

## ICE RENTAL AGREEMENT

This ice rental agreement ("Agreement"), is made and entered into this day September 1st, 2015 by and between ATHLETIC COMMUNITY TEAM LLC., d/b/a Jersey Shore Arena ("Lessor") and BOARD OF EDUCATION OF THE BOROUGH OF MANASQUAN, a not for profit corporation of the State of New Jersey ("Lessee") with an address of 169 Broad Street, Manasquan, NJ.

The Lessor operates an ice rink facility at 1215 Wyckoff Road, Farmingdale, New Jersey 07727, as the Jersey Shore Arena ("Arena") and the Lessee owns and operates a high school ice hockey program. The Lessor desires to rent ice time at the Arena for a fee. The Lessee wishes to rent ice time at the Arena.

Now, therefore, the following provisions are mutually agreed upon between the Lessor and the Lessee:

The Lessor and the Lessee, for the consideration hereinafter specified, agree as follows:

1. **Ice and Facilities:** Lessor hereby agrees to lease to the Lessee the ice surface ("Ice"). In addition to the Ice, Lessor will also lease to Lessee facilities such as locker rooms and such other incidentals as are customary to ice hockey facilities ("Facilities"). Any other additional facilities owned or operated by the Lessor are not included in this Agreement unless specifically referred to in this Agreement.
2. **Term:** This Agreement shall commence on November 1, 2015 and end March 1, 2016.
3. **Rental Periods:** Lessee shall have the use of the Ice and Facilities for the periods of time set forth on Schedule "A", which is made part of this Agreement. Each period of time set forth on Schedule "A" is known as a "Rental Period".
4. **Rent:** The Lessee agrees to pay the Lessor, as and for the rental of the Ice and Facilities at the Rate of \$350.00 per hour.

The schedule of Rental Period and estimated Rent is set forth on Schedule "A" attached hereto. The anticipated ice time is 66.75 hours for the lease term.

The estimated Rent for the term is \$23,362.50. Lessee agrees to pay to Lessor any additional amounts owing as a result of exceeding the estimated number of hours set forth in Schedule "A".

5. **Payment of Rent:** Payment of Rent shall be due and payable in accordance with the payment schedule set forth below. Any payment which is not made within thirty (30) days of the due date shall be subject to finance charges at the rate of 1.5% per month (annual percentage rate of 18%).

### **Annual Payment Schedule**

**First Payment:** 25% of the Estimated Rent is due upon contract signing.

**Second Payment:** 25% of the Estimated Rent is due on November 1, 2015.

**Third Payment:** 25% of the Estimated Rent is due on December 1, 2015.

**Fourth Payment:** 25% of the Estimated Rent is due on January 1, 2016.

**Final Payment:** On or before March 1, 2015, Lessor shall determine if the actual rent owed for the year (calculated as the product of the total number of hours of ice usage times the hourly rate) ("Actual Rent") exceeds the Estimated Rent paid for such year. The balance of such Actual Rent owed, if any, shall be paid to Lessor by March 15, 2016.

6. **Non-Payment of Rent:** If any Rent remains unpaid beyond thirty (30) working days of dated invoice, then Lessor shall be entitled to, but not required to, (i) suspend Lessee's use of the Ice and (ii) sell all, or a portion of, Lessee's scheduled Ice time to third parties for the remainder of the Term.
7. **Use of Ice:** The Lessee will not use the Ice until Lessor's Ice maintenance personnel have turned it over to them. The Lessee must be off the ice at the expiration of the Rental Period as defined by their practice schedule and the Lessee must vacate the Ice upon completion of their scheduled game unless directed otherwise by Lessor or ice operations personnel.
8. **Damage:** Lessee shall be responsible for and agrees to pay for any damage caused by Lessee, its agents, players, coaches, team officials, or employees to any of the facilities owned or operated by Lessor, its successors or assigns, other than normal wear and tear associated with ice skating events engaged in during the Rental Period. Said charges will be billed accordingly with an itemized listing of damages including cost of replacement and/or repairs. Lessee shall tender a payment for the amount of the damage within fifteen (15) days after receipt of the bills. All bills must be reasonable and necessary to correct the damage caused by Lessee, its agents, players, coaches, team officials, or employees.
9. **Dispute Resolution:** Lessor and Lessee intend to resolve all disputes arising out of or related to the performance of this Agreement through reasonable business-like negotiations. In the event that the parties are unable to resolve a dispute, Lessor and Lessee agree that the dispute shall be referred to mediation, with the mediator to be selected by mutual agreement of the parties before filing any litigation in the Superior Court, Monmouth County.
10. **Rules and Regulations:** It is agreed by and between the parties herein that the Rules and Regulations of the Lessor are hereby made a part of this Agreement, and receipt of the said Rules and Regulations is hereby acknowledged. Violation of any of the rules and regulations by any player, coach, team officials, or employee of the said Lessee shall prohibit future use of the Lessor by that person or employee. Any

damage to the Arena or contents caused by any player, coach, team official, or employee of the said Lessee shall be repaired and/or replaced and the Lessor shall be reimbursed for all costs involved by the Lessee.

11. **Mechanical Equipment Failure and Ice Condition:** In the event of mechanical failure of the Lessor equipment, the Lessee will be notified by the Lessor staff as soon as possible. Ice condition shall be in accordance with generally accepted hockey standards. In the event the Ice is not in such condition, or is unusable due to mechanical equipment failure, Lessor shall either supply the Lessee with substitute Ice time or a credit, as determined in the sole discretion of Lessor. Any credit issued pursuant to this Paragraph shall be good for 12 months from the date of issuance, regardless of the contractual relationship between the parties at that time.
12. **Laws:** Lessee covenants and agrees to observe and obey and cause its agents, players, coaches, team officials, and employees, to observe and obey all federal, state and local laws and ordinances and all rules and regulations of Lessor. Failure to observe and obey any such laws, ordinances and all rules and regulations shall constitute a breach of this Agreement.
13. **Severable:** The terms, conditions, covenants and provisions of this Agreement shall be deemed severable. If any clause or provisions herein contained be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by the operation of any applicable law, it shall not affect the validity of any other provision herein.
14. **Binding:** All the terms, covenants and conditions herein contained shall be for, insure the benefits of and shall bind the respective parties hereto, and executors, administrators, personal or legal representatives, successors and assigns.
15. **Indemnification/Insurance:** Lessee shall procure and maintain a general liability insurance policy with policy limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence for damages arising out of bodily injury or death and \$1,000,000 aggregate for property damage. Lessor shall be named as an additional insured on such policies and Lessee shall provide Lessor at contract signing with a Certificate of Insurance evidencing compliance with the terms of this Agreement. A replacement Certificate of insurance shall be provided prior to the expiration of any existing Certificate.
16. **No Transfer of Ice Time:** Lessee may not at any time lease or assign Rental Periods shown on Schedule "A" to any third party. All unused Rental Periods must be returned to Lessor, and any change in Scheduled "A" must be reported to Lessor.
17. **No Consequential Damages:** In no event shall either party be responsible to the other for any incident or consequential damages in connection with its performance under this Agreement.
18. **Authority:** Lessee represents and warrants that this Agreement has been properly authorized by the Borough of Manasquan Board of Education and that the signer below is authorized to execute this Agreement. Lessee further represents and warrants that the payment of Rent in accordance with this Agreement has been authorized and approved by the Board of Education and sufficient funds are available

to pay the Rent.

19. **Cancellation of unnecessary ice time:** In the event Lessee finds it necessary to cancel any of the Rental Periods, the Lessee shall give the Lessor twenty (20) working days prior notice in writing of intent to cancel. In the event the Lessor sells the cancelled Ice time to another party at the same or greater hourly rate specified in Paragraph 4 above, the Lessee shall no longer be liable for payment for same. If the Ice time is sold at a rate below that set forth in Paragraph 4 above, or cannot be sold, the Lessee shall pay the difference between the Paragraph 4 rate and the resold rate, or the Paragraph 4 rate, as applicable. Lessor shall make commercially reasonable efforts to resell any cancelled ice time.

IN WITNESS HEREOF, the parties have hereunto set their hand on the day and year first above written.

ATHLETIC COMMUNITY TEAM, LLC.  
d/b/a Jersey Shore Arena

BOARD OF EDUCATION OF THE  
BOROUGH OF MANASQUAN

\_\_\_\_\_  
Fred Bryant GM , JSA

\_\_\_\_\_  
Board President

Attest: \_\_\_\_\_

\_\_\_\_\_  
Lynn Coates BA/BS

### SCHEDULE A - REVISED

#### November 9 - 13

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15 to 7:30	1.25
Thursday - Off	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	4.5

#### November 16 - 20

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	5

#### November 23 - 27

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	5

#### October 30 - December 4

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday - No Practice - Away Game	0
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	4

#### December 7 to 11

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	5

#### December 14 to 18

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	5

**December 21 to 25**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - No Practice	0
Friday - No Practice	<u>0</u>
	4

**December 28 to January 1**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Practice 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday - Practice Time 3:30pm to 4:30pm	<u>1</u>
	5

**January 4 to 8**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Away Game	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	5

**January 11 to 15**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday - Game Away	0
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	4

**January 18 to 22**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday - Game Away	1 ****
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Tuesday - Game Away	<u>0</u>
	4

**January 25 to 29**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday - Away Game	<u>0</u>
	4

**February 1 to 5**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Game Away	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	5

**February 8 to 12**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Home Game 6:15pm to 8:00pm	1.75
Thursday - Off	0
Friday - Game Away	<u>0</u>
	4

**February 15 to 19**

Monday Practice Time 3:30pm to 4:45pm	1.25
Tuesday Practice Time 4:25pm to 5:25pm	1
Wednesday - Game Away	0
Thursday - Game Away	0
Friday Practice Time 3:30pm to 4:30pm	<u>1</u>
	3.25

**February 23 to 27**

Monday Practice Time 3:45pm to 5:00pm	0
Tuesday Practice Time 4:30pm to 5:45pm	0
Wednesday - No Practice	0
Thursday Practice Time 3:45pm to 5:00pm	0
Friday Practice Time 3:45pm to 5:00pm	<u>0</u>
	0

66.75 Hours

\$ 350.00

\$ 23,362.50

22.25 Games

44.50 Practice

66.75

**DRAFT**

The Manasquan Board of Education invites applications from interested school board attorneys to provide legal services as per the following:

**Request for Proposal  
School District Legal Services**

The Manasquan Public School District has an annual budget of approximately \$25 million and is a Pre-K through 12 district located in southern Monmouth County, NJ. There are 2 school buildings and a staff of about 217 serving approximately 1650 students.

**Award of Services**

The Board of Education may award one or more contracts for legal services. It is anticipated that the appointment will commence January 1, 2016 through December 31, 2016. Appointment may be renewed for subsequent years.

**Description of Services**

The selected attorney(s) will provide legal services including, but not limited to the following.

1. Legal counsel and advice to the Board and Administration
2. Timely advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of twenty-four hours when an inquiry is made by the Board or the Administration.
3. Written legal opinions upon request.
4. Initiate and/or defend lawsuits as necessary and at the direction of the Board
5. Prepare all necessary legal documents.
6. Attend meetings of the Board or its committees or third parties upon request.
7. Work cooperatively with general legal counsel and legal counsels of insurance companies, consortiums, or other collectives with whom the Board may be affiliated.
8. Represent the school district in special education judicial and/or administrative proceedings within the specific service area in which the district or any of its board members, administrators, or agents may be a party or have an interest.
9. Provide written, timely notification to the Board of changes in education school law or state regulations including court and administrative decisions that might impact upon the operation of the school district.
10. Conduct in-service programs on specified legal issues for appropriate staff members upon request, including anti-bullying, sexual harassment and other civil rights or labor and employment issues, special education, or other matters.
11. Review contracts, provide procurement and bidding advice, provide advice concerning Open Public Meetings Law and Open Public Records Act, provide advice on labor and employment matters, and provide no litigation certificates for financing, and other matters as necessary.
12. Fulfill other legal duties as are commonly accepted and assigned.



## **DRAFT**

### **Specific Service Areas**

- A. Counsel Services to be provided upon request:
1. Review special education issues upon request and provide guidance to Board of Education and Administration.
  2. Represent the district in mediation.
  3. Represent the district at all stages of due process beyond mediation including administrative law, commissioner, state board and court proceedings.
  4. Serve as the district's liaison to the legal representatives/advocates of parents.
  5. Review special education contracts.
  6. Serve as the district's labor consultant and lead negotiator as needed.

### **Selection Criteria**

The Board of Education will evaluate proposals using the following criteria:

1. Experience with New Jersey public school districts.
2. Availability of staff to meet the legal services needs of the district.
3. Recommendations from current public school clients. (form provided for contacts)
4. Fee proposal. (form provided)
5. Interviews may be conducted with selected firms.

### **Proposal**

Each firm is required to submit the following information in its proposal:

1. A list of all current New Jersey public school clients and length of service to each. Please identify the grade levels of each school district and an approximate student count. Please note special education experience.
2. A list of all New Jersey public school clients that have terminated services in the past two years.
3. Background information on the attorney/attorneys to be assigned to the Manasquan Board of Education.
4. Proposed fee structure. Please provide proposed fees for the initial twelve month period and two subsequent years.
5. Non-Collusion Affidavit
6. Stockholders Statement
7. Mandatory Affirmative Action Language Statement
8. Affirmative Action Questionnaire
9. ADA Compliance Statement
10. C.271 Political Contribution Disclosure Form
11. Certificate of Employee Information Report issued by the NJ Department of Treasury for Affirmative Action purposes.
12. NJ Business Registration Certificate.
13. Disclosure of Investment Activities in Iran

**DRAFT**

14. Acknowledgement of Addenda (if applicable)  
Information beyond the minimum requirements may also be submitted.

**All proposals are to be submitted in writing and received no later than Friday, November 13, 2015 at 12:00 noon.**

**Proposals are to be submitted to:**

Lynn Coates, School Business Administrator/Board Secretary  
Manasquan Board of Education  
169 Broad Street  
Manasquan, NJ 08736

**Contact Information  
Public School Client Recommendation List**

Law Firm or Attorney: \_\_\_\_\_

1. School District: \_\_\_\_\_

Grade Organization: \_\_\_\_\_ # of Students: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

1. School District: \_\_\_\_\_

Grade Organization: \_\_\_\_\_ # of Students: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

2. School District: \_\_\_\_\_

Grade Organization: \_\_\_\_\_ # of Students: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. School District: \_\_\_\_\_

Grade Organization: \_\_\_\_\_ # of Students: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**DRAFT**

**FEE STRUCTURE  
Legal Services  
From January 1, 2016 to December 30, 2016**

**Law firm or Attorney:** \_\_\_\_\_

Please provide the hourly rate for services in each of the following categories:

**PARTNER RATE:**

Legal Services \_\_\_\_\_

Court Time \_\_\_\_\_

Other (specify) \_\_\_\_\_

Please provide the hourly rate for the services of the following personnel:

Paralegals \_\_\_\_\_

Associates \_\_\_\_\_

If an annual retainer or employment by the district is proposed, please describe how it is to be structured and/or applied:

---

---

---

---

---

**DRAFT**

**FEE STRUCTURE**  
**Legal Services**  
**From January 1, 2017 to December 30, 2017**

**Law Firm or Attorney:** \_\_\_\_\_

Please provide the hourly rate for services in each of the following categories:

**PARTNER RATE:**

Legal Services \_\_\_\_\_

Court Time \_\_\_\_\_

Other (specify) \_\_\_\_\_

Please provide the hourly rate for the services of the following personnel:

Paralegals \_\_\_\_\_

Associates \_\_\_\_\_

If an annual retainer or employment by the district is proposed, please describe how it is to be structured and/or applied:

---

---

---

---

---

**DRAFT**

**FEE STRUCTURE  
Legal Services  
From January 1, 2018 to December 30, 2018**

**Law Firm or Attorney:** \_\_\_\_\_

Please provide the hourly rate for services in each of the following categories:

**PARTNER RATE:**

Legal Services \_\_\_\_\_

Court Time \_\_\_\_\_

Other (specify) \_\_\_\_\_

Please provide the hourly rate for the services of the following personnel:

Paralegals \_\_\_\_\_

Associates \_\_\_\_\_

If an annual retainer or employment by the district is proposed, please describe how it is to be structured and/or applied:

---

---

---

---

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

I \_\_\_\_\_ of the City of \_\_\_\_\_ in the County  
of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn  
according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ and Bidder making the  
proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said  
Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken  
any action in restraint of free, competitive bidding in connection with the above named project; and that all  
statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the  
School District relies upon the truth of the statements contained in said Proposal and in the statements contained in  
this affidavit in awarding the contract for the said project.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2014

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

---

*STOCKHOLDERS STATEMENT*

In accordance with New Jersey Statutes Title 52:25-24.2, all corporate and partnership Bidders for State, county, municipal or school district contracts are required to submit a list of the names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of their corporate stockholders or in the case of a partnership, the names and addresses of those partners owning a 10% or greater interest therein.

**NAME**

**ADDRESS**


\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**

## EXHIBIT A

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE** **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of the contract, the Bidder as 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff 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 non-discrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, 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 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act (ADA).

The contractor or subcontractor agrees to attempt in good faith to 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 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 determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation 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.

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the 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.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



To be completed and signed below

Return With Bid

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**Bid Date:** \_\_\_\_\_

This form is to be completed and returned with the bid. However, the School District will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- A. If yes, a Photostat copy of said approval shall be submitted to the School District within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

\_\_\_\_\_ YES \_\_\_\_\_ NO

- A. If yes, a copy of the New Jersey State Certificate shall be submitted to the School District within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, New Jersey 08625. A copy shall be submitted to the School District within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm: \_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **Date** \_\_\_\_\_

## AMERICANS WITH DISABILITIES ACT

### Equal Opportunity For Individuals With Disabilities

The Bidder and The Board of Education of the Township of Livingston in the County of Essex (the "School District") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing an aid, benefit, or service on behalf of the School District pursuant to this Contract, the Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Bidder shall defend the School District in any action or administrative proceedings commenced pursuant to this Act. The Bidder shall indemnify, protect, and save harmless the School District, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Bidder shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the School District's grievance procedure, the Bidder agrees to abide by any decision of the School District which is rendered pursuant to said grievance procedure. If any action or administrative proceedings results in an award of damage against the School District or if the School District incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Bidder shall satisfy and discharge the same at its own expense.

The School District shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Bidder along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the School District or any of its agents, servants and/or employees, the School District shall expeditiously forward or have forwarded to the Bidder every demand, complaint, notice, summons, pleading or other process received by the School District or its representatives.

It is expressly agreed and understood that any approval by the School District of the services provided by the Bidder pursuant to this contract will not relieve the Bidder of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the School District pursuant to this paragraph.

It is further agreed and understood that the School District assumes no obligation to indemnify or save harmless the Bidder, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Bidder expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Bidder's obligations assumed in this Agreement, nor shall they be construed to relive the Bidder from any liability, nor preclude the School District from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

---

BIDDER

---

SIGNATURE

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
-----------	--------------	-------

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

## EXHIBIT B

### NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

---

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

All Bidders must be registered with the State of New Jersey and the School District must either have a copy, or the Bidder must include a New Jersey Business Registration Certificate with the Bidder's submission, or the successful Bidder must supply a copy of the New Jersey Business Registration Certificate prior to the award by the School District. If a Bidder submits a bid and the School District does not have a copy of the Bidder's certificate on file, or a copy is not included in the bid submission package, or the Bidder does not supply the certificate prior to the award, the submitted bid will not be considered for award.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Vendor Name and Address: \_\_\_\_\_

## CERTIFICATION

7

## Acknowledgement of Addenda

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ No Addenda Received

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**MANASQUAN BOARD OF EDUCATION  
169 BROAD STREET  
MANASQUAN, NJ  
08736**

**DRAFT**

**REQUEST FOR PROPOSAL**

**A. PURPOSE:**

The Manasquan Board of Education is seeking proposals from qualified respondents as follows:

**Board of Education Bond Counsel**

**B. SCOPE OF SERVICE:**

The Board of Education desires to appoint an attorney or firm who will be the primary legal representative of the Board of Education in all matters relating to the issuance of bonds and bond anticipation notes of the Board. Applicant should demonstrate knowledge of municipal bond and finance law. Any experience or knowledge of matters that directly affect the Board of Education should be addressed.

**C. QUALIFICATIONS AND REQUIREMENTS OF RESPONDENTS:**

- I. Solicitor's firm shall have three or more licensed professionals on staff whose major focus and work has been and remains providing professional services to and advising public entities.
2. The firm shall have at least ten (10) years' experience in representing public entities.
3. The firm shall designate one professional within the firm who will be assigned to represent the interest of the School District. This individual shall have been admitted and/or licensed in his/her profession and be in good standing.
4. The firm and individuals assigned to work with the School District shall be well versed in all aspects of the School District's operations.

**D. CONTRACT PERIOD:**

The term of contract for Request for Education Bond Solicitor shall be from January 1, 2015 – December 31, 2016.

**E. COORDINATION OF ACTIVITIES:**

All activities for this contract will be coordinated through the Administrative Office of the Manasquan Board of Education and addressed to Lynn Coates, School Business Administrator/Board Secretary, 732.528.8803, lcoates@manasquanboe.org.



**F. PRESENTATION PACKAGE- Submit the RFP Response**

The Manasquan Board of Education seeks from all participating respondents information that will assist the district in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP.

The following shall be included in the presentation package:

1. Transmittal Letter -Proposal

Each respondent shall submit a transmittal letter with the RFP that identifies the person submitting the proposal and includes a commitment by that person to provide the service required by the Manasquan Board of Education.

2. Description of Services

All respondents should list all services to be rendered with their explanation in detail of how the services will be provided. Respondents, by submitting a proposal, acknowledge that they fully understand the scope of work, activity, and service.

3. Qualifications – Relevant Experience

All respondents shall submit evidence and documentation highlighting qualifications and experience they have that will assist the district in the evaluation and selection process.

4. Fee Proposal

All respondents are to submit a fee proposal that compliments the service that is being requested. If the district requests an hourly, daily, weekly, rate or per case, per evaluation rate, or even a lump sum rate, then the fee proposal submitted by the respondent must be the same.

5. Letter of Transmittal

The letter of transmittal is to be addressed and mailed to:

Lynn Coates  
School Business Administrator/Board Secretary  
Manasquan Board of Education  
169 Broad Street  
Manasquan, NJ 08736

**Reminder: The Letter of Transmittal and the Presentation Package are to be submitted with the RFP package.**

**G. SUBMISSION OF RFP PACKAGE:**

All RFP Proposal Packages, including the Letter of Transmittal and the Presentation Package are to be addressed to:

Lynn Coates  
School Business Administrator/Board Secretary  
Manasquan Board of Education  
169 Broad Street  
Manasquan, NJ 08736

Respondents are to include:

- One original **RFP** Package with original signature
- One copy of the RFP Package.

**H. SUBMISSION DEADLINE:**

The deadline to submit all **RFP** Packages is FRIDAY, NOVEMBER 13, 2015 at 12:00 noon

**I. EVALUATION OF PROPOSALS:**

A committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the Request for Proposal. Committee members will be identified in the final report submitted to the board.

**J. AWARD OF CONTRACT:**

It is the intention of the Board of Education to award the contract to the respondent based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices.

**K. AUTHORIZATION TO WORK:**

No service shall be rendered unless the successful respondent receives an approved purchase order authorizing the respondent to render the service.

**L. DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL:**

- Affirmative Action Questionnaire
- Stockholders Disclosure Statement
- Vendor Questionnaire/Certification
- Disclosure of Investment Activities in Iran
- New Jersey Business Registration Certificate
- Chapter 271 Political Contribution Disclosure Form
- Non-Collusion Affidavit
- Americans With Disabilities Act
- Acknowledgement of Addenda
- W-9

**M. CONTRACTS:**

Upon notification of award of contract by the Manasquan Board of Education, the successful respondent shall sign and execute a formal contract agreement with the Board of Education.

The successful respondent shall sign and execute said contract and return it together with documents required by the district such as but not limited to:

- Professional Liability Certificate;
- Criminal History Background evidence;
- Other required documents as may be outlined in the proposal specifications.

**N. AFFIRMATIVE ACTION REQUIREMENTS:**

Each respondent 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:

- I. Appropriate evidence that the respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- 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) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

**O. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:42-44 as amended by P.L. 2004- Chapter 57, all respondents shall submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the proposal package may be cause for the rejection of the entire proposal.

**Goods and Services**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; and 3) during the term of this contract, the contractor and its affiliates shall collect, remit and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292.

**P. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not resolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

**Q. FALSE MATERIAL REPRESENTATION - N.J.S.A. 2C:21-34-97(b)**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

**R. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT-PAY TO PLAY**

A business entity as defined by law is advised of its 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. 2005 Chapter 271 Section 3) If the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

Pursuant to N.J.A.C. 6A:23A-6-3 (a1-4) please note the following:

Award of Contract -Reportable Contributions-N.J.A.C. 6A:23A-6.3 (a2)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient

under P.L. 1973, c83 (codified as N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one year period."

Contributions During Term of Contract- Prohibited- N.J.A.C. 6A:23A-6.3

(a2,3) "Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A.

19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form- Required- N.J.A.C. 6A:23A-6-3

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6a:23a-6.3 (A2) Award of Contract.

**S. INTERPRETATIONS AND ADDENDA**

No interpretation of the meaning of the specifications will be made to any Respondent orally. Every request for such interpretation should be made in writing to the Purchasing Agent and must be received at least ten (10) days prior to the date fixed for the opening of Proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18a:18A-21 to the respondents by certified mail or certified fax no later than seven (7) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of Proposals. All addenda so issued shall become part of the contract document.

**T. SUBCONTRACTING: ASSIGNMENT OF CONTRACT**

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

Phone Number (    ) \_\_\_\_\_ Extension. \_\_\_\_\_

Fax No. (    ) \_\_\_\_\_ E-Mail. \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

**Agent's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

All proposals must be received no later than Friday, November 13, 2015 at 12:00 noon

All proposals are to be sent to:

Lynn Coates, School Business Administrator/Board Secretary  
169 Broad Street  
Manasquan, NJ 08736  
Phone # 732.528.8803 – Fax # 732.223.7422

Proposal documents may be faxed to the district, however, an original copy must be mailed to the above address.

## AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. \_\_\_\_\_ Yes                      No

If yes, a copy of said approval must be submitted to the Manasquan Board of Education within seven (7) working days of the notice of intent to award the contract or signing of the contract.

2. Our company has a New Jersey State Certificate of Employee Information Report                      Yes                      No

If yes, a copy of the New Jersey State Certificate of Employee Information report must be submitted to the Manasquan Board of Education within seven (7) working days of the notice of intent to award the contract or signing of the contract.

3. If you answered NO to both questions above, an Affirmative Action Employee Information Report (AA-302) will be mailed to you. You must complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy must be submitted to the Manasquan Board of Education within seven (7) working days of the notice of intent to award the contract or signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE** **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of the contract, the Bidder as 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff 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 non-discrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, 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 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act (ADA).

The contractor or subcontractor agrees to attempt in good faith to 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 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 determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation 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.

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the 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.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



## STOCKHOLDER OR PARTNERSHIP DISCLOSURE AFFIDAVIT

In accordance with the Instructions to Bidders and the provisions of Chapter 33, Public Laws of 1977, State of New Jersey, N.J. S. A. 52:25-24.1, the undersigned hereby certifies the following Stockholder or Partnership information as complete and accurate:

### Stockholders or Partners Owning 10% or More of the Company Submitting Bid

_____ Name of Stockholder/Partner	_____ Address
--------------------------------------	------------------

_____ Name of Stockholder/Partner	_____ Address
--------------------------------------	------------------

_____ Name of Stockholder/Partner	_____ Address
--------------------------------------	------------------

_____ Name of Stockholder/Partner	_____ Address
--------------------------------------	------------------

Use other side for other stockholders/partners.

\_\_\_\_ No individual stockholder or partner owns ten percent (10%) or more of this corporation or partnership.

_____ Name of Contractor	_____ Address
-----------------------------	------------------

By: \_\_\_\_\_  
(Print Name and Official Title)

Signature: \_\_\_\_\_

State of \_\_\_\_\_ }

County of \_\_\_\_\_ } SS

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

**THIS FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH BID.**

## ***Vendor Questionnaire/Certification***

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number \_\_\_\_\_  
FAX No. \_\_\_\_\_ E-Mail \_\_\_\_\_  
Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

### References- Work previously done for School Systems in New Jersey

	Name of District	Address	Contact Person/Title	Phone
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

### *Vendor Certification*

#### **Direct/Indirect Interests**

I declare and certify that no member of the Manasquan Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

#### **Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Manasquan Board of Education.

#### **Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) Concerning vendor contributions to school board members.

I certify that I am not an official or employee of the Manasquan Board of Education.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

\_\_\_\_\_  
President or Authorized Agent

# NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NJSDA Contract No: \_\_\_\_\_ Project Description: \_\_\_\_\_

Vendor Name and Address: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25 (codified at N.J.S.A. 52:32-55 et. seq.) (the "Act"), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the New Jersey Schools Development Authority ("NJSDA") must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury ("Treasury") as a person or entity engaging in investment activities in Iran. If the NJSDA finds a person or entity to be in violation of the Act or of the principles which are the subject of the Act, the NJSDA shall take action as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

### CERTIFICATION

County of \_\_\_\_\_ )  
 ) ss  
 )  
State of New Jersey )

I \_\_\_\_\_ certify, pursuant the Act, that the person or entity listed above as "Vendor" for which I am authorized to submit a proposal:

- a) is not identified on the list created and maintained by Treasury pursuant to N.J.S.A. 52:32-57(b); and
- b) has not engaged in investment activities in Iran, as defined by N.J.S.A. 52:32-56(f).

I, \_\_\_\_\_ being duly sworn upon my oath, hereby represent and state under the pains and penalties of perjury, that the foregoing information is true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I and/or my firm am subject to criminal prosecution, and further penalties as described in N.J.S.A. 52:32-59.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public of \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

In the event that the Vendor referenced above is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a **separate detailed, accurate and precise description** of the activities must be provided to the NJSDA under penalty of perjury. Failure to provide such description will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

## EXHIBIT B

### NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

---

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

All Bidders must be registered with the State of New Jersey and the School District must either have a copy, or the Bidder must include a New Jersey Business Registration Certificate with the Bidder's submission, or the successful Bidder must supply a copy of the New Jersey Business Registration Certificate prior to the award by the School District. If a Bidder submits a bid and the School District does not have a copy of the Bidder's certificate on file, or a copy is not included in the bid submission package, or the Bidder does not supply the certificate prior to the award, the submitted bid will not be considered for award.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee•
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

- N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



Required Pursuant To N.J.S.A. 19:44A-20.26

Vendor Name:

10000 4000 2000 0

O



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF MONMOUTH } SS

\_\_\_\_\_  
(Name of Bid/Project)

I, \_\_\_\_\_, of the \_\_\_\_\_ of  
\_\_\_\_\_, in the County of \_\_\_\_\_,

State of \_\_\_\_\_, of full age, being duly sworn according to law on my  
oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
the bidder making the proposal for the above named project; that I executed the said Proposal  
with full authority to do so; that said bidder has not, directly or indirectly, entered into any  
agreement, participated in any collusion, or otherwise taken any action in restraint of free,  
competitive bidding in connection with the above named project; and that all statements  
contained in said Proposal and in this affidavit are true and correct, and made with full  
knowledge that the State of New Jersey relies upon the truth of the statements contained in said  
Proposal and in the statements contained in this affidavit in awarding the contract for said  
project.

I further warrant that no person or selling agency has been employed or retained to solicit or  
secure such contract upon an agreement or understanding for a percentage, commission,  
brokerage or contingent fee, except bona fide employees or bona fide established commercial or

selling agencies maintained by \_\_\_\_\_ in accordance with N.J.S.A  
52:32.15

(Name of Contractor)

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Affiant's Signature)

\_\_\_\_\_  
(Seal) Notary Public of New Jersey

\_\_\_\_\_  
(Print Affiant's

Name) My Commission expires \_\_\_\_\_, 20\_\_\_\_

**THIS FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH BID.**

## AMERICANS WITH DISABILITIES ACT

### Equal Opportunity For Individuals With Disabilities

The Bidder and The Board of Education of the Township of Livingston in the County of Essex (the "School District") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing an aid, benefit, or service on behalf of the School District pursuant to this Contract, the Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Bidder shall defend the School District in any action or administrative proceedings commenced pursuant to this Act. The Bidder shall indemnify, protect, and save harmless the School District, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Bidder shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the School District's grievance procedure, the Bidder agrees to abide by any decision of the School District which is rendered pursuant to said grievance procedure. If any action or administrative proceedings results in an award of damage against the School District or if the School District incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Bidder shall satisfy and discharge the same at its own expense.

The School District shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Bidder along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the School District or any of its agents, servants and/or employees, the School District shall expeditiously forward or have forwarded to the Bidder every demand, complaint, notice, summons, pleading or other process received by the School District or its representatives.

It is expressly agreed and understood that any approval by the School District of the services provided by the Bidder pursuant to this contract will not relieve the Bidder of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the School District pursuant to this paragraph.

It is further agreed and understood that the School District assumes no obligation to indemnify or save harmless the Bidder, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Bidder expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Bidder's obligations assumed in this Agreement, nor shall they be construed to relive the Bidder from any liability, nor preclude the School District from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

---

BIDDER

---

SIGNATURE

## Acknowledgement of Addenda

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ No Addenda Received

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Non-ERISA VOLUME SUBMITTER 403(b) PLAN DOCUMENT FOR PUBLIC SCHOOLS (INCLUDING CHARTER SCHOOLS), COMMUNITY COLLEGES, AND PUBLIC UNIVERSITIES AND COLLEGES SIMPLIFIED ADOPTION AGREEMENT #04001</b>			
The undersigned Employer hereby adopts a section 403(b) plan in the form a Volume Submitter 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.			
<b>EMPLOYER INFORMATION</b>			
1. Employer Name: <u>Manasquan Board of Education</u>			
Address: <u>169 Broad Street</u>			
City: <u>Manasquan</u>	State: <u>NJ</u>	Zip Code: <u>08736</u>	Phone: <u>(732) 528-8803</u>
2. Contact Person: <u>Lynn Coates</u>		Phone: <u>(732) 528-8800</u>	Email: <u>lcoates@manasquanboe.org</u>
3. Employer Identification Number: <u>21-6000233</u>			
4. The Administrator shall be (entity that administers the Plan):			
<input type="checkbox"/> (a) The Employer <input type="checkbox"/> (b) The Employer Jointly with the Vendors <input checked="" type="checkbox"/> (c) A designated Administrator (specify): <u>PenServ Plan Services, Inc.</u>			
<b>PLAN INFORMATION</b>			
5. Sponsor of the 403(b) Volume Submitter Plan: <u>PenServ Plan Services, Inc.</u>			
Address: <u>102 Trade Zone Drive, West Columbia, SC 29170</u>			
Phone: <u>(803) 791-4923</u>		E-mail: <u>team50@penserv.com</u>	
6. Name of Plan: <u>Manasquan Board of Education 403(b) Plan</u>			
7. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:			
		Initial Effective Date	Amendment/Restatement Effective Date
<input type="checkbox"/> (a)	Establish a new 403(b) plan	_____	N/A
<input checked="" type="checkbox"/> (b)	Restate a 403(b) plan previously adopted by the Employer	<u>January 1, 1990</u>	<u>October 31, 2015</u>
<input type="checkbox"/> (c)	Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: _____)	_____	_____
8. The Plan shall accept the following contribution types (check all that apply and complete the corresponding section(s) of the Adoption Agreement, if applicable):			
<input checked="" type="checkbox"/> (a) Pre-Tax Elective Deferrals		<input checked="" type="checkbox"/> (b) Post-Tax Roth Elective Deferrals	
<input type="checkbox"/> (c) Employer Contributions		<input checked="" type="checkbox"/> (d) Plan-to-Plan Transfers	
<b>ELIGIBILITY AND PARTICIPATION - ELECTIVE DEFERRALS</b>			
9. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b)):			
<input checked="" type="checkbox"/> (a) All Employees of the Employer			
<input type="checkbox"/> (b) All Employees of the Employer except the following category(ies):			
<input type="checkbox"/> (1) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(c) of the internal revenue code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall be eligible to participate in the Plan.			

<input type="checkbox"/> (2) Employees who are eligible to make Elective Deferrals under another plan, including an eligible deferred compensation plan within the meaning of section 457 of the Code; a 401(k) qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer.				
10. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the: <input checked="" type="checkbox"/> (a) regular Pre-tax Elective Deferral Account <input type="checkbox"/> (b) Roth Elective Account <b>Default Provision (a)</b>				
<b>DISTRIBUTION PROVISIONS</b>				
11. Pursuant to the underlying Individual Agreements, the following benefit payments are permitted (check all that apply):				
	Yes	No	Elective Deferrals	Employer Contributions
(a) Financial Hardship Distributions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Loans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Plan-to-Plan transfers to another Employer Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Rollover Contributions may be distributed at any time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	N/A
<b>EMPLOYER CONTRIBUTIONS</b>				
12. Employer Contributions: <input checked="" type="checkbox"/> (a) shall not be made <input type="checkbox"/> (b) shall be made.				
13. If 12(b) above is checked, Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.				
<b>OVERRIDING LANGUAGE FOR MULTIPLE PLANS</b>				
14. If the Employer maintains or ever maintained another defined contribution plan in which any Participant in this Plan is (or was) a Participant or could become a Participant, the Employer must complete this section.  If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a master or prototype plan:  <input checked="" type="checkbox"/> (a) The provisions of Section 5.01 of Article V will apply as if the other plan were a master or prototype 403(b) plan; or <input type="checkbox"/> (b) Provide the method under which the plans will limit total annual additions to the maximum permissible amount, and will properly reduce any excess amounts, in a manner that precludes employer discretion: _____.				
<b>RELiance ON ADVISORY LETTER AND ACKNOWLEDGEMENTS</b>				
15. Reliance and Acknowledgements: <ul style="list-style-type: none"> <li>This Adoption Agreement may be used only in conjunction with basic Plan Document #04.</li> <li>The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.</li> <li>The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement.</li> <li>Failure to properly complete this Adoption Agreement may result in loss of favorable tax treatment for the Plan. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan.</li> <li>The Employer may rely on the Advisory Letter issued for the approved specimen plan, except to the extent that the Employer's Plan is not identical to the approved specimen plan, disregarding any differences attributable solely to the Employer's choices of options provided under the specimen plan.</li> </ul>				
<b>AUTHORIZED SIGNATURE AND CERTIFICATION</b>				
16. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that: <ul style="list-style-type: none"> <li>The Employer is an educational organization described in section 170(b)(1)(A)(ii); and</li> </ul>				

<ul style="list-style-type: none"> <li>For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code.</li> </ul>	
Name of Employer: <u>Manasquan Board of Education</u>	
Signature of Employer:	Date: _____
Name of Signer: _____	Title: _____
PLAN DEFAULTS FOR Non-ERISA VOLUME SUBMITTER 403(b) PLAN #04001	
1. The Plan Year shall be the calendar year.	
2. The Limitation Year shall be the calendar year.	
3. The Valuation Date shall be the date or dates specified by the Employer and communicated to the Administrator. If not communicated by the Employer then the Valuation Date means each business day of the Plan Year.	
4. Compensation for any Participant shall be the section 415 definition as described in section 2.14 of the Plan. In computing a Participant's Compensation, no exclusions shall be made. The Determination Period for Compensation shall be the Plan Year. For purposes of allocating Employer Contributions, Compensation shall include amounts paid prior to a Participant's Entry Date. The Allocation Period for Contributions shall be determined on a per-pay basis.	
5. Notwithstanding the Employees exempted in item 9 of the Adoption Agreement, the following Employees shall not be eligible under the Plan to make Elective Deferrals: (a) Non-resident aliens described in section 410(b) (3)(C) of the Code who receive no earned income from the Employer which constitutes income from sources within the U.S.; and (b) Employees who are students performing services described in section 3121(b)(10) of the Code.	
6. If item 9(b)(1) is selected in the Adoption Agreement, to determine whether the Employee is eligible under the Plan in subsequent years, the initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with the anniversary of the Employee's employment commencement date. After the initial 12-month eligibility period beginning on the date of hire, if the employee worked 1,000 hours, then they will become eligible on the Entry Date, and will be eligible for each year thereafter regardless of whether they work 1,000 hours or less in any subsequent year.	
7. The Entry Date of a Participant with respect to Elective Deferrals and Employer Contributions, if applicable, shall be the first day of the month after satisfying the eligibility requirements.	
8. Elective Deferrals are permitted up to the maximum permitted under section 402(g) and 415 of the Code. Each Participant shall have an effective opportunity to make or change and election to make Elective Deferrals (including Designated Roth Contributions) at least once each Plan Year.	
9. (a) The Plan will accept a Direct Rollover and a Participant Contribution of an Eligible Rollover Distribution from: <ul style="list-style-type: none"> <li>(1) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions;</li> <li>(2) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions;</li> <li>(3) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.</li> </ul> (b) The Plan will accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income. (c) This Plan shall not permit in-plan-Roth rollovers.	
10. If an eligible Employee fails to make an affirmative election not to participate in the Plan with respect to Elective Deferrals, an Eligible Automatic Contribution Arrangement (EACA) will not apply.	
11. Age 50 catch up contributions are permitted.	
12. The 15 years of service catch up limitation shall be available to participants only for the 2008 tax year. Thereafter, the 15 years of service catch up contribution limit shall be unavailable to participants under the Plan.	
13. Post-Employment Employer contributions shall not apply.	
14. Exchanges are permitted as outlined in the Administrative Appendix.	

15. Pursuant to the underlying Individual Agreements, distributions at age 59 ½ are permitted.
16. Pursuant to the underlying Individual Agreements, transfers to a State Retirement Plan to purchase service credits are permitted.
17. Vesting for all contributions under the Plan shall be full and immediate.
18. The Required Beginning Date of a Participant with respect to this Plan is the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires. The waiver for 2009 Required Minimum Distributions was subject to Participant choice. If no election was made, the default was to discontinue the 2009 Required Minimum Distribution.
19. Investments shall be determined pursuant to the Plan Vendor Attachment section in the Administrative Appendix.
20. Forms of benefit payments shall be made pursuant to the Individual Agreements as elected by the Participant and/or Beneficiary (e.g. single sum, periodic, etc.).

RESTATEMENT EFFECTIVE DATES ADDENDUM	
Note: If this plan is not a restatement of any existing Plan, this item does not apply.	
GENERAL RESTATEMENT EFFECTIVE DATES	
Provision	Effective Date
<input checked="" type="checkbox"/> (a) The eligibility requirements under Plan Defaults	October 31, 2015
<input type="checkbox"/> (b) The Employer contribution provisions under Plan Defaults	_____
<input type="checkbox"/> (c) The Vesting Formula under Plan Defaults	_____
<input type="checkbox"/> (d) In-Service Distributions under Plan Defaults	_____
<input type="checkbox"/> (e) Definition of Required Beginning Date under Plan Defaults	_____
<input type="checkbox"/> (f) Enter Provision and Item Number, if applicable _____	_____
<input type="checkbox"/> (g) Enter Provision and Item Number, if applicable _____	_____
<input type="checkbox"/> (h) Enter Provision and Item Number, if applicable _____	_____
<input type="checkbox"/> (i) Enter Provision and Item Number, if applicable _____	_____
<input type="checkbox"/> (j) Enter Provision and Item Number, if applicable _____	_____
Note: The effective date(s) above may not be earlier than 1/1/2010 and not later than the last day of the Plan Year in which the Adoption Agreement is signed.	
GRANDFATHERED PROVISIONS	
<input type="checkbox"/> If this box is checked, the following provisions from a prior plan are incorporated into the provisions of this Plan (List all that apply). (Caution – the Employer should seek the advice of a competent tax advisor or legal counsel prior to completing this section.)	
_____	
_____	
_____	

**ADMINISTRATIVE APPENDIX****Non-ERISA 403(b)  
FOR PUBLIC SCHOOLS****PART A: RESPONSIBILITIES**

The following checklist outlines responsibilities associated with the Plan and the entity obligated to each item. If there is an item without an assignment of responsibility, such item becomes the duty of the Employer as the sponsor of the plan.

		TPA	Vendor(s)	Employer	Other	N/A
<b>I. PLAN FINANCIAL REPORTING</b>						
1.	Review and verify accuracy of Spark File or other Data Sharing Information and notify Vendor of errors. (This includes an annual audit to make sure that all amounts and sourcing did get credited to the proper participant in the Plan.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>II. ENROLLMENT OF PARTICIPANTS</b>						
2.	If applicable, provide Employee census information prior to each entry date to determine eligibility	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
3.	Evaluate eligibility to determine who enters the plan on each entry date	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
4.	Provide enrollment forms to eligible employee (for deferral elections, investment elections, and beneficiary designations)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
5.	Provide mandatory notices at enrollment for Universal Availability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
6.	Provide other required notices at enrollment, such as "deemed" control group (owning outside business).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
7.	Verify deferral percentage for new participants	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
8.	Analyze eligibility service and vesting service to be credited to rehired employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
9.	If Plan does not provide for full and immediate vesting, determine forfeitures that must be restored for rehired participants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
10.	If certain types of compensation is excluded, evaluate compensation types for participant and ensure that deferrals are being removed from all relevant compensation types (check exclusions, e.g., stipends, coaching bonuses, club sponsorships)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>



**ADMINISTRATIVE APPENDIX**
**NONERISA 403(b)  
FOR PUBLIC SCHOOLS**

		TPA	Vendor(s)	Employer	Other	N/A
11.	Confirm that proposed deferrals do not exceed plan defined limits or legal maximums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
12.	Verify entry and commencement of deferrals for new participants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
13.	Provide completed enrollment forms to Vendor (Agent)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
14.	Maintain copies of deferral and investment elections and all changes made	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
15.	Collect and maintain copies of beneficiary designations and changes to same	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
16.	If Plan does not provide for full and immediate vesting, determine initial vesting computation period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>III. CONTRIBUTION DETERMINATION</b>						
17.	Identify census parameters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
18.	Provide census information to determine contribution limits, vesting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
19.	If Employees are not immediately eligible, determine employees eligible to participate in each type of contribution allocation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
20.	Verify type of contributions made (pre-tax deferral, Roth, employer, rollovers, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
21.	If compensation is excluded, determine includible compensation for participant for each type of contribution, if different	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
22.	Determine amount of each type of employer contribution for each participant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
23.	If Plan accepts Employer contributions, determine amount of true-up matching contribution at year end (if any)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
24.	If Plan accepts Employer contributions, verify that matching contributions do not exceed plan defined limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
25.	If Plan accepts Employer contributions, determine maximum contribution under IRC §415 and verify that contributions do not exceed that limit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>

**ADMINISTRATIVE APPENDIX**
**NONERISA 403(b)  
FOR PUBLIC SCHOOLS**

		TPA	Vendor(s)	Employer	Other	N/A
26.	Determine and maintain records of separate accounting for all types of contributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>IV. VESTING AND FORFEITURES</b>						
27.	Determine and maintain records of vesting service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
28.	Determine and maintain records of vested percent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
29.	Determine timing of forfeiture from a participant's account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
30.	Determine use of forfeiture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
31.	Determine amount to be contributed based on use of forfeitures to reduce employer contribution (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>V. OTHER ALLOCATIONS</b>						
32.	Allocate investment gains/losses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
33.	Allocate contribution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>VI. ANNUAL COMPLIANCE LIMITATIONS</b>						
34.	Prepare annual Universal Availability Notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
35.	Deliver annual Universal Availability Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
36.	Monitor statutory limits – Annual 415 limit, Compensation §401(a)(17), Elective Deferrals §402(g), Age 50 Catch-up §414(v), 15 year Catch-up	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
37.	Determine if additional plans must be aggregated with this Plan for overall limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>VII. ELECTIVE DEFERRALS</b>						
38.	Process and verify deferral elections each payroll period to ensure proper deferral by participant, including deferral changes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
39.	Reconcile deferral changes made between payrolls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
40.	Provide annual mandatory notices (Universal Availability, Automatic Enrollment, Other _____) (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**ADMINISTRATIVE APPENDIX**
**NONERISA 403(b)  
FOR PUBLIC SCHOOLS**

		TPA	Vendor(s)	Employer	Other	N/A
41.	If Universal Availability failed, determine amount to be contributed with lost earnings. Amounts are contributed as earmarked as a QNEC (employer contribution). Amend plan to accept QNECs if necessary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
42.	Ensure deposits of salary deferrals are made to Vendor within required timeframe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
<b>VIII. DISTRIBUTIONS OF BENEFITS</b>						
43.	Prepare and maintain distribution notices and elections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
44.	Provide distribution forms to participant, including 402(f) notice for rollover information	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
45.	Review distribution forms to see if fully completed and signed by appropriate parties	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
46.	Evaluate eligibility to receive a distribution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
47.	Authorize distributions and other transactions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
48.	Confirm vested interest on termination of employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
49.	Determine amount to be distributed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
50.	If Plan permits Roth Deferrals, determine basis in Roth Distributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
51.	If Plan permits Roth Deferrals, determine and maintain beginning date for Roth qualification period	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
52.	If Plan permits Roth Deferrals, determine whether Roth distribution is qualified	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
53.	Proper Income tax withholding deposit made and IRS reporting on Form 945	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
54.	Form 1099R provided to participant and IRS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
55.	Determine cash-out amounts for the year (e.g., accounts for terminated participants with less than \$1,000 value). Only available for Group Annuities or Group Custodial Agreements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**ADMINISTRATIVE APPENDIX**
**NONERISA 403(b)  
FOR PUBLIC SCHOOLS**

		TPA	Vendor(s)	Employer	Other	N/A
56.	If elected under the Plan, determine amounts to be moved to an automatic IRA rollover (e.g., amounts for terminated participants with \$1,000 to \$5,000 in value)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
57.	If permitted under the Plan, evaluate eligibility for hardship distribution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
58.	If permitted under the Plan, notify of ceasing deferrals for 6 months, confirm that deferrals have ceased, solicit new deferral form after 6 months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
59.	Evaluate proposed QDRO to determine if it qualifies as such	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
60.	Communicate to participant/former spouse regarding QDRO receipt (and provide copy of QDRO Policy) and QDRO determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
61.	Segregate account and initiate distribution to Alternate Payee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
62.	Authorize and verify requirements for Exchanges, 403b Transfers and Transfers to State DB Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**IX. PARTICIPANT LOAN, IF AVAILABLE**

63.	Provide copy of loan procedure/policies to participants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
64.	Prepare and retain loan documents (e.g., promissory note, etc.) for each participant loan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
65.	Determine maximum amount that may be borrowed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
66.	Provide Loan Request Forms to participants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
67.	Confirm proper completion of loan application	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
68.	Approve loan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
69.	Verify that proper loan payment procedures are in place	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
70.	Determine defaulted and offset loans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
71.	Prepare Form 1099R on defaulted loan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

# ADMINISTRATIVE APPENDIX

## NONERISA 403(b) FOR PUBLIC SCHOOLS

		TPA	Vendor(s)	Employer	Other	N/A
<b>X. MISCELLANEOUS</b>						
72.	Identify participants required to take a Required Minimum Distribution (RMD), including terminated employees, beneficiaries	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
73.	Provide timely notice of RMD requirement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
74.	Determine minimum distribution amount	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
75.	Annually review of all Vendor documents including distribution forms, custodial agreements, annuity contracts, withholding notices and elections, etc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>XI. PLAN QUALIFICATION</b>						
76.	Prepare Plan document	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
77.	Prepare Amendments, Required and optional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
78.	Prepare written procedures/policies, where applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**PART B: PLAN VENDOR SCHEDULE**

This Schedule may be amended from time to time and must be completed and executed by the Employer. Complete multiple pages if necessary.

Please note the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be \$\_\_\_\_\_ (*the default shall be \$0*).
- Exchanges will be permitted between all Approved Vendors in section I and from Deselected Vendors in section II unless otherwise restricted. Please specify any restrictions here: \_\_\_\_\_.
- Transfers are permitted at any time unless restricted as follows: \_\_\_\_\_.

**I. LIST OF APPROVED VENDORS**

These Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Deselected Vendors.

Name of Vendor	Address	Contact Person	Phone and Email
Mass Mutual			
AXA Equitable			
PenServ American Funds - R3		Patrick Kenny	(732) 528-4800 Ext. 250
Lincoln Investments		Michael Maffei	(609) 929-0250

**II. LIST OF DESELECTED VENDORS**

Exchanges will be permitted from section II Vendors to section I Vendors. However, section II Vendors may not receive Exchanges and Transfers and the assets are not available for Participant Loans and Hardship Distributions unless other procedures apply; specify: \_\_\_\_\_.

Name of Vendor	Address	Contact Person	Phone and Email
Fidelity Investments			
Merrill Lynch Wealth Management			

Employer Name: **Manasquan Board of Education**

## ADMINISTRATIVE APPENDIX

## NONERISA 403(b) FOR PUBLIC SCHOOLS

Effective Date of Plan Vendor Schedule: ☐ Immediate; or ☒ on October 15, 2015.

Note: The Plan Vendor Schedule is no longer a part of the 403(b) Plan document. Employers may therefore change the investment providers without completing a new Adoption Agreement.

**COMPARISON OF MANASQUAN HIGH SCHOOL  
RECORD BOOK AND BANK RECONCILIATION  
FOR THE MONTH ENDING SEPTEMBER, 2015**

	RECORD BOOK ACCOUNT	BANK CHECKING ACCOUNT
BALANCE FORWARD	\$ 177,007.16	
Plus Receipts:	\$ 32,893.41	
Less Expenditures:	\$ (10,597.38)	
Total		
<b><u>TOTAL FUNDS AVAILABLE:</u></b>	<b><u>\$ 199,303.19</u></b>	
<b>Balance in Checking Account End of SEPTEMBER, 2015</b>		
First Union-Commercial Checking		\$ 209,966.57
CK#26305 CASHED FOR 85.00 INSTEAD OF 81.00		\$ (10,667.38) 4.00
Less Outstanding Checks: Accounts Payable		
<b><u>TOTAL FUNDS AVAILABLE:</u></b>		<b><u>\$ 199,303.19</u></b>



# Manasquan Board of Education

## Balance Sheet For Fund 95

September 2015

va\_bal01.3 033108  
09/01/2015

GL Account #	Description	Balance
95-101- -	CASH IN BANK	\$199,303.19
<b>TOTAL CURRENT ASSETS</b>		<b>\$199,303.19</b>
<b>FIXED ASSETS</b>		
<b>TOTAL FIXED ASSETS</b>		<b>\$0.00</b>
<b>BUDGETING ACCOUNTS/OTHER DEBITS</b>		
<b>TOTAL BUDGETING ACCOUNTS/OTHER DEBITS</b>		<b>\$0.00</b>
<b>TOTAL ASSETS AND BUDGETING ACCOUNTS</b>		<b>\$199,303.19</b>
<b>CURRENT LIABILITIES</b>		
95-451-HS-100	ART	(\$801.39)
95-451-HS-105	AMNESTY INTERNATIONAL	(\$715.27)
95-451-HS-110	ATHLETIC ASSOCIATION	(\$111.50)
95-451-HS-111	ATHLETIC-OFFICIAL	(\$7,791.58)
95-451-HS-112	ATHLETIC-WORKERS	(\$441.01)
95-451-HS-114	ACADEMY OF INF. TECH	(\$1,364.87)
95-451-HS-115	ACADEMY OF FINANCE	(\$14,788.27)
95-451-HS-117	AP	(\$1,199.75)
95-451-HS-125	BOYS BASKETBALL	(\$158.84)
95-451-HS-126	BOYS & GIRLS BOWLIN	(\$419.00)
95-451-HS-130	BLUE & GRAY	(\$1,691.43)
95-451-HS-135	BASEBALL	(\$8.54)
95-451-HS-140	CHEERLEADERS	(\$258.71)
95-451-HS-145	FCCLA	(\$361.07)
95-451-HS-150	CHORUS	(\$949.81)
95-451-HS-152	CLASS OF 2015	(\$4,002.75)
95-451-HS-205	CLIPPER	(\$691.05)
95-451-HS-210	CLEARING ACCOUNT	(\$738.00)
95-451-HS-215	CROSS COUNTRY	(\$1.35)
95-451-HS-216	CLASS OF 2016	(\$5,658.19)
95-451-HS-217	CLASS OF 2017	(\$6,469.33)
95-451-HS-218	CLASS OF 2018	(\$1,004.30)
95-451-HS-230	DECA	(\$0.72)
95-451-HS-235	DEBATE TEAM	(\$148.05)
95-451-HS-240	DRAMA	(\$1,539.58)
95-451-HS-241	ENVIRONMENTAL CLUB	(\$1,401.27)
95-451-HS-245	FELLOWSHIP OF	(\$715.94)
95-451-HS-250	FIELD HOCKEY	(\$52.70)
95-451-HS-260	FOOTBALL	(\$53.03)
95-451-HS-270	FRENCH	(\$1,874.42)
95-451-HS-280	FBLA	(\$1,465.68)
95-451-HS-285	FUTURE TEACHER	(\$430.51)
95-451-HS-319	GENERAL ACCOUNT	(\$1,116.89)

# Manasquan Board of Education

## Balance Sheet For Fund 95

September 2015

va\_bal01.3 033108

09/01/2015

GL Account #	Description	Balance
95-451-HS-322	GIRLS SOCCER	(\$2,416.51)
95-451-HS-323	GYMNASTICS	(\$268.89)
95-451-HS-325	HEALTH CAREERS CLUB	(\$734.11)
95-451-HS-330	HONOR SOCIETY	(\$1,270.32)
95-451-HS-331	HISTORY HONORS	(\$294.33)
95-451-HS-332	HURRICANE SANDY DISASTER RELIE	(\$602.11)
95-451-HS-340	INTEREST	(\$17.58)
95-451-HS-343	ICE HOCKEY	(\$118.43)
95-451-HS-350	KEY CLUB	(\$7,163.02)
95-451-HS-360	LACROSS - BOYS	(\$109.82)
95-451-HS-361	LACROSS - GIRLS	(\$38.47)
95-451-HS-370	LIBRARY	(\$41.89)
95-451-HS-371	LIFE IS GOOD	(\$8,926.90)
95-451-HS-375	MODEL UN	(\$51.08)
95-451-HS-376	SQUANATHON	(\$24,563.13)
95-451-HS-380	PING PONG CLUB	(\$64.58)
95-451-HS-381	PSAT	(\$2,980.48)
95-451-HS-382	PEER LEADERSHIP	(\$109.67)
95-451-HS-390	RECORDING STUDIO	(\$6.88)
95-451-HS-392	RUTGERS HEALTH CAREERS ACADEMY	(\$366.25)
95-451-HS-395	SOAR	(\$425.70)
95-451-HS-399	SPRING TRACK	(\$297.24)
95-451-HS-400	SPANISH	(\$1,387.72)
95-451-HS-401	YEARBOOK	(\$30,432.81)
95-451-HS-402	SPANISH/FRENCH HONOR	(\$580.59)
95-451-HS-410	STUDENT COUNCIL	(\$2,642.87)
95-451-HS-411	STUDENT ALLIANCE	(\$225.22)
95-451-HS-415	TENNIS CLUB	(\$7.92)
95-451-HS-430	WINTER TRACK	(\$4.33)
95-451-HS-799	SOFTBALL	(\$529.70)
95-451-HS-800	P/Y CLASSES	(\$51,363.49)
95-451-HS-901	AG SCHNEIDER	(\$1,246.60)
95-451-HS-902	VENDOR DONATION	(\$1,589.75)

### TOTAL CURRENT LIABILITIES

(\$199,303.19)

### LONG TERM LIABILITIES

### TOTAL LONG TERM LIABILITIES

\$0.00

### BUDGETING ACCOUNTS

### TOTAL BUDGETING ACCOUNTS/OTHER CREDITS

\$0.00

### FUND EQUITY

### TOTAL FUND BALANCE

\$0.00

### TOTAL LIABILITIES AND FUND BALANCE

(\$199,303.19)