

# CLIFFSIDE PARK BOARD OF EDUCATION

## SPECIAL MEETING – NOVEMBER 14, 2017

1. Salute Flag
2. Roll Call
3. Superintendent
4. Special Meeting – NOVEMBER 14, 2017
5. For Review and Discussion
  - Personnel
  - Finance
6. Closed Session
7. Adjournment

CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017

PERSONNEL

RESOLUTION

Resolution, recommended by the Superintendent of Schools, that insubordination by an employee of the district, and a suspension of two (2) days with pay has been assessed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Cliffside Park School District in meeting duly assembled this 14th day of November, 2017.

DATED: November 14, 2017

Attest:

Approved:

\_\_\_\_\_  
LOUIS ALFANO,  
Business Administrator/Board Secretary

\_\_\_\_\_  
MICHAEL RUSSO, President  
Cliffside Park Board of Education

**ROLL CALL VOTE:**

AYES:

NAYS:

ABSTENTIONS:

**CERTIFICATION**

I hereby certify that the within Resolution was adopted by the Cliffside Park Board of Education by a majority vote at its authorized meeting on November 14, 2017.

\_\_\_\_\_  
LOUIS ALFANO,  
Business Administrator/Board Secretary

CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017

FINANCE

AMENDED  
PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of November, 2017, (notwithstanding the actual date of execution), by and between

**CLIFFSIDE PARK SCHOOL DISTRICT**, IN THE COUNTY OF BERGEN, a Public Corporation of the State of New Jersey, County of Bergen, having its principal office at 525 Palisade Avenue, Cliffside Park, NJ 07010 (hereinafter the “CLIFFSIDE PARK BOARD OF ED”).

*and*

**DOUGLAS M. BERN, ESQ.** of the firm of Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A., Attorneys at Law with offices located at One Paragon Drive, Suite 240, Montvale, NJ 07645 (hereinafter “COUNSEL”).

WITNESSETH

**WHEREAS**, the CLIFFSIDE PARK BOARD OF ED requires professional legal services to be performed for by COUNSEL; and

**WHEREAS**, said CLIFFSIDE PARK BOARD OF ED is permitted to award a contract for professional services without competitive bidding pursuant to N.J.S.A., 40A:11-1, et seq.

**NOW, THEREFORE, BE IT RESOLVED** by the CLIFFSIDE PARK BOARD OF ED that the following appointment and contract is awarded to the following individual or company listed below; and

**CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017**

**BE IT FURTHER RESOLVED**, that the COUNSEL shall sign a written contract detailing the precise scope of their employment, compliance with other laws and regulations, which contract shall specifically include a requirement for adherence to the reporting requirements and other provisions of N.J.S.A. 19:44A-1 et seq., and

**WHEREAS**, the undersigned professional possesses the requisite education, skills and experience to fulfill a need within the CLIFFSIDE PARK BOARD OF ED;

**NOW, THEREFORE**, it is agreed as follows:

**WHEREAS**, The CLIFFSIDE PARK BOARD OF ED has determined that Douglas M. Bern, Esq. of the firm of Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A. has qualified pursuant to N.J.S.A., 40A:11-1, et seq.

**WHEREAS**, The term of this appointment shall commence on July 1, 2017 and shall run for a term of one (1) year and terminate on June 30, 2018.

**WHEREAS**, The CLIFFSIDE PARK BOARD OF ED and the COUNSEL desire to execute the within Agreement setting forth the legal services to be rendered by the COUNSEL to the CLIFFSIDE PARK BOARD OF ED, and the compensation to be paid for such services in accordance with the terms and provisions of this Agreement.

The CLIFFSIDE PARK BOARD OF ED agrees to pay the COUNSEL and such law firm for any actual disbursements made in carrying out its duties, as set forth in Schedule "A".

The COUNSEL shall bill the CLIFFSIDE PARK BOARD OF ED monthly for said services, if any. The CLIFFSIDE PARK BOARD OF ED agrees to process and pay said bills. Billing for professional services shall be done to the nearest 1/10th of the hour.

**CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017**

**WHEREAS**, the COUNSEL and the CLIFFSIDE PARK BOARD OF ED desire to execute the within Agreement setting forth the legal services to be rendered by the COUNSEL to the CLIFFSIDE PARK BOARD OF ED, and the compensation to be paid for such services in accordance with the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions hereinafter set forth herein, the CLIFFSIDE PARK BOARD OF ED and the COUNSEL agree as follows:

**Section 1. ATTORNEY'S SERVICES**

COUNSEL agrees to perform all the professional legal services set forth in this Section 1 as follows:

- i. Be charged with the performance of all legal services of the CLIFFSIDE PARK BOARD OF ED, including those of legal advisor to the CLIFFSIDE PARK BOARD OF ED;
- ii. Upon request of the CLIFFSIDE PARK BOARD OF ED, take the necessary steps to arrange for prosecution of violations of CLIFFSIDE PARK BOARD OF ED policies;
- iii. Represent the CLIFFSIDE PARK BOARD OF ED in all matters, civil and criminal, in which the CLIFFSIDE PARK BOARD OF ED is interested;
- iv. Draft or review legal documentation and Resolutions when required by the CLIFFSIDE PARK BOARD OF ED;
- v. Perform such other duties as may be required by the CLIFFSIDE PARK BOARD OF ED;
- vi. Attend meetings of the CLIFFSIDE PARK BOARD OF ED;
- vii. Report to the CLIFFSIDE PARK BOARD OF ED promptly all suits brought against the CLIFFSIDE PARK BOARD OF ED;

**CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017**

viii. Render all opinions in writing as far as is practicable.

ix. Represent the CLIFFSIDE PARK BOARD OF ED in all labor matters, including all litigation and administrative proceedings including Civil Service, PERC and OAL; personnel proceedings and hearings including disciplinary proceedings.

**Section 2.      COMPENSATION**

The CLIFFSIDE PARK BOARD OF ED agrees to pay COUNSEL, as compensation for performing professional legal services for the CLIFFSIDE PARK BOARD OF ED described in Section 1 herein, as follows:

(a)     \$135.00 per hour for partners and associates.

Whenever any responsibilities shall require travel outside of the County of Bergen, COUNSEL shall be reimbursed for disbursements and expenses incurred as a consequence thereof, and for the filing fees and necessary other expenses in connection with the handling of any appeals/litigation.

**Section 3.      METHOD OF PAYMENT**

All payments to the COUNSEL, as set forth in Section 2 hereof, shall be made upon submission, on a monthly basis by COUNSEL to the CLIFFSIDE PARK BOARD OF ED, of a written statement in the form of a voucher, with attached invoice, setting forth the amount due to COUNSEL. Upon approval of the voucher, the CLIFFSIDE PARK BOARD OF ED shall pay such fees and remit directly to the COUNSEL. All checks should be made payable to DOUGLAS M. BERN, ESQ. and forwarded to the address noted above. Said procedure shall be governed by the provisions of N.J.S.A. 40A:5-16 and N.J.S.A. 40A:5-17.

CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017

**Section 4. TERM OF ENGAGEMENT**

(a) The term of this Agreement shall commence on the 1<sup>st</sup> day of July, 2017 and shall remain in full force and effect through June 30, 2018 and until a replacement is selected. All services rendered by the COUNSEL prior to the date of this Agreement are hereby ratified and confirmed.

(b) It is further understood that this Agreement is subject to termination by either party in accordance with the applicable laws of the State of New Jersey.

**Section 5. PROHIBITION AGAINST ASSIGNMENT**

The rights of COUNSEL hereunder shall not be assigned, sublet or transferred by COUNSEL, either in whole or in part, without the consent of the CLIFFSIDE PARK BOARD OF ED.

**Section 6. AFFIRMATIVE ACTION**

During the performances of this contract, CLIFFSIDE PARK BOARD OF ED agrees as follows:

i. The COUNSEL will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. The COUNSEL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated fairly during employment, without regard to their age, race, creed, national origin, ancestry, marital status or sex. Such action 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 COUNSEL agrees to post in conspicuous places, available

**CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017**

to employees and applicants for employment, notices to be provided by the public agency officer setting forth provisions of this nondiscrimination clause;

ii. The COUNSEL will, in all solicitations or advertisements for employees placed by or on behalf of the COUNSEL, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, national origin, ancestry, marital status or sex;

iii. The COUNSEL 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 worker's representative of the COUNSEL's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

iv. The COUNSEL agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

v. The COUNSEL agrees to attempt to in good faith employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals of the affirmative action office pursuant to N.J.A.C. 17:27-5.2, promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;



**CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017**

vi. The COUNSEL agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

vii. The COUNSEL agrees to revise any of its testing procedures, if necessary and applicable, to assure that all personnel testing confirms with the principles of job-relating 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; and

viii. The COUNSEL 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, national origin, ancestry, marital status or sex, and confirm with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

**Section 7.      AVAILABLE FUNDING**

The CLIFFSIDE PARK BOARD OF ED represents that it has and will have sufficient funds available to it in its applicable budget to pay the amount set forth in Section 2 above.

**Section 8.      INTENTIONALLY OMITTED**

**Section 9.      NOTICES**

**CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017**

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below:

Douglas M. Bern, Esq.  
Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A.  
One Paragon Drive, Suite 240  
Montvale, New Jersey 07645  
dbern@rmfmclaw.com

Cliffside Park Board of Education  
525 Palisade Avenue  
Cliffside Park, New Jersey 07010  
Attention: Louis Alfano, Business Administrator, Board Secretary  
lalfano@cliffsidepark.edu

**Section 10. COMPLIANCE WITH LAW**

The CLIFFSIDE PARK BOARD OF ED shall not impose duties or constraints of any kind upon the COUNSEL which would require the COUNSEL to infringe upon or violate the Rules of Ethics governing the conduct of lawyers, any rules governing the courts of the State of New Jersey, or any ordinance, administrative regulation or statute.

The COUNSEL agrees to abide by the Rules of Ethics governing the conduct of lawyers, and all statutes, ordinances, administrative regulations, and rules governing the courts of the State of New Jersey relating to the performance of his duties as COUNSEL.

The COUNSEL shall provide, in a timely manner as required by law, to the CLIFFSIDE PARK BOARD OF ED the following fully executed and completed forms:

- (a) Political Contribution Disclosure Form as required by N.J.S.A. 19:44A-20.26;
- (b) Certificate of Employee Information Report as required by N.J.A.C. 17:27-1.1; and
- (c) State of New Jersey Business Registration Certificate and such other forms and

CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017

disclosures as may be required.

**Section 11. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement, other than agreed upon fee adjustments, may only be altered by a written amendment signed by both parties and approved by resolution duly adopted by the CLIFFSIDE PARK BOARD OF ED.

**Section 12. LAWS CONSTRUING AGREEMENT**

This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the CLIFFSIDE PARK BOARD OF ED, by Resolution duly adopted, has caused this Agreement to be approved and executed, and COUNSEL has caused this Agreement to be executed this day and year first above written.

ATTEST:

CLIFFSIDE PARK BOARD OF EDUCATION, a  
public Corporation of the State of New  
Jersey

\_\_\_\_\_  
LOUIS ALFANO, Business Administrator/  
Board Secretary

By: \_\_\_\_\_  
MICHAEL RUSSO, President

WITNESS:

RUBENSTEIN, MEYERSON, FOX,  
MANCINELLI, CONTE & BERN, P.A.

\_\_\_\_\_  
PARIS MYERS

By: \_\_\_\_\_  
DOUGLAS M. BERN, ESQ.

CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017

**SCHEDULE 'A'**

The annual retainer shall cover all CLIFFSIDE PARK BOARD OF ED, general and routine duties. In the event of any extraordinary matters that may require the COUNSEL'S protracted attention (ie. Litigation matters), the parties may discuss any additional fees, based upon the rate of \$135.00/hour. Any such additional compensation shall be subject to pre-approval by the CLIFFSIDE PARK BOARD OF ED.

Whenever any responsibilities shall require travel outside of the County of Bergen, COUNSEL shall be reimbursed for disbursements and expenses incurred as a consequence thereof, and for the filing fees and necessary other expenses in connection with the handling of any of any appeals/litigation.

CLIFFSIDE PARK BOARD OF EDUCATION  
SPECIAL MEETING – NOVEMBER 14, 2017

**RESOLUTION**

**BE IT RESOLVED**, by the Cliffside Park Board of Education that it hereby approves the revision of the Professional Services Agreement dated May 3, 2017 between the Cliffside Park Board of Education and the law firm of Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A. to provide for an hourly rate of \$135.00 effective as of October 1, 2017 pursuant to N.J.A.C. 6A:23A-5.2; and

**BE IT FURTHER RESOLVED**, that the Board President and Board Secretary are hereby authorized to execute and witness the amended Professional Services Agreement on the Board's behalf.

Approved: \_\_\_\_\_  
MICHAEL RUSSO, President

DATED: November 15, 2017

Attest: \_\_\_\_\_  
LOUIS ALFANO,  
Business Administrator/Board Secretary

**ROLL CALL VOTE:**

AYES:

NAYS:

ABSTENTIONS:

**CERTIFICATION**

I hereby certify that the within Resolution was adopted by the Cliffside Park Board of Education by a majority vote at its authorized meeting on November 14, 2017.

\_\_\_\_\_  
LOUIS ALFANO,  
Business Administrator/Board Secretary