

## Adelina Rivera

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**From:** Michelle Calas  
**Sent:** Friday, February 8, 2019 6:41 AM  
**To:** Adelina Rivera  
**Subject:** Fwd: OPRA request - Letter of Agreement with Hazard, Young, Attea and Associates for superintendent search

Sent from my iPhone

Begin forwarded message:

**From:** thomas foregger <[opra+request-4005-85f12094@requests.opramachine.com](mailto:opra+request-4005-85f12094@requests.opramachine.com)>  
**Date:** February 8, 2019 at 1:19:58 AM EST  
**To:** OPRA requests at Passaic Board of Education <[mcalas@passaicschools.org](mailto:mcalas@passaicschools.org)>  
**Subject:** OPRA request - **Letter of Agreement with Hazard, Young, Attea and Associates for superintendent search**

Dear Passaic Board of Education,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.  
Records requested:

Letter of Agreement with Hazard, Young, Attea and Associates for superintendent search

Yours faithfully,

thomas foregger

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Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:

[opra+request-4005-85f12094@requests.opramachine.com](mailto:opra+request-4005-85f12094@requests.opramachine.com)

Is [mcalas@passaicschools.org](mailto:mcalas@passaicschools.org) the wrong address for OPRA requests to Passaic Board of Education? If so, please contact us using this form:

[https://opramachine.com/change\\_request/new?body=passaic\\_board\\_of\\_education](https://opramachine.com/change_request/new?body=passaic_board_of_education)

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<https://opramachine.com/help/officers>

View this OPRA request & responses online:

[https://opramachine.com/request/letter\\_of\\_agreement\\_with\\_hazard\\_9](https://opramachine.com/request/letter_of_agreement_with_hazard_9)



Pablo Muñoz  
Superintendent of Schools

Erlinda R. Arellano, CPA, PSA  
School Business Administrator  
Board Secretary

[Via e-mail: opra+request-4005-85f12094@requests.opramachine.com](mailto:opra+request-4005-85f12094@requests.opramachine.com)

February 15, 2019

Dear Mr. Foregger:

The Passaic Board of Education received your Open Public Records Act (OPRA) request on February 8, 2019. I, the official Records Custodian, Ms. Erlinda R. Arellano, School Business Administrator, received your OPRA request on February 8, 2019. As such, the seven (7)-business day to respond to your request is February 19, 2019. This response is being provided to you on the 5th business day after my receipt of said request.

Your request seeks the following records:

**OPRA REQUEST- Letter of Agreement with Hazard, Young Attea, and Associates**

Please be advised that there is no letter of agreement between the Passaic Board of Education and Hazard, Young, Attea and Associates. Notwithstanding we are supplying you with a copy of the executed contract between Hazard, Young, Attea and Associates.

Please see attachment.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Passaic Board of Education 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 Government Records Council (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, NJ, 08625, by e-mail at [grc@dca.state.nj.us](mailto:grc@dca.state.nj.us), or at their web site at [www.state.nj.us/grc](http://www.state.nj.us/grc). The GRC 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.

Sincerely,

Erlinda R. Arellano  
School Business Administrator/Board Secretary  
Custodian of Records

ERA:ar

RECEIVED  
SECRETARY'S OFFICE

CONTRACT FOR SEARCH CONSULTANT  
SERVICES

12 DEC 12 AM 9:17

AGREEMENT made this 12 day of November, 2012 by and between  
THE PASSAIC BOARD OF EDUCATION, a Public Corporation of the State of New Jersey  
("Board"), having an office at 101 Passaic Avenue, Passaic, New Jersey 07055 and HAZARD,  
YOUNG, ATTEA & ASSOCIATES ("Contractor"), having an office at 5600 N. River Road -  
Suite #180, Rosemont, Illinois 60018.

WITNESSETH

WHEREAS, the Board seeks to obtain the services of and Hazard, Young, Attea &  
Associates; and

WHEREAS, the Board has adopted a Resolution dated November 12, 2012 to award the  
Contract to the Contractor and to authorize the Board President and Board Secretary or Assistant  
Secretary to execute this Agreement on behalf of the Passaic Board of Education;

NOW, THEREFORE, for and in consideration of the promises and agreements  
hereinafter contained and the payments hereinafter provided to be made, the parties agree as  
follows:

1. That Contractor will furnish and deliver all materials and labor to provide  
superintendent search consultant services in accordance with the terms and conditions in the  
Request for Proposal.
2. That the total cost of the Contract shall not exceed \$21,500.00.
3. That the term of the Contract shall be from November 1, 2012 through June 30,  
2013.
4. That if the Contractor shall omit, fail, neglect, or refuse to commence or prosecute  
said work as aforesaid, or in case further time be granted for the commencement and completion

of said work, or if the Contractor shall cease operations under this Contract at any time, the Board or its agent, shall have the full privilege, authority, and power, if the Board shall so elect to cause the said work to be done and completed without interference, opposition, or hindrance of or by the Contractor; provided, the Board shall give to the Contractor or its sureties, notice in an envelope with postage prepaid, addressed to the Contractor and/or its sureties, respectively, at their last known addresses. Upon the mailing of said notices as aforesaid, all the rights and privileges of the Contractor, under, in and by this Contract, shall cease and be void, and the Contractor shall receive no further benefit, pay or remuneration thereunder, and the Contractor and/or its sureties shall be liable for any and all sums of money which the Board shall or may pay or expend for fully completing and maintaining said work, over and above the amount which the Contractor would have been entitled to receive had the Contractor completed and maintained the work under the Contract according to its terms and conditions, and all loss or damage that may result to the Board by reason of the omission, failure, or refusal of said Contractor to commence, prosecute and maintain said work as aforesaid.

5. That Contractor agrees to carry adequate policy or policies of insurance as will indemnify it and the Board from any liability imposed by law as a result of any act, error or omission of the Contractor, its agents, servants, or employees from the time of the commencement of the work hereunder. Such policy or policies of insurance shall be provided to the properly authorized agent, servant, or employee of the Board.

6. That the Contractor will furnish sufficient and adequate equipment and personnel to satisfactorily maintain its schedule of services. If, at any time, in the opinion of the Board, satisfactory services are not being maintained and provided, such changes shall be made in the schedule of the services and personnel as the Board may approve or direct; but such action by the

Board, or failure to act, shall not relieve the Contractor of any responsibility under this Agreement.

7. That the Contractor shall pay all Federal, State, and Local taxes, of whatever character and description, except otherwise provided for, incident to the performance of this Agreement.

8. That the Contractor, at all times, shall observe and comply with all Federal and State law, local bylaws, ordinances, and regulations that in any manner affect the conduct of the work, and shall indemnify and hold harmless to the Board and all its Officers and Agents against claim or liability arising from or based on, the violation of such.

9. That the Contractor assumes full responsibility for materials and equipment employed in the accomplishment of the Agreement, and agrees to make no claims against the Board for damages to such materials and equipment from any cause whatsoever.

10. That the Contractor agrees that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the Contractor for labor, materials, personnel and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Contractor in connection with Contractor's responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

11. That the Contractor agrees to comply with the Affirmative Action Requirements set forth in Exhibit "A" attached to this Contract and incorporated herein, and shall supply the Board with the appropriate evidence of affirmative action compliance.

12. That the Contractor shall keep the work under its control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Board. The Contractor shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent of the Board. Consent by the Board of an assignment of this Agreement shall not, in any way, release the Contractor from covenants, conditions, and terms of this Agreement and the duties imposed hereunder.

13. That the Contractor shall indemnify and hold harmless the Board and all representatives thereof from and against any and all claims, damages, losses, and expenses to the extent caused by the Contractor's negligent acts, errors, intentional acts or omissions in the performance of his professional services under this agreement.

14. That the Contractor shall be found in default of this Contract if there is a violation of or failure to comply with any provisions of the proposal.

15. That the Contractor shall perform the work and services in a professional manner.

16. That the Parties to this Agreement have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision hereof.

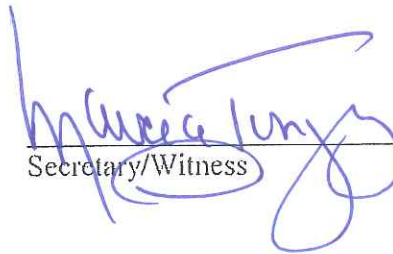
17. That the Board may cancel this contract without cause upon thirty (30) days notice to Contractor.

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

ATTEST:

Affix Corporate Seal if Corporation:

HAZARD, YOUNG,  
ATTEA & ASSOCIATES

  
Secretary/Witness

By:   
President/Officer/Principal

ATTEST:

  
Board Secretary

THE BOARD OF EDUCATION  
OF THE CITY OF PASSAIC IN  
THE COUNTY OF PASSAIC

By:   
Salim Patel, President

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

## EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 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.