



ALLENDALE PUBLIC SCHOOL DISTRICT

100 Brookside Avenue • Allendale, NJ 07401-1795

Phone 201-327-2020 • Fax 201-825-6553

MICHAEL J. BARCADEPONE, Ed. D.
SUPERINTENDENT OF SCHOOLS

MARIA L. ENGELEIT
BUSINESS ADMINISTRATOR / BOARD SECRETARY

November 3, 2025

VIA EMAIL ONLY

Taxpayer@OPRA Request

Re: Open Public Records Act Request

To Whom It May Concern:

Please accept this correspondence in response to the Open Public Records Act ("OPRA") request you submitted to the Allendale Board of Education ("the Board"). As the official Records Custodian for the Board, I received your request on Monday, November 3, 2025. As such, the seven business day deadline to respond to your request is Tuesday, November 18, 2025 due to the District being closed on November 6, and 7, 2025. A response is being provided today, the first day of your request.

By way of your OPRA request, you seek that the Board provide the following:

1. Please provide the names of all law firms or attorneys retained by the district to provide legal services.
2. Please provide copies of the current or most recent contracts, professional-services resolutions, or appointment letters for those legal services.

Please be advised that your request is granted in an attached .pdf. The Board of Education has approved two firms, however, only one of them has a signed contract with the District. There is no firm "retained" as fees are only paid after services have been rendered via monthly invoice, with no lump sum paid upfront for fees to cover fees until depleted.

If your request for access to a government record has been denied or unfilled within the seven business days required by law, you have a right to challenge the Board's decision to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the GRC by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at (866)-850-0511, by mail at P.O. Box 819, Trenton New Jersey 08625, by email at grc@dca.state.nj.us, or at their website at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your county.

If you should have any questions regarding the information produced, do not hesitate to contact me.

Very truly yours,

Maria Engeleit
Business Administrator/Board Secretary

ALLENDALE BOARD OF EDUCATION

Notice of Award

At the Allendale Board of Education's June 11, 2025 meeting, the following contracts for professional services for the 2025-2026 school year were awarded contracts without competitive bidding for professional and specialized services pursuant to N.J.S.A. 18A:18A 5a(1), for the 2025-2026 school year: The resolutions of award and the contracts listed below are available for public inspection at the Board Office, located at 100 Brookside Avenue, Allendale, NJ, from 9:00am to 3:30pm, Monday through Friday.

Service	Vendor	Rates
Architect of Record	Settembrino Architects 25 Bridge Avenue Suite 201 Red Bank NJ 07701	Principal \$150; Project manager \$145; Senior Project Architect \$145; Project Architect \$135; Architectural Designer \$125; construction Administration \$125; Technical Consultant \$110; Accounting \$95; and Administrative \$90.
Engineers	Christopher P. Statile, P.E., P.A. Professional Engineers & Planners 3 Fir Court Oakland, NJ 07436	N/A
Attorney	Fogarty, Hara, LaPira & Cherry, LLC 22-00 NJ-208 South Fair Lawn, NJ	\$185/hour for Partner and \$165/hour for Associate.
Attorney	Weiner Law Group LLP 629 Parsippany Road P.O. Box 0438 Parsippany, NJ 07054	\$170/hour for Partner and \$150/hour for Associate. \$125 for Law Clerk, \$85 for a Paralegal
Continuing Disclosure Agent	Phoenix Advisors 4 West Park Street Bordentown, NJ 08505	\$1,350
Employee Benefits	Treadstone Risk Mgmt, LLC 60 Speedwell Ave, Unit B Morristown, NJ 07960	N/A
E-Rate Management	E-rate Consulting, Inc. 130 Valley Rd B Montclair, NJ 07042	\$1000 for Category One \$1000 for Category Two \$2500 to submit one or more requests \$200 hourly rate for invoice review
Insurance Broker	Polaris Galaxy 777 Terrace Avenue Hasbrouck Heights, NJ 07604	N/A
Insurance Broker	Berkley Life and Health BMI Benefits, LLC PO Box 511 Matawan, NJ 07747	N/A
Policy Services Consultant	Strauss Esmay Associates, LLP 1886 Hinds Rd # 1 Toms River, NJ 08753	\$4,885
Regulatory Compliance & Asbestos Management Company	Karl Environmental Group 20 Lauck Rd Mohnton, PA 19540	Two Six-month Surveillance Reports (June and December) total cost of \$1200, and employee training, if necessary, for an additional \$450. Preparation of the 2023/2024 Right-to-Know Survey Update for \$1,895
Nursing Service	Bayada Home Health Care INC 299 Market Street Saddle Brook NJ 07663	
Nursing Service	Home Care Therapies LLC dba Horizon Healthcare Staffing 198 Route 9 North Suite 107 Manalapan, NJ 07726	RN office coverage/field trips \$72/hour RN Certified School Nurse - \$85/hour RN 1:1 \$80/hour Specialty RN 1:1 \$84/hour
Auditor	PFK O'Connor Davies LLP 300 Tice Blvd Suite 315 Woodcliff Lake, NJ 07677	\$42,000 Partners: \$250/hr Managers: \$185/hr Senior Associates: \$150/hr Associates: \$135/hr Other Personnel: \$ 95/h

Agreement

This AGREEMENT made this 17th day of June, 2025 by and between the Allendale Board of Education, which has offices located at 100 Brookside Avenue in the Borough of Allendale, County of Bergen and State of New Jersey (hereinafter referred to as the "Board"), and the law firm of Fogarty, Hara, LaPira & Cherry, LLC, which has offices located at 21-00 Route 208 South in the Borough of Fair Lawn, County of Bergen and State of New Jersey (hereinafter referred to as "Law Firm").

WITNESSETH:

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

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

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

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

1. The Board agrees to retain the Law Firm and the Law Firm agrees to accept appointment to the position of Board Attorney.
2. When requested, the Law Firm agrees to provide oral and written legal advice to the Board and members of the administration, represent the Board in litigation, to negotiate contracts, and attend meetings of the Board, committees of the

Board and administration when necessary in connection with providing legal services for the Board.

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

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

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

b. The Law Firm will in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Law Firm will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under the Law Against Discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Law Firm agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

i. The Law Firm shall furnish such reports or other documents to the Division of Public Contracts and Equal Employment Opportunity Compliance Office as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts and Equal Employment Opportunity Compliance Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

5. The Law Firm shall charge and the Board agrees to pay the Law Firm for their services at the hourly rate of \$185 for a partner and of counsel, \$165 for an associate, \$125 for a law clerk, and \$85 for a paralegal. In addition, the Board shall reimburse the Law Firm for disbursements incurred in connection with the rendering of legal services, exclusive of telephone bills, first class postage, routine photocopying expenses and secretarial overtime. An itemized bill shall be submitted to the Board for payment at the next regularly scheduled meeting on a monthly basis.

6. This Agreement shall be effective for the 2025-2026 school year and shall continue until the next school year, at which time this Agreement may be renewed by the Board. Nothing contained herein shall be interpreted as preventing either party from terminating this Agreement upon notice to the other party. Upon termination of this Agreement, the Law Firm agrees to represent the Board in all outstanding litigation unless the Board desires to have another law firm assume full responsibility for the lawsuit.

WITNESS:

Maria Engeleit

Maria Engeleit
Business Administrator/
Board Secretary

Allendale Board of Education

[Signature]

Board President

Dated:

Dated:

WITNESS:

Patricia Mundy

Patricia Mundy

Fogarty, Hara, LaPira & Cherry, LLC

Vittorio S. LaPira

Vittorio S. LaPira

Dated: May 6, 2025

Dated: May 6, 2025

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, SERVICES AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the Contractor or subcontractor 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 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, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency

Compliance Officer setting forth provisions of this nondiscrimination clause.

- The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.
- The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:
 - Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or

- Good faith efforts to meet targeted county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.
- The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

- The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27. The failure to submit such appropriate evidence will result in rescission of the contract.**