18-00236

**AGREEMENT TO PROVIDE**
**LEGAL SERVICES**
**2017-2018 SCHOOL YEAR**

**THIS AGREEMENT** is entered into as of the First day of July, 2017 by and between the **Board of Education of the Township of Cherry Hill** ("Board"), having its principal place of business at 45 Ranoldo Terrace, Cherry Hill, New Jersey, and **Schenck, Price, Smith & King, LLP** ("SPSK"), with offices located at 220 Park Avenue, Florham Park, New Jersey 07932, for Board Solicitor services.

**RECITALS:**

**WHEREAS,** the Board has need of the services of a Board Solicitor for the 2017-2018 school year; and

**WHEREAS,** Schenck, Price, Smith & King, LLP, retains a valid State of New Jersey Business Registration Certificate authorizing it to enter contracts with public entities in New Jersey; and

**WHEREAS,** pursuant to the Local Public School Contracts Law, N.J.S.A. 18A:18A-l et seq., such services are recognized as "professional services," and N.J.S.A. 18A:18A-5(a)(1) permits the awarding of a contract for professional services without the requirements of public bidding; and

**WHEREAS,** by Resolution, the Board has appointed Paul H. Green of Schenck, Price, Smith & King, LLP as Board Solicitor;

**NOW, THEREFORE,** in consideration of these premises and other good and valuable consideration, the parties agree as follows:

## 1. SCOPE OF SERVICES:

SPSK will provide legal services in all areas related to operation of the school district including but not limited to the school district's statutory and regulatory rights and obligations, employment and personnel matters, business contracts and administration, construction and other facilities issues, student issues, special education, representation in litigation before the State and federal courts, and representation in proceedings before State and federal agencies and before the Office of Administrative Law. Additionally, SPSK shall provide all such services as may be requested by the Superintendent of Schools or his designee, the Board President or the Assistant Superintendent-Business/Board Secretary. The scope of services shall also include the following:

(a) Attendance at regular, special and emergency meetings held by the Board, as required;

(b) Consultation with members of the Board, Administration, or others at the direction of the Superintendent of Schools or his designee, the Board President or the Assistant Superintendent-Business/Board Secretary;

(c) Preparation of legal opinions or legal memoranda requested by the Superintendent of Schools or his designee, the Board President or the Assistant Superintendent-Business/Board Secretary;

(d) Review of all correspondence and documents referred by the Superintendent of Schools or his designee, the Board President or the Assistant Superintendent-Business/Board Secretary; and preparation of correspondence and documents on behalf of the Board, if requested;

(e) Preparation and/or review of agreements, resolutions and such other documents when requested by the Superintendent of Schools or his designee, the Board President or the Assistant Superintendent-Business/Board Secretary;

(f) Labor counsel services, including but not limited to representation of the Board in collective negotiations with majority representatives, preparation of collective negotiations agreements, representation in grievance proceedings and any proceedings before the Public Employment Relations Commission, employment discrimination matters, employment consultation, and any other areas requested by the Board, the Superintendent or the Assistant Superintendent-Business; and

(g) Any other legal services requested by the Superintendent of Schools or his designee, the Board President or the Assistant Superintendent-Business/Board Secretary.

**2. PERSONNEL:**

Paul H. Green, Esq. shall be the primary contact and will have primary responsibility for the services set forth in this Agreement. The Board understands and agrees that it is retaining the firm of Schenck, Price, Smith & King, LLP and that services may also be provided by any of its partners, of counsel, associates, paralegals, or law clerks with due regard for efficiency.

**3. TERM OF AGREEMENT:**

The term of this Agreement shall be for a period beginning July 1, 2017, and continuing through June 30, 2018.

**4. COMPENSATION:**

In consideration of the above described services, the Board agrees to compensate SPSK as follows:

a. A retainer of Fifteen Thousand ($15,000) Dollars per annum shall be due and payable in equal monthly installments commencing July, 2017 and ending June, 2018. The retainer shall cover attendance at up to two Board meetings per month, routine telephone contact (i.e., brief telephone conversations or other inquiries which do not require research and/or a written response), and routine correspondence.

b. All services of the Firm not included within the retainer shall be billed at the hourly rate of One Hundred Seventy ($170.00) Dollars for all matters. Work by law clerks and paralegals shall be billed at the hourly rate of One Hundred ($100.00) Dollars.

c. All services shall be billed monthly in an itemized fashion in increments of no less than one-tenth of an hour. Certain expenses and disbursements made by the Firm on the Board's behalf will be separately itemized and reimbursed by the Board. Examples of such billed expenses, without limitation, include photocopying in excess of 25 pages, messenger services, overnight mail, stenographic transcripts and court filing fees, all of which shall be charged to the Board at cost. Paul H. Green, Esq. will not charge for travel time. Other attorneys providing services will charge up to three hours of actual travel time for services provided on-site at the District or for court or Office of Administrative Law or similar administrative agency appearances.

**5. INSURANCE:**

SPSK shall maintain professional liability insurance of at least Two Million ($2,000,000.00) Dollars in the aggregate.

**6. EQUAL EMPLOYMENT OPPORTUNITY:**

SPSK (hereafter "contractor") shall submit to the Board, after notification of award but prior to execution of this contract, one of the following three documents:

i. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;

ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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

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

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

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

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

The contractor further agrees as follows:

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

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

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

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

**IN WITNESS WHEREOF,** the Board of Education of the Township of Cherry Hill and Schenck, Price, Smith & King, LLP have caused this Agreement to be duly executed.

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

ATTEST:

Lynn Shugars

Lynn Shugars
Asst. Supt.-Business/Board Secretary

By: ______________________
J. Barry Dickinson, Ph.D.
Board President

DATED:

SCHENCK, PRICE, SMITH & KING, LLP

By: ______________________
Paul H. Green, Esq
Partner

DATED: June 30, 2017

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TTI Environmental Incorporated
1253 N. Church Street
Moorestown, New Jersey 08057
Tel: 856-840-8800
Fax: 856-840-8815

A Service Disabled Veteran Owned Small Business

May 9, 2018

Ms. Deborah Tackett
Administrative Assistant
**Cherry Hill Public Schools**
45 Ranoldo Terrace
Cherry Hill, New Jersey 08034

***Reference:*** ***2018 - 2019 School Year Environmental Consulting Professional Services Rate Schedule***

Dear Ms. Tackett:

As requested, the following are our rates for your school district for this school year. If you need additional information, please contact me.

**INDUSTRIAL HYGIENE (ASBESTOS & INDOOR AIR QUALITY)**

Hourly manpower rates for the following classifications:

Price per Hour:

| | |
|---|---|
| $95.00/hr. | Asbestos Project Manager |
| $70.00/hr. | New Jersey Asbestos Safety Technician (AST) |
| $85.00/hr | NJ AST (Overtime rate) |
| $70.00/hr. | New Jersey Asbestos Safety Technician with NIOSH 582 w/AAR Certification |
| $85.00/hr. | NJ AST with NIOSH 582 w/AAR Certification (overtime rate) |
| $70.00/hr. | EPA Certified Building Inspector (CBI) |
| $85.00/hr. | New Jersey Certified Lead Risk Assessor/Building Inspector |
| $60.00/hr. | Administrative/Clerical |
| $150.00/hr. | Certified Industrial Hygienist |
| $7,800/per event | AHERA Compliance Inspections – 6 Month (20 Schools) |
| $8,800/per event | AHERA Compliance Inspections – 3 Year (20 Schools) |

Field Equipment/Instrumentation:

| | |
|---|---|
| $100.00/day | Field Vehicle |
| $75.00/day | Photoionization Detector |
| $75.00/day | Dust and or CO/CO2 Monitor |
| $75.00/day | Thermal Camera |
| $100.00/day | Mold Inspection Equipment |
| $200.00/day | XRF Lead Paint Detector |

## INDUSTRIAL HYGIENE (ASBESTOS & INDOOR AIR QUALITY) (CONTINUED)

Price per Sample:

Analysis of Bulk Samples by Polarized Light Microscopy (PLM):

| | |
|---|---|
| $24.00/sample | Same Day verbal turnaround analysis |
| $12.00/sample | 24 hours verbal turnaround analysis |
| $10.00/sample | 48 hours verbal turnaround analysis |
| $8.00/sample | 3-5 days verbal turnaround analysis |

Analysis of Air Samples by Phase Contrast Microscopy (PCM):

| | |
|---|---|
| $20.00/sample | Same Day verbal turnaround analysis (Lab) |
| $9.00/sample | Same Day verbal turnaround analysis (on-site) |
| $8.00/sample | 24 hours verbal turnaround analysis (on-site) |

Analysis of Bulk Samples by Transmission Electron Microscopy (TEM):

| | |
|---|---|
| $70.00/sample | 24 hours verbal turnaround analysis |
| $58.00/sample | 48 hours verbal turnaround analysis |
| $54.00/sample | 72 hours verbal turnaround analysis |
| $48.00/sample | 5 day verbal turnaround analysis |

Analysis of Air Samples by Transmission Electron Microscopy (TEM):

| | |
|---|---|
| $110.00/sample | 6 hours verbal turnaround analysis |
| $65.00/sample | 24 hours verbal turnaround analysis |

Analysis of Paint Chip Samples by Atomic Absorption Spectroscopy (AAS):

| | |
|---|---|
| $36.00/sample | 6 hours verbal turnaround analysis |
| $15.00/sample | 24 hours verbal turnaround analysis |
| $12.00/sample | 48 hours verbal turnaround analysis |

Mold Samples:

| | |
|---|---|
| $171.00/sample | Spore Trap Air Samples – 3 hour turnaround analysis |
| $122.00/sample | Spore Trap Air Samples – 6 hour turnaround analysis |
| $70.00/sample | Spore Trap Air Samples – 24 hour turnaround analysis |
| $60.00/sample | Spore Trap Air Samples – 72 hour turnaround analysis |
| $50.00/sample | Spore Trap Air Samples – 5 day turnaround analysis |

All Environmental Laboratory Analysis and Subcontractors cost not included in this price schedule shall be billed at Cost plus 10%

## ENVIRONMENTAL CONSULTING

Hourly manpower rates for the following classifications:

Price per Hour:

| | |
|---|---|
| $125.00/hr. | Senior Environmental Scientist (LSRP) |
| $110.00/hr. | Senior Project Manager/Geologist |
| $95.00/hr. | Project Manager |
| $85.00/hr. | Assistant Project Manager |
| $75.00/hr. | Environmental Scientist |
| $65.00/hr. | Field Technician |
| $65.00/hr. | CAD Operator |
| $60.00/hr. | Administrative/Clerical |

Field Equipment/Instrumentation

| | |
|---|---|
| $100.00/day | Field Vehicle |
| $75.00/day | Photoionization Detector |
| $350.00/day | Well Sampling Equipment |

All Environmental Laboratory Analysis and Subcontractors cost not included in this price schedule shall be billed at Cost plus 10%

## SAFETY & HEALTH TRAINING SERVICES

| | |
|---|---|
| $95.00/hr. | Safety Consultant |
| $325.00/person | Asbestos Operations & Maintenance Training[1] (16 hours) |
| $680.00/class | Asbestos Awareness Training[2] |
| $150.00/person | Asbestos Operations & Maintenance Annual Update (8 hours) |

[1] Minimum of 5 people per session
[2] Maximum of 25 people per session

Respectfully submitted,

**TTI ENVIRONMENTAL, INC.**

Susan Thames

Susan Thames
Associate Director

# AIA® Document B102™ – 2007

## *Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services*

**AGREEMENT** made as of the First day of July in the year two thousand seventeen
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

Cherry Hill Board of Education
45 Ranoldo Terrace, Box 5015
Cherry Hill, New Jersey 08034
Telephone: (856) 429-5600

and the Architect:
*(Name, legal status, address and other information)*

Becica Associates LLC
500 S. Kings Highway
Cherry Hill, New Jersey 08034

for various projects:
*(Name, location and detailed description)*

Architect of Record- Various Projects

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES



## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

**§ 1.1** The Architect shall
*(Paragraphs deleted)*
perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of various Projects. This Agreement is effective as of July 1, 2017 and shall remain in effect until June 30, 2018.

**§ 1.2** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Projects.

**§ 1.3** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Projects.

**§ 1.4** The Architect shall provide a full and complete copy of all insurance policies held by it, at its sole expense, upon reasonable request by the Owner. The Architect shall maintain the following insurance coverages provided by an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of a least A-.

.1 Commercial General Liability Insurance covering any and all bodily injury and property damage arising out of, or in connection with, the services provided for the life of the Projects. The primary policy shall include coverage for contractual liability, products completed operations, explosion and collapse and underground operations in an amount not less than $1,000,000.00 (One Million Dollars). The Excess policy shall provide the same coverages as the primary and shall provide coverage in an additional amount not less than $4,000,000.00 (Four Million Dollars).

.2 Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and $500,000 for each accident in Employer's Liability insurance for the life of the Projects.

.3 Professional Liability Insurance: $2,000,000.00 each claim, to be maintained for five (5) years after the final NJSDA grant payment.

**§ 1.4.5** All business liability policies shall name the Cherry Hill Board of Education along with its employees and board members, as additional insureds.

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§ 1.4.6 Proof of all insurance coverage shall be submitted by the Architect to the Owner at the time this contract is signed and when a material change of coverage or carriers occurs. The continued maintenance in full force and effect of such coverage, including coverage for the above-listed additional insureds, shall be a condition precedent to the Owner's obligation to pay under this Agreement. The Architect shall provide written notice to the Owner at least 30 (thirty) days prior to any cancellation, non-renewal, or material modification of the aforementioned policies. The Architect shall provide a full and complete copy of all insurance policies held by it, at its sole expense, upon reasonable request by the Owner.

§ 1.5 The Architect shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and the equal employment opportunity requirements and affirmative action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. as set forth at length in the mandatory equal employment language attached hereto as Exhibit B.

§1.6 When providing opinions or estimates of probable construction costs upon the request of the Owner, such estimates are based on Architect's experience and qualifications and only represent Architect's judgment as a professional generally familiar with the industry. It is recognized that neither the Architect nor the Owner 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, the Architect cannot and does not warrant or represent in any manner the actual cost of construction. As such, the Owner agrees that the Architect cannot be held liable for any damages claimed to have arisen out of construction costs exceeding Architect's estimates of same, if any.

§1.7 When required as part of the Architect's services, the Architect shall furnish cost estimates. The Owner and Architect agree that the Architect cannot guarantee the accuracy of such estimates. Cost estimates will be based on the Architect's judgment as an experienced and qualified design professional. The Owner recognizes that the Architect does not have control over the cost of labor, material, equipment or services furnished by others or control over market conditions or contractors' methods of determining prices.

§ 1.8 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing designs consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 1.9 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing designs for the Projects that are consistent with the Owner's program, schedule and budget for the Cost of the Work.

§1.10 The Architect shall visit each Project site during construction to become generally familiar with the progress and quality of the work for which the Architect prepared contract documents, but the Architect shall not make exhaustive or continuous onsite inspections. The Architect's services do not include supervision or direction of the contractor's work. The Architect shall not control construction means, methods, techniques, sequences or procedures, and the contractor is solely responsible for all work on the Projects, including the safety of all persons
*(Paragraphs deleted)*
and property, regardless of whether or not the Architect's services include construction phase services.

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide to the Architect information that is readily available and in its possession in a timely manner regarding requirements for and limitations on any of the Project.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to each Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants, if any, with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Projects. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

**§ 2.4** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Projects to meet the Owner's needs and interests.

**§ 2.5** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in any of the Projects, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 2.6** The Owner agrees to pay reasonable expert witness fees if the Architect or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceedings, arbitration or mediation.

## ARTICLE 3 COPYRIGHTS AND LICENSES

**§ 3.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 3.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with any of the Projects is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 3.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Projects, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for each of the Projects. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.2 and 5.3, the license granted in this Section 3.3 shall terminate.

**§ 3.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

**§ 3.4** Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 4 CLAIMS AND DISPUTES

### § 4.1 GENERAL

**§ 4.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**§ 4.2 MEDIATION**

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

*(Paragraphs deleted)*

**§ 4.3 BINDING DISPUTE PROCEEDINGS**

§ 4.3.1 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

[ ] Arbitration pursuant to Section 4.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

*(Paragraph deleted)*

§ 4.3.2 This Agreement shall be governed by the laws of the State of New Jersey and all claims and causes of action shall be adjudicated in a court of competent jurisdiction, unless arbitration is required pursuant to the Prompt Payment Act at N.J.S.A. 2A:30-1 et seq.

*(Paragraphs deleted)*

**ARTICLE 5 TERMINATION OR SUSPENSION**

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) business days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 5.2** If the Owner suspends one of the Projects, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 5.3** Either party may terminate this Agreement upon not less than twenty-one (21) business days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 5.4** The Owner may terminate this Agreement upon not less than seven (7) business days' written notice for the Owner's convenience and without cause.

**§ 5.5** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and termination expenses as defined in Section 5.6 hereof.

**§ 5.6** Termination Expenses are expenses in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated. Lost profit is not a Termination Expense under this Agreement.

**§ 5.7** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3.

**§ 5.8** 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 Owner 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.

**§ 5.9** Should the Owner suspend or terminate this Agreement, the Architect agrees to cooperate and provide all information requested by the Owner in connection with the completion of the Services. Notwithstanding anything to the contrary herein, the Architect shall only be obligated to cooperate with the Owner and provide information to the Owner to the extent that payment for said services has been made by the Board.

## ARTICLE 6 COMPENSATION

**§ 6.1** The Owner shall compensate the Architect either in accordance with a base fee agreed to by the Owner and the Architect, after the scope of a particular project is presented by the Architect and accepted by the Owner or, if no set scope is required or necessary, in accordance with the hourly rates set forth below in Section 6.1.2.

**§ 6.1.1** Additional Services are not included in Basic Services, but may be required. Upon recognizing the need for Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need for such services. Payment for agreed to Additional Services shall be in accordance with the rate schedule set forth below in Section § 6.1.2.

§ 6.1.2 Hourly billing rates (but not forensic engineering and expert witness services) are as follows:

| | |
|---|---|
| Principal Architect/Engineer | $165.00 |
| Architect/Engineer | $121.00 |
| Designer | $103.00 |
| Administrative Assistant | $ 59.00 |

## § 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

**§ 6.2.1** Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the

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*(Paragraphs deleted)*
Projects.

**§ 6.2.2** The Architect's reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with one of the Projects; reimbursable subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographer supplies; and expendable materials and supplies purchased specifically for a given project.

**§ 6.2.3** Reimbursable Expenses shall be billed as a multiple of 1.10 times the cost incurred. Mileage will be billed in accordance with the standard provided by the Internal Revenue service.

**§ 6.3**
*(Paragraphs deleted)*
**PAYMENTS TO THE ARCHITECT**
*(Paragraphs deleted)*
**§ 6.3.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

**§ 6.3.2** The Architect shall submit monthly invoices to the Board. The Owner shall act upon the Architect's invoice at the next regularly scheduled public meeting. The Owner shall make payment to the Architect on the approved invoice during the next payment cycle following its approval of same.

**§ 6.3.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 6.3.4** Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**
**§ 7.1** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

**§ 7.2** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

**§ 7.3** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 7.4** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, should the Architect become aware of the presence of hazardous material or toxic substances on a project site, the Architect shall immediately report the presence of said substances to the Owner in writing.

**§ 7.5** The Architect shall have the right to include photographic or artistic representations of the design of the Projects among the Architect's promotional and professional materials. The Architect shall be given reasonable access to a completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

**§ 7.6** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) those employees who need to know the content of such information in order to perform services or construction solely and exclusively for one of the Projects, (2) its consultants and contractors whose contracts include similar restrictions on the use of confidential information or (3) individuals seeking documents pursuant to and releasable under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

§ 7.7 The Architect represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing the Services on behalf of the Architect are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.

§ 7.8 The Architect shall indemnify and hold harmless the Board, collectively and individually, and its agents, officials, representatives, consultants and employees from and against damages, losses, or claims, including, but not limited to, reasonable attorney's fees, that arise as a result from or to the extent caused by, (1) any intentional or negligent act, error, or omission or failure to perform the Services by the Architect or anyone performing the Services on behalf of the Architect or (2) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Architect or anyone performing the Services on behalf of the Architect.

§ 7.9 If any term, condition or provision of this Contract is declared illegal or invalid for any reason by the a court of competent jurisdiction, the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect.

§ 7.10 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.

§ 7.11 The Architect shall provide written notice to its sub-consultants of the responsibility to submit proof of Business Registration to the Board. The requirement of proof of Business Registration extends down through all levels (tiers) of each Project.

§ 7.12 The Architect agrees to comply with the rules and regulations promulgated pursuant to Use Tax Collection Legislation.

§ 7.13 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 Architect:
Beccica Associates LLC
500 S. Kings Highway
Cherry Hill, New Jersey 08034
Attention: Ivan J. Becica, PE, F.ASCE

As to the Board:
Cherry Hill Board of Education
Malberg Administration Building
45 Ranoldo Terrace
Cherry Hill New Jersey 08034
Attention: Lynn E. Shugars, Asst. Superintendent-Business

§ 7.14 The within contract shall be governed by and interpreted pursuant to the laws of the State of New Jersey.

§ 7.15 Pursuant to N.J.A.C. 17:44-2.2, the Architect shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:

§ 8.1 The Architect and the Owner enter into this Agreement for the express and sole purpose of having the Architect perform its professional services on multiple projects for the Owner. It is understood that requests for these multiple projects will be made from time to time by the Owner. Such requests will be reduced to writing and will set forth the project scope and professional services to be provided.

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§ 8.2 The Architect shall not be entitled to compensation unless the Architect actually provides the Services, that is, the Architect shall not be entitled to compensation if the Architect is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Architect, the Board, its officers, agents, contractors or students. The Owner shall use its best efforts to avoid cancellations. The Owner 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 Owner requests services and the Architect performs those services before receiving any notice of cancellation by the Board, then the Architect shall be compensated for those services actually performed in good faith and in accordance with this Agreement.

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

**.1** This AIA Document B102–2007, Standard Form Agreement Between Owner and Architect

**.2**

*(Paragraphs deleted)*

Other documents:

*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

Attachment A - Becica Associates, LLC - General Terms and Conditions IJB

Attachment B - Equal Employment Opportunity mandatory language

Attachment C – Proposal by Becica Associates, LLC (May 9, 2017) IJB

This Agreement entered into as of the day and year first written above.

| OWNER | ARCHITECT |
|---|---|
| Lynn E. Shugars | 9/22/17 |
| *(Signature)* | *(Signature)* |
| Lynn E. Shugars, Asst. Superintendent-Business/Board Secretary | Ivan J. Becica<br>Managing Partner |
| Lynn E. Shugars<br>Ass't Supt., Business/Board Secretary | *(Printed name and title)* |

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**ATTACHMENT A**
**BECICA ASSOCIATES LLC (BA)**
**GENERAL TERMS AND CONDITIONS** (Version January 2017)

1. Unless withdrawn sooner, proposals are valid for thirty days. The technical and pricing information in proposals is the confidential and proprietary property of BA or any subsidiary or affiliate of BA. Client agrees not to use or to disclose to third parties any technical or pricing information without BA's written consent.

2. The proposed fees and schedule constitute BA's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee.

3. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as weather, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, acts of God, or acts or regulations of any governmental or regulatory agency.

4. Where the method of payment is based on hourly rate, Client agrees that the following will apply: The minimum time segment for charging work is one-tenth hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; reimbursable subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.

5. Payment is due upon receipt of invoices as submitted. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than thirty (30) days past due plus any cost incurred by BA to collect amounts due, such as but not limited to attorney's fees and related costs. If an invoice is thirty (30) or more days past due, BA may suspend services and refuse to release work until Client has paid all amounts due, including interest charges. Unless BA receives written notice of Client's dispute of an invoice within thirty (30) days of the invoice date, the invoice will be presumed correct.

6. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by BA are instruments of BA's services, and as such are and shall remain BA's property. Upon payment in accordance with the terms of the agreement contemplated by this proposal ("Agreement"), Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Use of the Documents in violation of this paragraph without the express written consent of BA is prohibited, and shall be at Client's sole risk. Client agrees to indemnify, defend and hold harmless BA from any claims, damages, losses, liabilities and expenses arising from such prohibited use.

7. No termination of this Agreement by Client will be effective unless Client gives seven (7) days prior written notice with the reasons and details, and BA is afforded an opportunity to respond and where appropriate cure. Client agrees that the final invoice will include all services and direct expenses up to the notice date of cancellation plus an equitable adjustment to provide for costs BA incurred for commitments made prior to cancellation. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus an equitable adjustment to provide for costs incurred by BA for commitments made prior to cancellation.

8. BA will perform its services in accordance with generally accepted professional standards. BA shall apply the skill and care ordinarily exercised by architects and engineers under similar circumstances. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.

9. BA will maintain at its own expense Workman's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance as required by the Client.

10. Client and BA have considered the risks and rewards associated with this project as well as BA's total fee for services. Client agrees that, to the fullest extent permitted by law, BA's total aggregate liability (including the liability of its officers, directors, employees, agents, subcontractors and consultants) to the Client (and anyone claiming by, through or under the client) for any and all injuries, claims, losses, expenses or damages arising in any way from the work or services of this Agreement from any cause or causes is limited to the total fee received by BA under this Agreement or $50,000, whichever is the lesser amount, such causes include but are not limited to BA's negligence, errors, omissions, strict liability or breach of contract.

11. In the event the client is unable to accept the above limitation of liability, BA agrees to increase the limitation to $1,000,000 upon its receipt, prior to performing any services, of client's written agreement to pay an additional sum of not less than 10% of the total fee under this agreement or $1,000, whichever is greater.

12. Client shall make no claim (whether directly, in the form of a third-party claim or claim for indemnity) against BA unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.

13. Client agrees to pay reasonable expert witness fees if BA or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration or mediation to which the Client is a party.

14. Unless otherwise provided in this proposal, BA shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials or underground structures at the Project site.

15. Client and BA waive consequential damages arising out of this Agreement.

16. When required as part of our services, BA will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by BA hereunder will be made on the basis of BA's experience and qualifications and will represent BA's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that BA does not have control over the cost of labor, material equipment or services furnished by others over market conditions or contractors' methods of determining prices or performing the work.

17. If there is a conflict or inconsistency between any express term or condition in the proposed agreement and these General Terms and Conditions, the proposed agreement shall take precedence. The proposal and these General Terms and Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.

18. This Agreement shall be governed by the laws of the State of New Jersey and all claims and causes of action shall be adjudicated in a court of competent jurisdiction.

19. Neither the Client nor BA shall assign this Agreement without the written consent of the other.

20. The Client shall provide all criteria and full information with regard to client's requirements for the Project and BA shall be entitled to rely on the accuracy and completeness of said information.

When Condition Assessment Services are required:

21. The Client shall retain a contractor to uncover/expose areas of the structure where there is restricted accessibility for BA to examine the structure and/or take appropriate measurements in order to ascertain member sizes if requested by BA if Project conditions require same.

22. The Client and BA shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.

When Design Services are required:

23. Construction Documents that shall illustrate and describe the project scope of Work and may consist of drawings and technical specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the repair Work.

24. Repair and renovation scope of work shown in drawings and in specifications may be based on limited patently visible observations and information provided by Client. Extrapolation of these direct observations and information to other areas of the building may not be accurate. BA is not responsible for conditions which vary from our direct observations and reserves the right to depend on information provided by the Client as accurate unless otherwise stipulated by Client. BA will not proceed to verify Client's information without prior written amendment to this Agreement to do so that also includes reasonable additional BA compensation. Modifications to construction documents to accommodate varying conditions may lead to additional construction cost and additional BA compensation.

25. BA does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. BA will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, BA cannot warrant that any such application will be considered or will conform to all applicable requirements.

When Construction Phase Services are required:

26. If required under the scope of services, BA shall visit the Project site during construction to become generally familiar with the progress and quality of the work for which BA prepared contract documents. BA will not make exhaustive inspections of the contractor's work. Observation by BA field representatives shall not excuse the contractor for defects or omissions in its work. BA shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property, regardless of whether or not BA's services include construction phase services.

27. BA will respond to contractor's requests for additional information.

28. Client acknowledges that in order to construct the Work, the contractor will provide additional information, including shop drawings, product data, samples, and similar submittals which BA shall review in the Construction Phase. BA has included two (2) reviews of each shop drawing, product data item, sample or similar submittal by the Contractor in the estimated compensation for the Construction Phase. Additional reviews may increase BA compensation amount.

29. BA shall review and take appropriate action upon contractor's submittals during the Construction Phase but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. BA's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by BA, of any construction means and methods, techniques, sequences or procedures. BA's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

30. Site Observations shall be made as certain Work is completed and as requested by Client and preparation of a corresponding Site Observations Reports shall be issued. Site Observation Reports should not be considered comprehensive.

31. Compliance with the construction documents is solely the contractor's responsibility. BA's visual observations are general in nature for the purposes of becoming generally familiar with the progress and quality of the construction work completed and to determine in general if the construction work is proceeding in accordance with the construction contract documents. BA is neither responsible for nor has control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work.

32. Construction Phase services includes interpreting contract documents and rejecting non-conforming work.

# EXHIBIT B

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.

## CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

# EXHIBIT B (*Cont*)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

# EXHIBIT B (*Cont*)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-thejob programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

# EXHIBIT C

May 9, 2017 | Proj. No. P00438


Becica Associates LLC
*Architecture/Engineering*

Ivan J Becica, PE, F.ASCE*
Steven A. Becica, AIA°
John J. Middleton, PE°

500 S. Kings Highway
Cherry Hill, NJ 08034

P (856) 795-1180
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W Becica.com


Ms. Lynn Shugars, CPA
Assistant Superintendent/Board Secretary
Cherry Hill Township Board of Education
55 Ranoldo Terrace
P.O. Box 5015
Cherry Hill, New Jersey 08034

RE: Architect - Engineer of Record Services – 2017-2018

Dear Ms. Shugars:

Thank you for the opportunity to submit our proposal for renewal as Architect-Engineer of Record to the Cherry Hill Board of Education's reorganized Business and Facilities Committee.

Becica Associates LLC (BA) is pleased to submit our letter of proposal for the Architect-Engineer Services for the 2017-2018 fiscal year for the Board of Education's consideration. We are dedicated to providing the Cherry Hill School District design services that are sustainable to the extent possible with the ultimate goal of creating a safe and healthy learning environment for the children and the Cherry Hill Community.

BA has completed numerous projects for the Cherry Hill Board of Education that were completed on time and under budget. We provide the Cherry Hill Board of Education benefit of drawing on our in-house Engineering and Architecture disciplines along with a vast institutional knowledge of Cherry Hill's facilities. Becica offers an advantage of housing both specialized engineering services and architecture under the same roof, providing enhanced insight into the District's needs and the demands of challenging projects; an advantage that most firms do not offer.

A key advantage of Becica's integrated services is the ability to bring innovative solutions to difficult and otherwise costly common solutions. A perfect example of one such project is the HS East Exterior Wall Repair/Replacement project where multi-story exterior brick veneer is being replaced with self-supporting reinforced hollow clay tile (brick) to saves time, installation cost, over a complete wall replacement but most importantly, to save disruption and inconvenience of staff, students and program that would be necessary to accommodate a conventional complete wall replacement!

Some of the services we have provided include:

- Long-Range Facility Planning
- Building Envelope and Façade Restoration
- Design Services for New Construction
- Principal Involvement Throughout Every Phase
- Emergency Response to Facility Needs
- Additions, Alterations and Repairs
- Most Probable Cost Estimates
- Condition Assessments of Facilities
- Roof Replacement

In establishing our fees, Becica Associates analyzes all aspects of the project requirements and invites active negotiation of any fees determined accordingly. We trust that you will continue to find our firm to be uniquely qualified for the position of Architect of Record for your facility needs.

We look forward to working with you and the District team as planning for the 2018 Bond Referendum moves forward. Becica will continue to provide valuable insight into the needs of the District as you navigate the path to the 2018 Referendum and beyond. Becica has been able to provide quick turnaround on backup information needed to assist with early discussions associated with the potential Kindergarten and 6th Grade centers. When the Long Range

*Celebrating 50 years of Service*

* New Jersey and Three Others
° New Jersey and Two Others
° Pennsylvania

Facilities Plan and the Condition Assessment are complete, we will have additional information at the ready to assist in assessing the facilities needs for inclusion in Referendum planning. As you know, it is important for the District to be able to reassign the debt that is set to retire during the 2018-19 fiscal year so that a significant amount of work can be performed without an added burden to the taxpayers of Cherry Hill.

You already know from your past experience, that moving a Bond Referendum forward requires a detailed plan and adherence to prescribed submission timelines. We have attached a copy of the current (2017) election time lines for your reference regarding statutory milestones as the District moves toward a Referendum. Probable election dates in 2018 are: January 23, March 13, April 24, September 25, November 7, or December 11, 2018. There is a significant amount of planning and preparation required in order to submit a Bond Referendum project to the NJDOE and the current planning for the Long Range Facilities Plan, and the Condition Assessment, as well as the program and utilization planning that is currently taking place in the District will all be instrumental in supporting that effort. We look forward to assisting the District in this undertaking and understand the importance of a successful referendum for the District.

Should you require any additional information, further documentation or have any questions, please feel free to contact me directly. We look forward to continuing our partnership with the Cherry Hill Board of Education to improve your school facilities for the children and staff, and for the ultimate benefit of the Cherry Hill community.

Very truly yours,

BECICA ASSOCIATES LLC

John J. Middleton

C: proposal

Enc: 2017-18 Fee Schedule
2017 NJDOE Election Advisory

## FEE SCHEDULE – 2017-2018

All fees shown are based on estimated building construction cost and shall be used as a guide only, the final lump sum fee being determined after the scope of each project has been established. In general, basic services are defined in AIA Document B101-2007 "Standard Form of Agreement between Owner and Architect" absent arbitration provisions and other conditions as amended in our current modified form of agreement as prepared by Schenck, Price, Smith & King and these conditions govern our ongoing business relationship. We understand that formal agreements will be drawn based on the current form of agreement for the Architect/Engineer of Record services as well as for specific project scopes as they are defined. Please note: all fees are subject to negotiation and fees for individual projects will be defined on a project-by-project basis.

### EXAMPLES OF LUMP SUM FEES

#### NEW CONSTRUCTION

| | |
|---|---|
| Up to $ 200,000 | Cost Plus |
| $ 200,001 and up | 12% - 7.0% |

#### ALTERATIONS

| | |
|---|---|
| Up to $ 200,000 | Cost Plus |
| $ 200,001 and up | 12% - 8.5% |

#### ROOF REPLACEMENT

| | |
|---|---|
| Up to 25,000 square feet | Cost Plus |
| 25,001 and up | 12% - 8.5% |

Additional services, likewise defined in B101-2007 are billed to the Board on a cost plus basis. Billing rates are assigned by title and are flat rates. Hourly billing rates for services described above and for predesign, consultation and other off-contract work (but not including forensic engineering and expert witness services) are as follows:

| | |
|---|---|
| Principal Architect/Engineer | $165.00 per hour |
| Architect/Engineer | $121.00 per hour |
| Designer | $103.00 per hour |
| Administrative Assistant | $59.00 per hour |
| Markup on Reimbursable Expenses | 1.10 |
| Markup on Consultants | 1.10 |
| Mileage | Per IRS Standard |

EXHIBIT C

# New Jersey Department of Education

## Election Advisory Timelines for District Referenda

| From DOE Receipt of Completed Project Application (90-Days Prior)** | District Review Preliminary Eligible Costs from DOE (30-Days Prior) | Notice County Board of Elections (60-Days Prior)* | Targeted Date of Election* |
|---|---|---|---|
| 7/28/2016 | 10/26/2016 | 11/25/2016 | Fourth Tuesday*, January 24, 2017 |
| 9/15/2016 | 12/14/2016 | 1/13/2017 | Second Tuesday March 14, 2017 |
| 10/27/2016 | 1/25/2017 | 2/24/2017 | Fourth Tuesday April 25, 2017 |
| 3/30/2017 | 6/28/2017 | 7/28/2017 | Last Tuesday September 26, 2017 |
| 5/11/2017 | 8/9/2017 | 9/8/2017 | First Tuesday**** November 7, 2017 |
| 6/15/2017 | 9/13/2017 | 10/13/2017 | Second Tuesday December 12, 2017 |

*P.L. 2001, c. 98 **P.L. 2000, c. 72

September 2004: 180 days 4/1/04 + 90 days = 6/30/04 + 30 days = 7/30/04 + 60 days = 9/28/04

P.L. 2001, c. 98 will took effect on September 28, 2001 and dramatically changed the process for advancing a school facility referendum. This legislation made the following three changes to law governing special school elections in Type II school districts: 1) requires a board of education to give the municipal clerk and the county board of elections no less than 60 days notice, in writing, of its intention to hold a special election; 2) provides that a special school election may only be held on the fourth Tuesday in January, the second Tuesday in March, the last Tuesday in September or the second Tuesday in December and, 3) eliminates the provisions of existing law which authorizes legal voters of the district to petition the school board to hold a special election.

NJSA 19:60-2 reads: "The board of elections of a type II district may call a special election of the legal voters of the district on only the fourth Tuesday in January, the second Tuesday in March, the last Tuesday in September, or the second Tuesday in December when in its judgment the interests of the school require such an election. The board of education shall give the municipal clerk or clerks, as the case may be, and the county board of elections no less than 60 days' notice, in writing of its intention to hold a special election."

**This Year's (2017) School Election Calendar adjusts the date for the April 2017 because it coincides with a religious holiday. The April election date is changed to *Tuesday, April 25, 2017*. N.J.S.A. 19:60-1**

****N.J.S.A. 18A:24-12 allows for a bond referendum to be put on the ballot at *either* special school election (January, March, September, or December) or at an annual election (***held either in April or November***). (November 2017 it is the 1st Tuesday after the 1st Monday)

Bernard E. Piaia, Jr.

Bernard E. Piaia, Jr., Director

**January 9, 2017**

Updated

**AGREEMENT**

**THIS AGREEMENT** made this 23rd day of May 2018 by and between the Cherry Hill Public Schools District, County of Camden, New Jersey, hereinafter referred to as "District" and Michael Holt, C.P.A., R.M.A., P.S.A., of Holman Frenia Allison, P.C., hereinafter referred to as "Auditor";

**WITNESSETH:**

The following matters and things are hereby determined declared and recited:

The Auditor agrees to perform the professional services ordinarily provided by Public School Accountants of the State of New Jersey. The Auditor will audit the primary government financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the District as of and for the School Year ended June 30, 2018. 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 part of the basic financial statements, is required by the Governmental Accounting Standards District 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 the engagement, the Auditor 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 principally 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 the Auditor obtained during our audit of the basic financial statements. The Auditor will not express an opinion or provide any assurance on the information because the limited procedures do not provide the Auditor 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) The Budgetary Comparison Schedules

3) GASB – Required Supplementary Pension, OPEB and Infrastructure Information

The Auditor has also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. The Auditor 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 will provide as opinion on it in relation to the financial statements as a whole in a report combined with the auditor's report on the financial statements:

1) Combining Statements
2) Individual Fund Statements
3) Supporting Schedules
4) Schedules of Expenditures of Federal Awards and/or State Financial Assistance

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in the audit of the financial statements, and the Auditors' report will not provide an opinion or any assurance on that other information.

1) The Introductory Section
2) Statistical Data

**Audit Objective**

The objective of the audit is the expression of opinions as to whether the District's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with 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

- As applicable, internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal 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 NJ OMB Circular 15-08, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will each 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 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 and NJ OMB Circular 15-08 report on internal control over compliance, as applicable, 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 and NJ OMB Circular 15-08. Both reports will state that the report is not suitable for any other purpose.

The 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; audit requirements as prescribed by the Division of Finance, Department of Education, State of New Jersey; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance and NJ OMB Circular 15-08, if applicable; and will include tests of the accounting records a determination of major program(s) in accordance with Uniform Guidance and NJ OMB Circular 15-08, if applicable, and other procedures considered necessary to enable the Auditor to express such opinions. The Auditor will issue written reports upon completion of the Single Audit. The reports will be addressed to the District. The Auditor cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for the Auditor to modify the opinions or add emphasis-of-matter or other-matter paragraphs. If the opinions on the financial statements or the Single Audit compliance opinions, if applicable, are other than unmodified, the Auditor will fully discuss the reasons with the District in advance. If, for any reason, the Auditor is unable to complete the audit or is unable to form or have not formed opinions, the Auditor 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, the 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. The Auditor 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 the Auditor 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 the Auditor, 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, the Auditor will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to the Auditor's attention. The Auditor will also inform the appropriate level of management of any violations of laws or governmental regulations that come to the Auditor's attention, unless clearly inconsequential, and of any material abuse that comes to the Auditor's attention. The Auditor will include such matters in the reports required for a Single Audit, if applicable. The Auditor's responsibility is limited to the period covered by the audit and does not extend to any later periods for which the Auditor is not engaged.

The Auditor's 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. The Auditor will request written representations from the District's attorneys as part of the engagement, and they may bill the District for responding to this inquiry. At the conclusion of the audit, the Auditor will require certain written representations from management about management's responsibilities for the financial statements; schedules of expenditures of federal awards and/or state financial assistance; federal and/or state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures - Internal Controls**

The 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 the Auditor considers 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. The Auditor's 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 the Auditor's report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by Uniform Guidance and NJ OMB Circular 15-08, the Auditor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that the Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or state award program. However, the Auditor's 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 the Auditor's report on internal control issued pursuant to Uniform Guidance and NJ OMB Circular 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, the Auditor 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 and/or NJ OMB Circular 15-08, as applicable.

**Audit Procedures—Compliance**

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

The Uniform Guidance and NJ OMB Circular 15-08 require that the Auditor also plans and performs the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal and/or state statutes, regulations and the terms and conditions of federal and/or state awards. If Single Audit is required for the District, the Auditor's procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the 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 the Auditor's report on compliance issued pursuant to Uniform Guidance and/or NJ OMB Circular 15-08.

**Other Services**

The Auditor will also assist in preparing the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and related notes of the District in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided 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*.

**Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, 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 school district 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. The District is 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 and/or awards, and 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).

Management is also responsible for making all financial records and related information available to the Auditor and for the accuracy and completeness of that information. The District is also responsible for providing the Auditor with (1) access to all information of which the District is 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 the District may request for the purpose of the audit, and (4) unrestricted access to persons within the school district from whom the Auditor determines it necessary to obtain audit evidence.

The District's responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. The District's responsibilities include adjusting the financial statements to correct material misstatements and confirming to the Auditor 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.

The District is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. The District's responsibilities include informing the Auditor of any knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, the District is responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that the Auditor reports. Additionally, as required by Uniform Guidance and NJ OMB Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and/or state statutes, regulations, and the terms and conditions of federal and/or 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 prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be made available for our review.

The District is responsible for identifying all federal and/or state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB Circular 15-08. The District agrees to include the Auditor's report on the schedule of expenditures of federal and/or state awards in any document that contains and indicates that the Auditor has reported on the schedule of expenditures of federal and/or state awards. The District also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal and/or state awards that includes the Auditor's report thereon. The District's responsibilities include acknowledging to the Auditor in the written representation letter that (1) the District is responsible for presentation of the schedule of expenditures of federal and/or state awards in accordance with Uniform Guidance and/or NJ OMB Circular 15-08; (2) the District believes the schedule of expenditures of federal and/or state awards, including its form and content, is fairly presented in accordance with Uniform Guidance and/or NJ OMB Circular 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) the District has disclosed to the Auditor any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and/or state awards.

The District is also responsible for the preparation of the other supplementary information, which the Auditor has been engaged to report on, in conformity with U.S. generally accepted accounting principles. The District agrees to include the Auditor's report on the supplementary information in any document that contains and indicates that the Auditor has reported on the supplementary information. The District also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. The District's responsibilities include acknowledging to the Auditor in the written representation letter that (1) the District is responsible for presentation of the supplementary information in accordance with GAAP; (2) the District 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) the District has disclosed to the Auditor 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 the Auditor corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. The District is also responsible for providing management's views on the Auditor's current findings, conclusions, and recommendations, as well as the District's planned corrective actions, for the report, and for the timing and format for providing that information.

The District agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. The District will be required to acknowledge in the management representation letter the Auditor's assistance with preparation of the financial statements, schedule of expenditures of federal and/or state awards, and related notes and that the District has reviewed and approved the financial statements, schedule of expenditures of federal and/or state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, the District agrees 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.

**Audit Administration**

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

The Auditor understands that the District's employees will prepare any confirmations the Auditor requests and will locate any documents selected by the Auditor for testing.

At the conclusion of the engagement, the Auditor will complete the appropriate sections of the Data Collection Form that summarizes the audit findings. 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. The Auditor will coordinate the electronic submission and certification with management. If applicable, the Auditor will provide copies of their report for the District to include with the reporting package to 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, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of the Auditor and constitutes confidential information. However, pursuant to authority given by law or regulation, the Auditor may be requested to make certain audit documentation available to the State of New Jersey 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. The Auditor will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of the Auditor's personnel. Furthermore, upon request, the Auditor 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 date or for any additional period requested. If the Auditor is aware that a federal or state awarding agency or auditee is contesting an audit finding, the Auditor will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Auditor expects to issue the reports no later than December 5, 2018. The Auditor's fee for these services will be at Holman Frenia Allison, P.C.'s standard hourly rates except that the Auditor agrees that the gross fee will not exceed $86,500, plus the costs associated with bank confirmations, if applicable. Standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the District's audit. The Auditor's invoices for these fees will be rendered each month as work progresses and are payable on presentation. If the Auditor elects to terminate the Auditor's services for nonpayment, the engagement will be deemed to have been completed upon written notification of termination, even if the Auditor has not completed the Auditor's report. The District will be obligated to compensate the Auditor for all time expended through the date of termination. The above fee is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, the Auditor will discuss it with the District and arrive at a new fee estimate before the Auditor incurs the additional costs.

The Auditor agrees to comply with the mandatory affirmative action language of P.L. 1975, C.127 (*N.J.A.C.17:27*) as attached (Exhibit A).

*Government Auditing Standards* require that the Auditor provide the District with a copy of the Auditor's 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. The Auditor's peer review report accompanies this letter.

Auditor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to *N.J.S.A.19:44A-20.13 (P.L.2007, c.271, s.3)* if the Auditor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Auditor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

A copy of the audit will be prepared for each School Board Member, the School Board Secretary and/or Business Manager, the Superintendent and/or Administrative Principal and the Treasurer of School Monies. A synopsis will be prepared for distribution as required by *N.J.S.18A:23-4.*

Pursuant to N.J.A.C. 17:44-2.2, the Provider shall maintain all documentation related to products, transactions or services under this agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

This contract shall take effect July 1st, 2018 and continue until the reorganization meeting in 2019. The auditor shall be available for ongoing consultation as needed.

**IN WITNESS WHEREOF**, the District has caused these presents to be signed by its President and attested by its School Board Secretary and the Auditor.

ATTEST:

THE CHERRY HILL PUBLIC SCHOOLS DISTRICT

President — Date: 6-8-18

Lynn E Shugars
Secretary — Date: 6-4-18

Mike Holt
Michael Holt, Auditor — Date: 3-27-18

## EXHIBIT A

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
## N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
## N.J.A.C. 17:27

## GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance

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

Holman Frenia Allison, P.C.
Print Name of Company/Firm

Michael Holt
Print Name

3/27/2018
Date

[signature]
Signature

RECEIVED
Cherry Hill Public Schools

MAR 05 2018

Asst. Supt., Business/Board Secretary

# 2018-2019
## AGREEMENT
## for
## CONTINUING DISCLOSURE AGENT SERVICES
## and appointment as
## INDEPENDENT REGISTERED MUNICIPAL ADVISOR

**THIS AGREEMENT**, made and entered into on this 23 day of May, 2018 ("Agreement") by and between the Cherry Hill Township School, 45 Ranoldo Terrace, PO Box 5015, Camden, NJ 08034-0391 (hereinafter referred to as the "Issuer"), and Phoenix Advisors, LLC, 4 West Park Street, Bordentown, NJ 08505 ("PhoenixAdvisors").

**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 certain financial and other information and notices, within specified timeframes, in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

**WHEREAS,** but for the execution of the CDAs, the underwriter of such bonds would be prohibited from purchasing the bonds of the Issuer; and

**WHEREAS,** in order to ascertain its compliance with various CDAs executed in conjunction with the issuance of bonds, the Issuer must identify the requirements stipulated in those various CDAs and compare those requirements with its filings and correct any deficiencies; and

**WHEREAS,** rules and regulations promulgated by the Securities & Exchange Commission ("SEC") restrict the provision of advice concerning the issuance of municipal debt to those that are appropriately registered with the SEC; and

**WHEREAS,** it is beneficial to retain the assistance of appropriately registered experts in the field of municipal bond finance, with knowledge and experience in these matters, to assist in assuring compliance with CDAs and to stand ready to provide advice as needed with the issuance of municipal debt as Independent Registered Municipal Advisor; and

**WHEREAS,** Phoenix Advisors provides such Continuing Disclosure services and is an independent registered municipal advisor under the SEC regulations and has heretofore been appointed by the Issuer to provide the same until the expiration of this Agreement, as defined in Section 3 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. Phoenix Advisors, exercising its duties of care and loyalty, will perform, inter alia, the tasks described in the Scopes of Services summarized and attached hereto.

Section 2. The Issuer will compensate Phoenix Advisors for services provided in accordance with this agreement, as more particularly set forth below:

**Continuing Disclosure Agent Service:**

$850 – Base fee
$200 initial setup fee for each new bond issue set up during the year. The setup fee will be invoiced at the time the new bonds are issued.

**Independent Registered Municipal Advisor**
There is **no separate fee** charged by Phoenix Advisors for being designated as your Independent Registered Municipal Advisor (IRMA). As your IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, preliminarily review financing proposals, or prepare preliminary project analyses.

A separate addendum to this Agreement will be provided for your acknowledgement, if you choose to have Phoenix Advisors involved in a debt issuance or to undertake an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance. Our goal is to be available to you and to add value when you need our expertise.

Section 3. This Agreement, as to Continuing Disclosure Agent services and Municipal Advisor services, is subject to annual renewal.

Section 4. This Agreement may be terminated by the Issuer or Phoenix Advisors, upon giving thirty (30) days prior written notice.

Section 5. This Agreement shall be construed in accordance with and 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 their authorized representatives as of the day and year first above written.

| Cherry Hill Township School | | PHOENIX ADVISORS, LLC | |
|---|---|---|---|
| By: | Lynn Shugars | By: | D Thompson |
| Name: | Lynn Shugars | Name: | David B. Thompson |
| Title | Business Administrator | Title | Chief Executive Officer |

# Scope of Services - Continuing Disclosure Agent

Timely filing of Continuing Disclosure has become crucial since the credit crisis of 2008, the collapse of bond insurers, and the resultant heightened emphasis on credit quality. Because administrators and finance officers are highly focused on the important day-to-day responsibilities of running their towns, counties, or school districts, it can be extremely difficult to keep abreast of and satisfy their secondary market disclosure obligations within regulatory constraints.

The timely filing of financial information is not simply a regulatory requirement. It is an effective way to put forth an accurate picture of an issuer's financial health, and an indication to the marketplace that you are proactive about your finances and disclosure.

We perform the services described below not just to meet your secondary market disclosure requirements, but to protect and enhance your access to capital markets. The list is not exhaustive – should any unforeseen circumstance require actions beyond these descriptions, we will do whatever is appropriate to keep you in compliance.

## Codify Issues That Are Subject to Continuing Disclosure

In order to make timely and accurate disclosure filings on the MSRB's EMMA website, Phoenix Advisors will research the specific filing requirements for each of your outstanding bond issues. Our Continuing Disclosure methodology helps you meet these requirements.

### Obtain and Research Official Statements

Phoenix Advisors will examine the Official Statements relating to your outstanding bond issues and research the requirements found in the Continuing Disclosure Agreements ("CDA"s).

### Security Setup

Details of each of your outstanding issues and filing obligations will be entered into our proprietary database. This security setup allows all database functions to be applied to your bond issues.

### Filing Report and Schedule

Using our database, we prepare a filing history and repair any deficiencies that may come to light. A schedule of filing dates for your issues becomes part of the database to ensure that you do not miss future required filings.

## Provide Reminders of Upcoming Deadlines

Many dissemination agents wait for you, the issuer, to provide required documents, then file only on the specific issues for which they were hired. This puts most of the burden for accurate and timely disclosure on you. Phoenix Advisors takes a more helpful, proactive approach to client service.

**Monitor Filing Deadlines**
We understand that clients have full schedules, and a variety of deadlines can be difficult to monitor. We actively monitor each client's unique deadlines to ensure timely filing of required documents.

**Obtain Documents fom Public Sources When Possible**
We do our best to gather your required documents from public sources, e.g., state and local websites, to lift as much of the burden as we reasonably can from our clients.

**Provide Timely Filing Reminders of Upcoming Deadlines**
On those occasions when we must obtain documents from clients, we provide email reminders sufficiently in advance of upcoming deadlines, then follow up as necessary until the filing is completed.

## File Financial and Statistical Data to Meet Your Obligations

In addition to the filing of your Audited Financial information, CDAs require the filing of the continuing disclosure version of your Operating Data. The Operating Data report usually contains information consistent with the statistical data found in the Official Statements relating to your bonds.

**Research Annual Reports Requirements**
CDA's enumerate the specific items required in the Annual Report of Operations. We research the CDAs to identify these items to be included in the Report.

**Collaborate with Auditors or other Professionals**
If you request it, Phoenix Advisors will assemble the data required to create the Operating Data report, produce the report, file it on the EMMA website, and add it to your year-end summary.

**Confirm Filings to Client in Real Time**
The MSRB generates a Submission Confirmation for all disclosure filings made on the EMMA website. Phoenix Advisors will promptly send you an email copy of the MSRB's confirmation of every required or voluntary filing we make on your behalf.

## File Documents Uniformly and Accurately

### Monitor Filing Deadlines

Our proprietary Continuing Disclosure information management system produces ongoing reports that we use to alert you to approaching filing deadlines This provides an important safeguard for the timely filing of your continuing disclosure information.

### Perform Accurate, Prompt Filings

We always post documents to the MSRB's EMMA website within 48 hours of obtaining them, though most client documents are typically posted in the first 24 hours. We correctly associate documents with the appropriate CUSIP numbers when posting to EMMA.

### Name and Locate Filings Consistently

Phoenix Advisors uses consistent naming and filing conventions, applying descriptive titles to your filings and locating them correctly on the EMMA website. The result is a uniform and logical chronology of your data where EMMA users can easily find what they need.

## Coordinate and Submit Optional or Voluntary Submissions

Phoenix Advisors' Continuing Disclosure service goes several important steps further than similar services offered elsewhere. The marketplace is hungry for information about you. The more factual and complete information you provide, the more professional and forthcoming your appearance will be to market participants. This encourages market participants to buy and trade your debt. Increased demand means better interest rates. We believe the bond rating agencies also take note of the quality of information you voluntarily provide.

### Obtain Financial Documents for Voluntary Filing

Important financial data that may not be required under CDAs can still add to a comprehensive picture of your financial condition. We gather documents including Budgets, Debt Statements, and unaudited financials, then file them as voluntary submissions.

## Monitor Need for Event Notices and Timely Filing of Event Information

There is a significant list of things that regulators deem to be "Material Events" which, if they occur, require a Notice to be filed within ten business days of the event. The occurrence of a Material Event is not always apparent to those who are not constantly involved in the marketplace.

### Actively Monitor Issuer Rating Changes

Rating changes require Event Notices to be filed within ten business days of the change. Our Continuing Disclosure staff monitors rating agency news and updates for rating changes that affect our Continuing Disclosure clients and files the appropriate event notices.

### 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 who 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.

## Provide a Comprehensive Report Each Fiscal Year to Demonstrate Your Continuing Compliance

We know the importance of documentation, and of well-organized files. Phoenix Advisors prepares a Continuing Disclosure package containing documentation of each filing done on your behalf. A copy of the Annual Report of Operations referred to above is included in this report. This is especially useful during your annual audit, as well as when you next issue bonds or notes.

*Important: While Phoenix Advisors vigilantly exercises its duty of care when acting as your Continuing Disclosure Agent, it remains paramount that communication between us is open and complete. If there are reportable items or events that are known to you, it is incumbent upon you to share them with us on a timely basis. A high level of cooperation is essential as we work to keep you in compliance with your Continuing Disclosure obligations.*

# Scope of Services - Debt Issuance

Phoenix Advisors, LLC, as Municipal Advisor, is an active participant at each juncture of your transactions to personally and professionally guide them to market and respond to your concerns and questions. Using our experience in the industry, our goal is to provide you with a complete understanding of the entire transaction and achieve the best for your taxpayers.

Phoenix Advisors has four primary objectives in your transactions: (i) plan and develop a financing strategy and structure that will best fit your needs; (ii) coordinate the financing process; (iii) provide consulting service through the actual execution of the financing; and (iv) provide follow-up reporting and analyses after the transaction is complete.

Below, we outline services provided during the financing process. Bear in mind, our goal, like yours, is to complete your debt issuance efficiently and professionally. Accordingly, this outline is not meant to be limiting – we will do all those things necessary and appropriate to bring your transaction to a successful end.

## 1) PRE-REFERENDUM PLANNING AND ANALYSIS

**Financial Planning**
Phoenix Advisors provides analytical and support services for financial planning efforts, including a comprehensive review of the school district's timetable and capital budget strategy.

**Tax Impact Analysis**
Our professionals are skilled in developing comprehensive tax impact analyses for the proposed financing based on debt service and lease purchase payments (current and future), debt service aid, changes in operating budget resulting from potential financings, and project revenues (i.e., energy savings, SRECS, and project fund investment income).

**Financial Modeling**
An evaluation of financing options and the careful structuring of financial models is provided by Phoenix Advisors to demonstrate each option's benefits, costs and impacts.

**Preparation of Public Information and Presentations**
Our professionals provide assistance in developing strategies, brochures for presentations at public hearings, and information to be provided to the community. We also assist with the preparation of presentations to municipal officials.

**News Releases**
To aid in the communications effort regarding the referendum, Phoenix Advisors assists with the preparation of news releases about the proposed referendum. Accurate and concise information to the public is prerequisite to a successful bond referendum. Rumors about needs, cost, and tax impact are best offset with facts.

**Applications to Oversight Boards**
A clear presentation is prepared in anticipation of potential questions and concerns of oversight boards, including the Local Finance Board and the Department of Education, as applicable.

## 2) PLAN STRATEGY AND STRUCTURE

Phoenix Advisors' professionals look beyond just the current transaction. We research and analyze all of your outstanding debt to provide a financing solution that best satisfies your needs now and in the future. We realize that you are ever changing, and while working on the current transaction, we are always watchful to maintain your flexibility to meet future needs and address shifting growth patterns. Among the services Phoenix Advisors provides to achieve these goals are:

**Examine and Analyze Financing Options and Concepts**
The range of options for an issue continues to evolve. We identify and analyze these options based upon cost-benefit and market analysis.

**Analysis of Financing Structures**
The appropriate range of bond structures and credit enhancements are determined based on these analyses. For instance, during certain market conditions, it may be more advantageous to issue short term notes rather than long term debt instruments.

**Design Plan of Finance**
A sound plan that addresses the issuer's existing financial strengths and growth patterns is designed to ensure the success of this and future transactions.

## 3) COORDINATE THE FINANCING PROCESS

Phoenix Advisors coordinates every step of your transaction. Whether it is meeting with you and your professionals or making clear and concise presentations, we add organization and capability to the financing process. Importantly, as an issuer, you are selling a product (your debt) and Phoenix Advisors is uniquely qualified to help mesh your needs with what the marketplace wants. The result is the lowest borrowing cost available! In short, we diligently guide your transaction to the market with efficiency and expertise, achieving the best result for you. Among the services Phoenix Advisors provides are:

**Establish a Timetable for the Transaction**
A timetable that outlines key events, dates and responsibilities for team members will be developed to ensure a quick and efficient financing.

**Manage the Financing Team**
We will coordinate the financing by scheduling meetings, assigning work product responsibility, and contacting finance team members.

**Provide Input During Preparation of Financing Documents**
Many important elements of the transaction will be set forth in the financing documentation. We advise as to critical components and appropriate language to aid in their completion.

**Assist in Preparation of Official Statement**
Our professionals ensure that the current needs and requirements of investors, insurers, and rating agencies are satisfied with the contents of the Official Statement. We will either take the lead in preparing the document or provide careful review and support of another professional's efforts.

**Coordinate the Approval Process of Oversight Boards**

A clear and concise presentation is prepared in anticipation of potential questions and concerns of all oversight boards, as applicable.

**Develop a Rating Agency Strategy**

An issue's rating may be the single most important factor in the cost of the financing. We add real value to the rating agency process by developing a strategy, preparing a comprehensive rating presentation, and assembling and presenting other necessary information to obtain the best result. We will also help you select the right agency for your transaction.

**Evaluate Third Party Services**

To avoid unnecessary expenses, Phoenix Advisors will draw specifications, solicit and evaluate bids, and recommend the most cost-effective qualified provider.

## 4) EXECUTION OF FINANCING

Phoenix Advisors is constantly watching and evaluating the market to help you select the best time to move forward with your transaction. Our experienced professionals provide you with valuable statistics and points of reference to gauge the overall market climate and evaluate your interest rates. After your successful sale, to ensure a smooth finish, Phoenix Advisors monitors all the details of your closing. This includes the error-free movement of funds and advice concerning the most effective investment of the transaction's proceeds. Among the services Phoenix Advisors provides to achieve these goals are:

**Structure the Terms of Financing**

The terms of a bond issue are essential to the achievement of financing goals and a successful marketing effort. Phoenix Advisors' professionals will carefully analyze the options available for structure, final maturity, principal payment, redemption features, capitalized interest, and payment dates.

**Investor Outreach**

Information will be prepared and presented to potential investors and bidding underwriters to educate them regarding your debt offering. If appropriate, specially coordinated meetings will be instituted to answer questions and provide feedback. These efforts will directly bolster demand in the market, reducing borrowing costs to you.

**Monitor the Market and Provide Recommendations for Timing**

We evaluate the market climate to schedule your debt offering under the most advantageous market conditions available.

**Provide Key Financial Indices and Comparisons**

To assist you in evaluating the interest rates received for the financing, we will provide valuable statistics and comparisons. This information will allow you to understand the results and their relation to other comparable financings.

**Active Participation in Bond Sale**

We provide real-time translation of events as they unfold during competitive bid submission. For negotiated transactions, in addition, we have active dialogue and input with underwriters in setting the interest rates to guard your best interests.

**Ensure a Smooth Closing**

Phoenix Advisors arranges for the transfer of funds at closing and carefully reviews closing documents to ensure an error-free movement of bond proceeds and other funds on hand.

## 5) FOLLOW-UP REPORTING AND ANALYSIS

Phoenix Advisors' professionals stay by your side after your transaction is closed. We will provide you with follow-up reports and analysis displaying the details of your transaction and your new debt service requirements. We view our relationship with you as an ongoing process, not just a single transaction. Always vigilant for opportunities to save money for our clients, we will monitor your outstanding debt for refinancing prospects, bring to your attention market innovations, and willingly review any financing proposals. Of course, we will always be available to answer any questions that arise. The services Phoenix Advisors provides for follow-up reporting and analysis include:

**Assist in Arranging or Providing for Investment of Bond Proceeds**
Phoenix Advisors will recommend strategies and appropriate investments that accommodate the issuer's disbursement requirements and comply with Federal Arbitrage Regulations.

**Provide a Permanent Debt Service Schedule**
After the closing, Phoenix Advisors provides a clear presentation of your debt service requirements to be used during budget preparation and on debt service payment dates.

**Create Summary Reports and Analysis**
Our professionals will provide reports summarizing your transaction to share with oversight boards and others, as you may choose.

**Monitor Outstanding Debt**
Phoenix Advisors monitors your outstanding debt, even after your transaction closes, continuously watching for opportunities to save you money.

# MSRB-REQUIRED DISCLOSURES

- The MSRB's website is www.msrb.org, and the link for the Municipal Advisor Client Brochure is www.msrb.org/Rules-and-Interpretations/MSRB-Rules/General/~/media/34C3F279413495AA2B0251D6DB8311A.ashx
- SEC forms MA and MA-I are available for inspection on the SEC's EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.html
- There are no legal or disciplinary events concerning Phoenix Advisors, LLC, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC

Phoenix Advisors, LLC, a municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"), is aware of no conflict(s) of interest that would preclude us from fulfilling our responsibilities, including our fiduciary duty, our duty of loyalty, and our duty of care as your municipal advisor on any transaction for which Phoenix Advisors is engaged. Should we become aware of any conflict, we would immediately inform the affected parties.

Phoenix Advisors has a fiduciary obligation to put your interests ahead of ours, and we take this obligation seriously. We maintain policies and procedures to uphold our standards. Our internal compliance protocol dictates regular reviews of client transactions for compliance with all applicable MSRB rules. Under the same applicable MSRB rules, all municipal advisors are required to provide to clients written documentation of their municipal advisory relationships with clients. You have received a written agreement that includes, among other details, the scope of services to be provided by Phoenix Advisors, and details concerning the fees for these services.

The MSRB believes that a certain form of compensation may create the potential for a conflict of interest. Forms of compensation, of course, may vary depending upon the nature of the engagement and requirements of the client. The MSRB requires that we provide information concerning compensation and its potential to cause a conflict of interest. Various forms of compensation are:

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is typically based upon an analysis by the client and the advisor of the expected duration and complexity of the transaction and the agreed upon scope of work that the advisor will perform. This form of compensation, in the view of the MSRB, presents a potential conflict of interest because the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor's fee is based upon the number of hours worked by the advisor. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum number of hours at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that might result in fewer hours worked.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a potential conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically, e.g., monthly, and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis, e.g., a fixed fee per month regardless of the number of hours worked, or an hourly basis, e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded. A retainer agreement does not present the conflicts associated with the type of contingent fee arrangement described above.

**Fee based upon principal transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities, e.g., bonds. This form of compensation may potentially incent the municipal advisor to recommend that the client increase the amount of the issue unnecessarily to increase the advisor's fee.

**If you have any questions about your relationship with Phoenix Advisors, call your Municipal Advisor professional at 866-291-8180.**

18-03673

**AGREEMENT BETWEEN**
**THE CHERRY HILL BOARD OF EDUCATION**
**AND**
**VIRTUA MEDICAL GROUP, P.A.**

**THIS AGREEMENT** is made as of the First day of July, 2017 by and between the **CHERRY HILL BOARD OF EDUCATION ("Board")**, located at 45 Ranoldo Terrace, Cherry Hill New Jersey 08034 and **VIRTUA MEDICAL GROUP, P.A. ("Provider")**, whose corporate address is 303 Lippincott Drive, Marlton, New Jersey 08053.

**WHEREAS,** the Board has determined that the District is in need of a licensed School Physician to provide District Medical Inspector Services ("Services");

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

**WHEREAS,** the Board has determined that it would be in its best interest to retain the Provider as an independent contractor to provide the Services;

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

**WHEREAS,** it is the intention of the Board and the Provider to enter into an Agreement memorializing the terms and conditions of the provision of the Services; and

**WHEREFORE,** 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 begin ***July 1, 2017*** and end ***June 30, 2018.***

2. Services. The Provider shall provide the Services set forth in Exhibit B attached to this Agreement, which is made a part hereof by reference.

3. Conflict. In the event any provision of this Agreement conflicts in whole or in part with any Proposal, Exhibit or Schedule hereto, the provisions of this Agreement shall control.

contractor from the contracting public agency of any prior violation of this section of the contract.

5. Conflict of Interest. The Provider represents that, to the best of its knowledge, information and belief, Provider is not engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.

6. Certification. The Provider shall provide the Board with copies of documentation confirming that the Provider has the certifications, licenses, skills and experience necessary to provide the Service as a condition precedent to the provision of the Services by the individual. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.

7. Cancellation. 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 Provider shall use its best efforts to provide a substitution for services if the Provider is required to cancel services. The Provider shall provide immediate notice to the Director or Supervisor of Special Services if scheduled services cannot be met. The Board shall not be subject to a fee or a fine or penalty or prejudice in the event that it is required to cancel the requested or scheduled services.

8. Compensation. The Provider shall provide the Board with the Services and the Board will compensate the Provider as follows:

   Annual Fee: $20,000.00 and
   Per physician per game fee at home football games: $200.00 pursuant to Exhibit C attached.

   The above charges shall remain constant throughout the term of this Agreement. The Board will make annual payments in quarterly installments of $5,000.00. The Provider shall include the purchase order number on all invoices submitted for payment.

   The Board shall approve the Provider's invoice at the next regularly scheduled Cherry Hill Board of Education meeting following its 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.

b. Professional Liability Insurance coverage in an amount of not less than One Million Dollars ($1,000,000) with respect to a single claim and Three Million Dollars ($3,000,000) in the aggregate.

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) and (b) from an insurance company authorized to do business in New Jersey. The Provider shall also provide, upon the Board's request, full and complete copies of the insurance policies required by (a) and (b) above.

14. Indemnification. The Provider agrees to defend, indemnify and hold harmless the Board, 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 act or omission of the Provider; (b) any intentional or negligent act, error, or omission or failure to perform the Services and/or obligations by the Provider or (c) any breach of the Agreement, or a breach of the implied covenant of good faith and fair dealing., except if due to negligence or willful misconduct of The Board, its agents, officials, representatives and employees.

15 Criminal History Background Checks. The Provider shall ensure and represents that a Criminal History Background Check conducted by the Criminal History Review Unit of the State of New Jersey Department of Education has been completed as required by N.J.S.A.18A:6-7.1 et seq. and that the check reveals that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from providing the Services. The Criminal History Background Checks shall be provided at no cost to the Board. The Provider shall provide proof to the Board that no such criminal history record information exists as a condition precedent to the provision of the Services by the Provider.

16. Dispute Resolution. Any and all claims, disputes or other matters in question between the Board and Provider arising out of or relating to this Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Camden 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 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 arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and

**With Copy to:**
Virtua Health Inc.
Office of the General Counsel
303 Lippincott Drive
Marlton, NJ 08053
Attn: Sr. V.P. and General Counsel

*As to the Board*:
Cherry Hill Board of Education
Malberg Administration Building
45 Ranoldo Terrace
Cherry Hill New Jersey 08034
Attention: Lynn E. Shugars, Assistant Superintendent- Business

*With copy to*:
Schenck, Price, Smith & King, LLP
220 Park Ave., P.O. Box 991
Florham Park, New Jersey 07932
Attention: Paul H. Green, Esq.

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.

## EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31et seq.: N.J.A.C. 17:27

## GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

## EXHIBIT C

## FOOTBALL GAME COVERAGE FOR DR. ERIC REQUA

### Cherry Hill EAST Varsity Football Game Schedule

| Date | Time | Opponent | Home/Away | Physician Covering |
|---|---|---|---|---|
| Saturday, Sept. 9 | 11:00 AM | Paul VI | Home | Dr. Requa |
| Saturday, Oct. 14 | 11:00 AM | Pemberton Twp | Home | Dr. Requa |

### Cherry Hill WEST Varsity Football Game Schedule

| Date | Time | Opponent | Home/Away | Physician Covering |
|---|---|---|---|---|
| Friday, Sept. 8 | 7:00 PM | Seneca | Home | Dr. Requa |
| Friday, Oct. 13 | 7:00 PM | Trenton | Home | Dr. Requa |

All other home games will be covered by Dr. Merrick Wetzler.

Please refer to Dr. Wetzler's contract for full details.