3431.3	NJ Family Leave Insurance Program [Abolished]
P4431.3	NJ Family Leave Insurance Program [Abolished]
P&R5330.01	Administration of Medical Cannabis [M] [Rev]
P7425	Lead Testing of Water in Schools [M] [Revised]
R7425	Lead Testing of Water in Schools [M] [New]
P&R7430	School Safety [M] [Abolished]

## No Child Left Behind Act [NCLB] to Every Student Succeeds Act [ESSA] Policy and Regulation Guides

P2415	Every Student Succeeds Act [M] [Revised]
P2415.01	Academic Standards, Academic Assessments, and Accountability [M] [Abolished]
P2415.02	Title I – Fiscal Responsibilities [M] [Revised]
P2415.03	Highly Qualified Teachers [M] [Abolished]
P2415.05	Student Surveys, Analysis, and/or Evaluation [M] [Revised]
P&R2415.20	Every Student Succeeds Act Complaints [M] [Revised]
P4125	Employment of Support Staff Members [M] [Revised]
P6360	Political Contributions [M] [Revised]
P8330	Student Records [M] [Revised]
P9713	Recruitment by Special Interest Groups [M] [Revised]

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
A <u>Negot</u> iatio	ns & P	ersonne	l						

MOTION BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_ to approve: the purchase "Into Reading" Program for Kindergarten through Grade 4 at a cost of \$44,997.97.

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

#### **Negotiations & Personnel**

## MOTION BY \_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_ to adopt the following FY 2021-22 Professional Services Annual Appointment Resolution, as follows:

WHEREAS, there exists a need for various professional services, and

**WHEREAS,** the Public-School Contracts Law (NJSA 18A:18A-5) requires that a resolution authorizing the contracting of professional services without competitive bids as adopted:

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Education of the Borough of Hamburg that the following professional services be contracted by the Hamburg Borough Board of Education for the **2021-22** school year without competitive bidding as a professional service in accordance with 18A:18A-15 of the Public

School Contracts Law, not to exceed a contractual amount of \$200,000, as follows:

- a) Cleary, Giacobbe, Alfieri & Jacobs, Matthew Giacobbe, Esq., Board Attorney & Negotiator-\$150 per hour, plus reimbursable expenses as depicted in [DOCUMENT C]
- b) McManimon, Scotland & Baumann, LLC, Andrea L. Kahn Esq., Board Attorney & Bond Counsel-\$195 per hour and other fees & reimbursable expenses as depicted in [DOCUMENT D]
- c) Nisivoccia LLC, Valerie A. Dolan, Board Auditor, \$32,468, as depicted in **[DOCUMENT E]**, including the Peer Review Summary Report.
- d) Parette Somjen, Greg Somjen, Board Architect, -\$167 per hour

and other reimbursable expenses as depicted in [DOCUMENT F]

- e) J&B Therapy, LLC, -\$92.00 per hour for OT & PT, \$87.50 for Speech Services, \$93.00 for LDTC Services, BCBA Services \$93.00, \$405.00 per LDTC evaluation and other reimbursable expenses, plus 1% Administrative fee as depicted in [DOCUMENT G]
- f) Gurbir S. Saluja, M.D., and Manmohan Saluja, M.D., School Physicians,
   \$2,500 per annum as depicted in [DOCUMENT H]
- g) Arthur J. Gallagher Risk Management Services, Inc., George Morville, Agent/Risk Management Consultant for the New Jersey Schools Insurance Group.
- h) Fortitude Insurance Group, Mitchell Mund, Agent, Dental Insurance Broker
- Phoenix Advisors, LLC-Municipal Advisor Services as per the Board adoption resolution approved on 23 February 2021 and to approve FY 2021-22 Continuing Disclosure Agent services in the amount of \$1,000 as depicted in [DOCUMENT I]
- j) CDK Systems, Inc.—Financial Software Provider.
- k) R&L Data, Inc.-Payroll Software Provider.
- I) Educational Data Services, Inc.—Cooperative Bidding Service
- m) The Educational Services Commission of NJ Pricing Cooperative
- n) The Hunterdon County Educational Services Commission Pricing Cooperative
- o) The Camden County Educational Services Commission Pricing Cooperative
- p) The New Jersey School Boards Association Cooperative Pricing System

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

MOTION BY \_\_\_\_\_\_SECONDED BY \_\_\_\_\_\_to approve: Pamela Blauvelt as Grade 4 teacher beginning 1 September 2021 at \$60,655\* [BA Step 2]. This position is eligible for benefits. \*This salary is listed under the 2018-2021 Hamburg CBA [subject to change].

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

**MOTION BY SECONDED BY to approve:** William Sabo as Interim Business Administrator/Board Secretary 1 July 2021 through 30 June 2022 with the approval of Dr. Carrick. This position is not eligible for benefits. [DOCUMENT NP1]

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

**MOTION BY** SECONDED BY to approve the FY 2020122 Employment Contract for a term of 1 July through 30 June 2022 between the Board and Mr. Robert J. Baumgartner as Vice-Principal at an annual salary of \$97,072 and other benefits as per DOCUMENT NP2

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

#### Finance Committee

Discussion of items A through F...

- a. To approve the bills as presented.
- b. To approve bills for the Cafeteria Account in the amount of **\$160.80**.
- c. To accept the Board Secretary's and Treasurer's reports for 30 April 2021.
- d. To approve Transfers made by the Superintendent after the 27 April 2021 Board Meeting, with fund 10 debits totaling \$34,000 depicted on DOCUMENT J and the Board acknowledges that these transfers may increase/decrease the maximum dollar limit established as part of the 2020-21 budget process for various professional services.
- e. Pursuant to N.J.A.C. 6A:23A-16.10, the Business Administrator/Board Secretary certifies that as of **30 April 2021** no budgetary line item account has been over-expended violating N.J.A.C. 6A:23-2.12(a).
- f. Pursuant to N.J.A.C. 6A:23A-16.10, the Board of Education certifies that no major account has been over-expended and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

#### **OLD BUSINESS**

#### **NEW BUSINESS**

#### **BOARD SECRETARY'S REPORT**

### MOTION BY\_\_\_\_\_ SECONDED BY \_\_\_\_\_ to adopt the following Resolution:

Be it resolved that the amount of district taxes needed to meet the obligations of the Hamburg Borough Board of Education from 1 July 2021 to 30 June 2022 is \$5,257,913 and Hamburg Borough is hereby requested to put into the hands of the Business Administrator the monthly dollar amount as depicted on DOCUMENT K, by the 15<sup>th</sup> of each month, commencing on 15 July 2021 and authorize the Business Administrator to work with the municipality if there is a need to deviate from the tax requisition schedule.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES								
NO								
ABSTAIN								

MOTION BY \_\_\_\_\_\_SECONDED BY \_\_\_\_\_\_ to approve to approve the FY 2020-21 Federal Grant-ESEA/IDEA expenditure [modified due to staffing changes] as depicted on DOCUMENT L.

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

Page 10 of 16 MOTION BY \_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_ to approve the submission of the Elementary & Secondary School Emergency Relief Fund II [ESSER2] application, with a project period of 13 March 2021 through 30 September 2023, as depicted on DOCUMENT M.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

MOTION BY \_\_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_\_ to adopt Resolution # FY 21-22 FSMC#1: To approve the FY 2021-22 Food Service Management Company contract with Maschio's Food Services, Inc. for a flat management fee of \$8,460.74 based upon the estimated total cost of the contract of \$90,071.50 as referenced on the projected FY 2021-22 Projected Operating Statement [Form #23CR-public, revised 3/2021] DOCUMENT N [Note: FY 2018-19 was the Base Year and FY 2021-22 is renewal #3 out of a maximum of 4 possible renewals] and authorize the Board President and the Interim Business Administrator to submit and execute all documents regarding this renewal.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

MOTION BY \_\_\_\_\_\_SECONDED BY \_\_\_\_\_\_ to approve the purchase, under State of New Jersey BPA (G-2075) Contract with Kyocera Document Solutions, of a Kyocera TASKalfa 6053i copier in the amount of \$8,448 [which includes miscellaneous accessories as depicted on DOCUMENT R and to declare the TA-5551ci copier purchased in 2015 as surplus & to dispose of the copier as appropriate.

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

#### SUPERINTENDENT'S REPORT

MOTION BYSECONDED BYto approve:Student #28740 to attend the Windsor School for the 2021-2022 school year[July 21-June 22]at a cost of \$69,930.00 [210 days] inclusive of any neededservices, plus transportation.

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

MOTION BYSECONDED BYto approve:Student #31516 to attend the Windsor School for the 2021-2022 school year[July 21-June 22]at a cost of \$69,930.00 [210 days] inclusive of any neededservices, plus transportation.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

**MOTION BY** SECONDED BY to approve: the combined Professional Development/Field Trip/Substitute and Facility Use as depicted on DOCUMENT O.

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

Page 12 of 16 MOTION BY\_\_\_\_\_\_SECONDED BY \_\_\_\_\_\_to approve the Grade 8 students and 6 staff members to go to Six Flags/Great Adventure as a class trip on Friday, June 4, 2021. Transportation to be paid by school, admission to be paid with Grade 8 class funds.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

#### MOTION BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_ to approve: the Field

Trip Blanket List for the 2021-2022 school year as depicted on **DOCUMENT P.** 

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

MOTION BY SECONDED BY to accept: the report of Zero [0] instances of Harassment, Intimidation or Bullying [HIB] from 26 April 2021 through 21 May 2021.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

**MOTION BY SECONDED BY to approve:** Michele Sealander to utilize up to 275 summer technology hours for updates/improvements at an hourly rate of \$25.75/hour.

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									Page 15 01
	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

#### MOTION BY\_\_\_\_\_ SECONDED BY \_\_\_\_\_ to approve items a-d:

## a. Staff for the Hamburg School Extended School Year Program [July 5-29 Monday/Thursday]:

- Amy Breitenbach, Special Education Teacher @ \$40.20/hour, not to exceed 40 hours.
- Michelle Clark, Special Education Teacher @ \$40.20/hour, not to exceed 40 hours.
- Susan Hearn, Special Education Teacher @ \$40.20/hour, not to exceed 40 hours
- Kathy Westerfield, School Nurse @ \$37.15/hour, not to exceed 40 hours.
- Maureen Evans, paraprofessional @ \$ 14.22/hour, not to exceed 40 hours.

#### b. Additional Summer Staff:

- Veronica Danko, Office Assistant to check in deliveries @ \$14.55/hour not to exceed 50 hours.
- Antionette Ratzer, Office Assistant to check in deliveries @ \$14.07/hour not to exceed 50 hours.

## c. Staff for the Hamburg School Summer Academy Program funded with ESSER-II funding [July 5-29 Tuesday/Thursday]:

- Veronica Danko, General Education Teacher @ \$40.20/hour, not to exceed 40 hours
- Pamela Blauvelt, General Education Teacher @ \$30.00/hour, not to exceed 40 hours.
- McKenzie Cuccia, General Education Teacher @ \$30.00/hour, not to exceed 40 hours.
- Katie Smeilus, General Education Teacher @ \$30.00/hour, not to exceed 40 hours.

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• Joseph DiLascio, General Education Teacher @ 30.00/hour, not to exceed 40 hours.

#### d. Summer/Substitute Custodians:

- Dorothy Smalley @ \$ 14.07/hour
- Jennifer Smalley @ \$ 14.07/hour
- Jessica Smalley @ \$13.67/hour

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

**MOTION BY SECONDED BY to approve:** the cost of \$195 per class for Educere Virtual Education to support learning loss for students in Grades 4-8 [to be paid with ESSER-II funding].

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

## MOTION BY \_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_ to approve Haley Pollison as substitute teaching pending approval of all documentation.

	Mr. Jones	Mr. Brunke	Mr. Conklin	Mr. Dreifus	Mr. Frangipane	Mrs. Frayko	Mr. Gillen	Mrs. Schels	Mrs. Zicarelli
YES									
NO									
ABSTAIN									

#### Fire/Evacuation/Safety Drills:

- 4/29/2021 Shelter-in-Place w/Lockdown Bathroom Procedure Discussion – 10 min
- 4/30/2021 Non-Evacuation Fire Drill 5 min

#### To report:

- #FinishStrong Initiative Extended Instructional Day from 1 June 2021 through 17 June 2021.
- Hamburg School Virtual Field Trips

#### **EXECUTIVE SESSION**

MOTION BY\_\_\_\_\_\_SECONDED BY \_\_\_\_\_\_closed the meeting to the public at \_\_\_\_\_P.M.

#### **TO EXECUTIVE SESSION**

**WHEREAS,** pursuant to N.J.S.A. 10:4-12(b), the Board of Education may exclude the public from that portion of a public meeting at which the Board discusses any of the matters described at N.J.S.A. 10:4-12(b)(1)-(9);

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education shall forthwith enter into closed session to discuss the following matter(s) concerning:

- [] Matters rendered confidential by state or federal law –
- [] Personnel
- [] Appointment of a public official
- [] Matters covered by the attorney-client privilege
- [X] Pending or anticipated litigation
- [] Pending or anticipated contract negotiations
- [] Protection of the safety or property of the public
- [] Matters which would constitute an unwarranted invasion of privacy
- [] Matters in which the release of information would impair a right to receive Funds from the United States Government
- [X] Matters concerning collective negotiations and/or the negotiation of terms and Conditions of employment of employees of the Board of Education
- [] Possible imposition of a civil penalty or suspension

**BE IT FURTHER RESOLVED** that said discussion may be disclosed to the public when the reasons for discussing and acting upon it in closed session no longer exist.

Page 16 of 16 MOTION BY \_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_ to approve the 2021-2024 Collective Bargaining between the Hamburg Education Association and the Hamburg Board of Education as depicted in DOCUMENT NP3.

	Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
	Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli
YES									
NO									
ABSTAIN									

#### **MOTION TO ADJOURN MEETING**

MOTION BY \_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_ that the Board adjourned the meeting at \_\_\_\_\_P.M. [Voice Vote]

## <u>FYI</u>

- Board & Administrator, May 2021
- #FinishStrong

#### <u>Notes</u>

#### HAMBURG BOARD OF EDUCATION REGULAR MEETING AGENDA ADDENDUM 25 May 2021 7:00 P.M.

#### SUPERINTENDENT'S REPORT

MOTION BY \_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_ to approve:

Substitute/Summer Custodians:

- \*Charlotte Flatt @ \$12.00/hour
- \*Troy McCurry @ \$12.00/hour
- \*Josiah Simmons @ \$12.00/hour
- Isaiah Simmons @ \$12.00/hour
   \*Pending receipt of paperwork

Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli

MOTION BY \_\_\_\_\_\_ SECONDED BY \_\_\_\_\_\_ to approve:

Haley Pollison as substitute teacher/aide

Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
Jones	Brunke	Conklin	Dreifus	Mr. Frangipane	Frayko	Gillen	Schels	Zicarelli

MOTION BY	_ SECONDED BY	_to
approve:		

Third grade's Virtual Field Trip to Quiet Valley Farm at a cost of \$50.00. [This money is a credit from last year's trip cancellation.]

Mr.	Mr.	Mr.	Mr.	Mr.	Mrs.	Mr.	Mrs.	Mrs.
Jones	Brunke	Conklin	Dreifus	Frangipane	Frayko	Gillen	Schels	Zicarelli



PHILIP D. MURPHY Governor SHEILA Y. OLIVER L1. Governor State of New Jersey Department of Education PO Box 500 Trenton, NJ 08625-0500

ANGELICA ALLEN-MCMILLAN, Ed.D. Acting Commissioner

May 5, 2021

Ms. Kimberly Sigman, Superintendent Hamburg Borough School District No.1930 30 Linwood Avenue Hamburg, NJ 07419

#### Title: OTHER CAPITAL PROJECT DETERMINATION

THIS PROJECT DOES NOT IMPACT EDUCATIONAL ADEQUACY AND IS NOT SUBJECT TO DOE FINAL EDUCATIONAL ADEQUECY REVIEW.

RE: State Project # 1930-060-21-3000 Hamburg Borough Elementary School Telephone System Replacement Hamburg Borough School District Sussex County

Dear Ms. Sigman:

Your district has requested that the project referenced above be reviewed as an "other capital project" pursuant to the Education Facilities Construction and Financing Act, P.L. 2000, c. 72 ("EFCFA" or "Act") and the New Jersey Department of Education ("Department") implementing regulations at N.J.A.C. 6A:26-1 et seq. N.J.A.C. 6A:26-3.12 provides that other capital projects are not eligible for State support pursuant to EFCFA and the district has stated it is not requesting State funding for the project. The same section of the regulations also sets forth certain requirements for Department review of other capital projects, and approval, if the facility is to house students and is therefore subject to the educational adequacy requirements set forth in N.J.A.C. 6A:26-5.

#### I. Department determinations.

The Department now makes the following determinations regarding the above-referenced project.

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Hamburg Borough School District Project No: 1930-060-21-3000 May 5, 2021

- 1. This other capital project is consistent with the District's long-range facilities plan ("LRFP") as approved or as amended as of the date of this letter.
- 2. This other capital project is consistent with the District's applicable approved programmatic model contained in the District's approved LRFP, if any.
- 3. The District has stated the total amount of funds (cost estimate) the District intends to expend to complete the other capital project, and the total is **\$104,436.00**
- 4. This other capital project meets the educational adequacy requirements of <u>N.J.A.C.</u> 6A:26-5, if applicable.
- 5. This other capital project is consistent with the District's long-range facilities plan ("LRFP") as approved or as amended as of the date of this letter.

#### II. Description of the reviewed other capital project

The reviewed other capital project consists of the following components:

• The project scope includes, but is not limited to; the removal and replacement of existing phone system and related components with new phone system and related components.

Building System	Impacted Systems (X)	Description
Demolitions	X	
Communications	X	

#### III. TOTAL PROJECT COST \$104,436.00

#### IV. Actions to be taken

If the Department has reviewed the other capital project, the District may advance the project as follows:

A. Educational adequacy and Uniform Construction Code review. If the other capital project does not require final educational adequacy review, the district is not required to

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Hamburg Borough School District Project No: 1930-060-21-3000 May 5, 2021

make a final educational adequacy submission to the Department or pay the Department final educational adequacy review fees. The district may advance the project, including review for Uniform Construction Code ("UCC") compliance as required. If the district has submitted a release request form, with its project application, requesting municipal code enforcing agency review of plans for UCC conformance, the form will be forwarded to the New Jersey Department of Community Affairs with a copy of this letter for their action. If a release request form was not submitted with the project application and the district prefers to have the municipal code enforcing agency review its plans for UCC conformance, a completed release request form including State project # should be sent directly to:

New Jersey Department of Community Affairs Education Unit Division of Codes and Standards P.O. Box 817 Trenton, New Jersey 08625

If the other capital project **requires** final educational adequacy review, the district needs to apply to the Department for such review, and submit the total review fees, in the amount as determined under <u>N.J.A.C.</u> 6A:26-5.5, to the Department prior to proceeding with review of its construction documents for UCC conformance.

**B.** Local support and compliance with procurement laws. If the Department has reviewed the other capital project, the District may proceed to obtain local funding of the project, consistent with the local funding requirements of <u>N.J.A.C.</u> 6A:26-3.12. The District is reminded that if it issues school bonds for an other capital project, the resolution or question to the voters must specifically state that the other capital project is not eligible for State support. The District is further reminded that other capital projects, while not subject to the State funding eligibility criteria of school facilities projects, are required to conform to all other applicable statutes and regulations, including, but not limited to, the procurement laws, <u>N.J.S.A.</u> 18A:18A-1.1 et seq. and rules thereunder.

Please contact Richard Altringer, R.A., manager, Office of School Facilities, at (609)-376-3665 or richard.altringer@doe.nj.gov, with any questions regarding this matter. Hamburg Borough School District Project No: 1930-060-21-3000 May 5, 2021

Sincerely,

Bernard E. Piana fr.

Bernard E. Piaia, Jr. Director, Office of School Facilities

**BEP: RPA** 

C:

Commissioner Assistant Commissioner Rosalie Lamonte, Sussex County, Executive County Superintendent William Sabo, School Business Administrator Joshua Thompson, Parette Somjen Architects Richard Altringer, Manager, Office of School Facilities

Version: 030303-080607

#### **Reading Resource Survey 2021**

Kindergarten – Grade 4



Three resources were reviewed:

- Intro to Reading (Houghton Mifflin Harcourt)
- MyView (Pearson)
- Reading Fundamentals (Schoolwide)

#### The following areas and ratings were provided by our staff based on a pilot of the materials:

#### Aligned to the New Jersey Student Learning Standards

Intro to Reading	Good
My View	Superior
Schoolwide	Good

#### Appropriate grade level vocabulary

Intro to Reading	Good
My View	Good
Schoolwide	Good

#### **Online Features**

Intro to Reading	Yes
My View	Yes
Schoolwide	Yes

#### Differentiation

Intro to Reading	Superior
My View	Good
Schoolwide	Good

#### Addresses various learning styles

Intro to Reading	Good
My View	Good
Schoolwide	Good

#### **Curricular Integration**

Intro to Reading	Superior
My View	Superior
Schoolwide	Good

#### **Culturally diverse**

Intro to Reading	Superior
My View	Superior
Schoolwide	Good

#### **Special Needs Adaptations**

Intro to Reading	Superior
My View	Good
Schoolwide	Good

#### Use of manipulatives

Intro to Reading	Good
My View	Good
Schoolwide	Fair

#### Activities promote student inquiry, reflection, critical thinking and problem solving

Intro to Reading	Good
My View	Good
Schoolwide	Good

#### Sufficient practice for students

Intro to Reading	Good
My View	Superior
Schoolwide	Fair

#### **Hands on Activities**

Intro to Reading	Good
My View	Superior
Schoolwide	Fair

#### Assessment overall

Intro to Reading	Superior
My View	Good
Schoolwide	Fair

#### Supplemental Materials

Intro to Reading	Superior
My View	Good
Schoolwide	Fair

#### **Family Friendly Resources**

Intro to Reading	Good
My View	Good
Schoolwide	Poor

#### **Teacher Comments:**

#### Intro to Reading

- This program offers a HMH Go App which students can access easily at school and at home. This is a strong feature! There are excellent online resources, which would be especially helpful with remote learning. Their Gradual Release Philosophy of I do, We do, You do is excellent! I love how the program includes cross-curricular stories. This program also has a strong SEL component. I was impressed with this reading series.
- This one is my favorite choice! I feel that this program would work well with Fundations.
- HMH-Into Reading-probably our first choice
- Series contained student articulation videos. Series includes professional development. This series will work very well in conjunction with Fundations.
- Seems like a very thorough reading series that offers many differentiation options and has multiple reading genres that would engage all learners.

#### **My View**

- I liked how the workbook and textbook were consolidated into one book and that there is a section for students to add their own notes within their workbooks.
- I like how the program is easy to use and follow. It includes all necessary skills within the program as well (reading, writing, vocab).
- We feel this program would provide a smooth transition for our learning community. We are happy with the online content and availability of materials, as well as the additional and "new" resources and opportunities available to us.
- Make sure you purchase the common core addition.
- Was not able to score the parent support part of the survey due to lack of information about it.
- Without implementation of the program, some of the survey questions are can only be answered by review of materials.
- Being familiar with this resource will help provide a smooth transition for students from our current reading series to the new one.

#### Schoolwide

- Although we do like the incorporation of additional reading materials, we feel that we have access to our guided readers, school library, and other materials we already have in use. We feel that this program is not inclusive of all skills that our students need under the Language Arts umbrella.
- Minimal materials to assess whether this program is sufficient for all learners. Teacher guide was not user friendly. Unable to review any form of student workbook pages or weekly assessments. Does not provide many resources/ opportunities to differentiate the instructional material for leveled learners.
- Inadequate materials to make an accurate assessment, request for more materials was denied via the company due to expense.
- The Schoolwide summative assessments are aligned with PARCC. That seems outdated. Another negative is that the system components were described as "a la cart". Too expensive?
- I was not impressed with this program. The rep made no effort to support or sell the program.



DESIGN, INSTALL AND SERVICE DATA & VOICE # IPTV # CCTV SYSTEMS 10-F Greenwood Avenue, Woodbury, NJ 08096 Phone 556-686-0889 # Fax 856-686-0889

February 25, 2021

Mr. William Sabo, Interim SBA Hamburg School District 30 Linwood Avenue Hamburg, NJ 07419

Dear Mr. Sabo:

Enclosed is our revised State Contract proposal to replace the district's existing telephone system, paging system and clocks. Per the district's request, we have revised the number of telephones, clocks and speakers and added strobes and video door phones. Our proposal includes all parts and labor to install an integrated system that will enhance communications within the Hamburg School District and with the community as well. Please note that we have included all new cabling for the new phones. All parts and labor included in our proposal comes with a one year warranty.

We look forward to a forging a long term relationship with the Hamburg School District. If you have any questions, please feel free to contact me.

Sincerely

Michael Cuneo Vice President, Sales

Telepitone - 54,678.56 Pasing System - 35,775.18 Clock System - 14,168.63 \$104,622.37



DESIGN, INSTALL AND SERVICE DATA & VOICE & IPTV & CCTV SYSTEMS 10-F Greenwood Avenue, Woodbury, NJ 08096 Phone 850-686-0889 & Fax 856-686-0889

## Hamburg School District NEC-IP Telecommunications Proposal CCESC FY20-06

25-Feb-21

				22	25-Feb-21
Part Number	Description	Unit Price	Qty	Total Price	rice
BE113046	UM8000 Voicemail	\$ 777.60	1	ŝ	777.60
BE113018	Eight Port Digital Station Card	\$ 137.25	1	\$	137.25
BE113435	Eight Port Analog Station Card	\$ 260.10		بې	260.10
BE113037	ISDN-PRI Interface Card	\$ 543.60		۰. ب	543.60
BE116897	In Control Call Reporting Pkg	\$ 236.25	1	۰۰ ۱	236.25
Q24-FR000000107058	UM8000 550 Hour Compact Flash Drive	\$ 330.75	H	\$ \$	330.75
BE119150	Four Port Loop/Ground Start Trunk Card	\$ 101.70		ۍ ا	101.70
BE119590	SV9100 Essential License	\$ 18.90	2	ş	94.50
BE119591	SV9100 Productivity License	\$ 20.25	63	\$ 1,2	1,275.75
BE106407	Wall Mount Bracket Set for 19 Inch Chassis	\$ 94.50	.2	ş	189.00
A20-030439-001	Installation Cable	\$ 28.35	4	۰. به	113.40
Q24-FR000000138723	SV9100E CP20 Productivity System Package	\$ 1,653.75	7	\$ 1,6	1,653.75
Q24-DN000000138824	SV9100 Productivity Upgrade License for UM8000 Client	\$ 9.45	75	۰۰ ۲	708.75
BE114042	Resource License	\$ 4.95	88	\$	435.60
BE119153	Four Port Loop/Ground Start Daughter Card	\$ 92.25	-	ş	92.25
BE118977	DT930 Self Labeling Display	\$ 167.85	11	\$ 1,8	1,846.35
BE118958	DT930 6 Button Display	\$ 99.45	39	\$ 3,6	3,878.55
Q24-DN000000120213	SV9100 Multi Line Client (MLC) User	\$ 33.75	S	ş	168.75
CAT6CABLE200ft	Category 6 Cable 200ft	\$ 357.00	50	\$ 17,8	17,850.00
JP-4MED	Video Master Station	\$ 1,285.69	۲	\$ 1,2	1,285.69

JP-DV	Video Door Station	ŵ	267.79	Ч	ŝ	267.79
PS2420UL	24VDC 2A Power Supply	ŝ	111.79	2	Ś	223.58
JP-4HD	Video Submaster Station	Ŷ	973.69	-	ŝ	973.69
MCW-S/A	Desk Stand	s	25.99	2	ŝ	51.98
HES9600	Electric Door Strike	ŝ	288.91	1	5	288.91
AL176ULX	Dor Lock Power Supply	Ŷ	139.00	1	\$	139.00
8128	SIP Strobe Light	Ŷ	349.00	2	ŝ	698.00
Prevailing Wage Labor		Ş	137.37	146	\$ 2(	\$ 20,056.02
	Total Price:				\$ 5 <sup>7</sup>	\$ 54,678.56
*0						

\*Price includes a one-year warranty on parts and labor.



DESIGN, INSTALL AND SERVICE DATA # VOICE # 1PTV # CCTV SYSTEMS 10-F Greenwood Avenue, Woodbury, NJ 08096 Phone 850-686-0988 # Fax 856-680-0899

# Hamburg School District Bogen Communications Paging System CCESC FY20-06

25-Feb-21

Replace the existing paging system reutilizing the existing speakers and cabling. Price includes installing 15

147.00 476.60 \$ 1,530.00 \$ 35,775.18 175.00 369.00 450.00 143.00 1,743.00 581.00 \$ 29,259.81 865.00 35.77 **Total Price** ŝ 8500 213 Qty 10 83 83 ഹ ŝ --T 143.00 47.66 0.18 21.00 7.00 90.00 35.77 175.00 865.00 123.00 147.00 137.37 Unit Price ŝ 5 5 5 5 5 ŝ 5 5 5 5 5 **Total Price:** additional speakers in areas that currently do not have speakers. Wall Baffle Speaker Xfmr Assembly Speaker with Trans on White Grill Paging Horn 15 Watt with XFMR AMP, GS Series Public Address Tile Bridge for Speaker Mount Telephone Interface Module Central Processing Unit Tone Signal Generator Zone paging Module Speaker Cable Power Supply Description Prevailing Wage Labor S86T725PG8W Cable 18AWG Part Number WBS8725 PCMZPM PCMCPU PCMTIM PCMPS2 GS250D SPT15A TG4C LB0

\*Price includes a one-year warranty on parts and labor.

# 

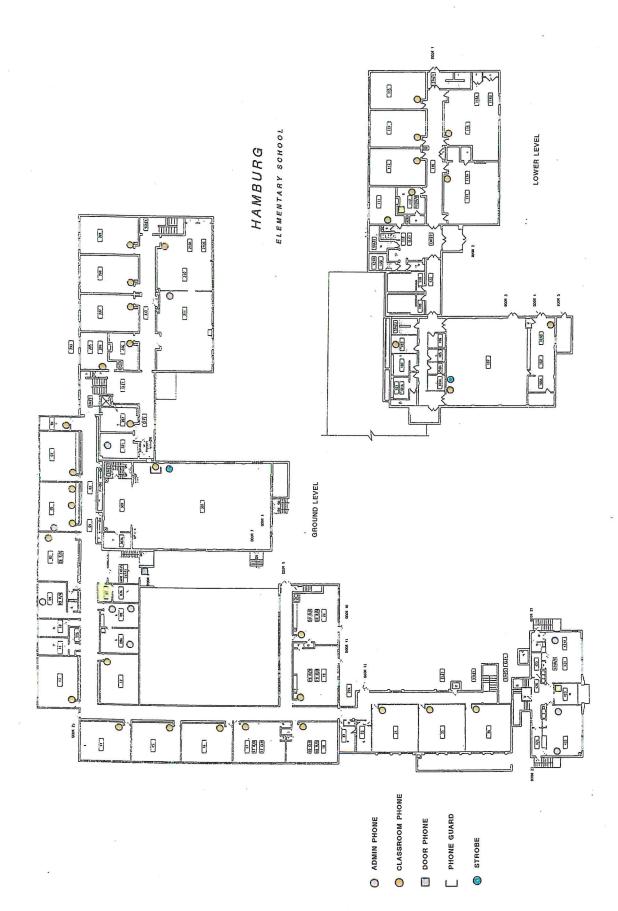
DESIGN, INSTALL AND SERVICE DATA IN VOICE IN IPTV IN CCTV SYSTEMS 10-F Greenwood Avenue, Woodbury NJ 08096 Phone 850-680-0883 IN Fax 856-680-0889

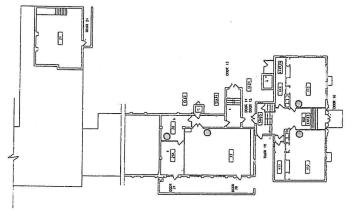
# Hamburg School District American Time and Signal Clock System CCESC FY20-06

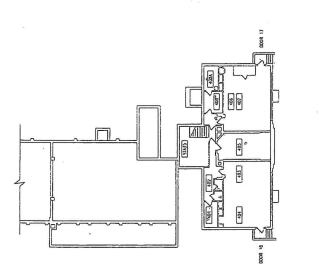
25-Feb-21

Part Number	Description	Unit Price	Qtv	Total Price
<b>SSQMSTR05N0E</b>	System Controller SSIQ 5 W Ethernet	\$ 2,196.00		\$ 2,196.00
H002647	Shelf Wall Mount	\$ 92.95	-	\$ 92.95
H006238	Battery Backup UPS	\$ 151.95	1	\$ 151.95
SQ56BADD304BP	12 Inch Standard Clock	\$ 144.00	47	\$ 6,768.00
SQ66BADD304BP	15 Inch Standard Clock	\$ 170.00	2	\$ 850.00
1500	Wire Guard	\$ 63.00	2	\$ 126.00
Prevailing Wage Labor	Labor to install and configure all equipment	\$ 137.37	29	\$ 3,983.73
	Total Price:			\$ 14,168.63
*Price includes a one-ver	*Price includes a one-vear warranty on parts and labor.			

\*Price includes a one-year warranty on parts and labor.

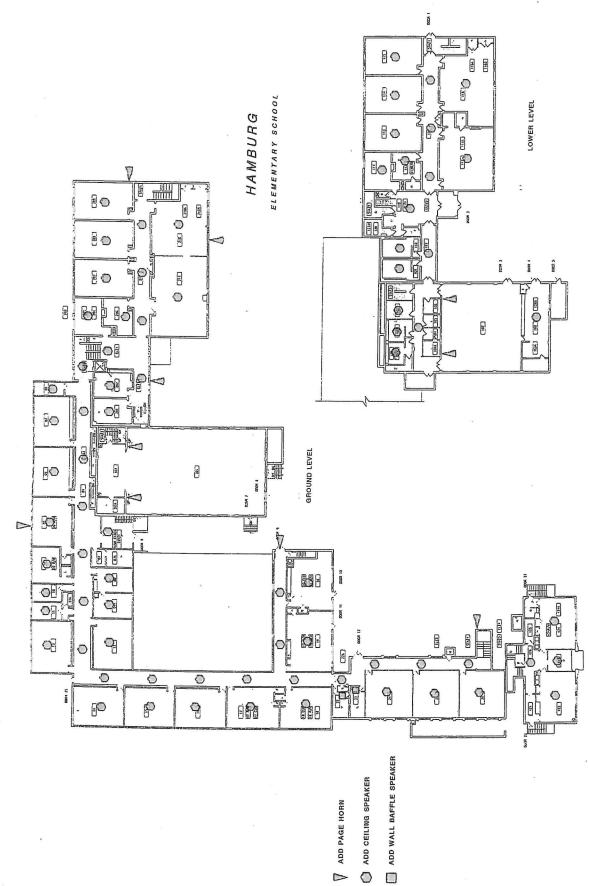




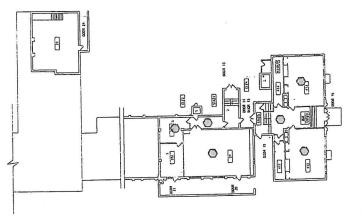


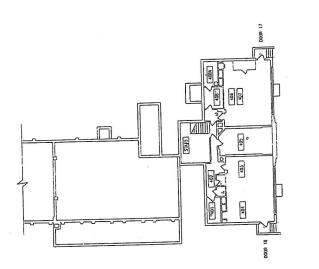
BASEMENT LEVEL

LOWER LEVEL



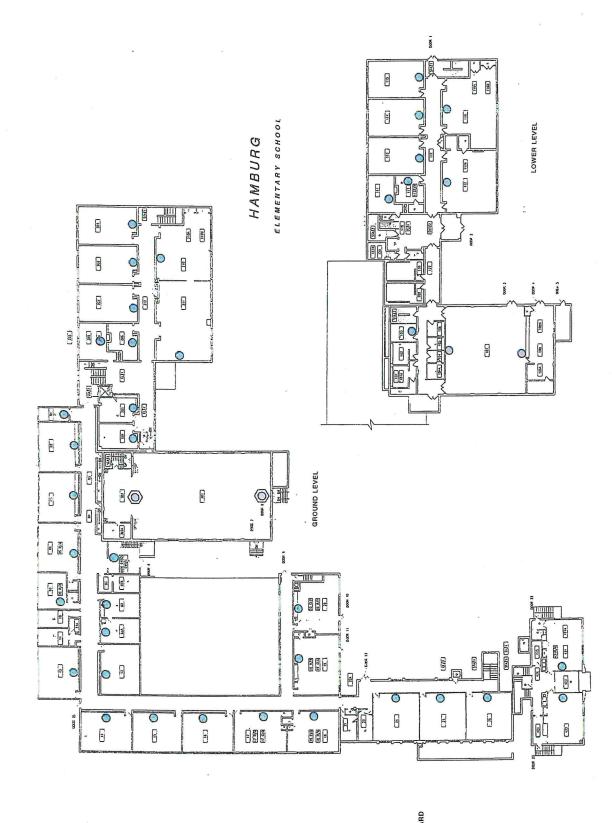
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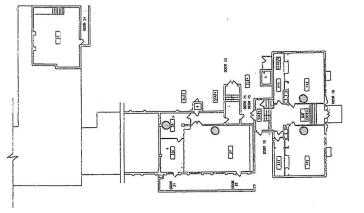


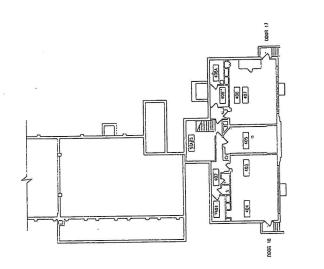
BASEMENT LEVEL

LOWER LEVEL









BASEMENT LEVEL

LOWER LEVEL



# Co-op# 65-MCESCCPS, BID# MRESC 19/20-38 Term 6/6/21-6/5/2022 Co-op# 65-MCESCCPS, BID# MRESC 20/21-13 Term 6/30/20-6/29/22

May 6, 2021

Hamburg Public School 30 Linwood Ave. Hamburg, NJ 07419

*Re: Hamburg Public School IP Video Upgrades* Quote # Q20-0084 Mr. Bill Sabo,

Subsequent to your request, Open Systems Integrators, Inc. is pleased to submit the following proposal to install a new IP Video Headend and new IP based cameras and reuse the existing infrastructure cameras in the Hamburg School.

- 1. Hamburg School: Base Project
  - A. Furnish and install two (2) interior 12MP vandal proof IP cameras. Cameras shall be located in Hallway in the BOE Administration Building on the first floor in the hallway between Child Study and Meeting Rooms and on the second floor mounted in the ceiling in front of the PTA office.
  - B. Furnish and install six (6) interior 4MP, (2 cameras x 2MP lenses) vandal proof dual view cameras. Cameras to be located in the following areas: (1) outside room 13 looking down hallway and at bathrooms, (1) first floor outside room 3, (1) first floor new wing outside room 115, (1) first floor outside Gym office and locker rooms, (1) second floor new wing Lobby, (1) second floor new wing outside room 210.
  - C. Furnish and install one (1) interior Multidirectional (3) lenses per camera housing, vandal proof IP 5MP per camera. Camera shall be located in the corridors at 3- way intersection: Near rooms 18 and 19.
  - D. Furnish and install three (3) 5MP cameras to be located in the following areas: two (2), in the Café at opposite corners and the third will be on the exterior outside room 209 around back.

211 Yardville Hamilton Square Rd, Hamilton, NJ 08620 – PHONE: (732) 792-2112 – FAX: (732) 792-9966







- E. Redirect the camera outside Room 209 to have it more pointing towards the AC Compressor.
- F. Provide and program twenty-four (24) Hanwah Wave-Pro Professional video channel licenses. Four (4) come with the new server.
- G. Provide and program one (1) recording system capable of storing 30 days of video. Cameras to be set up to record at 15 frames per second (FPS).
- H. Provide and install a sixteen (16) channel encoder to pick up the existing analog cameras utilizing the existing coax cable.
- I. Provide and install (5) patch panels and (5) D-Link switches for the new cameras to connect to.
- J. Test and commission the system.
- K. Provide end user training.

# System Cost:

The cost inclusive of equipment, installation, shipping, programming, testing, and commissioning utilizing the Educational Services Commission of New Jersey pricing amounts to.... \$62,380.00

Option to replace the older coax analog cameras and install new cat5 cable to operate new cameras. These cameras will be installed in the same general area of the existing analog cameras.

# Hamburg School: Option #1

- A. Furnish and install six (6) interior 2MP vandal proof cameras. Cameras shall be located in the following areas: Hallway outside Café looking at the bathrooms, Lower-Level Lobby, hallway outside Nurses Office, Main front entrance foyer, exterior viewing the main entrance doors, exterior viewing the BOE entrance door.
- B. Furnish and install two interior 4MP, (2 cameras x 2MP lenses) vandal proof dual view cameras. Cameras to be located in the following areas: hallway outside rooms 5 and 6, relocate existing camera in stairwell near room 209, the camera will be moved to cover both sides of the stairwell.
- C. Furnish and install exterior 6 MP camera outside room 12, the old PTZ camera.
- D. Furnish and install two 5MP cameras viewing the playground at the far end of the school near room 209 and 210.
- E. Furnish and install exterior 5MP camera viewing the new addition lobby and small courtyard area.
- F. Furnish and install new exterior location 5 MP x 4 lenses camera viewing the Pre-Kindergarten playground area.
- G. Furnish and install new exterior, Multiview (4) view camera, located at the end of the Gym, viewing the entrance walkway, stairs to main entrance, stairs to Gym and drop off loop.

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### System Cost:

The cost inclusive of equipment, installation, shipping, programming, testing, and commissioning utilizing the Educational Services Commission of New Jersey pricing amounts to.... \$38,690.00

# VALUE ADDED SERVICES:

- Freight
- Start-up and field supervision by designated OSI project manager
- One-year warranty against equipment and installation defects
- Testing
- Training

# **EXCLUSIONS:**

- Permit fees and associated expenses
- Stamped and/or sealed architectural drawings.
- Painting and patching

# **CONDITIONS:**

- Work is to be completed during normal business hours 7:00AM-3:30PM.
- Conduit and Wiremold raceway to be installed in areas to protect wiring.
- OSI to work closely with the Hamburg School IT Department. BOE to provide required IP addresses to make the system operational.
- OSI will provide info to IT Department as to where new switches, (MDF and IDF closets), will need to be provided.

# **TERMS**:

- 5% net 30 days after receipt of purchase order
- Net 30 days for subsequent invoices
- Partial payment invoices apply throughout the project.
- Retainage is not applicable.

Thank you for the opportunity to submit this proposal. If you have any questions or would like to discuss any portion of this proposal in more detail, please feel free to contact us at (732)792-2112 x1138 or e-mail me at jhammerton@osicorp.net

211 Yardville Hamilton Square Rd, Hamilton, NJ 08620 – PHONE: (732) 792-2112 – FAX: (732) 792-9966







Sincerely,

Jim Hammerton

Jim Hammerton Open Systems Integrators, Inc.

# All Purchase Orders Must Reference: Co-op# 65-MCESCCPS BID# MRESC 19/20-38 Co-op# 65-MCESCCPS BID# MRESC 20/21-13

211 Yardville Hamilton Square Rd, Hamilton, NJ 08620 - PHONE: (732) 792-2112 - FAX: (732) 792-9966





by Honeywell

# AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated \_\_\_\_\_, is made

BETWEEN

# HAMBURG SCHOOL DISTRICT

Whose principal address is 30 Linwood Avenue, Hamburg, New Jersey 07419 ("client"),

#### AND

# MATTHEW J. GIACOBBE, ESQ. OF CLEARY GIACOBBE ALFIERI JACOBS, LLC

Its successors and assigns, whose address is 169 Ramapo Valley Road, Upper Level Suite 105, Oakland, New Jersey 07436 ("Law Firm")

1. Legal Services to be provided: You agree that this Law Firm will represent you as follows:

To perform any and all legal services regarding negotiations and/or other labor relations matters and represent the Client, its agencies, departments, and sub-divisions, in any other matters. This includes, but is not limited to, State, Federal and administrative matters, legal opinions, review of contracts, research and consultation, etc.

The legal work includes all necessary Court appearances, research investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with the Client and with others, and related work to properly represent the Client in any such manner.

- 2. Legal Fees: The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the time spent on your case and the amount of other expenses.
- A. Hourly Rate. You agree to pay the Law Firm for legal services at the following rates:

Rate Per Hour	Services of	
\$150	All Attorneys	
\$ 90	All Law Clerks and Paralegals	

- B. All Service Will Be Billed: You will be billed at the hourly rates set forth in Paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing correspondence, travel to and from Court, legal research, negotiations and any other service relating to the subject matter of this Contract (minimum charge for 6 minutes.) Fees accrue for attendance at meetings.
  - 3. Costs and Expenses: In addition to legal fees, the Client will pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services (prevailing market rates), postage, and interpreter/translators' fee (prevailing market rates).

The Law Firm may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

- 4. Bills: The Law Firm will send you itemized progress bills from time to time, which are payable at the Client's regular monthly meeting. The Law Firm may require that some costs and expenses (See Paragraph 3) be paid in advance. All other bills for costs and legal expenses are due upon receipt.
- 5. Your Responsibility. You must fully cooperate with the Law Firm and provide all information relevant to the issue involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may withdraw from representing your or ask the Court for permission to do so.
- 6. No Guarantee. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.
- 7. Trust Money. Any money received by this Firm to be placed in our Trust Account will be placed in a <u>non-interest</u> bearing account unless specific written arrangements are made to the contrary.
- 8. Signatures. The Law Firm and Client have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.
- Duration. This Contract shall take effect on July 1, 2021 and continue until June 31, 2022. It may be cancelled on written notice by either party to the other.

10. Attorney shall comply with the requirements of P.L. 1975 C. 127 (N.J.A.C. 17:27) regarding Affirmative Action and Executive Order 11246 regarding Equal Employment Opportunity, as amended.

CLEARY GIACOBBE ALFIERI JACOBS, LLC

Í. GIACOBBE THE

HAMBURG SCHOOL DISTRICT

### <u>A G R E E M E N T</u>

THIS AGREEMENT, made as of this 25 day of May, 2021, between THE BOARD OF EDUCATION OF THE BOROUGH OF HAMBURG IN THE COUNTY OF SUSSEX hereinafter designated as the "Board of Education" and sometimes referred to herein as the "School District," party of the first part, and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, 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 timetable 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 <u>The Bond Buyer</u> 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 \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 and \$.75 per thousand dollars of any bonds in excess of \$15,000,000.

C. The base fee for each temporary financing issue not involving preparation of an Official Statement or attendance at the closing shall be \$.50 per thousand dollars of notes for the first \$15,000,000 notes issued and \$.40 per thousand dollars of notes for any notes issued over the first \$15,000,000, with a minimum fee of \$1,000 for temporary notes.

D. The following services will be rendered at an hourly rate of \$195 for attorney time and \$135 per hour for legal assistants: services rendered in connection with arbitrage compliance and related tax analysis, services involving offering, disclosure, official statement or private placement due diligence assistance work in connection with the issuance of obligations, attendance at meetings, attention to any litigation that may occur, construction contract drafting or negotiations and procurement advice, including review or drafting of power purchase agreements, negotiation 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 the State Department of Education, the Local Finance Board, the Schools Development Authority or other agencies, 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 unique 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 not exceeding \$5,000,000, our fee will be \$7,500.

G. In the event of a refunding bond issue, 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. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, filing fees, computer assisted research, book binding, messenger service or other costs advanced on behalf of the Board of Education.

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 S121 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 HAMBURG IN THE COUNTY OF SUSSEX

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

ATTEST:

Secretary

# McMANIMON, SCOTLAND & BAUMANN, LLC

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



200 Valley Road, Suite 300 Mt. Arlington, NJ 07856 973.298.8500

11 Lawrence Road Newton, NJ 07860 973.383.6699

nisivoccia.com

Independent Member BKR International

The Honorable President and Members of the Hamburg Board of Education 30 Linwood Avenue Hamburg, NJ 07419

We are pleased to confirm our understanding of the services we are to provide the Hamburg Borough Board of Education for the fiscal year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the Hamburg Borough Board of Education's (the "District's") basic financial statements as of and for the fiscal year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District'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 the District's RSI in accordance with auditing standards generally accepted in the United States of America. 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 generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis.
- 2. Budgetary Comparison Schedules.
- 3. Required Supplementary Information Pension and Post-Retirement Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the District'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 auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- 1. Schedule of expenditures of federal and state awards.
- 2. Supplementary combining and individual fund financial statements, and supplementary schedules, not included as RSI.

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 auditors' report will not provide an opinion or any assurance on that other information.

- 1. Introductory Section
- 2. Statistical Section

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective may also include reporting on:

- Internal control related to the financial statements and compliance with the provisions 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 related 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 and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, 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's OMB 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that 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's OMB 15-08 report on internal control over compliance will include a paragraph that states 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 the Uniform Guidance and NJOMB 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; audit requirements as prescribed by the Office of School Finance, Department of Education, State of New Jersey, 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; and the provisions of the Uniform Guidance and NJOMB 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Board of Education. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. 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 opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute 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 District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting 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 a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards 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 material 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. 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 the Uniform Guidance, 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 the Uniform Guidance and NJOMB 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. 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*, the Uniform Guidance and NJOMB 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 District'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*.

The Uniform Guidance and NJOMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable 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 OMB *Compliance Supplement* and the *State Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJOMB 15-08.

#### **Other Services**

We will also assist in preparing the financial statements, the required supplementary information, the supplementary information other than RSI including the schedules of expenditures of federal and state awards, and related notes of the District and as well as the other information schedules in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and NJOMB 15-08 based on information provided by you. Additionally, we will assist you in the preparation of a trial balance limited to formatting information into a working trial balance based on your management's chart of accounts. Finally, we will assist you with the adjustments to convert your budgetary basis records to the accrual basis of accounting and then to the district-wide basis with supporting schedules and calculations prepared by you. These nonaudit 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 financial statements, the required supplementary information, the supplementary information other than RSI including the schedules of expenditures of federal and state awards, and related notes of the District and as well as the other information schedules in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and NJOMB 15-08 based on information provided by you as well as assisting you in the preparation of a trial balance limited to formatting information into a working trial balance based on your management's chart of accounts and with the adjustments to convert your budgetary basis records to the accrual basis of accounting and then to the district-wide basis with supporting schedules and calculations prepared by you, and related notes services 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.

# **Management Responsibilities**

Management is responsible for (a) establishing and maintaining effective internal controls, 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; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) 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 and state awards, and for all accompanying information in conformity with U.S. generally accepted accounting principles; 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.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and NJOMB 15-08, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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 taken 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 government 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 government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government 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, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; 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 to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2021.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJOMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and NJOMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and NJOMB 15-08; (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 schedules of expenditures of federal and state awards.

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 OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information is in accordance with GAAP; (2) you believe the supplementary information is form and content, is 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 copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit 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 for the timing and format for providing that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, 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 relating to the financial statements, schedules of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, 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. We understand that you have designated the Business Administrator to be responsible and accountable for overseeing our services.

# Engagement Administration, Fees, and Other

You may request that we perform additional services not contemplated by 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.

We are not financial advisors under the SEC's definition related to debt issuances and we will not be performing those services.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings, if applicable. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' 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 auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of are reports are to be made available for public inspection

The audit documentation for this engagement is the property of Nisivoccia 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 a Cognizant or Oversight Agency for Audit or its designee, a federal or state 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 Nisivoccia 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 seven years after report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. 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.

Valerie Dolan is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for the audit and related services for the year ending June 30, 2020 will be \$27,468 and includes performance of the annual audit required by the Department of Education, preparation of the Comprehensive Annual Financial Report ("CAFR"), verification of the Application for State School Aid ("ASSA"), assistance in the preparation of the introductory and statistical sections of the CAFR from information provided by the District and conversion of the District's accounting records into financial statements in accordance with GASB Statement 34, preparation of the "Auditor's Management Report on Administrative Findings - Financial, Compliance and Performance" ("AMR") and the Audit Summary ("AUDSUM") required by the NJDOE Additionally, there is a additional fee of \$3,000 -\$5,000 for continued implementation and necessary audit procedures for GASB #68, GASB #75, GASB #84 along with any additional procedures related to COVID-19 or other audit procedures per the DOE audit program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Nisivoccia LLP will not act as dissemination agent for the Hamburg Borough Board of Education in connection with the Hamburg Borough Board of Education '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 Hamburg Borough Board of Education 's audited financial statements to the Hamburg Borough Board of Education 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 certain operating data, customarily consisting of the financial information, readily available in the financial statements of the District, contained in Appendix A to an Official Statement, and distribution of that data to the Hamburg Borough or its designated dissemination agent in an electronic format that complies with the Board of Education requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Hamburg Borough Board of Education, 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 Nisivoccia LLP shall not have any responsibility nor liability for the failure of the Hamburg Borough Board of Education, or its designated dissemination agent, to comply with the Hamburg Borough Board of Education 's secondary market disclosure undertakings.

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.

#### **MSRB** Municipal Advisor Rule:

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" 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[.]" Nisivoccia 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, Nisivoccia LLP cannot provide the Hamburg Borough Board of Education with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Hamburg Borough Board of Education may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Hamburg Borough Board of Education and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Hamburg Borough 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 Hamburg Borough 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 Hamburg Borough Board of Education that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Hamburg Borough Board of Education may be a declaration posted on the Hamburg Borough Board of Education '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 Hamburg Borough Board of Education and its independent registered municipal advisor that, by obtaining such representation from the Hamburg Borough Board of Education, 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 Hamburg Borough Board of Education to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Hamburg Borough Board of Education 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 Hamburg Borough Board of Education 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.

Government Auditing Standards require 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 2017 peer review is attached.

We appreciate the opportunity to be of service to the Hamburg Borough 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,

Valerie A. Dolan

VALERIE A. DOLAN, PARTNER NISIVOCCIA LLP

**RESPONSE:** 

This letter correctly sets forth the understanding of the Hamburg Borough Board of Education.

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

Title:

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



Greensburg Office Charles A. Deluzio, CPA Jeffrey P. Anzovino, CPA, MSA Joseph E. Petrillo, CPA Stacey A. Sanders, CPA, CSEP Lisa M. Altschaffl, CPA

Pittsburgh Office Kay L. Stonemetz, CPA, JD Daniel W. Wilkins, CPA

# Report on the Firm's System of Quality Control

To the Partners of Nisivoccia LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Nisivoccia LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

# **Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under Single Audit Act, audits of an employee benefit plans and examination of a service organization [Service Organization Control (SOC) 1].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Nisivoccia LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Nisivoccia LLP has received a peer review rating of pass.

elye : Company LIP

Deluzio & Company LLP December 27, 2017



351 Harvey Avenue, Suite A, Greensburg, PA 15601 // p - 724-838-8322 // f - 724-853-6500 2403 Sidney Street, Suite 275, Pittsburgh, PA 15203 // p - 412-481-1900 // f - 412-481-1923 TATA DaluzioCPA com

# Regular Meeting May 25, 2021 - DOCUMENT F

#### AGREEMENT

#### -BETWEEN-

# HAMBURG BOARD OF EDUCATION

# -AND-

# PARETTE SOMJEN ARCHITECTS, LLC

FOR PROFESSIONAL SERVICES AS ARCHITECT OF RECORD

*For the period July 1, 2021 – June 30, 2022* 

Dated:

# Exhibit A



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

Partners \*William Bannister, AIA \*John Carton, AIA Stephen D. Quick, AIA

Sr. Associate Edward Neighbour, AIA

Associates Hae-An Chyun, AlA Steven Colella, AlA \*David Didimamoff, AlA Melissa Insinga, NCIDQ C. William Ross, AlA Joshua Thompson, AlA Rachel Tiedemann, AlA

\*LEED AP

THE FOLLOWING FEE SCHEDULE WILL BE IN EFFECT DURING 2021/2022 SCHOOL YEAR

As Architects of Record, we will be on "stand by" to respond to any projects with which the Board of Education needs assistance. While we have provided hourly rates as a place holder, when projects are assigned we will continue to prepare and commit to fixed fee proposals.

#### HOURLY RATES

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

TITLE	HOURLY RATE
Principal(s): Licensed Architect	\$167
Partner(s): Licensed Architect	\$167
Director(s)	\$157
Senior Associate(s)	\$157
Associate(s)	\$146
Senior Project Architect(s)	\$146
Senior Certified Interior Designer(s)	\$146
Project Architect(s)	\$125
Project Engineer(s)	\$125
Project Manager(s)	\$125
Contract Administrator	\$110
Senior Assistant Project Manager(s)	\$105
Assistant Project Manager(s) / Staff Architect(s)	\$90
Certified Interior Designer(s)	\$90
Job Captain	\$82
Architectural Intern(s) / Designers: Level 3	\$81
Architectural Intern(s) / Designers: Level 2	\$78
Architectural Intern(s) / Designers: Level 1	\$64
Administrative Assistants	\$54

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.

# AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the HAMBURG BOARD OF EDUCATION ("Board"), located at 30 Linwood Avenue, Hamburg, NJ 07419 and PARETTE SOMJEN ARCHITECTS, LLC ("Provider"), located at 439 Route 46 East, Rockaway, New Jersey 07866 for the July 1, 2021 through June 30, 2022 School 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 <u>N.J.S.A.</u> 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 mater 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. The term of this Agreement and any extensions thereof shall not exceed one year.
- 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 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 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.
- 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 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. Subject to paragraph 2(B) of this Agreement, the Provider shall provide the Board with the 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 interest at a 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. Limitation on Liability. 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 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, <u>N.J.S.A.</u> 18A:12-21 et seq. and <u>N.J.A.C.</u> 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 Sussex 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 not 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 <u>N.J.S.A</u>. 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, <u>N.J.S.A.</u> 19:44A-20.4 <u>et seq</u>. 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. <u>N.J.A.C.</u> 13:6-1.3 MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

Pursuant to the provisions of <u>N.J.S.A.</u> 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. 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.

# 20. 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: Hamburg Board of Education 30 Linwood Avenue Hamburg, NJ 07419 Phone: (973) 827-5417 Facsimile: (973) 827-3624 Attention: William Sabo, Interim School 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.

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

ATTEST:

HAMBURG BOARD OF EDUCATION

Ву: \_\_\_\_\_

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

ATTEST/WITNESS:

PARETTE SOMJEN ARCHITECTS, LLC

Ву:\_\_\_\_\_

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

# Agreement to Provide

# **Professional Services**

This Agreement made this 2nd day of March, 2021 By and Between, J and B Therapy, LLC with offices at P.O. Box 151, Augusta, New Jersey 07822 and Hamburg School District with offices located at 30 Linwood Avenue, Hamburg, NJ 07419(hereinafter "school district" or "district").

#### WITNESSETH:

WHEREAS, Contractor is engaged in the provision of professional services including but not limited to: occupational, physical and/or speech therapy services, behavioral support services, educational support services, psychological services, social work services, home instruction services, and reading specialist services (hereinafter "services") and related services through licensed professionals and aides and school district is in need of such services for certain of its students and wishes to secure the services of professionals through Contractor and Hamburg School District. WHEREAS, the parties wish to set forth the terms upon which said services will be provided,

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties hereto covenant and agree as follows:

A. SCOPE OF SERVICES: Contractor will provide for school district's account and at school district's expense, services to those students who are referred by the school district, under the supervision of the Director of Special Services of the school district or such other person as is specified by the district, in writing. Contractor will maintain records as required by the I.E.P. and will verify that all professionals furnished by Contractor maintain current licensure and registration as required by state and federal law. Contractor will likewise verify that professionals so furnished

will have school certification including criminal history check as well as professional liability insurance in the amount of \$1,000,000/\$3,000,000. The following services will be provided:

- 1. Provision of screenings as requested by the child study team;
- 2. Provision of direct treatments as specified by the I.E. P.;
- Provision of indirect service for I.E.P. meeting as well as monitoring, consultations, parent meeting and progress report writing;
- Provision of written documentation, including daily notes, quarterly or other progress notes, evaluations, screening reports, goals and objectives;
- Provision of meeting time with Administrators/Director of Special Services as mutually agreed by the school system and Contractor;
- Such additional services as shall be mutually agreed upon by Contractor and school district prior to the provision of such services

B. PAYMENT FOR SERVICES AND BILLING: Services furnished will be recorded and accounted for by Contractor in terms of hours and dates worked and same will be detailed on billings to be submitted by Contractor for which services school district agrees to pay at a rate per hour or per service so billed as listed below:

Service	Rate
Occupational, and/or Physical Therapy	\$92.00/hour
Speech Therapy	\$87.50/hour
Educational Support Services (LDTC)	\$93.00/hour
Psychologist Services	\$93.00/hour
Evaluations*	\$405.00/evaluation
Behavioral Support Services	\$93.00/hour
as provided by BCBA/Behavioral Supervisor	(3 hours/week minimum)
Behavioral Plans & Functional Behavior Assessments#	\$93.00/hour
Behavioral Support Services	\$93.00/hour
as provided by a Behaviorist	
Reading Specialist	\$82.50/hour
Home Instruction	\$65.00/hour
Social Work Services	\$82.50/hour

*ABA Paraprofessional Services	\$35.00/hour
*Paraprofessional Services	\$28.00/hour
Teacher of the Deaf Services	\$135.00/hour
Administrative Fee	1%

\*Includes, but is not limited to, evaluations for Occupational Therapy, Physical Therapy, Speech Therapy, Educational Assessments, and Psychological Evaluations. Each evaluation includes but is not limited to: student record review, staff/teacher interview and consultation, parent interview, student observation, direct administration of assessments, therapist observation, completed report (with goals and objectives, as applicable). This charge is applicable regardless of whether the professional has regularly scheduled time for other student contact.

#Behavioral Plans are not to exceed ten (10) hours per plan; Functional Behavior Assessments are not to exceed eighteen (18) hours per assessment.

Billing will be based on scheduled time within a school district as mutually agreed upon by the contractor and the school district. The school district will be billed for one fifteen-minute break for a professional working from two to three and three quarter hours daily. The school district will be billed for two fifteen minute breaks for a professional scheduled to work four or more hours daily. The school district will be billed at least .5 hours daily for preparatory time for speech services. Preparatory time for services other than speech will be as agreed upon by the contractor and the school district. The minimum charge for services for a single student at a single location or at an off-site location will be .5 hours more than the treatment time, making the minimum charge no less than one hour. The school district will be billed no less than one hour for any service cancelled for any reason including student absence if the professional arrives on site for said service without prior notice of cancellation.

Contractor will submit a payment voucher attached to said detailed billing twice monthly and payment will be made not more than 30 days following school district's receipt of the voucher and billing.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

- 1. School district will pay Contractor within 30 days of receipt of payment voucher and billing detail.
- 2. School district will make available all records, documentation and other information relevant to the services rendered to a particular individual upon request and as a matter of routine.
- 3. School district will provide supplies and equipment necessary to the provision of services rendered as determined by Contractor or the responsible professional.
- 4. School district will remain liable for payment of time scheduled, whether or not professional services are performed, unless failure to perform such services shall result from cancellation of school and reasonable notice of such cancellation to professional or on account of professional's absence.
- 5. School district will treat any confidential and or personally identifying information regarding contractor's own staff, with care and confidentiality. The school district will appropriately retain such information for no longer than is necessary for its intended purposes.

D. ASSIGNMENT OF DUTIES: School district recognizes that Contractor may assign, subcontract or delegate professional duties at any time while this contract is in effect to a licensed therapy provider capable of providing the services contemplated by the terms of this agreement.

E. CANCELLATION: Either party may cancel this Agreement by written notice to the other in accordance with the following schedule:

 From September 1 until June 1 of the year following, cancellation will be effective upon not less than 90 days prior written notice, mailed or personally delivered after September 1, and prior to the following June 1.

Page 4 of 6

- From June 1 through September 1, cancellation will be effective upon not less than 120 days prior written notice mailed or personally delivered to the other party after June 1 and prior to the following September 1.
- Individual services may be cancelled effective upon not less than 60 days prior written notice mailed or personally delivered between Sept. 1 and June 30<sup>th</sup>.

### F. GENERAL CONDITIONS:

- School district acknowledges that contractor, or any professional provided pursuant to the terms hereof may provide services to any other school system, facility or district or to any other client, public or private.
- 2. The parties agree to cooperate in all respects so as to coordinate their efforts in the production of a collaborative evaluation of the services provided to the benefit of the individuals to whom the same are afforded.
- 3. The School District agrees to refrain from employing or contracting directly with professionals who have worked or work with the contractor during the term of the agreement and for two years hereafter.
- 4. This document contains the entire Agreement between the parties hereto.
- 5. Mutual Agreement to Arbitrate Claims: J&B Therapy, LLC hopes that differences will not arise. If they do, the School District is encouraged to discuss and resolve them with the Contractor. If differences cannot be resolved informally between the School District and the Contractor, it is agreed that they will be resolved through binding arbitration before a neutral panel of arbitrators. The School District and Contractor agree as a condition of Agreement to be bound by the mutual agreement to arbitrate claims. Therefore, the parties shall be precluded from bringing or

raising in court or another forum any dispute that was or could have been brought or raised under the procedures set forth in this Agreement.

6. This Agreement becomes effective on July 1, 2021 and will end on

June 30, 2021, unless extended by mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused these present to be signed by their

authorized signatories:

Hamburg School District

BY:

AUTHORIZED SIGNATURE

J & B THERAPY, LLC

John J. Knig IL

BY:

JOHN F. KRIEGE, IV - PARTNER

Reperced. King HA, OTR

BY:

REBECCA L. KRIEGE- PARTNER

Mar 26 21, 06:45p gurbir saluja



**Vernon** Pediatrics

Your Health. Our Purpose.

Gursir Saluja, MD • Manmohan Saluja, MD • Gurmit Saluja, MD

March25th,2021

Mr.William Sabo

Interim Business Administrator/Board secretary

Hamburg school District

30 Linwood Ave

Hamburg, NJ 07419

Dear Mr. Sabo,

Please be advised that I would love to continue to provide the Professional

Services as a school Physician for the year 2021-2022, as per your letter dated 3/1/21 for \$2500.00 per annum.

It has been a great pleasure to work with Mrs. Mary Brady RN and the

entire staff at the school for so many years.

I would like to express my sincere appreciation for your kind consideration,

of offering the position.

Hopefully 2021-2022 will be better year overall for the health and wellbeing of the community than 2020-2021.

I would like to highly commend Mrs. Sigman and her entire team for navigating

through the COVID Pandemic crisis for the safety of children and staff.

Enclosed please find the other paperwork as requested.

Thank you.

Sincerely

Gurbir S. Saluja, M.D.



### 2021-2022 AGREEMENT

### for

### CONTINUING DISCLOSURE and INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT, valid for the fiscal year noted above, (the "Agreement") by and between Hamburg Borough School District, 30 Linwood Avenue, Hamburg, New Jersey 07419 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

### WITNESSETH:

WHEREAS, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") in connection with one or more bond issuances to provide specific financial and other information and notices, within specified timeframes, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to be its Independent Registered Municipal Advisor ("IRMA") and to offer such municipal advisory services as may be requested until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

### Section 1 - CONTINUING DISCLOSURE SERVICES

1. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs and as specified under the Rule, including any required posting of any material event ("Event") notices.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
- ii. Notify the Disclosure Agent <u>immediately</u> of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule, unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
  - i. Codify Issues That Are Subject to Continuing Disclosure To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.

### ii. Security Set-up

We enter in our proprietary database details of each outstanding issue and its filing obligations. This security set-up applies our database functionality to your issues.

### iii. Review Data contained in Official Statements

The Disclosure Agent will review the Issuer's Official Statements for information concerning disclosure obligations and discuss the filing or reporting obligations with the Issuer. Our review will include other financial obligations undertaken of which we are made aware.

 Monitor, React, and Meet Filing Deadlines
 The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

# v. File Financial and Operating Data to Meet Your Obligations

In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the Issuer and other of the Issuer's retained professionals.

# vi. File Documents Uniformly, Accurately, and Promptly

EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.

The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.

### vii. Confirm Filings to Client Promptly

The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.

# viii. Coordinate and Submit Voluntary Information

Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.

# ix. Monitor Need for Material Events and Timely Filing of Notices

There is a significant list of items that regulators deem to be Events, whose incurrence requires a notice to be posted within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.

### x. Actively Monitor Issuer Rating Changes

Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.

# xi. Monitor Bond Insurer and Program Rating Changes

If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.

# xii. Provide a Comprehensive Report Each Fiscal Year

We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.

### xiii. Acceptance of Annual Report

The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure Agent within ten (10) business days any error, discrepancy, omission, or concern relating to the Annual Report's accuracy or completeness.

We, the Issuer, and Phoenix Advisors agree that after ten (10) business days, without notice from the Issuer, the Annual Report is accepted by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, as set forth below:
  - i. \$1,000 base fee
  - ii. \$450 per issue set-up charge, <u>discounted to \$200</u> if Phoenix Advisors serves as Municipal Advisor on the transaction.
  - iii. \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
  - iv. All fees are accumulated and invoiced toward the end of the relevant year.

### Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- 1. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning municipal securities issuance be licensed and regulated by the SEC and the MSRB to provide any such advice.
  - i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
  - ii. Phoenix Advisors professionals are Series 50 licensed and, as appropriate, a Series 54 license. Importantly, all licensees are subject to a continuing education protocol.
  - iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.

- II. There is no separate fee, financial cost, or obligation concerning the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer asrequested.
  - iv. The Issuer, through the designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
  - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases, or bank loans the Issuer may embark.
- III. When, and if, the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, then a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgment.

### Section 4 – AGREEMENT TERM AND CONDITIONS

- I. Phoenix Advisors nor any individual representing Phoenix Advisors possess any authority concerning any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Issuer and Phoenix Advisors have caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

7

HAMBURG BOROUGH SCHOOL DISTRICT

David B. Thompson, Chief Executive Officer

Regular Meeting May 25, 2021 - DOCUMENT NP1

RECEIVED MAY 1 4 2021



State of New Jersey

PHILIP D. MURPHY Governor

SHEILA Y. OLIVER Lt. Governor DEPARTMENT OF EDUCATION Sussex County Office of Education 262 White Lake Road Sparta, NJ 07871 Tele: (973) 579-6996 Fax: (973) 579-6476 Angelica Allen-McMillan, Ed.D. Acting Commissioner

DR. GAYLE CARRICK ED.D. Executive County Superintendent

May 11, 2021

Kimberly Sigman, Superintendent Hamburg Borough School District 30 Linwood Ave Hamburg, NJ 07419

Dear Ms. Sigman:

I have reviewed the employment contract for Mr. William Sabo, Interim School Business Administrator/Board Secretary, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for the period July 1, 2021 to June 30, 2022 with an hourly rate of \$77 to an approximate yearly salary of \$64,064.

If there are any changes to the terms of this contract, you will need to submit it to the Sussex Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Kindly send a signed copy of the contract to our office.

Sincerely,

Gayle Carrick, Ed.D. Executive County Superintendent

CC: Mr. William Sabo

### CONTRACT FOR INTERIM SCHOOL BUSINESS ADMINISTRATOR

**THIS CONTRACT OF EMPLOYMENT** is made and entered into this **25th day of May**, **2021**, by and between the **HAMBURG BOROUGH BOARD OF EDUCATION**, with offices located at 30 Linwood Avenue, Hamburg, New Jersey, 07419 (hereinafter "the Board)

and

WILLIAM J. SABO, whose position is to be the Interim Business Administrator/Board Secretary (hereinafter "Interim Business Administrator")

**NOW THEREFORE** the Board and the Interim Business Administrator, for the consideration herein specified, agree as follows:

In consideration of mutual promises contained within this Contract of Employment, the Interim Business Administrator agrees to perform the professional services set forth in this Contract with the standard of professional care and skill customarily provided in the performance of such services. In return, the Board agrees to pay the Interim Business Administrator such amounts as are specified upon the conditions which follow:

### 1. TERM

The Board hereby agrees to employ Mr. William J. Sabo as the Interim Business Administrator of Hamburg School for the period beginning 1 July 2021 and ending at 11:59 PM on 30 June 2022.

### 2. PROFESSIONAL CERTIFICATION

The Interim Business Administrator shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Business Administrator/Board Secretary. In the event the Business Administrator's certificate issued by the Department of Education is revoked, this Contract is null and void as of the date of the certificate revocation.

The Interim Business Administrator further agrees to comply with all other legal requirements respecting the employment of an Interim Business Administrator.

3. DUTIES

The Interim Business Administrator agrees to give his best professional services and to faithfully perform the school business administrative and central office administrative duties and special project assignments as assigned by the Board, the Chief School Administrator and as prescribed by Federal and State law, the regulations of the State Board of Education and other agencies, the by-laws, policies and regulations of the District, and the job descriptions as existing and as may be amended by the Board from time to time. The Board agrees to extend the protections of N.J.S.A. 18A:16-6 and other financial loss resulting from civil action for acts or omissions arising out of and in the course of the performance of these duties. The Interim Business Administrator agrees to cooperate fully and to assist the Board with its defense of any actions against him and/or the Board.

### 4. PROFESSIONAL DEVELOPMENT

The Board shall pay for the Interim Business Administrator's attendance at workshops and conferences upon approval of the Board.

### 5. MEMBERSHIP IN PROFESISONAL ORGANIZATIONS

The Board agrees to pay the memberships in the following professional associations for Interim Business Administrator for the 2021-2022 school year:

- a. New Jersey Association of School Business Officials
- b. Sussex Association of School Business Officials
- c. New Jersey School Building & Grounds Association

### 6. COMPENSATION

a. Salary:

The Board shall pay the Interim Business Administrator an hourly rate of Seventy-seven Dollars (\$77.00) for the term of this Contract. It is agreed that the Interim Business Administrator shall work approximately sixteen hours a week as needed and that he shall attend all Board meetings in his role as Interim School Business Administrator/Board Secretary without additional compensation other than the hourly rate set forth herein. The Interim Business Administrator shall only be paid for days and hours worked and any additional hours in excess of the above stated hours shall be approved by the Superintendent of the Hamburg Borough School District.

b. Expenses:

The Board shall reimburse the Interim Business Administrator for expenses incurred for the sustenance and travel within the District in the performance of the Interim Business Administrator's duties under this Contract in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Interim Business Administrator shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A. 18A:11-12 and regulations promulgated thereunder.

The Board shall reimburse the Interim Business Administrator the cost of cell phone/mobile voice/data communications package(s) and/or hardware not to exceed \$2,000 per fiscal year.

c. Benefits:

The Interim Business Administrator shall not be entitled to medical or dental benefits.

### 7. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless and indemnify the Interim Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Business Administrator in his official capacity as an agent of the Board, provided the incident arose while the Interim Business Administrator was acting within the scope of this Contract and, as such, liability coverage is within the authority of the Board to provide under State law. In the event the Interim Business Administrator is subject to criminal proceedings brought against him in his official capacity as an agent of the Board, the Board shall not be responsible to defend him or hold him harmless for the costs and expense incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Interim Business Administrator. The Interim Business Administrator agrees to cooperate fully and to assist the Board with its defense of any action against him and/or the Board.

If a conflict exists with regards to the defense of any claim between the legal position of the Interim Business Administrator and the legal position of the Board, the Interim Business Administrator may engage legal counsel of his/her choice at an hourly fee not to exceed the hourly fee charged by counsel to the Board at the time that such special counsel for the Interim Business Administrator is engaged. In the event that it shall be necessary to engage special counsel on behalf of the Interim Business Administrator, the Board shall be responsible for the reasonable costs of legal defense for the Interim Business Administrator as permitted by state law and at the hourly rate stipulated above. The Board will provide the Interim Business Administrator with professional liability insurance coverage under a policy covering the members of the Board and the Interim Business Administrator for errors and omissions. The premium shall be paid by the Board.

### 8. TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Upon thirty (30) days written notice without cause by either party;
- c. In the event that the Interim Business Administrator's certificate is revoked, this Contact shall become null and void as of the date of revocation;

or

d. Actions consistent with law.

### 9. COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and upon the prior approval of the Executive County Superintendent for Sussex County.

### 10. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract of employment.

### 11. SAVINGS CLAUSE

If during the term of this Agreement, it is found that a specific clause of this Agreement is contrary to Federal or State law, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

**WHEREAS**, the Interim Business Administrator approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

**WHEREAS**, this Contract of Employment has been approved by a vote of the Members of the Hamburg Board of Education at its meeting of 25 May 2021, said action having been made a part of the official minutes of the meeting.

**IN WITNESS WHEREOF**, the parties set their hands and seals to this Contract of Employment effecting on the day and year first above written.

Witness:

William J. Sabo Interim Business Administrator/Board Secretary

Date

Witness:

Robert Jones, President Hamburg Board of Education

Date

SCHOOL BUSINESS ADMINIST		NUN					
Detailed Statement of Contract Cos	ts					(	
District: Hamburg Boro							
Name: William J. Sabo							a
Iob Title: Interim Business Administrator							
District Grade Span: K-8					ļ		
On Roll Students as of 10-15-2020: 234							
					-		
Contract Term:	2	2020-21	2	021-22	Dif	ference	% Inc
Salary	·						
Salary: +/-16 hours per week @ \$77/hour, 52 weeks/yr	\$	62,400	\$	64,064	\$	1,664	2.67%
Subcontracted Services	\$	-	\$	-	\$	-	
Longevity	\$	-	\$	-	\$	-	
Total Annual Salary	\$	62,400	\$	64,064	\$	1,664	2.67%
Additional Salary			L				
Quantitative Merit Goals	\$	-	\$	-	<u> </u>		
Qualitative Merit Goals	\$	+-	\$	-			**=**************
Additional Compensation - Describe:	\$	-	\$	-			
Total Additional Salary	\$	-	\$	-	\$	-	#DIV/0!
Total Annual Salary plus Additional Salary	\$	62,400	\$	64,064	\$	1,664	2.67%
Board Contribution for Cost of Premiums for:					]		
Health Insurance	\$	_	\$	-			
Prescription Insurance	\$	-	\$	-			
Dental Insurance	\$	-	\$	-			
Vision Insurance	\$	-	\$	-			
Disability Insurance	\$		\$	-			
Long-term Care Insurance	\$	-	\$	-			
Life Insurance	\$	-	\$	-		_	
Other Insurance - Describe:	\$	_	\$	-			P.//
Waiver of Benefits	\$	-	\$	-			
Section 125 Plan Reimbursements - Describe:	\$	_	\$	-			
Board Contribution for Cost of Premiums	· ·	-	\$	-	\$	-	#DIV/0!
Employee contribution to health benefits as per law			\$	-	\$	-	#DIV/0!
Total Health Benefit Compensation		_	\$	-	\$	-	#DIV/0!
Other Compensation	<u> </u>				<u> </u>		
Travel and Expense Reimbursement (Estimated Annual Cost)-Est.	\$	1,000	\$	1,000			
Professional Development (Capped Amount or Estimated Annual Cost)-Est.	\$	500	\$	500			
Tuition Reimbursement	\$		\$				·····
Mentoring Expenses - Describe:	\$		\$				
National/State/County/Local/Other Dues-Estimated	\$	1,000	\$	1,000			
	\$		\$				
Subscriptions	7		<b>,</b>				
Board Paid Cell Phone or Reimbursement for Personal Cell Phone-reimbursed	\$	ton	\$	2,000	, ,		
Computer for Home use, including supplies, maintenance, internet	\$	-	\$	-			
Other - Describe:	\$	-	\$	-			
Total Other Compensation	\$	2,500	\$	4,500	\$	2,000	80.00%
Sick and Vacation Compensation							
Maximum Payment for Unused Sick Leave Upon Retirement	\$		\$				
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$	***	\$	-			
Total Sick and Vacation Compensation	\$		\$				
TOTAL CONTRACT COSTS	\$	64,900	\$	68,564	\$	3,664	5.65%

Hamburg Board of Education Budget Transfers printed on 5/3/2021 Report Includes Effective Dates from Apr 30, 2021 to Apr 30, 2021

### Regular Meeting May 25, 2021 - DOCUMENT J

Data Source Assault T'			
Date Source Account/Title	Target Account/Title	Comments	Amount
04/30/2111-000-291-270-000-000 GROUP HEALTH INSURANCE	12-000-261-730-000-000 MAINTENANCE EQUIPMENT	KS APPROVED TRANS 4/30/2021	6,000.00
04/30/2111-000-262-610-000-000 CUSTODIAL SUPPLIES	11-000-262-621-000-000 NATURAL GAS	KS APPROVED TRANS 4/30/21	2,000.00
04/30/2111-000-291-270-000-000 GROUP HEALTH INSURANCE	11-000-219-320-000-000 CST EVALS	KS APPROVED TRANS 4/30/2021	6,000.00
04/30/2111-000-291-270-000-000 GROUP HEALTH INSURANCE	11-190-100-610-001-000 GENERAL SUPPLIES	KS APPROVED TRANS 4/20/21	20,000.00
	Т	he total of all transfers within fund 10 is:	34,000.00

K. Signan

# Hamburg Borough Board of Education FY 2021-22 Tax Requisition Schedule Adopted 25 May 2021

MONTH	GENERAL FUND	MEMO
JULY 2021	419,459	
AUGUST 2021	419,459	
	224,400	Debt Service
SEPTEMBER 2021	419,459	
OCTOBER 2021	419,459	
NOVEMBER 2021	419,459	
DECEMBER 2021	419,462	6 mo. \$ 2,741,157
JANUARY 2022	419,459	
FEBRUARY 2022	419,459	÷
MARCH 2022	419,459	
APRIL 2022	419,459	
MAY 2022	419,459	
JUNE 2022	419,461	6 mo. \$ 2,516,756
TOTAL TAXES:	5,257,913	

FY2020-21 FEDERAL GRANTS ESEA/IDEA-HAMBURG BORO BOE Approved 23 June 2019. 27 October 2020, 26 Janaury 2021 Approved 23 February 2021 Approved 25 May 2021

FUNCTION & OBJECT			ESEA- TITLE I	ESEA- TITLE 2A	ESEA- TITLE 4.	PS IDEA	BASIC	COMMENTS-salaries are depicted as salary defrayed by grant/total salary.
100-100	SALARY- AIDES		\$33,740					D'Aprile [\$9,902/\$10,490], Green [\$12,160/\$13,195], Ratzer [\$8,638/\$12,501], McDevitt [\$3,040/\$11,491]
	SALARY- AIDES						\$21,000	Budzelova [\$8,000/\$19,486], Clark [\$4,200/\$12,140], Evans [\$4,200/\$12,639], Desino [\$600/\$12,639], Venezia \$21,000 [\$2,000/\$9,105], Zwerver [\$2,000/\$12,140]
	SALARY-AIDE					\$4.329		Budzelova [\$4.329/\$19.486]
XXXXXXXXX		SUBTOTAL §	\$33,740	\$0	\$0	\$4,329	\$21,000	
100-300 XXXXXXX	SPEAKER-STUDENT	SUBTOTAL	\$0	\$0	\$0	\$0	\$0	
100-560 XXXXXXXX	TUITION	SUBTOTAL	\$0	\$0	\$0	\$0	\$55,911	Out of District Tuition
100-600	INSTRUCTIONAL SUPPLIES				\$5,000			T2A-technolgy supply
XXXXXXXX		SUBTOTAL	\$0	\$0	\$5,000	\$0	\$0	
200-200	BENEFITS							
XXXXXXXX		SUBTOTAL	\$0	\$0	\$0	\$0	\$0	
200-300	STAFF SPEAKER				\$2,500			T4-Professional development
	STAFF SPEAKER			\$0				T2A-Professional development
XXXXXXXXX		SUBTOTAL	\$0	\$0	\$2,500	\$0	\$0	
200-330	EVALUATIONS							
XXXXXXXXX		SUBTOTAL	\$0	\$0	\$0	\$0	\$0	
200-500	PROFESSIONAL DEVELOPMENT-wkshop	kshop		\$5 543	\$2,500			T4-Professional development
XXXXXXXX		SUBTOTAL	\$0	\$5,543	\$2,500	\$0	\$0	
200-600	SUPPLIESSTAFF DEV							
XXXXXXXXX		SUBTOTAL	\$0	\$0	\$0	\$0	\$0	
200-800	MISC. EXPETTC FEE							
XXXXXXXXX			0\$	0\$	0\$	0\$	\$0	
XXXXXXXX	GRAND TOTAL		\$33,740	\$5,543	\$10,000	\$4,329	\$76,911	

NOTES: 6-23-2020 Decline Title 3 funds (\$178) 10-27-2020 Reallocation of IDEA & T1 staff

10-27-2020 Reallocation of IUEA & 11 staff 1-26-2021 All T2A funds for staff workshops 2-23-2021 & 5-25-2021 T1 staffing change/defrayment

Regular Meeting May 25, 2021 - DOCUMENT L

2020-21 ESEA IDEA GRANTS--HAMBURG boe approved 5-25-2021 ee sal defrayed chged

FY2020-23 Coronavirus Response Relief Supplemental Appropriations Act [CRRSA] Elementary Secondary School Emergency Relief Fund 2 [ESSER2] Hamburg Boro BOE Approved 25 May 2021

# NOTES: Project Period From 3/13/2021 through 9/30/2023

### Regular Meeting May 25, 2021 - DOCUMENT M

														М	ay 25,	, 2021			Meet MEN	
Form #23 CR PUBLIC Revised 03/2021 Page 1 of 5				RVICE MANAGEMENT		TOTAL	\$0.00	\$8,460.74	\$100,451.70	\$90,071.50	\$10,380.20	\$0.00	\$10,380.20			*Note: State Bid Bond 10% not to exceed	\$20,000.00 - see RFP for requirements.	**Note: Performance Bond for SFSP is	required if reimbursement is greater than \$100.000.	
			FAX #. (973) 598-0007	pecifications. If accepted we hereby agree to enter into a FOOD SERVICE MANAGEMENT CONTRACT as described in the Contract/RFP. rt Services, Administrative, etc.) must be included in fee below.	arantee	CATERING/VENDED		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 ns.	\$0.00	\$0.00	BOND PERCENT FROM RFP		5.00%	10.00%	
PUBLIC RESPONSE AND PROJECTED OPERATING STATEMENT FIRST PAGES OF RESPONSE TO REQUEST FOR PROPOSAL(RF PUBL/C - Response and Projected Operating Statement for SFA: Hamburg School District	2021 - 2022 P specifications.	ecutive Officer	FAX #:	oted we hereby agree ibed in the Contract/R ative, etc.) must be in	Profit/Loss and Guarantee	SFSP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00 \$0.00	Guaranteed Breakeven	Guaranteed Return	BOND BASED ON THIS AMOUNT:	\$90,071.50	\$0.00	\$0.00	
IC PROJECTED OPERATIN F RESPONSE TO REQUE - Response and Projecte for Hamburg School District	School Year s described in the RFI 930	ken Torchia, Chief Executive Officer		ecifications. If accel ONTRACT as descr t Services, Administr		CACFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 C must check one o		0	BOND AMOUNT	\$9,007.15	\$0.00	\$0.00	
PUBLIC RESPONSE AND PROJECTED OPERATING STATEMENT ATTACH AS FIRST PAGES OF RESPONSE TO REQUEST FOR PROPOSAL(RFP) PUBL/C - Response and Projected Operating Statement for SFA: Hamburg School District	School Year 2021 - 202 agree to operate the food service program as described in the RFP specifications. Maschio's Food Services Inc. 525 E. Main Street. Chester. New Jersey 07930	X	8-0005 d com	This proposal is subject to all the attached terms, conditions and specifications. If accepted we hereby agree to enter into a COMPANY (FSMC) CONTRACT as described in the Contract/RFP.	Administrative/Management Fee,	NSLP, SBP, ASSP	\$0.00	\$8,460.74	\$100,451.70	\$90,071.50	\$10,380.20	\$0.00	\$10,380.20 GUARANTEE: FSM(	NA	(6,700.00)	CHECK BOX IF INCUDED				
ATTAC	We the undersigned, agree to operate the food service program at FSMC NAME: Maschio's Food Services Inc. FSMC ADDRESS: 525 E. Main Street. Chester. New Jersey 07	ATIVE'S NAME/TITLE	ktorch/2@M/aschiofood com	This proposal is subject to all the attached terms, conditions and si COMPANY (FSMC) ( A <u>II</u> FSMC Administrative/Management Fees ( i.e General Suppor	Adm		\$0.000							No Guarantee	Guaranteed \$	JLATION		EDERAL SURITY	OND - SFSP (FED.	
Cost Reimbursable	We the undersigned, FSMC NAME: FSMC ADDRESS:	FSMC REPRESENT	TELEPHONE #:	This proposal is subj			CENTS PER MEAL: FLAT FFF /	CATERING FEE:	TOTAL INCOME	(EXPENSES) COST	RETURN / (LOSS)	INVESTMENT (1 YR.)	MEAL CHARGE DEBT		٦	BOND TYPE & REGULATION	*BID BOND 18A:18A	BID BOND - SFSP (FEDERAL SURITY CO. ONLY)	**PREFORMANCE BOND - SFSP (FED SURITY CO. ONLY)	

Cost Reimbursable SFA: Hamburg	School District	PUBLIC		Fo	Form #23 CR PUBLIC Revised 03/2021	
v 2	Maschio's Food Services Inc. RESPONSE RESPONSE PI NSLP,SBP,ASSP & SMP, SS	RESPONSE AND PROJECTED OPERATING STATEMENT PROJECTED REVENUE (CASH SALES)	ED OPERATI	NG STATEMENT SALES)	Page 2 of 5	
12	The FSMC shall use the Current Selling Price for students meals. <b>Projected</b> # of Meals/Mills	ce for students meals. Selling Pro. Drice Dow	eals. Projected			
	0 Elementary School Middle School High School District-wide		\$0.00 \$0.00	OTHER BROGDAM SALES/DEVENUE	M SALES/DEV	
	0 Elementary School	\$1.65	\$0.00	SFA - SFA VENDEL	SFA - SFA VENDED MEAL AGREEMENTS	
	0 Middle School 0 High School 0 District-wide	= = 000 \$0000	\$0.00	Enter Projected Income Amount: CATERIN	Amount: Catering	\$0.00
	1,260 District-wide			ς		
	0 District-wide	= = 00.0\$ 00.0\$	\$0.00	Catering Amount:	.mount:	\$0.00
	0 District-wide					
	0 District-wide	@ \$0.00	\$0.00	Other Sales Income:	ncome:	\$0.00
	0 District-wide	A STATE OF				
	TOTAL CASH SALES FOR NSLP, SBP, ASSP & SMP		\$0.00		TOTAL CASH SALES - ALL PROGRAMS	\$18,900.00
	SSMP and SMP Milk Sales are included with A La Carte \$\$\$ in Expenses page.	i Carte \$\$\$ in Expense		"Other" Sales added to Catering Income Describe Other Sales : Example:	ing Income Example: Commissioned Vending	ed Vending
	A La Carte: (Student A La Carte, Adult Meals, Adult A La Carte and Non-Commissioned Vending )	Enter Amount	\$18,900.00	Commissioned Vending	nding	

Image: Second Services Include the PBC (Second Service))       Content PBC (Second Service)         UBLIC-AII NSLP rates of reimbursement include the PBC (Second Services Include the PBC (Second Service))       OTHER REIM PROJECTED REVENUE (Reimbursement)         UUNCH       0       Paid       0       Sold 500       =       \$50.000       Ar Risk       0         UBLIC-AII NSLP rates of reimbursement include the PBC (Sorth Meals/Smacks & Milk       Reimbursement       Sold 500       =       \$50.000       Ar Risk       0         Neale/Snacks & Milk       Rate       0       \$0.4500       =       \$50.000       Ar Risk       0         AL LUNCH       21,780       Total       0       \$51.8900       =       \$50.000       Total       \$50.000       Total       0       Ar Risk       0	Cost Reimbursable			<u> </u>		Form #23 CR PUBLIC	C ,
RESPONSE AND PROJECTED OPE PROJECTED REVENUE (%.07)         RESPONSE AND PROJECTED OPE PROJECTED REVENUE (%.07)         INSLP rates of reimbursement include the PBF (%.07)         iss & Milk         Rate       Rate         0       Peduced       9 3.6.350       =       \$0.000       \$         0       Paid       9 %0.350       =       \$50.000       \$       \$       \$0.000       \$         1       21,780       Total       9 %0.350       =       \$\$0.000       \$	Maschio	g school District 's Food Services Inc	LUBL	د		Revised 03/2021	
PROJECTED REVENUE (A         INSLP rates of reimbursement include the PBF (\$.07)         Reimbursement include the PBF (\$.07)         INSLP rates of reimbursement include the PBF (\$.07)         Reimbursement include the PBF (\$.07)         Interpreting (\$.1780         O Reduced       \$.3.6350       \$.3.6350         Interpreting (\$.21780       \$.3.6350       \$.3.6300         Interpreting (\$.3.6350       \$.3.6350       \$.3.6300         Interpreting (\$.3.6350       \$.3.6350       \$.3.6300       \$.3.6300       \$.3.6300         Interpreting (\$.3.140       \$.3.6300       \$.3.6300       \$.3.6300       \$.3.6300         Interpreting (\$.3.140       \$.3.6.000       \$.3.6.000         Interpreting (\$.3.140       \$.3.6.000       \$.3.6.000         Interpreting (\$.2.1800       \$.2.381.40       \$.3.6.0			SPONSE AND F	ROJECTED	<b>OPERATING STATEMENT</b>	c fo c age J	
(1)       Rate       Retimbursement         All       0       Paid $\bigcirc$ S0.4500       =       Retimbursement         21,780       Free $\bigcirc$ \$3.6350       =       \$50.00       \$         21,780       Free $\bigcirc$ \$3.6350       =       \$50.00       \$         21,780       Free $\bigcirc$ \$3.6350       =       \$50.00       \$         0       All $\bigcirc$ \$3.6350       =       \$50.00       \$       \$         0       Paid $\bigcirc$ \$3.6350       =       \$50.00       \$	BLIC-AII NS	SLP rates of reimburse	PROJEC	TED REVENU	IE (Reimbursement) OTHER REIMBURS	ARI F MFAI PROC	RAMS
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	als/Snacks		Rate R	eimbursement	Meals/Snacks & Milk	Rate	Reimbursement
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$			\$0.4500	\$0.00	0 Breal	@ \$1.8900	= \$0.00
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	NCH	bed	\$3.6350	\$0.00	122204	@ \$3.7550	= \$0.00
1       21,780       Total       8       579,170.30         1       21,780       Total       8       50.000       51.8900       59.000         1,260       Free       8       51.8900       51.8900       50.000       50.000         1,260       Total       8       51.8900       52.381.40       50.000         1,260       Total       8       52.381.40       52.381.40       52.381.40         1,260       Total       8       52.381.40       52.381.40       50.00         1,260       Total       9       52.2600       52.381.40       50.00         1       0       Total       9       50.000       50.00       50.00         1       0       Paid       9       50.000       50.00       50.00         1       0       Free       9       50.000       50.00       50.00         1       0       0	te Only		\$0.0200	\$/9,1/0.30		@ \$3.7550	=
0         Paid         © \$0.3200         =         \$0.000         S           0         Reduced         © \$1.8900         =         \$0.000         S           1,260         Free         © \$1.8900         =         \$0.00         S           1,260         Total         © \$1.8900         =         \$0.00         S           0         Reduced         © \$1.8900         =         \$2.381.40         S           0         Free         © \$2.2600         =         \$2.381.40         S           0         Free         © \$2.2600         =         \$0.00         S           0         Total         © \$2.2600         =         \$0.00         S           0         Paid         @ \$2.2600         =         \$0.00         S         \$0.00           0         Paid         @ \$2.2600         =         \$0.00         \$0.00         \$0.00           0         Paid         @ \$2.2600         =         \$0.00         \$0.00         \$0.00           0         Paid         @ \$0.4800         =         \$0.00         \$0.00         \$0.00           0         Pree         @ \$0.2025         =         \$0.00         \$0.00 </td <td>LUNCH</td> <td></td> <td></td> <td>\$79,170.30</td> <td></td> <td><b>3</b> (</td> <td>\$0.00</td>	LUNCH			\$79,170.30		<b>3</b> (	\$0.00
0       Reduced       (a)       \$1.8900       =       \$0.00         1,260       Total       (a)       \$1.8900       =       \$2,381.40       PR         0       Reduced       (a)       \$2.2600       =       \$2,381.40       PR         0       Free       (a)       \$2.2600       =       \$2,381.40       PR         0       Free       (a)       \$2.2600       =       \$2,381.40       PR         0       Free       (a)       \$2.2600       =       \$2,381.40       PR         0       Paid       (a)       \$50.000       =       \$2,381.40       PR         0       Paid       (a)       \$50.000       =       \$2,381.40       PR         0       Free       (a)       \$50.000       =       \$2,000       PR         0       Free       (a)       \$50.2025       =       \$50.00       PR </td <td>AST Ren</td> <td></td> <td>\$0.3200</td> <td>\$0.00</td> <td></td> <td>Ten Se</td> <td>\$0</td>	AST Ren		\$0.3200	\$0.00		Ten Se	\$0
1,260       Free       9       \$1.8900       =       \$2,381.40       PR         1,260       Total       0       82.2600       =       \$2,381.40       PR         0       Free       0       \$2.2600       =       \$2,381.40       PR         0       Total       0       \$2.2600       =       \$0.00       \$0.00         0       Paid       (a)       \$2.2600       =       \$0.00       \$0.00         0       Paid       (a)       \$0.0800       =       \$0.00       \$0.00       \$0.00         0       Reduced       (a)       \$0.4800       =       \$0.00       \$0.	Only New	pa	\$1.8900	\$0.00		0	
1,260 Total       \$2,381.40       PR         0       Reduced       \$2,2600       \$2,381.40       PR         0       Free       \$2,2600       \$2,381.40       \$2,381.40       PR         0       Paid       \$2,2600       \$2,000       \$2,000       \$0.000       \$0.000         0       Paid       \$0.0800       \$2,2600       \$2,000       \$0.000       \$0.000         0       Pree       \$0,000       \$2,2600       \$2,000       \$0.000       \$0.000         0       Pree       \$0.4800       \$2,000       \$0.000       \$0.000       \$0.000         0       Free       \$0.1000       \$0.20255       \$0.000       \$0.000       \$0.000         0       Paid Milk       \$0.20255       \$0.000       \$0			\$1.8900	\$2,381.40	の時代の	@ \$4.0875	= \$0.0000
0       Reduced       (a)       \$2.2600       =       \$0.00         0       Total       (a)       \$2.2600       =       \$0.00         0       Total       (a)       \$0.00       =       \$0.00         0       Reduced       (a)       \$0.0800       =       \$0.00         0       Reduced       (a)       \$0.0800       =       \$0.00         0       Reduced       (a)       \$0.4800       =       \$0.00         0       Free       (a)       \$0.000       =       \$0.00         1       Total       (a)       \$0.2025       =       \$0.00         0       Paid Milk       (a)       \$0.2025       =       \$0.00         0       Total       (a)       \$0.2025       =       \$0.00		1,260 Total		\$2,381.40			\$0.000
0       Free       (a)       \$2.2600       =       \$0.00         0       Total       (a)       \$0.0800       =       \$0.00         0       Reduced       (a)       \$0.4800       =       \$0.00         0       Free       (a)       \$0.4800       =       \$0.00         0       Free       (a)       \$0.4800       =       \$0.00         1       0       Free       (a)       \$0.000       =       \$0.00         0       Free       (a)       \$0.2025       =       \$0.00       \$0.00         0       Paid Milk       \$0.2025       =       \$0.00       \$0.00       \$0.00	WFAST		\$2.2600	\$0.00			\$0.00
0     Total     \$0.001       0     Paid     \$ \$0.0800     =     \$ \$0.000       0     Reduced     \$ \$ \$0.4800     =     \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$			\$2.2600	\$0.00			
<b>O</b> Paid	AL SN	0 Total		\$0.00	* Enter total number of L	<u>unch meals in Hig</u>	h Rate ONLY i
0         Reduced         \$0.4800         =         \$0.000         **All Paid Breakfas           0         Free         \$0.9600         =         \$0.00         **All Paid Breakfas           0         Total         \$0.9600         =         \$0.00         Only Schools who           0         Total         \$0.00         Reduced and Free.         \$0.00           0         Paid Milk         \$0.2025         =         \$0.00           0         Paid Milk         \$0.2025         =         \$0.00           0         Paid Milk         \$0.2025         =         \$0.00           0         Draid Milk         \$0.2025         =         \$0.00           MEAL - NSLP, SBP & A         A La Carte & SMP L			\$0.0800	\$0.00	SFA qualifies for the Hig total Lunch Number\	n Rate of Reimburs	sement (Use
Only Schools who     Only Schools who       O Total     \$0.00       Free Milk @ \$0.2025     \$0.00       Paid Milk @ \$0.2025     \$0.00       Paid Milk @ \$0.2025     \$0.00       MEAL - NSLP, SBP & A	yram	ed	\$0.4800	\$0.00	**All Paid Breakfasts are	in the Regular Rat	e Category.
0     Total     \$0.00     Reduced and Free.       0     Free Milk @ \$0.2025     \$0.00     ***SSMP and SMP			0000000	00.00	<b>Only Schools who gualif</b>	/ for SN breakfast	are in SN -
0         Free Milk         \$0.2025         =         \$0.00         ***SSMP and SMP           0         Paid Milk         \$0.2025         =         \$0.00         with A la Carte \$\$\$           0         Total         \$0.2025         =         \$0.00         with A la Carte \$\$\$	ASSP	0 Total		\$0.00	Reduced and Free.		-
0 Total \$0.00	rogram		\$0.2025 \$0.2025	\$0.00		<u>Sales &amp; Reimbursements are included</u>	is are included
0 Total \$0.00	DTAL		1000				
A La Carle & SMP Dollars Convert	/SMP	0 Total		\$0.00	MEAL - NSLP, SBP & ASSP		23,040
TOTAL REMIBURSEMENT-NSLP,SBP,ASSP & SMP \$81,551.70 Total Meals	EMIBURS	SEMENT-NSLP,SBP,A	SSP & SMP	\$81,551.70	A La Carre & SMP Dollar Total Meals	Converted	27.911

Cost Reimbursable												Fo	Form #23 CR PUBLIC	SLIC	Г
SFA:	Hamburg School District	ol District							PUBLIC				Revised 03/2021	L.	all more
FSMC:	Maschio's Fool	d Services Inc.											Page 4 of 5	states of the second second second	and the second
				RES	PONSE AN	D PROJECT EXPL	IECTED OPER	RESPONSE AND PROJECTED OPERATING STATEMENT EXPENSES	EMENT	ないない					
		NSLP, SBP & ASSP		ALA CARTE		"At Risk" CACFP	CACFP			S	Ű,		CATERING	SFA-SFA	A
Meal	1000	BREAKFAST	SNACK	\$\$\$	LUNUM B	BKEANFASI	SNALA	DINNER	TUNCH	BREAKFAST	SUPPLEMENT	DINNER	335 60.00	VENDED	555
*Food Cost/Meal	18/17	1260	SO.02		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		30.00			harne
Total Food Cost	\$28,501.31	\$857.30	\$0.00	\$6,804.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1. 中国	00.00	11. 12 12 12 12 12 12 12 12 12 12 12 12 12	00.02		\$0.00
Food Cost/ Program			en i Ne	\$36,162.62				\$0.00				\$0.00			\$0.00
Less repares Net Food Cost				\$35,439.37		A CONTRACTOR		00.08		States and		00.0\$	00.08		00.02
Hourly Wages	Hourty and Salaried Labor and Benefits amounts	d Labor and Ben	efits amounts		tourty and Sal	\$30,268.75 Hourty and Salaried Labor & Benefits	Benefits	\$0.00	Hourty Labor :	\$0.00 Hourly Labor and Benefits is a separate	a separate	80.00			\$0.00
Hourly Benefits Salaried Wages	will fill from the Labor worksheets. If SFA has	nbor worksheets.	If SFA has	No. 1	846.17 are a percentage of total H \$0.00 Salariad Lahor & Renefite	are a percentage of total Hourly and Selaried Labor & Renefite	rly and	\$0.00	worksheet for	\$0.00 worksheet for SFSP. Amounts will fill from \$0.00 these worksheets Salariad I shor will he a	ts will fill from	00.02 n	00.02		\$0.00 \$0.00
Salaried Benefits		or vendeo meals intages of wages	to these	20.00		o Dellelles.		\$0.00	percentage of	\$0.00 percentage of Salary & Benefits.	fits.				20.00
Total Wages	, programs.			\$38,114.92				\$0.00		- 		\$0.00	00.02		20.00
Cleaning Supplies				\$1,004.52			LE	\$0.00 \$0.00				\$0.00	00.02 00.02		\$0.00 \$0.00
Less Rebates				\$0.00				\$0.00				\$0.00	10. AND 1		20.00
Total Supplies				\$4,018.07			L	\$0.00				00.02	50.00		\$0.00
**Other Expenses							L								
Smallwares	** Expenses as indicated in RFP (Cost and	ndicated in		\$0.00				\$0.00				\$0.00	00.02 00.00		\$0.00 \$0.00
Liability Ins.	Responsibility Form)	orm)		\$803.31			179	\$0.00				\$0:00 \$0.00	00.09 00.00		\$0.00 \$0.00
Uniforms Office Supplies	List Other Below	Below		\$200.00				\$0.00				20.00			00 05
Bonus / Incentives	Must be per RFP/Contract - Pg #	/Contract - Pg 1	*	\$0.00 \$0.00				\$0.00				\$0.00	20.00		20.00
Other -	Licenses/software fees	re fees		\$600.00				\$0.00				\$0.00	12 - 11 A	THE STREET	\$0.00
Other -	Auto/Travel cost			\$1.520.10				00.02				00.02	norne o		00.02
Other -	Background Checks	<b>icks</b>		\$0.00				\$0.00				\$0.00	0 20.00		00.02
Other - Other -	Marketing/Promotions Audit Fee	otions		\$00.00				\$0.00				00.0¢			\$0.00
Other -	Communications			\$0.00				\$0.00				00.0\$			\$0.00
Total Other Expenses			and the second	\$4,038.41			L	\$0.00		and the second second		\$0.00	0 \$0.00		\$0.00
Admin/Mgt Fees													0.00% 0.00	6 0.	0.00%
Cents Fer Meal = \$0.0000	\$0.0000	\$0.000	\$0.000	\$0.0000	\$0.000	\$0.0000	\$0.000	\$0.000	\$0.000	\$0.000	000003 0	100000	\$0.0000 catering sales) in box above.	n box above.	5
Meal Equiv. Factor \$3.88 Cents Per Meal Total	Co Martin	FSMC - only one type of Fee may be used. CPM or Flat Fee Catering Fee will be	ay be used.	\$0.00				\$0.00				\$0.09	0 Catering Fee Totals:	als:	
or	A Color In Su	defined as a percentage. All catering costs	tering costs					60.60				60 00	00.00		\$0.00
Flat Fee/Program	must be docum	must be documented and submitted to the SFA.	nitted to the	\$6,400.14				01.04				100			
TOTAL EXPENSES				\$90,071.50				\$0.00				\$0.00	00.02 \$0.00		\$0.00

FSMC: Maschio's Food Services Inc.					Page 5 of 5
	RESPONSE AI SUMM	AND PROJECTED OPERATING STATEMENT IMARY OF INCOME AND EXPENSES	ERATING STATER ID EXPENSES	AENI	
	NSLP, SBP ASSP	CACFP	SFSP	<b>CATERING / SFA-SFA</b>	TOTAL PROGRAM
MEALS	27,911				27,911
INCOME					
CASH SALES	\$18,900.00			\$0.00	\$18,900.00
REIMBURSEMENTS	\$81,551.70	\$0.00	\$0.00		\$81,551.70
TOTAL INCOME	\$100,451.70	\$0.00	\$0.00	\$0.00	\$100,451.70
EXPENSES					
FOOD	\$35,439.37	\$0.00	\$0.00	\$0.00	\$35,439.37
LABOR	\$38,114.92	\$0.00	\$0.00	\$0.00	\$38,114.92
SUPPLIES	\$4,018.07	\$0.00	\$0.00	\$0.00	\$4,018.07
OTHER EXPENSES	\$4,038.41	\$0.00	\$0.00	\$0.00	\$4,038.41
MANAGEMENT FEE	\$8,460.74	\$0.00	\$0.00	\$0.00	\$8,460.74
TOTAL EXPENSES (COST)	\$90,071.50	\$0.00	\$0.00	\$0.00	\$90,071.50
RETURN /(LOSS)	\$10,380.20	\$0.00	\$0.00	\$0.00	\$10,380.20
New FSMC Equipment only Investment (5 Year Total)	\$0.00	\$0.00	\$0.00	00:0\$	\$0.00
New & Equipment Investment - Renewal (Current Year)	\$0.00	00.00	\$0.00	00.0\$	\$0.00
	\$0.00				\$0.00
R/L with Equipment & Meal Charge Debt	\$10,380.20	\$0.00	\$0.00	00'0\$	\$10,380.20

	HOURLY - FSMC & SFA Lab	SFA La	oor and	Benefits	or and Benefits (Does not include Summer Food	t include S	Summer	Food Se	Service Program	ogram)			
FSMC:	Maschio's Food Services Inc.					SFA Labor should be added as line item from RFP/Contract or Renewal -\$\$ from the SFA	ld be added as ict or Renewal	line item -\$\$ from the	FSMC shall "total wag CACFP, C	SMC shall determine a percentage of "total wages" that will be applied to CACFP, Catering &Vended Meals.	FSMC shall determine a percentage of "total wages" that will be applied to CACFP, Catering &Vended Meals.	CACFP	0.00%
SFA:	SFA: Hamburg School District					Add description for "Other" column(s).	a for "Other'	° column(s).		,		Catering	0.00%
			N	Wages			Employ	<b>Employer Share of Taxes and Benefits</b>	<b>Taxes and</b>	Benefits		Vended Meals	0.00%
		Hourty		# of Days		Payroll		Workers					•PTO.
Site Name	Position	Rate	Hours/day	Paid	Total Wages	Taxes	Medical	Comp	LifeALTD	Other	<b>Total Fringe</b>	Total Cost	Hours
Total SFA	Labor Dollars				\$0.00	30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Hamburg School District	Operations Manager	\$25.00	1.00	36	\$900.00	\$137.97	\$0.00	\$89.97	\$60.00	\$0.00	\$287.94	\$1,187.94	L
•	Manager	\$15.25	7,00	185	\$19,748.75	\$3,027.48	\$0.00	\$1,974.28	\$60.00	\$0.00	\$5,061.77	\$24,810.52	35.00
•	Food Service Worker	\$13.00	4.00	185	\$9,620.00	\$1,474.75	\$0.00	\$961.71	\$60.00	\$0.00		\$12,116.46	20.00
•		\$0.00	0.00	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	0.00
		\$0.00	0.00	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
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		\$0.00	0.00	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
,		<b>\$0.00</b>	0.00	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
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		\$0.00	0.00	0	\$0.00	\$0,00	\$0.00	\$0.00		\$0.00		\$0.00	0.00
		\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOT	TOTALS		12		\$30,268.75	\$4,640.20	\$0.00	\$3,025.97	\$180.00	\$0.00	\$7,846.17	\$38,114.92	55.00
		<b>L</b>	NSLP,SBP,ASSP	SP,ASSP	\$30,268.75						\$7,846.17		
Worksheet must accurately reflect an	Worksheet must accurately reflect any and all houriv employees employed by the FSMC	FSMC	CACFP	đ,	\$0.00		SMC can hide	FSMC can hide/unhide rows, format and change description of	mat and chang	e description of	20.00		
			CATERING	RING	\$0.00		readings to ma	ke worksheet co	mpatable to the	ir needs.	\$0.00		
			VENDED MEALS	MEALS	\$0.00						\$0.00		

F	FSMC Salaried Labor		and Benef	and Benefits (Includes SFSP)	es SFSP)			CACFP	0.00%
FSMC:	Maschio's Fo	Maschio's Food Services Inc.	c.	RSMC chall date	SSMC shall defermine a neronicus of "issed monoral it.e."	[	24 Ilian 4244 Ilaan	SFSP	0.00%
SFA:	Hamburg School District	1001 District		applied to CAC	applied to CACFP, Catering & Vended Meals	rage of total wa	ges unat will be	Catering	0.00%
		<b>Employer Share of Taxes and Benefits</b>	are of Taxes a	nd Benefits				Vended Meals	0.00%
Position	Total Wages	Payroll Taxes	Medical	NJ Earned Sick Leave	Workers Comp	Life/AD&D	Total Fringe	Total Cost	*PTO - Hours
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$0.00	\$0.00	\$0.00		\$0.00			\$0.00	00.0
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00.0
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
NSLP, SBP, ASSP	\$0.00			States and States			\$0.00		
CACFP	\$0.00						\$0.00		
SFSP	\$0.00						\$0.00		
Catering	\$0.00			All and a second se			\$0.00		
Vended Meals	\$0.00						\$0.00		

	Sum	Summer Foo	od Service Program	e Progra		HOURLY - FSMC Labor and Benefits	C Labor a	ind Benefit	ţs			
FSMC:	FSMC: Maschio's Food Services Inc.	пс.										
SFA:	SFA: Hamburg School District											
			М	Wages			Employer Si	Employer Share of Taxes and Benefits	and Benefits			
Site Name	Position	Hourty Rate	Hours/dav	# of Days Paid	Total Wages	Pavroll Taxes	Medical	NJ Earned Sick Leave	Workers Comp/ 1 ife/AD&D	Total Frince	Total Cost	PTO.
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	0	\$0.00		0	\$0.00	\$0.00	0.06	D	\$0.00	\$0.00	\$0.00	0.00
		\$0.00	0.00	0	\$0.00	\$0.00	0.00	0	S0.00	\$0.00	\$0.00	0.00
101	TOTALS		00.0		\$0.00	20.00	\$0.00	<u>\$0.00</u>	\$0.00	20.00	\$0.00	0.00
					Worksheet must a	Worksheet must accurately reflect any and all hourly employees employed by the FSMC	ny and all hourly (	employees employ	ed by the FSMC			
		A REAL PROPERTY OF THE REAL PR	Conception of the second s									

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SFA: Hamburg School District FSMC: Maschio's Food Services Inc.

FSMC - This worksheet is only for new RFP/Contracts

# To be filled out only if the SFA has requested in the RFP FSMC PROPOSED EOUIPMENT (bv PROGRAM)

	TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	CATERING & SFA-SFA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	# OF UNITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GRAM)	SFSP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RO	# OF UNITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(by P	CACFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ENT	# OF UNITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	an state
SED EQUIPMENT (by PROGRAM)	NSLP, SBP & ASSP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
O E(	# OF UNITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	and a second
<b>ROPOSEI</b>	UNIT COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	allow and the stand
FSMC PROPC	PROPOSED EQUIPMENT (indicate program)																						
	SCHOOL/SITE NAME																						TOTAL COST

SFA Name: FSMC Name: Evaluation Score	lamburg School District schio's Food Services Inc
MEALS Total Lunch Meals Total Breakfast Meals Total Snack Meals A la Carte Sales \$\$\$ *A la Carte Meals Total Meals	21,780 1,260 0 \$18,900.00 4871 <b>27911</b>
CACFP Breakfast Meals CACFP Lunch Meals CACFP Dinner Meals CACFP Snack Meals Total CACFP Meals	0 0 0 0
SFSP Breakfast Meals SFSP Lunch Meals SFSP Supplement Meals SFSP Dinner Meals Total SFSP Meals	0 0 0 0
Vended Meal \$\$\$ Vended Meals Converted Catering & Other \$\$\$ Catering Meals Converted Total Catering Meals	\$0.00 0 \$0.00 0 0
TOTAL MEALS	27911
INCOME Total Cash Sales Total Reimbursement Total Income	\$18,900.00 \$81,551.70 <b>\$100,451.70</b>
EXPENSES Food Labor Supplies Other Expenses Management Fee Total Expenses	\$35,439.37 \$38,114.92 \$4,018.07 \$4,038.41 \$8,460.74 <b>\$90,071.50</b>
Profit / (LOSS)	\$10,380.20
Total Equipment Investment (5 Years) P/L with Current Year Equipment & Meal Charge	\$0.00
Debt	\$10,380.20
Guarantee	-\$6,700.00

		Professional Develoment	
Date	Staff	Activity/Location	Cost-Approx
		Field Trips	
Date	Grade	Location	Cost
6/4/2021	8	Dorney Park Dorney, PA	\$609.00 \$432.99 cost of bus
		Substitutes	
		Jessica Smalley*	Teacher & Aide
		*Pending Receipt of Paper	work
		Building Use	
Date	Location	Organization	Times

Board Approved Field Trips							
2021-2	• • • • • • • • • • • • • • • • • • •						
* May require a crossing guard							
Fall Walk*							
Hamburg Fire House*	Morristown Community Theatre						
Hamburg First Aid Building*	Mount Hope Quarry						
Hamburg Police Station*	Museum of Natural History						
Wells Fargo Bank*	Museum of Mathematics						
7-11, Hamburg	Museum Village						
American Museum of Natural History	Newton Theatre						
Bergen PAC (Englewood)	NJ State Botanical Gardens						
Bristol Glen Retirement Community	NJ State House						
Bronx Zoo (NYC)	NJ Children Museum						
Claws N Paws Animal Park	NY Waterway Tours						
Community Theatre @ Mayo Center for Perf. Arts	Newark's Children Museum						
Dallas Bar-B-Q (NY)	Newton Hockey Rink						
Digiplex Sparta Theatre	Ogdensburg School						
Dorney Park	Overpeck Park, Leonia (Field Station Dinosaur)						
Ellis Island (NY/NJ)	Papermill Playhouse						
Franklin Elementary School	Pochuck Farms						
Gasho of Japan Restaurant (NY)	Pocono Environmental Center						
Gateway National Park, Sandy Hook	Pocono Valley, Reeders, PA						
Gershwin Theatre (NYC)	Quiet Valley Farm						
Green Meadow Farm	Rite-Aid, Hamburg						
Hamburg Veterinarian	Rockaway Mall						
Hardyston Elementary School	Shrine Circus						
Hardyston Middle School	Shop Rite in Franklin, NJ						
Hayden Planetarium & Museum of Natural History	Skylands Stadium, Augusta, NJ						
Heater's Pond	Space Farms						
Heaven Hill Farm	Sparta High School						
High Point High School	Statue of Liberty						
High Point State Park	Sterling Hill Mine (Ogdensburg)						
Hillside Park, Andover	Stokes Forest or Thunder Mountain						
Holocaust Museum & Study Center	Stores rolest of mandel Modifiant						
Hopatcong High School	Sussex County Fairgrounds						
Holocaust Museum & Center for Tolerance & Education	Sussex County Fairgrounds Sussex County Library						
Hudson River Cruises (NY) Hunter Mountain (NY)	SCUMA						
	SC Waste Water Treatment Plant						
Hyde Park (NY)	Sussex Technical School						
Ideal Farms	Sussex Wantage Schools						
Imagine That	Tarrytown Music Hall, Tarrytown, NY						
International Conservation Wildlife Park	Turtle Back Zoo						
Kittanny High School	United Nations						
Kittatinny State Park	Wallkill River Waterfront/Wildlife Refuge						
Thomas Edison Laboratory	Wallkill Valley Reg. High School						
Lafayette Village	Wantage School						
Lakota Wolf Perserve	Waterloo Village						
Liberty Science Center (Jersey City)	Weiss Ecology Center						
Lyndhurst-Hackensack Environmental Center	West Point (West Point Tours)						
Mayo Performing Arts Center	Westy's Gymnastics						
Menlo Park Museum	Wild West City						
Monroe Village (NY)	William Paterson University						
Montclair State College	Windy Brown Nurseries						
Morris County College Planetarium	Wintergarden Theatre (NYC)						

# T.A. MOUNTFORD COMPANY

Office Products Since 1979

48 Route 15 Lafayette, New Jersey 07848 Phone: 973-383-0611 Fax: 973-383-0655

May 17, 2021

Mr. William Sabo Hamburg Board of Education 30 Linwood Ave Hamburg, NJ 07419

Dear Mr. Sabo:

Listed below is pricing information on the Kyocera TASKalfa 6053ci and 5053ci copiers under the NJ State Contract.

State of	NI Conjer BPA	A (G-2075) Contract	
Kyocera TASKalfa 5053ci	\$4,661.00		alfa 6053ci \$5,911.00
DP-7110 Doc. Processor	\$\$40,00		\$540.00
	\$895.00		\$895.00
DF-7110 Stapler	\$24,00		\$24.00
AK-7110	\$24,00	Λ	\$24.00
TK-8517K, Y, M, C Toner	the book	Δ.	\$500.00
Prof. Services	\$500.00		\$500.00
PF-7110 Paper Deck	\$494.00		\$494.00
Surge Protector 15amp	\$84.00		\$84.00
Total	\$7,198.00	1	\$8,448.00
		a contraction of the second	1

Options: Fax System 12 \$365.00: PH-7A Punch Unit \$240.00

Any purchase order and voucher should reference the State of NJ Copier BPA (G-2075) and be addressed to Kyocera Document Solutions

Attn: National Account Division 225 Sand Road, PO Box 40008 Fairfield, NJ 07004-0008

Thank you for your continued interest in our products and services. Please contact me if you have any questions.

Regards,

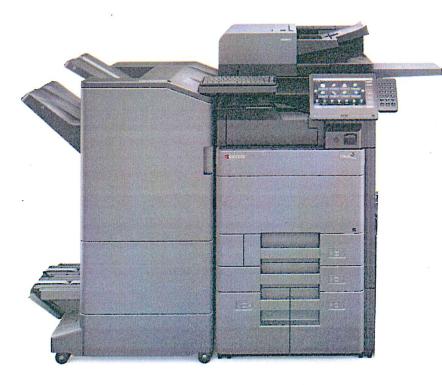
Thomas Mountford



#### TASKalfa 6053ci

COLOR MULTIFUNCTIONAL SYSTEM

# POWER, VERSATILITY AND SEAMLESS INTEGRATION.



The comprehensive and versatile TASKalfa 6053ci Color Multifunctional System sets the standard for maximizing workflow, efficiency, productivity and security. Delivering vibrant, high-impact color, crisp elegant black text and detailed graphics, it offers an array of scanning, input, and professional finishing options that exceed the needs of even the most demanding offices. With exceptional features and unmatched reliability, the TASKalfa 6053ci is expertly engineered to help drive your business forward.

- > Vivid Imaging up to 55 Pages per Minute in Color and 60 Pages per Minute in Black
- > Exceptional Print Quality at up to 1200 dpi
- > Scalable Paper Capacity for Longer Job Runs
- > Flexible Media Support and Paper Sizes up to 12" x 48"

- > Customizable 10.1" Color Touch Screen with Intuitive, Tablet-Like Usability
- Diverse Portfolio of Business Applications for Enhanced Capabilities, such as Scan Distribution to Back-end Applications and Document Management Systems and Print Management to Control Devices, User Policies, and Output Costs
- > Professional Finishing Options for a Polished Output, Including a 4,000-Sheet External Finisher and Optional Booklet Folder
- > Optional EFI® Fiery Controller for Complex Color Workflows
- > Standard USB Host Interface for On-the-Go Printing and Scanning
- > Efficient Color Scanning up to 220 ipm
- > Convenient Wireless Printing and Scanning
- > Apple AirPrint<sup>®</sup>, Google Cloud Print<sup>™</sup>, Mopria<sup>®</sup> and KYOCERA Mobile Print Support



#### TASKalfa 6053ci

#### BASIC SPECIFICATIONS

Configuration: Color Multifunctional System -Print/Scan/Copy/Optional Fax

#### Pages Per Minute:

Black - Letter: 60 ppm, Legal: 36 ppm, Ledger: 30 ppm,

12" x 18": 30 ppm (print only) Color - Letter: 55 ppm, Legal: 33 ppm, Ledger: 27 ppm,

12" x 18": 27 ppm (print only) Warm Up Time: 17 Seconds or Less (Power On)

First Page Out: Copy: 3.4 Seconds or Less Black, 4.4 Seconds or Less Color Print: 3.8 Seconds or Less Black, 5.1 Seconds or Less Color Display: 10.1" Color Touch Screen Control Panel

Resolution: Up to 1200 x 1200 dpi

Memory / Hard Disk Drive: 4GB RAM / 8GB SSD /

320GB HDD Standard

Duplex: Standard Stackless Duplex Supports Statement (5.5" x 8.5") to Ledger (12" x 18"), 17 lb Bond - 142 lb Index (64-256gsm)

Standard Output Tray: Statement - 12" x 18" / 500 sheets; up to 12" x 48" Banner (Single Sheet)

Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50Hz, 7.2A Typical Electricity Consumption (TEC): 120V: 3.31 kWh/week; 220V: 3.22 kWh/week

Dimensions: 23.7" W x 26.2" D x 31.1" H

Weight: 209.4 lbs

Maximum Monthly Duty Cycle: 250,000 Pages per Month

#### PAPER SUPPLY

Standard Paper Sources: Dual 500 Sheet Trays, 150 Sheet MPT, Auto Selection / Switching

Optional Paper Sources: Dual 500 Sheet Trays (PF-7100), Dual 1,500-sheet Trays (PF-7110); Side LCT: 3,000 Sheet Capacity Tray (PF-7120)1

Paper Capacity: Standard: 1,150 Sheets; Maximum: 7,150 Sheets Paper Size:

Tray 1 – 5.5" x 8.5" – 8.5" x 14" (Statement to Legal); Tray 2 – 5.5" x 8.5" – 12" x 18", Custom Size; PF-7100: 5.5" x 8.5" – 12" x 18"; PF-7110, PF-7120; 8.5" x 11"; MPT: 5.5" x 8.5" – 12" x 18" (Multiple Sheets); Up to 12" x 48" Banner (Single Sheet)

Paper Weight: Travs/MPT: 14 lb Bond - 166 lb Index (52 - 300gsm) Input Materials: Standard/Optional Trays: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom; MPT: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Think, High Quality, Transparency (OHP film), Coated, Index Tab, Label, Letterhead, Envelope, Custom

#### SECURITY SPECIFICATIONS

Local Authentication, Network Authentication, Encryption Communication (IPsec, HTTPS, LDAP over SSL, SMTP/POP over SSL, FTP over SSL, SNMPv3), TPM (Trusted Platform Module), Secure Boot (Firmware Authenticity Verification), Run Time Integrity Check, Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption), Common Criteria (ISO15408 EAL2), **IEEE 2600.2** 

#### PRINT SPECIFICATION

Standard Controller: Freescale QorIQ T1024 (Dual Core) / 1.2GHz PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL-5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850

Print Resolution: Up to 1200 x 1200 dpi

Fonts: 136 KPDL3, 93 PCL6, 8 Windows Vista, 1 Bitmap OS Compatibility: Windows: 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016; Novell NetWare 3.x/4.x/5.x/6.x; Mac OS X v10.9 or later; Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)

Mobile Printing: Apple AirPrint<sup>®</sup>, Google Cloud Print<sup>™</sup>, Mopria<sup>®</sup>, **KYOCERA Mobile Print** 

Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots, IEEE 802.11b/g/n Wireless LAN (communication distance 98.5 feet) Optional: 10/100/1000BaseTX (IB-50 for Dual NIC): Optional: IEEE 802.11b/g/n (IB-51 for Wireless LAN Interface) (communication distance 328.1 feet)

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Network Print and Supported Protocols: TCP/IP, NetBEUI, IPv4 IPv6, IPsec, HTTP, LPD, FTP, IPP, RawPort, LLTD, SNTP, DHCP, SMTP, POP3, DNS, SNMPv1/v2, WSD Scan/Print

Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver, KX Driver for XPS, Network Fax Driver, TWAIN Driver, WIA Driver, PPD for MAC, PPD for Linux

Utilities: KYOCERA Net Admin, KYOCERA Net Viewer, KYOCERA Net Device Manager, PDF Direct Print, Command Center RX

SCAN SPECIFICATIONS Scan Type: Color and Black & White Scanner

Scan Resolution: 600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x 100 dpi, 200 x 400 dpi

File Formats: TIFF, JPEG, XPS, OpenXPS, PDF (MMR/JPG Compression / High Compression PDF)

PDF Extension: Searchable PDF (OCR) Option: MS Office File (Option)

#### Scan Speeds (b&w/color, @300 dpi):

DP-7100: Simplex: 80 ipm B&W / 80 ipm Color; Duplex: 48 ipm B&W / 48 ipm Color

DP-7110: Simplex: 100 ipm BW / 100 ipm Color; Duplex: 180 ipm B&W / 180 ipm Color

DP-7130 (with Multi-Feed Detection): Simplex: 120 ipm B&W / 120 ipm Color; Duplex: 220 ipm B&W / 220 ipm Color Connectivity / Supported Protocols: 10/100/1000BaseTX, TCP/IP,

Hi-Speed USB 2.0 Scanning Functions: Scan to Folder (SMB), Scan to Email, Scan to FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan, Specified Color Removal, Border Erase, Preview

Original Size: Through DP: Statement to Ledger (5.5" x 8.5" -11" x 17"); Glass: Up to 11" x 17" Drivers: TWAIN/WIA Driver

#### COPY SPECIFICATIONS Copy Resolution: 600 x 600 dpi

Image Mode: Text, Photo, Text/Photo, Graphic/Map

Continuous Copy: 1 - 9999 / Auto Reset to 1 Additional Features: Auto Magnification, Auto Paper Select, Auto Start, Auto Drawer Change, Interrupt Copy, Positive / Negative Reverse, Mirror Image, Rotate Copy, Border Erase, Split Copy, Electronic Sort, Margin Shift, Page Number, Form Overlay, XY Zoom, Prevent Bleed Through, Text Stamp, Bates Stamp, Blank Page Skip, Specified Color Removal, Preview, ID Card Copy

Job Management: 1,000 Department Codes, Job Programs, Job Build, Shortcut Keys, Repeat Copy Color Adjustment: One Touch, Hue, Auto Exposure, Sharpness

Magnification / Zoom: Full Size, 4 Reduction, 4 Enlargement Preset Ratios, 25 - 400% in 1% Step Increments Document Box: Custom Box, Job Box, Removable Memory Box, Fax Box (with optional Fax System)

#### **OPTIONAL DOCUMENT PROCESSORS<sup>2</sup>**

#### Type / Capacity:

DP-7100: Reversing Automatic Document Processor / 140 Sheets DP-7110: Dual Scan Document Processor / 270 Sheets DP-7130: Dual Scan Document Processor / 270 Sheets Acceptable Originals: 5.5" x 8.5" - 11" x 17'

#### Acceptable Weights:

DP-7100: Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm); Duplex: 16 lb – 32 lb Bond (50 – 120gsm) DP-7110 & DP-7130: Simplex: 13 lb Bond - 120 lb Index (35 - 220gsm); Duplex: 16 lb - 120 lb Index (50 - 220gsm)

#### OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12 Compatibility / Data Compression: G3 Fax / MMR, MR, MH, JBIG Transmission Speed / Modem Speed: Less than 3 seconds / 33.6 Kbps

#### Fax Memory: Standard 170 MB

**Driver:** Network Fax Driver

Fax Functions: Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast, Fax Server Integration, Fax Dedicated Paper Feeder

**OUTPUT & FINISHING OPTIONS<sup>3</sup>** 

#### **OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100** Stack / Staple Capacity: 500 Sheets / 50 Sheets (up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" - 12" x 18"

Paper Weight: 14 lb Bond - 166 lb Index (52 - 300gsm) Edge Staple Position: 3 Positions: Front 1 Staple, Edge 1 Staple, Face 2 Staples

Optional Punch: PH-7100 2 and 3 Hole Punch Unit, Supports 5.5" x 8.5" - 12" x 18"; 14 lb Bond - 166 lb Index (52 - 300gsm) Dimensions: 19.4" W x 21" D x 6.9" H

**OPTIONAL 1,000 SHEET FINISHER DF-71204** Stack / Staple Capacity: Main Tray: 1,000 Sheets / 50 Sheets

(up to 24 lb Bond [90gsm]) Paper Size: 5.5" x 8.5" - 12" x 18"

Paper Weight: 14 lb Bond - 166 lb Index (52 - 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, **Center Bind** 

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports 5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm) Dimensions: 21.6" W x 24.4" D x 41.3" H

OPTIONAL 4,000 SHEET FINISHER DF-7110 AND DF-71304

Stack / Staple Capacity: Main Tray (A): 4,000 Sheets; DF-7110 Sub Tray (B): 200 Sheets / 65 Sheets (up to 24 lb Bond [90gsm])

DF-7130 Sub Tray (B): 200 Sheets / 100 Sheets (up to 21 lb Bond [80gsm])

Paper Size: 5.5" x 8.5" - 12" x 18"

Paper Weight: 14 lb Bond - 166 lb Index (52 - 300gsm) Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports 5.5" x 8.5" - 12" x 18"; 14 lb Bond -166 lb Index (52 - 300gsm) Dimensions: DF-7110: 23.9" W x 26.3" D x 41.8" H; DF-7130: 29.5" W x 26.2" D x 43.7" H

Optional Booklet Folder / Tri-fold Unit

DF-7110': BF-730 Booklet Folder supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold Booklet Staple: 16 lb - 24 lb Bond (60 - 90gsm) 20 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 13 sheets; Higher than 28 lb Bond (Higher than 105gsm) 1 sheet; Fold booklet no staple: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index (91 – 120gsm) 3 sheets; 32 lb Bond – 110 lb Cover (121 – 256gsm) 1 sheet; Trifold supports 8.5" x 11" only: 16 lb - 24 lb Bond (60 - 90gsm) 5 sheets; 25 lb Bond - 72 lb Index (91 - 120gsm) 3 sheets; 16 lb - 28 lb Bond (60 - 105gsm) 1 sheet DF-7130\*, BF-9100 Booklet Folder supports 8.5" x 11", 8.5" x 14", 11" x 17"; Fold Booklet Staple: 16 lb – 24 lb Bond (60 – 90gsm) 20 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 13 sheets; Higher than 28 lb Bond (Higher than 105gsm) 1 sheet; Fold Bookle No Staple: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 3 sheets; 29 lb Bond to 110 lb Cover (106 – 256gsm) 1 sheet; Tri-fold supports 8.5" x 11" only: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb – 28 lb Bond (91 - 105gsm) 3 sheets

Optional Multi-Bin Mailbox (DF-7110)5: MT-730(B) includes 7 Trays; Supports 16 lb Bond - 90 lb Index (60 - 163gsm); Stack Capacity per bin: 100 Sheets: 5.5" x 8.5", 8.5" x 11"; 50 Sheets: 8.5" x 14", 11" x 17'

#### ADDITIONAL OPTIONS

Bridge Unit Attachment Kit (AK-7110), Banner Guide 10, Internet Fax Kit (A), IC Card Authentication Kit (B), Gigabit NIC (IB-50), Wireless LAN IEEE802.11b/g/n (IB-51), ThinPrint (UG-33), Emulation (UG-34), Document Tray (DT-730(B)), Scan Extension Kit (A) for Searchable PDF/OCR, Keyboard Holder 10, EFI Fiery Printing System 15, Numeric Keypad (NK-7130), Job Separator (IS-7100)

Requires PF-7100 or PF-7110

<sup>2</sup> Only 1 Document Processor can be installed <sup>3</sup> Only 1 Output Option can be installed \* Requires Bridge Unit Attachment Kit (AK-7110) <sup>5</sup> Requires DF-7110 \* Requires DF-7130





#### COLLECTIVE BARGAINING AGREEMENTBETWEEN

# THE HAMBURG BOARD OF EDUCATION AND THE HAMBURG EDUCATION ASSOCIATION

JULY 1, 2021 TO JUNE 30, 2024

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#### INTRODUCTION

This Agreement entered into this 1<sup>st</sup> day of July, 2021, by and between the <u>Hamburg Board of</u> <u>Education</u>, hereinafter called the "<u>BOARD</u>", and the <u>Hamburg Education Association</u>, hereinafter called the "<u>ASSOCIATION</u>", represents the complete and final understanding on all bargainable issues between the <u>BOARD</u> and the <u>ASSOCIATION</u>, for the term of this agreement.

#### **ARTICLE I - RECOGNITION**

### A. UNIT

The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment forall certificated full or part-time 10-month teaching staff members and the Child Study Team members under contract, excluding supervisors, administrators, confidential employees, classroom aides and custodians.

### **ARTICLE II - GRIEVANCE PROCEDURE**

#### A. DEFINITIONS

#### 1. Grievance

A grievance is a claim by a bargaining member(s) or the ASSOCIATION based upon an alleged violation, misinterpretation or misapplication of any of the provisions of this agreement.

#### 2. Aggrieved Person

An "aggrieved person" is the bargaining member(s) or the ASSOCIATION making the claim.

#### **B. PROCEDURE**

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure as hereinafter described.

#### 2. Time Limits

- a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
- b. A grievance must be filed within thirty calendar days after its occurrence.
- 3. If the aggrieved fails to follow the prescribed procedure within the time limits set forth, the grievance becomes void.

#### 4. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

#### 5. Level one - Vice-Principal or Immediate Superior

A grievance shall first be discussed with the Vice- Principal or immediate supervisor, either directly or through the ASSOCIATION'S designated representative, with the objective of resolving the matter informally.

#### 6. <u>Level two – Superintendent</u>

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved may file the grievance in writing with the ASSOCIATION within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school day after receiving the written grievance, the ASSOCIATION shall refer the grievance to the SUPERINTENDENT of schools.

#### 7. Level three - Board of Education

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) school days after a discussion with the Superintendent, the grievance will be submitted to the BOARD for a hearing. A BOARD hearing shall be granted within fifteen (15) school days after the grievant's filing for appeal. The BOARD shall render its decision within ten (10) school days after the completion of the hearing. If after a "cooling-off-period" of ten (10) days the grievance remains unresolved, either party may proceed to arbitration.

#### 8. Arbitration

a. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the Public Employment Relations Commission in the selection of an arbitrator.

- b. The arbitrator so selected shall confer with the representatives of the BOARD and the ASSOCIATION and hold a hearing promptly and shall issue a decision no later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, no later than twenty (20) days from the date of which final statements and proofs on the issues were submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be advisory only.
- c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the BOARD and the ASSOCIATION. Any other expenses incurred shall be paid by the party incurring same.

#### C. RIGHTS OF BARGAINING MEMBER TO REPRESENTATION

1. Bargaining member and ASSOCIATION

An aggrieved bargaining member after level one may be self- represented at all other stages of the grievance procedure or by a representative selected or approved by the ASSOCIATION at no cost to the BOARD.

#### 2. <u>Meetings and Hearings</u>

All meetings and hearings under this procedure shall not be conducted in public but shall include only such parties concerned and their designated or selected representatives.

 Any bargaining member involved in a grievance procedure shall be required to follow administrative directives and BOARD policies while the grievance procedures are being reviewed.

### D. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants, but in the BOARD secretary's grievance file, and the content of which shall be made available to ASSOCIATION representatives.

#### **ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES**

#### A. INFORMATION

The BOARD agrees to make available to the ASSOCIATION, in response to reasonable requests, all information required by the Freedom of Information Act concerning the educational program.

#### **B. RELEASE TIME FOR MEETINGS OUTSIDE OF DISTRICT**

With the approval of the Superintendent, any representative of the ASSOCIATION or any bargaining member may participate during working hours in negotiations, grievance proceedings, conferences, or meetings for Hamburg School, and shall suffer no loss in pay.

#### C. USE OF EQUIPMENT AND FACILITIES

With prior approval of the Superintendent, the ASSOCIATION shall have the right to use school facilities and equipment. The ASSOCIATION shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

### D. RELEASE TIME FOR MEETINGS INSIDE DISTRICT

Whenever any bargaining member is mutually scheduled by the BOARD, the ASSOCIATION and/or the Superintendent to participate during working hours in negotiations, grievance proceedings, conferences, and/or meetings, that person shall suffer no loss in pay.

### ARTICLE IV - RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the ASSOCIATION before they are established.
- B. All written rules and regulations shall be provided to the ASSOCIATION immediately upon promulgation.

#### **ARTICLE V - BARGAINING MEMBER RIGHTS**

#### A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict any bargaining member such rights as guaranteed under New Jersey School Laws or other applicable laws and regulations. Those rights guaranteed to bargaining members thereunder shall be deemed to be in addition to those provided in this Agreement.

#### B. MEETINGS WHICH COULD ADVERSELY AFFECT EMPLOYMENT

Whenever any bargaining member is required to appear before any administrator, BOARD, or any committee member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of the bargaining member's office, position, employment, salary, or any increments pertaining thereto, that bargaining member shall be given prior written notice and shall be entitled to have a representative of the ASSOCIATION present to advise and represent said bargaining member during such meetings or interviews. be with pay. Any suspension of a bargaining member pending charges shall be with pay. If and when a bargaining member is found guilty all pay received during the suspension shall be returned to the BOARD.

#### C. EVALUATION OF STUDENTS

The bargaining member shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon the bargaining member's professional judgment of available criteria pertinent to any given subject area or activity to which that bargaining member is responsible. No grade or evaluation shall be changed without justification to that bargaining member.

#### D. CRITICISM OF BARGAINING MEMBERS

Questions or criticisms, by the Superintendent or a supervisor of a bargaining member and/or the instructional methodology of that bargaining member, shall be made in confidence and not in the presence of students, parents, or other public gatherings.

#### E. PERSONAL RECORDS

All bargaining members shall have the right, upon request, to review the content of their personnel file and to make copies with BOARD equipment of any documents contained therein. Bargaining members shall be entitled to have a representative of the ASSOCIATION present during such reviews. At least once every three (3) years, a bargaining member shall have the right to indicate those documents and/or other materials in the personnel file which are believed to be inappropriate. Said documents shall then be reviewed by the Superintendent/designee and if found obsolete or otherwise inappropriate, these documents shall then be properly discarded or amended in writing.

#### F. DEROGATORY MATERIAL

1. No material derogatory to a bargaining member's conduct, service, character, or personality shall be placed in the personnel file unless the bargaining member has had an opportunity to review such material. The bargaining member shall acknowledge said opportunity to review such material by affixing the proper signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The bargaining member shall also have the right to submit a written response to such material which shall then be reviewed by the Superintendent /designee and attached to the file

copy.

2. If a bargaining member refuses to sign derogatory material, the Superintendent shall request that the ASSOCIATION representative and BOARD representative sign the said material, and said material shall then be placed in the file.

### G. NO SEPARATE FILE

The BOARD agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents, and shall therefore not establish any separate personnel file.

#### **ARTICLE VI - NON-DISCRIMINATION**

- A. The BOARD and the ASSOCIATION agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, sexual orientation, national origin, age, disability or political affiliation.
- B. The BOARD and the ASSOCIATION agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the BOARD or the ASSOCIATION against any employee because of the employee's membership or non-membership or activity or non-activity in the ASSOCIATION.

### **ARTICLE VII - TEACHING HOURS AND TEACHING LOAD**

### A. BARGAINING MEMBER DAY

The regular workday for certificated employees shall consist of seven (7) hours and fifteen (15) minutes which shall include instructional, preparational, and a duty-free lunch period. On Fridays or on days preceding holidays or vacation, the employees' day shall end at the close of the pupils' day unless otherwise announced.

### **B. LUNCH PERIODS**

- All bargaining members shall have a daily duty-free lunch period of at least thirty (30) minutes.
- Leaving the Building Bargaining members may leave the building without requesting permission during their scheduled duty-free lunch periods but must inform the office upon leaving and returning and must sign in/out.

### **C. MEETINGS**

### 1. Prior to Holidays and Weekends

Every effort shall be made to avoid scheduling meetings, which take place after the regular workday and which require attendance, on Fridays or on any day immediately preceding holidays, or other days upon which bargaining member attendance is not required at school.

### 2. Summer Months

Bargaining members required to attend Child Study Team I.E.P. meetings during the summer months shall be paid at the rate of \$40.00 per hour.

#### 3. Faculty

Bargaining members may be required to remain after the end of the regular workday, without additional compensation, to attend up to sixteen (16) after school meetings per school year (no more than one (1) in December and no more than one (1) in June), which shall last one (1) hour each. An agenda will be provided and faculty may leave upon conclusion of the meeting.

#### D. INCLEMENT WEATHER

Bargaining member attendance shall not be required whenever student attendance is not required due to inclement weather.

#### E. DEFINITION OF IN-SCHOOL WORK YEAR

The work year shall include days when pupils are in attendance, orientation days, and any other days which bargaining member attendance is required. The bargaining member work year shall be 185 days per school year. This includes a full day preceding the first day of school for the pupils. One-half of the first full day will be for orientation/meetings and the other one-half of the day will be for bargaining member preparation. Two days shall be used for staff professional development. In addition to the regular 185- day year, members of the Child Study Team shall be required to work up to ten (10) additional days as needed throughout the school year and summer to attend to Child Study Team needs. This includes, but is not limited to, completing evaluations, attending meetings, mediations and hearings and participating in other matters as deemed necessary by the Superintendent. If more than ten (10) days are needed, such days must be approved by the BOARD upon the recommendation of the Superintendent. Child Study Team members shall be paid their per diem rate for such additional days.

#### F. MONITORING DUTIES

- 1. The regularly employed teaching staff shall be expected to perform bus duty, cafeteria, playground/recess duties, lunch, detention and study hall duties, and these duties shall be of equal scheduling as determined by the Superintendent. These duties, with the exception of detention, shall not exceed the bargaining member workday as described in Article VII, Section A, BARGAINING MEMBER DAY. Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed.
- 2. The regularly employed teaching staff shall be expected to perform detention duties. These duties shall be on a rotating schedule, Tuesday through Thursday, and shall not exceed 4:00 pm. The regularly employed teaching staff shall also be expected to perform homework club. These duties shall be on a rotating schedule, Tuesday and Thursday, and shall not exceed 4:00 pm. These duties shall be proportionately scheduled by the Superintendent as determined by the bargaining member work load, which shall be defined as "The direct supervision of children". Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed. A stipend of \$40.00 will be paid to bargaining members who perform "after school" detention duties.
- 3. The required supervision of evening duties shall be secured solely through volunteer persons, who shall be compensated as follows:
- a. Parental/ Informational seminars or meetings: \$90.00.
- b. Supervision of the students at an evening program: \$65.00.
- c. Conducting an evening program involving the students, including their supervision:
   \$90.00.

d.

#### e. Field trips:

- Returning after 3:00 PM but before 4:30 PM (No Stipend)
- Returning after 4:30 PM by before 5:30 PM (\$35.00)
- Returning after 5:30 PM by before 8:00 PM (\$80.00)
- Returning after 8:00 PM but before 10:00 PM (\$175.00)
- Overnight (\$250.00)

All bargaining members shall be released from the duty of collecting monies for various programs and/or activities throughout the school year with the exception of the following: Specific classroom activities that would apply just for that grade.

### G. PREPARATION TIME

Bargaining members shall have an average of one (1) preparational period per work day, each of which to be at least of a forty (40) minute duration, during which they shall not be assigned any other duties. Every attempt will be made to provide at least one (1) preparational period every work day.

#### **H. TUTORING DUTIES**

All bargaining members, when reasonably requested, shall be available during the week to tutor. No bargaining member will be required to stay beyond 3:30 P.M for tutoring.

### I. PROFESSIONAL LEARNING COMMUNITIES (PLCs)

During the 2021-2022 and 2022-2023 school years, an early dismissal for students will be given one day each marking period to provide common planning for Bargaining Members. During the 2023-2024 school year, six early dismissals for students will be given to provide these PLC days. Bargaining Members will utilize this time to work on collaborative topics and will provide administration with an outline of what will be done no later than one week prior to the scheduled PLC time. Administration can add input on these topics, and an exit ticket will be provided for each PLC session.

- SY 2021-2022 = 4 PLC days
- SY 2022-2023 = 4 PLC days
- SY 2023-2024 = 6 PLC days

### J. BACK TO SCHOOL NIGHT

All regularly employed bargaining members shall attend one Back to School Night at the Superintendent's discretion.

#### K. PARENT/BARGAINING MEMBER CONFERENCES

All regularly employed bargaining members shall attend two (2) evening parent/bargaining member conferences and two (2) afternoon parent/bargaining member conferences each year as follows: Administration shall select two (2) days, from a week, Monday-Thursday, in the fall. On these two (2) days, there will be an early dismissal for students and conferences will take place between 1:30 PM and 3:00 PM and 4:30 PM and 7:00 PM. The last day of that week shall be an early dismissal for both students and faculty.

#### L. EARLY DISMISSAL

Early dismissal days shall be scheduled on the last school day prior to Christmas and Thanksgiving. The two (2) days prior to the last school day shall be early dismissals for students. On the last student day of the year, bargaining members shall have a dismissal time as set for single session days for students. The Thursday before Good Friday shall be an early dismissal for both students and faculty.

#### M. SIGN-IN/SIGN OUT PROCEDURE

The BOARD shall have the right to establish a sign-in/sign- out procedure whereby all bargaining unit members may be required to sign in and/or sign out when they are leaving school premises during the school day.

#### **ARTICLE VIII - BARGAINING MEMBER EMPLOYMENT**

#### A. NOTIFICATION

Upon employment the Superintendent shall report to the ASSOCIATION in writing the certificates and degrees held, major and minor fields of study, and prior experience of each new bargaining member.

### **B. NOTIFICATION OF CONTRACT**

Tenured and non-tenured bargaining members shall be notified of their contract and salary status for the ensuing year no later than May 15th of the current academic year. Bargaining members shall in turn, notify the BOARD of their intentions for the ensuing year no later than May 31st of that same year.

#### C. PLACEMENT ON SALARY SCHEDULE

- 1. Upon initial appointment, a bargaining member's salary or placement on the guide shall be negotiated between the BOARD and the bargaining member candidate.
- 2. <u>Adjustment of Salary Schedule -</u> Returning bargaining members shall be placed on the proper step of the salary schedule at the beginning of each academic year. Any bargaining member employed prior to February 1st of any academic year shall be given full credit for one (1) year of service toward the next increment step for the following year.

#### D. EXTRA-CURRICULAR

- If there are no qualified applicants from within the district, for an extra-curricular position, the BOARD shall advertise for qualified applicants from outside the district. In addition to meeting the BOARD'S qualification, the candidates must satisfy the New Jersey teaching certificate requirements that may apply.
- 2. Any outside candidate so selected shall be compensated in accordance with the extra-curricular guides.
- 3. If the BOARD is unable to employ a qualified candidate from out of the district, the BOARD may assign a qualified teaching staff member from within the district. Initial assignments to extra-curricular duties will be based upon the application of the BOARD's qualifying criteria for the position to develop a candidate pool.
- 4. The candidates will be ranked in descending order with the most qualified #1. The final selection will be made from the pool using reverse seniority against the pool rank order. Selection shall be made from the top three candidates.
- 5. In District bargaining members shall not be involuntarily assigned to extra-curricular for one year consecutively or alternatively until all qualified candidates in the pool have been assigned and then assignments may be repeated if required. Prior to reassignment, steps 1, 2, 3, and 4 must be repeated. No staff member shall be involuntarily assigned more than two (2) extra-curricular assignments per year.
- 6. The BOARD reserves the fight to establish the qualification criteria for extracurricular positions in accordance with the provisions of the law.

### **ARTICLE IX - SUBSTITUTES**

- A. If a qualified substitute is not available, the Superintendent may assign these duties to a regularly employed teaching staff member in addition to his/her regular schedule. Any bargaining member so assigned will be compensated for assuming these duties. The full daily rate as noted below will apply for assuming the duties of the entire class of the absent bargaining member for the full day. For less than the full class compensation shall be equal to the following:
  - K-5 (N/Cs) (X) = Y
  - 6,7,8 (N/Cs) (P/7) (X) = Y
  - N = Number of Students
  - Cs = Total class size
  - P = Periods
  - Y = Amount of Compensation
  - X = \$80.00

At no time shall the aggregate amount for each case exceed the total amount negotiated.

### B. COVERAGE

The BOARD shall make every reasonable effort to provide substitutes for all personnel

in all departments, including special bargaining members and nurses.

#### **ARTICLE X - BARGAINING MEMBER FACILITIES**

#### A. LISTING OF FACILITIES

During the academic year, the BOARD shall provide the following facilities to all bargaining members:

- 1. Space in each classroom in which instructional materials and supplies may be stored.
- 2. A serviceable desk, chair and filing cabinet for exclusive bargaining member use.
- 3. A working communication system linking the main office with the classroom(s).
- 4. A lighted and cleaned restroom, separate from the students' restroom.
- 5. Closet space to store coats and personal articles.
- Off street parking facilities, when physically available and economically practical, with parking spots to be designated on a seniority basis.

#### **ARTICLE XI - BARGAINING MEMBER ASSIGNMENT**

### A. NOTIFICATION DATE FOR PRESENTLY EMPLOYED BARGAINING MEMBERS

Except in cases of emergency, all bargaining members shall be given written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year no later than June 30th of the current academic year.

#### **B. REVISIONS**

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30th, the bargaining member affected and a representative of the ASSOCIATION shall be notified promptly in writing and upon request of the bargaining member, the changes shall be reviewed between the Superintendent and the bargaining member affected, accompanied by a representative of the ASSOCIATION if so desired by the affected bargaining member.

#### C. ASSIGNMENT CRITERIA

In order to assure that pupils are taught by bargaining members working within their areas of competence, bargaining members shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of

#### Education.

#### **ARTICLE XII - NON-TENURED BARGAINING MEMBER EVALUATION**

#### A. FREQUENCY

All non-tenured bargaining members shall be evaluated in accordance with the evaluation requirements as depicted in Achieve NJ. Each evaluation is to be followed by a written evaluation and conference between the bargaining member and the Superintendent/designee for the purpose of identifying deficiencies and extending assistance for the correction and improvement of instruction.

#### **B. GENERAL CRITERIA**

- 1. <u>Open Evaluation</u> All monitoring or observation of the work performance of a bargaining member shall be conducted openly.
- Evaluation by Certificated Supervisors Bargaining members shall be evaluated only by persons who are currently certified by the New Jersey State Board of Examiners to supervise instruction and who are currently employed on a full-time basis by the BOARD.

#### C. COPIES OF EVALUATION

A bargaining member shall be given a copy of any class visitation or any evaluation

report prepared by an evaluator at least one (1) day before any conference is scheduled to discuss these issues. No such report shall be submitted to the central office, placed in the bargaining member's personnel file, or otherwise acted upon, without prior conference with that bargaining member. No bargaining member shall be required to sign a blank or incomplete evaluation form.

#### D. EVALUATION PROCEDURE

- Communication Prior to any evaluation report, the evaluator shall have had appropriate communication with the bargaining member which shall include all steps in Par. 2, Article XII, Section C, of this agreement.
- 2. <u>Reports</u> Evaluation reports shall be presented to each bargaining member by the evaluator in accordance with the following procedures:
  - a. Such reports shall be issued in the name of the evaluator based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the bargaining member in a supervisory capacity.
  - b. Such reports shall be addressed to the bargaining member.
  - c. Such reports shall be written and shall include, when pertinent:
    - Bargaining member strengths evidenced during the period since the previous report.
    - 2. Weaknesses of the bargaining member as evidenced during the period since the previous report.
    - Specific suggestions as to measures which the bargaining member might take to improve performance in each of the areas wherein weaknesses have been indicated.

### E. TERMINATION OF EMPLOYMENT

Final evaluation of a bargaining member upon termination of employment shall be concluded prior to separation of employment, and no documents and/or other materials shall be placed in the personnel file of any bargaining member after separation of employment of otherwise, than in accordance with the procedure set forth in this Article

#### **ARTICLE XIII - EXTENDED LEAVES OF ABSENCE**

#### A. CHILD REARING LEAVE

The BOARD shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any tenured employee upon request, in accordance with applicable statutes, regulations and State agency decisions. It is understood that accumulated sick leave may be used only for disability purposes when associated with maternity leave, in accordance with medical verification.

Employees, upon written request, shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of one calendar year following the birth of the child, except such leave shall end the first natural break in the school year (i.e. marking period, semester) following the end of the calendar year. The BOARD, upon request from the employee, may grant up to another year of absence without pay. Employees shall confirm intent to return or request an extension, in writing, at least sixty (60) days prior to the conclusion of the leave. Employees adopting a child shall receive similar leave. Any employee, upon beginning the adoption process, shall notify his/her C.S.A. of his/her intent to apply for a leave of absence upon custody of the child. A sixty-day written notice shall be given. An employee who requests less time will be granted such request if a replacement can be found.

#### **B. BENEFITS**

All benefits to which a bargaining member is entitled at the time an approved leave of absence commences shall be suspended during such leave and shall be restored upon return; however, any bargaining member on a leave of absence approved by the

BOARD, may continue under BOARD health insurance plans for a maximum one school year. Group health care benefit premiums shall be paid by the employee thirty (30) days in advance of the BOARD'S payment schedule. This payment schedule shall be provided by the BOARD Secretary prior to commencement of the approved leave of absence.

#### **ARTICLE XIV- VOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### **A. NOTIFICATION OF VACANCIES**

- <u>Date</u> No later than July 1st of each year, the Superintendent shall make known to the faculty a list of known vacancies. Faculty members will notify the Superintendent within ten (10) days after their notice of contract renewal as to whether or not they accept said renewal.
- Filing <u>Requests</u> Bargaining members who request a change in grade and/or subject assignment must file a written statement of such requests with the Superintendent by May 15th, of the current academic year.
- <u>Written Notification</u> As soon as reasonable and no later than July 30th, the Superintendent shall present to the ASSOCIATION a system-wide schedule showing the names of all bargaining members who have been reassigned or transferred.

#### **ARTICLE XV - MISCELLANEOUS PROVISIONS**

#### A. SEPARABILITY

If any of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

Any individual contract between the BOARD and an individual bargaining member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### **C. PRIVATE NEGOTIATIONS**

The negotiations between the BOARD and the ASSOCIATION shall be conducted in private.

#### **D. MODIFICATION**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed upon by both parties.

#### **ARTICLE XVI - ABSENCE FOR PERSONAL ILLNESS**

#### A. DEFINITION

Absence is defined as away from post or duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorization because of a contagious disease in the immediate family household.

#### **B. SICK DAYS**

- All bargaining members shall be granted the statutory ten (10) sick days yearly. In addition, there will be two (2) additional accumulative days provided for use as sick and/or family illness.
- 2. If a tenured bargaining member has exhausted their accumulative sick leave and personal days, they shall be granted, if requested, the ability to use in advance up to twelve (12) sick days from the following year's provision to cover extended illness. If the bargaining member uses the next year's days and leaves for other than retirement reasons, they shall reimburse the BOARD the expenditure granted. The bargaining member shall sign a promissory note at the time payment is made.

#### C. ACCUMULATION

If fewer than twelve (12) school days of allowed sick leave is taken in any academic year, the number of days not used shall then be cumulative without limit.

#### D. ABSENCE ON SICK LEAVE

Absence on sick leave shall be charged first to the twelve(12) day allowance for the

current academic year until it is fully utilized, and thereafter, to the cumulative credit to the extent that such credit is available to the individual bargaining member.

### E. NOTIFICATION OF ACCUMULATION

An individual statement of accumulated sick leave for all employees covered by this agreement shall be provided by the BOARD Secretary to each individual member at the start of each school year.

#### **ARTICLE XVII - TEMPORARY LEAVES OF ABSENCE**

#### A. TYPES OF LEAVE

Each academic year bargaining members shall be entitled to the following temporary leaves of absence with full pay.

- <u>Death</u> Up to five {5) days shall be granted at any time in the event of the death of a bargaining member's child, spouse, parent, father- in-law, mother-in-law, brother and sister, grand-parent, grandchild, and two days leave due to death of other family members. This leave is to be started within five working days following the death, unless otherwise approved by the C.S.A. These days shall not be permitted to accumulate.
- 2. <u>Personal Days</u> Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during working hours shall be granted during each academic year. Personal days shall be used as whole days and cannot be taken as half or partial days. Two unused personal days per academic year shall be allowed to accumulate and shall then take the status of unused sick days. Except in cases of emergency, personal days shall be used with notification to the Superintendent of at least three (3) work days in advance of the day requested, with only one (1) personal day to be taken on Monday and one(1)personal day to be taken on a Friday per academic year. Except in cases of emergency, personal days shall not be used on the day immediately before or immediately after all school vacations and holidays. The use of an excluded day shall result in the loss of that

day's pay. Emergency shall be defined as, "an extraordinary personal occurrence that could not be addressed on any other day." Except in cases of emergency, multiple days requested must have prior approval of the Superintendent. Notification shall be in writing, and shall be presented at least five (5) school days prior to date requested. Response from the Superintendent shall also be in writing and rendered within three (3) school days after the receipt of the request.

## **B. IN ADDITION TO SICK LEAVE**

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the bargaining member is entitled.

#### **ARTICLE XVIII - HEALTH CARE COVERAGE**

A. Effective July 1, 2021, the Hamburg BOARD of Education shall enroll in the New Jersey School Employees Health Benefits Program. Effective July 1, 2021, all full-time employees and their dependents will be eligible for the health benefits in the New Jersey School Employees Health Benefits Program and a Dental Plan as mutually agreed for teaching staff members as described in Article I, and eligible dependents, shall be provided by the BOARD.

#### **B.** Payroll Deductions

Effective July 1, 2021, all employees currently receiving Direct 10/15 shall contribute at a rate of 25% of the health benefit premium. All others shall contribute as per the provisions of Chapter 44.

\* Upon expiration of this contract, this rate becomes negotiable by both parties taking into consideration the PL 2011 Chapter 78 contribution rates in effect at that time. If no successor agreement is reached by 6/30/2024, the contribution rates will be dictated by the law in effect at that time.

#### **ARTICLE XIX - UNUSED SICK DAYS**

#### A. RETIREMENT BENEFITS

- 1. Upon actual retirement, pursuant to the requirements of the "Teachers' Pension Annuity Fund" bargaining members who have completed fifteen (15) years service in the Hamburg School District shall be eligible for 100% of their unused sick days at \$80.00 per day to a maximum of \$12,000.00 per employee, provided that the proper filing process to draw pension annuity be completed according to the rules of the Teachers' Pension Annuity Fund. If preceding requirements are not met, the BOARD shall not be obligated to apply this benefit.
- This benefit shall be paid out no later than the 15th of July of the following fiscal year. However, notice of retirement will be given to the Board Secretary by January 1 of the year in which the retirement will take place, or the payment may be delayed until the following school year.

## **ARTICLE XX - SALARIES**

### A. METHOD OF PAYMENT

### 1. Ten (10) Month

Bargaining members employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly payments on the 15th and last working day of each month.

### 2. <u>Newly Hired Bargaining Members</u>

Except in cases of emergency, all newly hired bargaining members who start employment on or before the seventh day of the month shall receive their first paycheck in the first pay period of that same month. All newly hired bargaining members who start employment after the seventh day of the month shall receive their first paycheck in the last pay period of that same month.

#### 3. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, bargaining members shall receive their paycheck on the last previous working day.

### 4. Final Pay

Bargaining members shall receive their final checks on the last working day in June. The salaries of all personnel covered by this agreement are set forth in Schedule A which is attached hereto and made a part thereof.

## **B. ADDITIONAL CREDITS**

1. All semester hours of graduate credit shall be reimbursed by the BOARD at the

Rutgers in state graduate per credit rate. Reimbursement shall not exceed six (6) graduate credits per semester, nor shall it exceed eighteen (18) graduate credits per bargaining member for any fiscal year. It is further agreed that total reimbursement shall not exceed \$12,000.

- 2. Claims for reimbursement must be submitted within 20 working days of receipt of transcript by the employee and must be accompanied by proof of payment.
- 3. Available funds will be distributed at the end of the school year and divided equally among all bargaining members who have taken approved courses, in accordance with the number of credit hours taken.
- 4. If a bargaining member leaves the district within three (3) years of receiving reimbursement for graduate credit, the bargaining member must refund the district the amount that the employee received as reimbursement during the previous three (3) years. Non-tenured bargaining members who leave the district due to non-renewal will not be subject to this clause. Tenured bargaining members who leave as a result of a Reduction in Force will not be subject to this clause.

## **C. EXTRA DUTY POSITIONS**

When the BOARD and ASSOCIATION mutually agree, the following services shall be offered as extra-duty positions and shall be compensated for at a rate of pay attached hereto and identified as Schedule B. Each bargaining member performing extra duty shall be placed on the proper step each academic year. Notification of extra-duty positions shall be posted no later than July 30, with service to begin on or after September 1.

#### D. MID YEAR SALARY GUIDE ADJUSTMENT

The BOARD agrees to place a bargaining member on the next salary level with the

appropriate salary increase to be effective February 1 of any academic year provided the bargaining member earns the required number of credits to be eligible for that level prior to February 1, and provides an official transcript. It is further understood that said bargaining member must submit to the Superintendent prior to October 31, a written notice that the bargaining member intends to reach the next horizontal salary level by February 1. Otherwise, all salary and/or guide adjustments shall become effective September 1 of the following academic year.

A bargaining member shall provide proof (i.e. transcript, diploma, etc.) in order to receive a mid-year salary guide adjustment.

### **ARTICLE XXI - PART-TIME STAFF MEMBERS**

### A. DEFINITION

Part-time bargaining members shall be defined as, "any teaching staff member whose contract is for less than 100% teaching time (less than five (5) full days per week)."

### **B. HEALTH CARE COVERAGE**

- In order to be eligible for health care coverage, part-time teaching staff members must be employed at least twenty (20) hours per week, except for those full-time teaching staff members reduced to part-time status in the future.
- The "twenty (20) hours worked" threshold in subparagraph 1. above shall be twentyfive (25) hours per week when the BOARD participates in the New Jersey School Employees Health Benefits Program.

# C. SICK LEAVE

This leave will be on a pro-rated basis and based on the number of days worked per week. (Example: 2 days per week= 40% of the number of days will get  $.4 \times 12 = 4.8$  or 5 days.

#### **D. PERSONAL DAYS**

This leave will be on a pro-rated basis and based on the number of days worked per week. (Example: 2 days per week= 40% of the number of days will get  $.4 \times 4 = 1.6$  or 2 days.)

## E. DEATH DAYS

This leave will be on a pro-rated basis. will get  $.4 \times 5 = 2.0$  or 2 days.)

### F. PREPARATION TIME

Part time staff shall receive prep time pro-rated. For calculation of pro-ration, full time preparation time is equal to two hundred (200) minutes per five (5) day week.

# G. SCHEDULED TIME

All part-time bargaining members shall be scheduled in a consecutive block of paid time.

# H. FAMILY ILLNESS DAYS

This leave will be on a pro-rated basis (e.g., 40% will be  $0.4 \times 2 = 0.8$  or 1 day)

# **ARTICLE XXII - LONGEVITY**

- Bargaining members who have completed **16 years** of employment in the Hamburg School District shall receive an annual amount of \$1,300.00 over and above the salary guide.
- Bargaining members who have completed **20 years** of employment in the Hamburg School District shall receive an annual amount of \$1,800.00 over and above the salary guide.
- Bargaining members who have completed 25 years of employment in the Hamburg School District shall receive an annual amount of \$2,300.00 over and above the salary guide.
- Bargaining members who have completed **30 years** of employment in the Hamburg School District shall receive an annual amount of \$2,800.00 over and above the salary guide.

## **ARTICLE XXIII - MENTORING**

- 1. Any opening for a "mentor" shall be posted, and the position shall be given to the most qualified applicant, within the present teaching staff, who applies.
- 2. Any bargaining member who serves as a "mentor" shall receive a stipend in accordance with the New Jersey Department of Education Guidelines. Said stipend will be paid by the BOARD.

#### **ARTICLE XXIV - REPRESENTATION FEE**

### A. AMOUNT OF FEE/NOTIFICATION

Prior to the beginning of each membership year, the ASSOCIATION will notify the BOARD in writing of the amount of the regular membership dues, initiation fees and assessments charged by the ASSOCIATION to its own members for that membership year.

### **B. DEDUCTION AND TRANSMISSION OF FEE**

- 1. <u>Notification</u> On or about the 15th of September each year the BOARD will submit to the ASSOCIATION, a list of all employees in the bargaining unit.
- <u>Changes</u> The ASSOCIATION will notify the BOARD in writing of any changes in the list provided for in paragraph 1 and such changes will be reflected in any deductions made more than 10 days after the BOARD received said notice.
- 3. <u>New Employees</u> On or about the last day of each month, beginning with the month this agreement becomes effective, the BOARD will submit to the ASSOCIATION, a list of all employees who begin their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, dates of employment and places of assignment for all such employees. The BOARD will also notify the ASSOCIATION of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment and death.

#### C. INDEMNIFICATION

The ASSOCIATION shall indemnify and hold the BOARD harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken by the BOARD for the purpose of complying with any provision of this Article. The ASSOCIATION shall intervene in and defend any administrative or court litigation.

The Board agrees to be bound by the provisions of the current law.

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# **ARTICLE XXV - DURATION OF AGREEMENT**

## A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2018 and shall continue in effect through June 30, 2021.

# **B. STATUS OF INCORPORATION**

In witness whereof the ASSOCIATION and the BOARD has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seals placed hereon.

# HAMBURG EDUCATION ASSOCIATION

By:		(President)	
Ву:		(Secretary)	
HAMBUR	G BOARD OF EDUCATION		
Ву:		(President)	
Ву:		(Secretary)	

**CORPORATE SEALS** 

# SCHEDULE B:262XTFRA DUTY POSITIONS

ACTIVITY				EXPERIENCE LEVEL			
	1	2	3	4	5	6	
Academic Club	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Art Club	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Athletic Coordinator	\$1,688	\$1,801	\$1,913	\$2,026	\$2,082	\$2,139	
A.V.A.	\$1,238	\$1,350	\$1,463	\$1,575	\$1,632	\$1,688	
Band	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Basketball	\$1,688	\$1,801	\$1,913	\$2,026	\$2,082	\$2,139	
Basketball Assistant	\$1,463	\$1,575	\$1,688	\$1,801	\$1,856	\$1,913	
Chorus	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Computer Tech Advisor	\$1,350	\$1,463	\$1,575	\$1,688	\$1,745	\$1,801	
Cross Country	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Cross Country (Assistant)	\$788	\$900	\$1,013	\$1,126	\$1,181	\$1,238	
Drama	\$1,463	\$1,575	\$1,688	\$1,801	\$1,856	\$1,913	
Drama (Assistant)	\$1,126	\$1,238	\$1,350	\$1,463	\$1,519	\$1,575	
Eighth Grade Advisor	\$1,398	\$1,510	\$1,623	\$1,736	\$1,791	\$1,848	
Field Hockey	\$732	\$844	\$956	\$1,069	\$1,126	\$1,181	
Environmental Club	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Natl Junior HonorSociety	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Safety Patrol	\$844	\$956	\$1,069	\$1,181	\$1,238	\$1,294	
School Literary Magazine	\$900	\$1,013	\$1,126	\$1,238	\$1,294	\$1,350	
Soccer	\$1,575	\$1,688	\$1,801	\$1,913	\$1,969	\$2,026	
Soccer (Assistant)	\$1,350	\$1,463	\$1,575	\$1,688	\$1,745	\$1,801	
Track	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Track (Assistant)	\$900	\$1,013	\$1,126	\$1,238	\$1,294	\$1,350	
TREP\$ Advisor	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Volleyball	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463	
Volleyball (Assistant)	\$900	\$1,013	\$1,126	\$1,238	\$1,294	\$1,350	
Yearbook	\$1,463	\$1,575	\$1,688	\$1,801	\$1,856	\$1,913	

Any individual moving from Head Coach (Advisor) to Assistant shall receive credit on the guide for each year of service as an assistant.

Any individual moving from Assistant Coach (Advisor) to Head Coach (Advisor) shall receive credit on the guide for one year for every two years served PLUS 1. For example, if an individual served 4 years as an assistant, he/she shall be put on step 3 (4 divided by 2 plus 1) of the Head Coach (Advisor) line of the guide.

Curriculum Writing: \$ 500 per subject (inclusive of typed copy).

\*\* No Bargaining member will be assigned the administrative role of Child Study Team Coordinator.

# Stipend / Hourly Positions

Bargaining member in Charge (\$1,000) The rate will not increase based on experience
level

level.

- Testing Coordinator (\$1,000) The rate will not increase based on experience level.
- Homework Club (\$40 / hour) to be held on Tuesdays and Thursdays.

	Hamburg EA						
	2021-2022						
NEW STEP	OLD STEP	B.A.		M.A.			
1	2	\$	61,612	\$	64,932		
2	3	\$	62,852	\$	66,172		
3	4	\$	64,117	\$	67,437		
4	5	\$	65,407	\$	68,727		
5	6	\$	66,722	\$	70,042		
6	7	\$	68,062	\$	71,382		
7	8	\$	69,427	\$	72,747		
8	9	\$	70,822	\$	74,142		
9	10	\$	72,247	\$	75,567		
10	11	\$	73,702	\$	77,022		
11	12	\$	75,187	\$	78,507		
12	13	\$	76,697	\$	80,017		
13	14	\$	78,232	\$	81,552		
14	15	\$	79,792	\$	83,112		
15	16	\$	81,377	\$	84,697		
16	17	\$	82,877	\$	86,197		

	H	amburg	EA	
	2	022-202	23	
STEP		B.A.		M.A.
1	\$	62,717	\$	66,037
2	S	63,957	S	67,277
3	\$	65,222	S	68,542
4	\$	66,512	\$	69,832
5	\$	67,827	\$	71,147
6	\$	69,167	\$	72,487
7	\$	70,532	\$	73,852
8	\$	71,927	\$	75,247
9	\$	73,352	\$	76,672
10	\$	74,807	\$	78,127
11	\$	76,292	\$	79,612
12	\$	77,802	\$	81,122
13	\$	79,337	\$	82,657
14	\$	80,897	\$	84,217
15	\$	82,482	\$	85,802
16	\$	83,982	\$	87,302

		amburg				
	2	023-202	24	ann (- Saanna (- Annais) (- Fraja Saan (- Angel - Annai (- Angel - Angel - Angel - Angel - Angel - Angel - Ange		
STEP		B.A.		M.A.		
1	S	64,053	\$	67,373		
2	S	65,293	S	68,613		
3	\$	66,558	\$	69,878		
4	\$	67,848	\$	71,168		
5	\$	69,163	\$	72,483		
6	\$	70,503	\$	73,823		
7	\$	71,868	\$	75,188		
8	\$	73,263	\$	76,583		
9	\$	74,688	\$	78,008		
10	\$	76,143	\$	79,463		
11	\$	77,628	\$	80,948		
12	\$	79,138	\$	82,458		
13	\$	80,673	\$	83,993		
14	\$	82,233	\$	85,553		
15	\$	83,818	\$	87,138		
16	\$	85,318	\$	88,638		

#### **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made this <u>**1st day of July 2021**</u> by and between the Hamburg Borough Board of Education, 30 Linwood Avenue, Borough of Hamburg, County of Sussex and State of New Jersey, hereinafter referred to as the "Board," and <u>**Robert J. Baumgartner**</u>, hereinafter referred to as the "Vice Principal."

## WITNESSETH:

**WHEREAS**, the Board of Education, employs <u>**Robert J. Baumgartner**</u>, as Vice Principal in accordance with the terms and conditions as hereinafter expressed; and,

**WHEREAS**, both parties agree that the Vice Principal shall perform the duties of this position for the Board as prescribed by the Statutes and Administrative Code of the State of New Jersey and as prescribed by the rules, regulations and policies of the Board;

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants between the Board, including the benefits and advantages running from one party to the other as provided for herein, the parties do hereby stipulate and agree as follows:

- 1. The term of the contract shall be from July 1, 2021 through June 30, 2022.
- 2. The annual salary for this contract term shall be **\$ 97,072**. This annual salary rate shall be paid to the Vice Principal in accordance with the schedule of salary payments in effect for other certified staff.
- 3. In consideration for the designated salary, the said Vice Principal agrees to faithfully perform the duties of Vice Principal and to perform such other duties as, from time to time, may be requested by the Board, the Superintendent/Principal, and to act in such capacities as are authorized by Administrative Code and Statutes of the State of New Jersey, as amended and as construed by the Commissioner, State Board of Education, Courts of the State of New Jersey and the United States.
- 4. The Board shall pay the fees for the Vice Principal to complete state-mandated mentoring/residency.
- 5. Health Benefits: The Board shall provide for the Vice Principal and his/her family Major Medical and Dental insurance as is presently provided for the Hamburg Education Association. The Vice Principal shall contribute to the cost of health benefits as required by the provisions of P.L. 2011, c. 78, effective June

28, 2011, at the contribution rate that is currently being paid by all certified, fulltime employees of the district.

- 6. The Board shall reimburse the Vice Principal for up to twelve (12) semester hours of graduate credit per contract year at the Rutgers in-state graduate per credit rate.
- 7. The Board shall grant to the Vice Principal a total of fourteen (14) sick days annually. Earned but unused sick days shall be accumulated.
- 8. The Vice Principal shall be entitled to twenty (20) vacation days per year. In accordance with the provisions of N.J.S.A. 18A:30-9, he may carry over all unused vacation days to the next year only. Vacation time may be taken while school is in session at the discretion of the Superintendent. Should the Vice Principal leave employment prior to June 30, 2022, the allocation of vacation days shall be pro-rated.
- Additionally, the Vice Principal shall be entitled to the following fourteen (14) holidays:

July Fourth
Labor Day
New Year's Eve Day
New Year's Day
Good Friday
Presidents' Day
Veteran's Day

If any of the above holidays falls on a day when school is in session, floating holidays will be allowed with the Superintendent's approval. Holidays falling on Saturday or Sunday will be taken on Friday or Monday respectively. The Vice Principal shall have the option to work remotely the week between Christmas and New Year's Day.

10. The Vice Principal shall receive four (4) personal days per academic year. In the case that personal days are not utilized in a given year (July 1 through June 30), those unused personal days will accrue to the Vice Principal sick leave in accordance with 18A:30-2. Absence due to a death in the Vice Principal immediate family or household and non-immediate family shall be allowed as

per the agreement between the Hamburg Board of Education and the Hamburg Education Association.

- 11. Absence due to serious illness of a member of the Vice Principal immediate family, requiring the presence of the Vice Principal at home, shall be allowed for a period of two (2) days with pay.
- 12. It is acknowledged by the Board and the Vice Principal that the Superintendent, or the Vice Principal shall be in the school building on work days when school is not in session, with the exception of the designated work days between Christmas and New Year's Day, where the Vice Principal will have the option to work remotely. The Vice Principal shall confer with the Superintendent prior to arranging his/her vacation and holiday schedule and agrees to comply with the procedure set forth above.
- 13. The Board will pay the full amount of membership dues for the Vice Principal to the New Jersey Principals/Supervisors Association and the Sussex County Administrators Association.
- 14. The Vice Principal shall furnish throughout the life of this employment agreement and extensions thereto, a valid and appropriate certificate to act as Vice Principal in the State of New Jersey.
- 15. The Vice Principal does hereby agree to devote his/her entire time, skill, labor, and attention to the position of Vice Principal during the term of this Employment Agreement.
- 16. Either party to this contract of employment may terminate same pursuant to sixty (60) days notice in writing of intention to terminate same.
- 17. The Vice Principal shall have the option to have his /her child(ren) educated at the Hamburg School, inclusive of PreK Grade 8 at no cost.
- 18. This agreement constitutes the complete and entire agreement of the parties hereto and supersedes any and all prior and/or contemporaneous oral or written agreements with respect to the subject matter. This agreement may be modified by a written instrument signed by both parties.

**WHEREAS**, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and,

WHEREAS, the Vice Principal has approved of the terms and conditions of this

Employment Contract; and,

**WHEREAS**, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Hamburg School District at its meeting of May 25th 2021, and has been made a part of the minutes of that meeting.

**IN WITNESS WHEREOF**, they set their hands and seals to this Employment Contract effective on the day and year first above written.

Board of Education of the Hamburg School District

Robert J. Baumgartner, Vice Principal

Date

25 May 2021

Date

Robert Jones, President

<u>25 May 2021</u> Date

William Sabo Interim Business Administrator/Board Secretary