

NIGHTLINGER, COLAVITA & VOLPA

A Professional Association

Certified Public Accountants

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Pennsville Board of Education
ATTN: Ms. Heather Mayhew
30 Church Street
Pennsville, New Jersey 08070

RE: Audit Engagement Letter – Single Audit

Dear Ms. Mayhew:

We are pleased to confirm our understanding of the services we are to provide the Pennsville School District for the period ended June 30, 2019. 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 basic financial statements, of the Pennsville School District, as of and for the period ended June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Pennsville School 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 Pennsville School District's RSI. 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, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The Management's Discussion and Analysis, Budgetary Comparison Schedules (C-1, C-2) and the Schedules Related to Accounting and Reporting for Pensions (GASB 68) are all RSI that are required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

Supplementary information other than RSI also accompanies the Pennsville School District's basic financial statements. We will subject the Schedules of Expenditures of Federal Awards and State Financial Assistance to the auditing procedures applied in our audit of the basic financial statements 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 auditor's report on the financial statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic 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 additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on --

- Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with statutes, regulations, and the terms and conditions of awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and compliance related to State Financial Assistance will be in accordance with *Audits of States, Local Governments, and Non-Profit Organizations* and State of New Jersey's OMB Circular Letter 15-08.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to (1) 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) that 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 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 Uniform Guidance. 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; 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 OMB Circular A-133, and the provisions of the State of New Jersey's OMB Circular Letter 04-04, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully 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 to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

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 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, (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.

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 entity 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 Uniform Guidance, it is management's responsibility to follow up to evaluate and monitor noncompliance with federal statutes, regulations and the terms and conditions of federal 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 as needed.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its 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 report 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.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit 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. Management will be responsible for designating this individual as having the suitable skill, knowledge and experience to oversee this non-audit service as well as evaluating the adequacy and results of those services.

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 entity or to acts by management or employees acting on behalf of the entity. 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 you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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 the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award and state financial assistance programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity 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 Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the designed and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal 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 Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. 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*, and Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Pennsville Board of Education's compliance with applicable laws and regulations and the provisions of 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 requires that we also plan and perform the audit to obtain reasonable assurance about whether the Auditee has complied with applicable federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Federal and New Jersey *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each Pennsville Board of Education's major programs. The purpose of these procedures will be to express an opinion on Pennsville Board of Education's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State of New Jersey's OMB Circular Letter 15-08

Audit Administration, Fees and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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.

As required by the NJ Dept. of Education, we will enter the AUDSUM in NJDOE Homeroom and management is responsible to carefully check the reports generated by AUDSUM and communicate any changes to us for correction and the preparation of the electronic submission. It is the responsibility of Management to transmit the Audsum data via the web application in a timely manner as proscribed by NJDOE.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. We will provide the necessary number of copies of our reports to the NJ Department of Education, County, School District and the Department of Agriculture (if necessary); however, 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 designated federal clearinghouse and, if appropriate, 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, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Nightlinger, Colavita & Volpa, PA and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to NJ DOE or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nightlinger, Colavita & Volpa, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the NJ DOE. If we are aware that a federal 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.

We expect to begin our audit on approximately July 2, 2019 and to issue our reports no later than December 2, 2019. Raymond Colavita is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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 each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 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.

With regard to other services, our hourly rates are as follows:

Partner	\$130
Senior	\$ 90
Assistant Senior	\$ 70
Staff	\$ 55 - 65
Office Support	\$ 45 - 55

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 2018 peer review letter is available upon request.

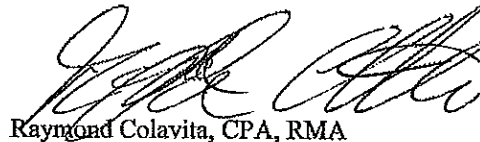
Our fee for these services will be as follows:

Audits - June 30, 2019:		
General	\$	13,665
Food Service		1,145
ASSA		1,145
Non-Attest		
Preparation of Financial Statements/CAFR		2,690
Preparation of AudSum for Certification		885
	\$	<u>19,530</u>

We appreciate the opportunity to be of service to the Pennsville School District 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.

Respectfully Submitted,

NIGHTLINGER, COLAVITA & VOLPA, PA

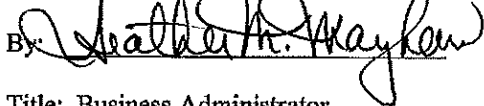


Raymond Colavita, CPA, RMA
Licensed Public School Accountant

No. 915
May 16, 2019

RESPONSE:

This letter correctly sets forth the understanding of Pennsville School District

By: 

Title: Business Administrator

Date: 5/16/19

AGREEMENT

THIS AGREEMENT, made and executed, on this day of 2019 by and between Remington & Vernick Engineers, a New Jersey corporation, as **ENGINEER OF RECORD**, with principal offices located at 232 Kings Highway East, Haddonfield, NJ 08033, hereinafter referred to as "CONSULTANT," and the **PENNSVILLE TOWNSHIP BOARD OF EDUCATION**, in the County of Salem, a Board of Education of the State of New Jersey, hereinafter referred to as "CLIENT."

WITNESSETH that CONSULTANT and CLIENT in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General.

CONSULTANT shall hold available to CLIENT all officers, employees and facilities of CONSULTANT to perform all engineering services normally provided by the CONSULTANT as requested by CLIENT. CLIENT shall compensate CONSULTANT for any and all engineering services requested by CLIENT and performed by CONSULTANT in accordance with the terms of this Agreement.

2. Costs and Expenses.

All costs and expenses incurred by CONSULTANT shall be borne solely by CONSULTANT unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the CLIENT.

3. Scope of Services.

A. CONSULTANT shall, at the request of the CLIENT, provide engineering, planning, surveying services and/or contract operations services as specified in the scope of services as provided in the proposal provided by CONSULTANT. CONSULTANT shall provide a proposal detailing the scope of work for each project requested by CLIENT unless authorized otherwise by CLIENT in

writing. Any proposal submitted and approved by CLIENT during the Term of this Agreement shall be made a part hereof by reference.

- B. CONSULTANT's services are for the sole and exclusive benefit of the CLIENT and no third party beneficiary is intended. The provision of these services by CONSULTANT shall not relieve others of their responsibility to the CLIENT.

4. CLIENT Responsibilities.

The CLIENT shall:

- A. Provide full information as to its requirements for any project which it requests CONSULTANT'S services.
- B. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the site of any project, including prior reports and any other data relative or necessary to the design or the construction of said project.
- C. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform his work.
- D. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented and produced by CONSULTANT in furtherance of CONSULTANT'S duties under this Agreement and provide, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- E. Advertise for proposals from bidders, open the proposals at the appointed time and place in accordance with the applicable rules and laws, and pay for all costs incidental thereto.
- F. Provide such legal, accounting and insurance counseling services as may be required for any and all projects for which CONSULTANT'S services are required.

- G. Designate in writing a person to act as the authorized representative with respect to any and all work to be performed by CONSULTANT. CLIENT'S authorized representative shall have complete authority to transmit instruction, receive information, interpret and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.
- H. Give prompt written notice to CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in any project which CONSULTANT is providing services.
- I. Obtain approval of any and all governmental authorities having jurisdiction over any and all projects and any and all approvals and consents from such other individuals or bodies as may be necessary to complete the project. CLIENT is further responsible for any and all fees required by any governmental agency related to any project for which CLIENT is utilizing CONSULTANT'S services.

5. Compensation to CONSULTANT

CONSULTANT will be compensated by CLIENT as detailed in CONSULTANT'S proposal and as approved by CLIENT. CONSULTANT shall be compensated via one of the two options as provided below in subsections A and B.

A. Hourly Rates

All services rendered by CONSULTANT, unless provided through Fixed Fee as set forth below, will be compensated on the basis of the hourly rates for personnel performing the services as set forth in CONSULTANT'S proposal and as set forth in the rate schedule attached hereto as **Exhibit A**.

B. Fixed Fee

When it is possible to define precisely the scope of any project and the services to be performed by CONSULTANT, a fixed fee based

on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In the event a fixed fee arrangement is agreed upon by the parties, progress payments will be made by CLIENT on a percentage of completion basis as described within the specific project proposal and as set forth in the proposal attached hereto.

CLIENT will only make direct payment to consultants that it directly engages. CONSULTANT shall be responsible for payment to any and all sub-consultants it retains in connection with services provided to CLIENT provided said sub-consultants are not directly contracted by the CLIENT. CONSULTANT reserves the right to add an administrative fee of five per cent (5%) on top of any services provided by a sub-consultant for any work authorized by CLIENT under this Agreement.

6. Payment to CONSULTANT

A. Hourly Billing

- i. Invoices shall be submitted by CONSULTANT to the CLIENT on a monthly basis.
- ii. CONSULTANT shall append to each invoice for payment a detailed breakdown of services and charges in accordance with this Agreement.

B. Fixed Fee

- i. Invoices shall be submitted by CONSULTANT to the CLIENT in accordance with the progress payment schedule outlined in the proposal and accepted by CLIENT.
- ii. CONSULTANT shall NOT be required to submit a detailed breakdown of services and charges for Fixed Fee billing.

- C. CLIENT shall make payment to CONSULTANT within thirty (30) days of receipt of the invoice for payment by CLIENT. Payments not made within thirty (30) days of receipt of voucher for payment shall be assessed an interest rate of 1.5%, unless otherwise

prescribed for by State law. No deduction shall be made from CONSULTANT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to others or on account of the cost of changes in the work other than those for which CONSULTANT is directly responsible.

- D. Disputes of invoices for payments, or portions thereof, shall be brought to CONSULTANT'S attention in writing within fifteen (15) days of the receipt of the invoice for payment by CLIENT.

7. Changes in Scope.

At any time either party may give the other party notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable under the terms of the Agreement shall be effective until the approval of the renegotiation of fees. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing fees shall remain in effect until the termination of the Agreement or until agreement is reached.

8. CLIENT Requests; Private Request.

The CONSULTANT shall respond to only those requests by the CLIENT'S authorized representative or member of the governing body, but in no case shall respond to, or provide any services or work hereunder upon the request of any private citizen, person, firm, or other entity, except as expressly authorized in writing by CLIENT.

9. Filing of Deliverables with the CLIENT

CONSULTANT will deliver, by way of filing to the CLIENT a true copy of all maps, charts, documents, work sheets and data for which CONSULTANT has been compensated by the CLIENT, hereinafter

“Deliverables”. CONSULTANT will also deliver an electronic version, in PDF Format (unless another electronic format is requested by CLIENT through RFP or as set forth in CONSULTANT), of all Deliverables. Should CLIENT desire additional Reproduction of Deliverables, beyond as set forth herein, either hard copy or electronic format, CLIENT shall bear the cost for reproduction as indicated in the attached schedule of reproduction costs.

10. Limitation of Liability

The CLIENT agrees to limit CONSULTANT’S liability to the CLIENT, it’s agents, officers or employees on any and all projects or related to any services CONSULTANT provides for CLIENT, due to CONSULTANT’S professional negligent acts, errors or omissions, regardless of the form or type of loss or damages whether direct, indirect, consequential or the result of contract, tort, indemnification or contribution such that the total aggregate liability of CONSULTANT shall not exceed \$15,000.00 or CONSULTANT’S total fee for services rendered on any specific project or service, whichever is higher.

11. No Damage for Delay

CONSULTANT and the CLIENT waive consequential damages for claims, disputes, delays or other matters in question, arising out of or relating to this Agreement including but not limited to any monetary damages that are alleged to be the result of any delay which is not the fault of the CLIENT. The CLIENT further agrees to obtain by contract, to the fullest extent permitted by law, similar waivers from any and all Contractors and subcontractors, if any, to any and all work for which CONSULTANT provides services to CLIENT.

12. Waiver of Construction Phase Services

If CLIENT does not retain CONSULTANT to render construction phase services, CLIENT waives any claim it may have against the CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any loss or liability, including attorney's fees and other costs of defense, arising out of or related to the interpretation of CONSULTANT'S plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in CONSULTANT'S plans and specifications.

13. Dispute Resolution

- A. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement without the need for any intervention of third parties. However, should the parties be unable to resolve disputes amicably without intervention, the parties shall attempt to resolve any and all disputes through mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.
- B. Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

- C. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- D. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

14. Insurance

CONSULTANT shall procure, and further require any and all sub-contractors and sub-consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CLIENT of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The insurance carriers shall have a Best's rating of "A" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 30 days prior written notice to the CLIENT.

A. Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) /2,000,000 aggregate, including products/completed operations and contractual liability insurance. The coverage to be provided under the policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

B. Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

C. Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

D. Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$2,000,000 for CONSULTANT and not less than \$2,000,000 for any licensed professional retained by CONSULTANT against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of CONSULTANT, its licensed professionals, subconsultants, contractors or subcontractors.

CONSULTANT shall furnish to the CLIENT within ten (10) days of the effective date of this Agreement, Certificates of Insurance representing insurance coverages as set forth above, together with declaration pages, in a form satisfactory to the CLIENT.

15. Waiver of Subrogation

To the extent damages experienced by CLIENT or CONSULTANT are covered by property or casualty insurance, CLIENT and CONSULTANT waive all rights against each other, their agents, consultants and employees for such covered losses and shall obtain waivers from their respective property and casualty insurance carriers against subrogation of such covered losses. CLIENT shall require similar waivers of their contractor and its subs contractors and suppliers and consultants of any tier as to CONSULTANT. The Parties shall advise their property and casualty carriers in writing as to such waivers.

16. Law and Venue

The law which shall be used to interpret this Agreement, including the 'Choice of Law' Rules shall be the law of the jurisdiction where CONSULTANT has its principal office for business.

The parties hereby agree that CONSULTANT may only be sued in the state in which CONSULTANT has its principal office for business and only in the county or local judicial district in which said office is located. The parties also agree that in the event of a suit that a determination as to the outcome of the suit shall be made by a jury.

17. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts.

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

CONSULTANT or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race,

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

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

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

CONSULTANT or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.

10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

CONSULTANT and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

18. Term & Termination

- A. The term of this Agreement shall commence on July 1, 2019 through June 30, 2020.
- B. Either party may terminate the Agreement for convenience upon thirty (30) days written notice. Notwithstanding the foregoing, either the CLIENT or CONSULTANT may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within twenty (20) working days following its receipt of such written notice. CONSULTANT will be compensated for its Services rendered to the date of termination. Termination

of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provisions of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

19. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

20. Miscellaneous

- a. CONSULTANT attaches hereto as **Exhibit B** a copy of the CONSULTANT'S filed Employee Information Report and Business Registration Certificate from the State of New Jersey.
- b. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof only. The express terms of this Agreement control and supersede any course of performance inconsistent with any of its terms. This Agreement may not be modified or amended other than in writing signed by the CONSULTANT and the CLIENT.
- c. Notice. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be sufficient, if in writing, and either (i) delivered personally to the authorized representative of either the CONSULTANT or the CLIENT, or (ii) sent by certified mail, postage pre-paid, return receipt requested, and regular mail, first class.
- d. Waiver. The failure of the CONSULTANT or CLIENT to insist upon strict performance of the covenants and conditions contained herein shall

not be deemed a waiver of the right of the CONSULTANT or CLIENT to insist on the strict performance of such covenants or conditions at any other time. Any waiver by the CONSULTANT or CLIENT of any breach or violation of this Agreement shall not operate or be interpreted, therefore, as a waiver of any subsequent breach or violation of this Agreement.

- e. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provisions of this Agreement.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have caused this Agreement to be executed the day and year first above written.

ATTEST:

REMINGTON & VERNICK ENGINEERS, INC.

Edward Vernick, PE, CME
President

ATTEST:

**PENNSVILLE TOWNSHIP BOARD OF
EDUCATION**

Teresa Cruice William H. Mayhew

SCHEDULE OF BILLABLE HOURLY RATES

2019

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring a consulting expense. Fees are all project-related, established at the initiation of the project or as the scope of the project can be defined. Prior to client authorization, a detailed proposal, including a scope of services, will be prepared for all Capital Projects. All proposals are subject to negotiation and approval.

ENGINEERING

Regional Engineer/Manager	\$175
Engineering Department Head	\$175
Project Manager, LSRP	\$175
Project Manager/Engineer	\$169
Project Engineer	\$164
Senior Engineering Technician	\$131
Engineering Technician	\$104
Technical Aide	\$71

PLANNING

Planning Manager	\$175
Project Planner	\$169
Senior Landscape Architect/Planner	\$153
Landscape Architect/Planner	\$131

Principal	\$186
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Mileage Commensurate in accordance with IRS Regulations

CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head	\$153
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Construction Management Personnel

Project Manager	\$143
Construction Manager	\$126

Observer Personnel

Observer Supervisor	\$143
Resident Observer NICET IV	\$139
Observer NICET II/III	\$133
Observer	\$127
Contract Administrator	\$120

SURVEY, CADD & GIS

Field Personnel

Surveyor	\$115
Party Chief	\$109
Transit/Rod Person	\$104

Office Personnel

Survey/CADD Department Head	\$153
Survey Manager	\$148

CADD/GIS Manager	\$148
Senior CADD/GIS Technician	\$131
CADD/GIS Technician	\$115



AGREEMENT FOR LEGAL SERVICES

This AGREEMENT between the PENNSVILLE BOARD OF EDUCATION (hereinafter "Board") and the law firm of COMEGNO LAW GROUP, P.C., (hereinafter "CLG") contains the following mutually acceptable terms in consideration for the benefits derived therefrom:

1. PARTIES AND PURPOSE

CLG is a law firm comprised of duly licensed attorneys and appropriate support personnel necessary to provide legal services in the State of New Jersey. The Board is a duly elected political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools in order to provide a quality education to those students domiciled within the geographic area of its district. By this Agreement, CLG, by and/or under the supervision of Mark G. Toscano, Esquire, agrees to provide legal services to the Board as Board Solicitor in accordance with the terms outlined herein.

CLG shall provide legal services as customarily provided by School Board Solicitors including, but not limited to, providing advice to the Board and its administration concerning education issues, preparing written legal opinions, initiating or defending lawsuits as necessary, participating in collective negotiations with organized employee groups, attending meetings of the Board, its committees and staff, or meetings with other parties as may from time to time arise, and such other legal services as are commonly accepted and necessary. Any and all legal services provided by CLG as solicitor shall be known to or approved by the Board of Education or its senior administration. The above cited services are by way of example and not by way of limitation.

2. DURATION

This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2020. Either Party may elect to terminate this Agreement at any time upon providing at least thirty (30) days advanced written notice to the other Party of the intention to so terminate.

3. LEGAL FEES

A flat fee of \$850.00 per Board Meeting will be charged under this Agreement. This flat fee will include all time pertaining to the preparation, attendance and post-meeting follow-up for meetings of the Board. In consideration of additional legal services rendered, and unless otherwise agreed between the parties, CLG shall be compensated on an hourly basis at an hourly rate of \$175.00 per hour for performing legal services for, or on behalf of, the Board. CLG shall also be compensated for reasonable and necessary disbursements including, but not limited to, mileage, postage, and photocopying associated with legal services billed at an hourly rate.

4. BILLING PROCEDURES

CLG shall provide a monthly statement for services rendered and disbursements which shall include an itemized schedule of services based on the rates referred to above. CLG shall provide such statement to the Board within thirty (30) days of the conclusion of the prior month when the services were actually performed.

All statements shall be supplemented by the Board's voucher and/or purchase order. Payment by the Board shall be made in accordance with the Board's procedures. In the event CLG is required to collect any outstanding fees and costs, it may also recover attorney's fees and costs in such action.

5. DOCUMENT RETENTION/DESTRUCTION

It is normal CLG policy to maintain the Board's files for a minimum of seven (7) years after the legal relationship concludes.

It is CLG policy to maintain all documents in either hardcopy and/or electronic form -- primarily PDF files. By signing this agreement, the Board consents to the secure destruction of the paper file, except for documents which are required to be maintained in original form, at the expiration of the seventh-year unless the Board notifies CLG in writing that CLIENT wishes to take possession of them. The Board may request a copy of the Board file(s) at any time during, upon conclusion of, or after conclusion of The Board matter, which will be delivered to the Board in the appropriate format. CLG reserves the right to charge administrative fees and costs associating with researching, retrieving, copying, and delivering such files.

Though the Board's hardcopy and/or electronically-maintained files may be destroyed seven years after The Board matter concludes without further notice, it is CLG policy to keep The Board file in hardcopy and/or electronic form for as long as practicable. However, CLG is not obligated to protect the Board's hardcopy and/or electronic file from destruction, or guarantee its readability, after seven years.

**WAIVER AND CONSENT TO USE ALTERNATIVE DISPUTE
RESOLUTION/ARBITRATION OF DISAGREEMENTS BETWEEN
THE CLIENT AND CLG**

Should any differences, disagreement, or dispute between the Board and CLG arise as to its representation of the Board, or on account of any other matter, the Board agrees to submit such disagreements/disputes to binding arbitration, including, but not limited to, the following:

(A) Fee Dispute. Should an issue arise relative to fees and costs that cannot be resolved between The Board and CLG, The Board agree to file the applicable papers with the appropriate Fee Arbitration Committee established by the New Jersey Rules of Court within 10 days of CLG's request that The Board do so in order to have such issue resolved in that forum. Should the Fee Arbitration Committee refuse to accept jurisdiction, or such difference involved a matter other than fees and costs, The Board or CLG may submit the dispute to binding arbitration governed by the *New Jersey Uniform Arbitration Act, N.J.S.A. 2A:24-1 et seq.* An arbitrator shall be chosen by consent of the parties or in accordance with *N.J.S.A. 2A:24-5*, the fees for which shall be an issue to be determined by the arbitrator. Any arbitration award shall be confirmed by the Superior Court of New Jersey in accordance with *N.J.S.A. 2A:24-7* and a judgment entered in accordance with *N.J.S.A. 2A:24-2* and *N.J.S.A. 2A:24-10*.

(B) Any Other Disagreements/Disputes. Should an issue arise between The Board and CLG as to any matter, other than a fee dispute, The Board agree to submit such disagreements/disputes to binding arbitration in accordance with the laws and procedures set forth in the immediately preceding paragraph.

SIGNING OF THIS AGREEMENT SHALL CONSTITUTE THE BOARD ACKNOWLEDGEMENT THAT THE BOARD HAVE AN ABSOLUTE RIGHT IN THE FIRST INSTANCE (AND OBLIGATION UNDER THIS AGREEMENT) TO SUBMIT ANY FEE DISPUTES BETWEEN THE BOARD AND CLG TO THE APPROPRIATE FEE ARBITRATION COMMITTEE FOR RESOLUTION, AND SHOULD THAT METHOD NOT BE AVAILABLE, THE BOARD AND CLG HAVE THE OBLIGATION TO SUBMIT ANY FEE OR OTHER DISPUTE TO BINDING ARBITRATION AS SET FORTH ABOVE INSTEAD OF, AND IN PLACE OF, SUBMITTING SUCH ISSUES FOR RESOLUTION TO A COURT.

SIGNING THIS AGREEMENT SHALL BE DEEMED THE BOARD CONSENT TO THE METHODS OF ALTERNATIVE DISPUTE RESOLUTION SET FORTH ABOVE, AND CONSTITUTE A WAIVER ON THE BOARD PART AND ON THE PART OF CLG TO HAVE SUCH DISPUTES/DISAGREEMENTS RESOLVED BY A COURT WHICH MIGHT INCLUDE HAVING SUCH DISPUTES/DISAGREEMENTS DETERMINED BY A JURY.

The above provisions represent the complete and full understanding of the parties. Should any provision of this Agreement be contrary to law, it shall be severed from the remainder, which shall continue in full force and effect. This Agreement is made pursuant to New Jersey law and specifically the requirements of N.J.S.A. 18A:18A-1, *et seq.*

The above provisions are fully understood and accepted by the Board and CLG. The following individuals are authorized to execute this Agreement on behalf of their respective parties.

Dated:

PENNSVILLE BOARD OF EDUCATION

Attest: _____

Board President

Dated:

COMEGNO LAW GROUP, P.C.

Attest: _____

Mark G. Toscano, Esquire
Shareholder

[Seal]

COMEGNO LAW GROUP, P.C.
PRIVACY POLICY NOTICE

Lawyers, as providers of certain personal services, are now required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information.

Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act.

The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

NONPUBLIC PERSONAL INFORMATION WE COLLECT

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS REQUIRED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as authorized by those clients to enable us to effectuate the purpose of our representation or as required by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

CONFIDENTIALITY AND SECURITY

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards to comply with our professional standards.

FEE SCHEDULE FOR LEGAL SERVICES

<u>Services</u>	<u>Rate</u>
All Services, i.e., Special Counsel, Labor and Personnel, Litigation, Court Time, etc.	<i>Attorneys</i> (Partners & Associates) \$175.00 per hr
	<i>Paralegals</i> \$85.00 per hr
Board Meetings	\$850.00

Other Costs/Expenses, include, but are not limited to the following:

Photocopying:	.20 per page
Scanning:	.10 per page
Telecopying:	.95 per page
Travel expenses: round trip (RT) mileage calculated from Firm office to destination; applicable tolls	.58 per mile (or equivalent IRS Approved Mileage Rate)
Courier and other delivery expenses (including Federal Express, special postage, etc...)	Actual Cost
On line legal research	Actual Cost
Litigation expenses (including court costs, expert fees, subpoena fees, court reporter service, court reporting fees, etc...)	Actual Cost



STAFFING AGREEMENT

This agreement entered into by and between **Wright Choice for Home Health Care, LLC**, herein referred to as the "**Agency**" and **Pennsville School District** herein known as the "**Facility**". This agreement shall be effective for the term beginning July 01, 2019 and ending June 30, 2020.

WITNESSTH:

Whereas, the **Facility** wishes to have **Agency** provide Licensed Practical Nurses and Registered Nurses to the **Facility** on an **as-needed basis**;

Whereas, the **Agency** will provide licensed personnel to service the students of the **Facility** on a fee for service basis;

Whereas, the **Facility** is willing to pay for such rendered services;

Whereas, the **Facility**, the **Agency** and employees shall meet all applicable State and Federal Requirements and are qualified to provide services requested;

Therefore, in consideration of the premises and covenants herein made, it is agreed between the **Agency** and **Facility** as follows:

1. **Agency** shall be responsible for obtaining and maintaining all necessary licenses that relate to the provision of services.
2. **Facility** is responsible for compliance with all Federal, State and Local Regulations.
3. **Agency** shall be responsible for ensuring that all of its employees meet the requirements of applicable State and Federal Law and the standards of Accrediting Organizations including but not limited to health screening and background checks.
4. **Agency** will provide proof of licensure and copies of special certifications to the **Facility** on any **Agency** employee so contracted. **Agency** shall supervise all employees so contracted.
5. **Agency** will provide and maintain professional liability insurance in the amount of \$1,000,000/\$3,000,000 and \$1,000,000/\$3,000,000 general liability on all their employees.
6. Staffing requests to the **Agency** will be made from the Administrative Staff or designee of the **Facility**. The **Agency** will honor such requests on the basis of a telephone call.
7. It is understood by the **Facility** that at least 48 hours' notice would provide the best expectation of coverage.
8. The **Facilities** quality assurance monitoring mechanisms apply to all **Agency** employees providing care at the **Facility**.
9. The **Agency** shall provide care to the Students of the **Facility** in accordance with the policies and procedures of the **Facility**. See cover letter
10. **Agency** will evaluate its personnel annually.
11. The **Facility** shall notify Agency in writing if dissatisfied with staff based on their performance or conduct and the Agency will review and respond within ten (10) days of such performance.
12. **Agency** employees will maintain confidentiality of all information concerning students of the **Facility**.
13. **Agency** personnel will provide **Facility** with a copy of time records. **Agency** will provide additional copies upon request.
14. The **Agency** shall furnish itemized statements showing the dates and fees for specified services to the **Facility** on a weekly basis according to the enclosed rate schedule. **(Attachment Schedule A)**
15. The **Facility** will return payment to the **Agency** within thirty (30) days of the invoice date. Any outstanding amounts beyond thirty (30) days shall bear an interest rate of 6%..
16. Facility agrees to notify Agency in writing within 14 days of invoice date of any billing discrepancies. If the Facility fails to notify Agency in the specified time frame the total amount of the invoice will be due and payable.
17. Fee modifications shall require written notification sixty-days (60) prior to any changes taking effect.
18. The Agency shall be responsible for all taxes, benefits and unemployment compensation for their employees.



19. The **Facility** recognizes the right of **Wright Choice for Home Health Care** as the employer. The **Facility** agrees not to directly or indirectly employ any person sent for services by **Agency**.
20. Any notice required by this agreement shall be in writing, and delivered via certified, registered or overnight mail, return receipt requested to **Wright Choice for Home Health Care** 2106 New Road Suite F-7 Linwood, New Jersey 08221 or gstrang@thewrightagencies.com or **Pennsville School District, 30 Church Street, Pennsville, NJ 08070**.
21. This agreement constitutes the entire agreement between the parties and shall not be amended or altered except by written memorandum executed by the parties.
22. This agreement shall be binding upon and insure to the benefit of the parties and their respective legal successors and assigns. Neither this agreement nor any right or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party.
23. This agreement shall be construed in accordance with the laws of the State of New Jersey. Any dispute or claim arising out of this agreement or services rendered hereunder shall be brought in the Superior Court of New Jersey, Cumberland County.
24. Agency shall, at all times, comply with all Federal and State ;laws, regulations and guidelines that are in any manner applicable to the activities performed by employees or agents of Agency under this agreement. Furthermore, Agency shall cause its employees and agents to observe and comply with all such regulations and guidelines and shall indemnify the Vineland Board of Education and its members and employees against any and all claims or liability arising from or based on the violation of such law regulation or guideline. Failure to comply with such laws, regulations and guidelines maybe grounds for termination of this agreement by the Vine board of Education.
25. Agency shall assume all risk and responsibility for and agrees to indemnify defend and hold harmless the Vineland Board of Education, its members and employees from and against any and all claims, demands, suits, actions, judgements and cost, including attorney's fees, on amount of loss of life or property or mental or physical injuries to any person or damages to property which may arise from or result directly or indirectly from the work and services provided by the Agency and its employees and agents under this agreement or any failure to preform Agency obligations under this agreement. If any judgement shall be rendered against the Vine Board of Education or its members and/or Employees for, which indemnification is provided hereunder, Agency shall at its own expense satisfy and discharge any judgement.

Pennsville School District

Wright Choice for Home Health Care

Name

Name

Title

Director of Business Development

Title

Date

May 19, 2019

Date





RATE SCHEDULE A

One-on-One Service

Hourly Rate

Registered Nurse (RN)

\$ 46.00

Licensed Practical Nurse (LPN)

\$ 39.00

Classroom Nurse

Hourly Rate

Licensed Practical Nurse (LPN)

\$ 39.00 (One student)

\$ 22.00 (per each student, Two or more)

This service is available to students who only require intermittent skilled nursing services throughout the school day. Contact our office for further information.

Transportation Nurse

Flat Rate

\$193.00 (up to 2 hours each way)

Additional time will be billed at the hourly rate.

A discounted rate will be given to each additional student being transported on the same bus that requires medical supervision.

School Field Trip Nurse

Hourly Rate

Registered Nurse (RN)

\$49.00

Licensed Practical Nurse (LPN)

\$39.00

Substitute Nurse

Hourly Rate

Registered Nurse (RN)

\$51.00

Licensed Practical Nurse (LPN)

\$41.00

Pennsville School District

Wright Choice for Home Health Care

Name

Name

Title

Director of Business Development
Title

Date

May 19, 2019