

The regular meeting of the Camden's Promise Charter School Board of Trustees, County of Camden, State of New Jersey, was held on the above date via Virtual Meeting (Zoom Platform) on November 6, 2020 at 12:06pm.

Members present: Mr. Loyola, Ms. Hinson, Ms. Nieves, Ms. Lombardo and Ms. Figueroa (in 12:11pm)

Members absent: Ms. Maldonado

Also present: Dr. Conway, Ms. Baughn, Mr. Helmbrecht

The pledge to the flag was led by Ms. Lombardo

The meeting opened at 12:06pm at which time the following was stated: "The New Jersey Open Public Meetings Law was enacted to ensure the rights of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Camden's Promise Charter School Board of Trustees has caused notice of this meeting to be published by having the date, time, and place thereof posted on the door of the Camden Promise Charter School and in the Courier Post. "

### **Virtual Board Meeting**

Virtual  
Meeting

The Board may conduct a meeting utilizing technology that will enable a meeting to occur without the physical presence of Board Members, Administration and/or public, utilizing video conferencing, electronic devices or other similar technology. A virtual Board meeting will only be used in emergent situation that requires school building and offices to be closed. The decision to conduct a virtual board meeting will be made by the Superintendent and Business Administrator. All votes taken by Board members participating via electronic devices at such meetings shall be valid and binding, and shall not be considered "proxy voting".

Virtual Board meeting will offer the opportunity to have member of the public address the Board during the public comments section of the meeting.

Virtual participation in Executive Session shall be limited, and only used in emergent situations and upon satisfactory assurances that any discussion shall be and remain confidential.

Unanimously Approved.

### **CHIEF SCHOOL ADMINISTRATOR'S REPORT**

#### **Business and Facility**

Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees approve

Special  
Education  
Settlement

BE IT RESOLVED THAT, upon the recommendation of counsel, that a Settlement Agreement between M.B. and J.B o/b/o I.B. and Camden Promise Charter School, which was being litigated in the Office of Administrative Law (Agency Docket 2020-31344; OAL Docket EDS 3932-20), be approved to resolve pending litigation, in accordance with the terms and conditions set forth in the confidential settlement agreement.

BE IT FURTHER RESOLVED, that the Board authorizes Ms. Hocko's prior execution of the appropriate settlement documents, closing the case. (See Confidential Exhibit) (See Pages 12367-12374)

Unanimously Approved

Stipulation of  
Settlement

Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees approve the Stipulation of Settlement Agreement for L.B. (See Pages 12375-12377)

Unanimously approved

NJISL

Motion by Ms. Nieves and seconded by Ms. Figueroa that the Board of Trustees approve the New Jersey Interscholastic Swim League proposal. (See Pages 12378-12381)

Unanimously Approved

Shared Services  
Contract

Motion by Ms. Hinson and seconded by Ms. Figueroa that the Board of Trustee accept the shared services contract for special ed services with Creativity CoLaboratory Charter School. (See Pages 12382-12383)

Unanimously Approved

### **Personnel**

Action Against  
Certification

Motion by Mr. Loyola and seconded by Ms. Hinson that the Board of Trustees accept the action against the certification as attached. (See Pages 12384-12386)

Unanimously Approved

Stipends

Motion by Ms. Hinson and seconded by Ms. Figueroa that the Board of Trustees approve the following stipend allocations as presented.

a. Nurse Cuevas	\$5,000	CDC liaison and head nurse
b. Ms. Hocko	\$10,000	shared services CST
c. CST members	\$50/hour	shared services

Unanimously Approved

Adjournment

Motion by Mr. Loyola and seconded by Ms. Figueroa that the Board of Trustees adjourn at 12:47pm.

Unanimously Approved

M.B. and J.B., o/b/o I.B.,  <div style="text-align: center;">Petitioners</div> vs.  MAGNOLIA BOE, CAMDEN'S PROMISE CHARTER SCHOOL, and Y.A.L.E. WEST,  <div style="text-align: center;">Respondents</div>	NEW JERSEY OFFICE OF ADMINISTRATIVE LAW  Agency Reference No. 2020-31344 Docket No. EDS 03932-20  <b>SETTLEMENT AGREEMENT  AND RELEASE</b>
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*WHEREAS*, the student, I.B., is of compulsory school age, and has been deemed eligible for Special Education and related services; and

*WHEREAS*, a dispute arose between the parent of I.B., on behalf of I.B., and the Respondent, Camden's Promise Charter School (hereinafter "District" or "Board" or "Respondent") regarding compensatory education to I.B. for past years; and

*WHEREAS*, M.B. and J.B., the parents of I.B. (hereinafter "Petitioners") filed a Petition for Due Process dated March 1, 2020 to which the Respondent, filed an answer; and

*WHEREAS*, the Petitioners and Respondent, have negotiated in good faith and have a desire to settle this matter in an amicable way and acknowledging that all other parties to the litigation have previously settled.

*NOW, THEREFORE, BE IT RESOLVED*, that the parties hereby agree as follows:

1. Within thirty (30) days of the date of Respondent's Board approval of this Agreement, Respondent, shall pay the Law Firm of Jamie Epstein (hereinafter "Law Firm") the sum of Thirty Three Thousand Seven Hundred Ninety One Dollars (\$33,791.00) of which, per instructions from Petitioners, Twenty Thousand Dollars (\$20,000.00) shall be retained by the Law Firm for legal services rendered to Petitioners' related to their claims against Respondent, and

Thirteen Thousand Seven Hundred Ninety One Dollars (\$13,791.00) shall be distributed by said Law Firm to the \_\_\_\_\_, in trust for \_\_\_\_\_ Account (Trust Account). \_\_\_\_\_ may only use said Trust Account funds to pay educationally related expenses of \_\_\_\_\_.

(a) Petitioners shall provide the Respondent with an accounting of funds paid out of the Educational Trust Account on January 1 of each year until no funds remain in the Trust Account. The accounting of funds shall consist of providing Respondent a copy of the past year's bank statements with brief descriptions of the nature of the spending;

(b) The Respondent shall have no liability or responsibility for Petitioners' choices of providers or use of funds as they pertain to monies held in the Trust;

2. This Agreement, upon being approved on the record by Administrative Law Judge \_\_\_\_\_ and incorporated into a Final Decision shall close the case of M.B. and J.B., o/b/o I.B., Petitioners, vs. MAGNOLIA BOROUGH BOARD OF EDUCATION, CAMDEN PROMISE CHARTER SCHOOL, and Y.A.L.E. WEST, Respondents, Agency Reference No. 2020-31344, Docket No. EDS 03932-20. Petitioners fully agree to take any additional action that may be necessary to ensure the dismissal/withdrawal with prejudice of the aforementioned litigation and/or Due Process Petition.

3. In consideration of the above, Petitioners, individually and on behalf of I.B., hereby fully and completely release the District, its members, officers, administrators, agents, servants, employees, or assigns from any and all educational claims they have or may have accrued against the District, under any law, regulation, or legal theory, and including, without

limitation, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), § 705(8), the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.*, 29 U.S.C. § 794(a), 42 U.S.C. § 1983, 42 U.S.C. § 1988, 29 U.S.C. § 705(20), the Individuals with Disabilities In Education Act ("IDEA"), 20 U.S.C. § 1400, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12132, *et seq.*, the Rehabilitation Act of 1973, 20 U.S.C. § 7801, Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132, *et seq.*, N.J.A.C. 6A:14-1.1, *et seq.*, N.J.A.C. 6A:14-3.7, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 621, *et seq.*, all as amended, any statutes of New Jersey including but not limited to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.*, or any other claims which have been or could have been asserted by I.B. or Petitioners on behalf of I.B. in any forum arising out of or connected with I.B.'s education by the District to include any time I.B. spent at an out of district placement, including but not limited to, claims for attorney's and other professional fees and costs, reimbursement related to any unilateral and/or out-of-district placement for I.B., whether known or unknown, or to the extent permitted by applicable law through the date of the agreement. The Parties further agree by way of specific example, but without limitation, to waive their right to institute any actions against the District relating to educational claims such as, administrative actions, civil actions, complaint investigations, or OCR investigations. The District hereby waives any all claims it may have had against Petitioners up until the date the The District's Board formally approves this Agreement by Resolution.

4. The Petitioners further agree, jointly and severally, to indemnify and hold forever harmless the District, its members, officers, employees, administrators, agents, servants, and assigns from and against any and all educational claims, complaints, suits, demands, costs, expenses, evaluations, or legal fees other listed than above, penalties, losses, damages,

judgments, challenges, or liabilities of any kind, successful or unsuccessful, brought or made by anyone, including I.B. or anyone acting on behalf of I.B., at any time subsequent to the effective date of this Agreement, and in any judicial or administrative court, tribunal, or other forum, in connection with or in any way related to the duties and responsibilities of the District toward I.B., including but not limited to, claims or actions arising under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400 et seq., N.J.S.A. 18A:46-1 et seq., or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. § 300.1 et seq., N.J.A.C. 6A:14-1 et seq., claims or actions arising under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. § 104.1 et seq., claims or actions for compensatory education, claims or actions arising under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, or any federal administrative regulations promulgated thereunder, 34 C.F.R. § 99 et seq., claims or actions arising under the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., claims or actions arising under the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1 et seq., claims or actions arising under the Anti-Bullying Bill of Rights Act ("ABBRA"), N.J.S.A. 18A:37-13 et seq., claims or actions arising under Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 et seq., claims or actions arising under 42 U.S.C. § 1983, or any other educational claims or actions whether brought pursuant to statute, common law, or otherwise, through the date of the agreement, as long as the District fulfills its obligation in accordance with the terms of this Agreement. However, Petitioners' right to bring any claims alleging the District violated the terms of this Agreement after Petitioners signed this Agreement are exempt from any waiver or release.

5. The Parties have reached this compromise to avoid the expense, inconvenience, and potential acrimony of a due process hearing under the special education laws. It is understood that the execution of this Agreement does not constitute an admission by the District that it has failed to provide I.B. with a free and appropriate public education for the relevant time period or any other period of time. The District specifically disclaims any liability to I.B. except as set forth in this Agreement.

6. The Petitioners agree that the terms of this Agreement shall remain strictly confidential to the fullest extent permitted by law, and they shall not share or communicate the terms of same with any other individual, unless enforcement of same is sought by either party in a court of law. The agreement may be shared with therapists, potential out of district schools, professionals, or state agencies. In the event that this term is violated, all responsibility of the District shall be void.

7. The foregoing shall constitute the full and complete settlement regarding any and all claims of whatever nature that Petitioners knew or should have known that they may have against Respondent, up through and including the date of execution of this Agreement. As a material part of this Agreement, M.B. and J.B., individually and on behalf of I.B., specifically release and waive all rights and claims of whatever nature in relation to I.B.'s education, including, but not limited to, any additional educational services or related services, for the consideration contained herein for any previous school years to include extended school year and times when I.B. was educated outside of the District. The foregoing shall constitute the full and complete settlement regarding any and all claims of whatever nature that Petitioners and Respondents knew or should have known that they may have had against the other up through and including the date of execution

of this Agreement.

8. The disclosure of this Settlement Agreement and all of its terms are covered by all applicable State and Federal laws.

9. Each party shall be responsible for bearing the costs of their own attorney's fees and costs other than what has been described in the preceding paragraphs of this Agreement. It is further agreed that for the purposes of this Settlement Agreement, neither party is considered the "prevailing party" for any purpose.

10. This Settlement Agreement represents the entire Agreement between the parties, superseding and rescinding all prior or contemporary Agreements or understandings between the parties, and will not be modified in whole or in part except by mutual subsequent written and signed Agreement.

11. This Agreement is dispositive of all issues in dispute between the Parties hereto, and is intended to constitute a final resolution of the dispute between the Parties as of the date the Board approves this Agreement by Resolution and Petitioners sign this Agreement.

12. The District's financial obligation, as set forth herein, shall represent the total and maximum financial responsibility of the Board toward I.B. from the beginning of time through the date of the Agreement.

13. It is acknowledged that this Settlement Agreement has been entered into freely, willingly and voluntarily without duress or coercion and with the opportunity to consult with counsel of each party's choosing and option.



DATED: 10/2/2020

Melinda Heche  
Child Study Team Director  
*ON BEHALF OF:*  
*CAMDEN'S PROMISE CHARTER SCHOOL,*  
*Respondent*


IN WITNESS WHEREOF, the parties have signed this Settlement Agreement, or caused their representatives to sign this Settlement Agreement, on the date set forth below:

DATED: 10-01-2020



M.B. o/b/o I.B., Petitioner

DATED: 10-01-2020



J.B. o/b/o I.B., Petitioner

File No. 30242-0001

Law Offices  
 PARKER McCAY, P.A.  
 Emily E. Strawbridge, Esquire  
 New Jersey I.D. No. 240352017  
 9000 Midlantic Drive, Suite 300  
 P.O. Box 5054  
 Mount Laurel, New Jersey 08054-5054  
 (856) 596-8900  
 Attorneys for Plaintiff Camden's Promise Charter School

CAMDEN'S PROMISE CHARTER  
 SCHOOL BOARD OF TRUSTEES,

Plaintiffs,

v.

LANA BENNETT,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
 CAMDEN COUNTY LAW DIVISION-  
 SPECIAL CIVIL PART

DOCKET NO.: CAM-DC-002555-20

**STIPULATION OF SETTLEMENT**

**WHEREAS**, on or about March 2, 2020, the Camden's Promise Charter School Board of Trustees (hereinafter "Plaintiffs") filed a Complaint in the Superior Court of New Jersey, Camden County Law Division, Special Civil Part, seeking damages against Lana Bennett (hereinafter "Defendant"); and

**WHEREAS**, on or about October 27, 2020, the above parties appeared before the Superior Court of New Jersey, Camden County Law Division, Special Civil Part, for a trial on that dispute; and

**WHEREAS**, the parties desire to settle this matter in an amicable way, they hereby stipulate and agree as follows:

1. Defendant, Lana Benneit (herein after "Defendant") hereby agrees to make payment in the amount of \$1,000 to the Plaintiff, Camden's Promise Charter School (herein after "Plaintiffs") for damages arising from repair costs incurred through Defendant backing a school bus into a light pole.
2. Payment of the \$1,000 shall be made by Defendant, through twenty (20) payments of \$50.00, with payment beginning on December 1, 2020, and to be made on the first of each month thereafter.
3. Payment shall be made by Defendant in the form of certified check, cashier's check or money order only.
4. Defendant shall deliver payment to:


The Camden's Promise Charter Schools  
879 Beideman Ave.  
Camden, NJ 08105.
5. Should Defendant fail to deliver payment on time, in compliance with all terms set forth in this agreement, Plaintiff shall be entitled to enter Judgement against Defendant in the amount of \$2,500, less any amounts already paid by Defendant.
6. Upon execution of this agreement, Defendant agrees to withdraw all pending motions made before the Court, including Defendant's pending motion for fees made under New Jersey Court Rule 1:4-8.
7. This Agreement is dispositive of all issues in dispute between the parties hereto, and is intended to constitute a final resolution of the dispute between the parties.
8. Defendant, Lana Bennett acknowledges that she has read and understands the terms of this Agreement, that she has had the opportunity to have the Agreement reviewed

by counsel, and that she is entering into this Agreement knowingly, freely and voluntarily, without coercion and not under the influence of anyone or anything.

IN WITNESS HEREOF, the parties have set their hands this 27 day of October 2020.


PLAINTIFF,

Date: 10/27/20

  
Michelle Baughn  
Business Administrator/Board Secretary  
Camden's Promise Charter Schools  
Board of Trustees

DEFENDANT,

Date: 11-13-20

  
Lana Bennett

4844-9062-2416, v. 1



# Cherry Hill PUBLIC SCHOOLS



Dawn Hoffman  
Administrative Assistant,  
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(856) 424-2222 Ext 2530

Mr. Michael Beirao  
Director of Athletics  
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Crystal Wilkins  
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(856) 663-8006 Ext. 1732

To: Robert Grochal, Director of Athletics Camden Academy Charter High School  
From: Mike Beirao, President South Jersey Interscholastic Swim League  
Date: 10/26/2020  
Subject: SJISL Pool Usage Proposal

The South Jersey Interscholastic Swim League is comprised of 38 Boys, Girls , and Co-Ed high school swim teams from Camden, Burlington, and Gloucester Counties. SJISL provides over 1,000 swimmers from South Jersey the opportunity to achieve a high standard of competitive swimming among member schools, while creating a wholesome atmosphere which will provide a solitary influence on the physical, mental and moral growth of each competitor. We were devastated by the decision by Camden County Vocational School to not offer winter athletics and close their pool for the winter. Without a pool to host meets, it is likely that there will not be a High School Swim Season for the SJISL.

After meeting with Robert Grochal, Athletic Director and Bill Helmbrecht, Assistant Superintendent on Friday 10/23 the SJISL is formally requesting to rent the pool at Camden Academy Charter School located at 250 Federal Street, Camden, NJ 08015.

SJISL will do the following:

- Strictly adhere to the NJDOH and NJSIAA Guidelines and Protocols for holding indoor competitions. (Link Below)
  - [https://nj.gov/health/cd/documents/topics/NCOV/COVID\\_GuidanceForSportsActivities.pdf](https://nj.gov/health/cd/documents/topics/NCOV/COVID_GuidanceForSportsActivities.pdf)
- Provide a schedule to be approved by the Athletic Director at Camden Academy Charter by November 15th
  - Swim Meets for the regular season will begin on 12/21/20 and end on 2/3/21.
  - Teams may wish to schedule playoff meets during the two week period of 2/4/21 -2/13/21
  - Meet Schedule will utilize the following format:  
Monday -Friday - 2 Events, 5:30pm & 7:00pm  
Saturday - 5 Events, 10:30am, 12pm, 1:30pm, 3pm, 4:30om

Department of Athletics  
Malberg Administration Building  
45 Ranoldo Terrace, P.O. Box 5015  
Cherry Hill, NJ 08034-0391



# Cherry Hill

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- The rental rate for each swim event will be \$300. This will be paid by the SJISL at the conclusion of each month.
  - Maximum number of meets is 70 League Meets & 24 Playoff Meets
  - 70 Meets @ \$300 per meet = \$21,000
    - Camden Academy must provide Life Guard and Event Supervisor
    - SJISL will cover all officiating costs
- SJISL will have a "No Spectator Policy" for all swim meets at Camden Academy Charter.
- All swim teams will travel with essential swimmers, team manager, and coaching staff
- SJISL will pay Bob Queruben of Pentagon Pool & Concrete Services as additional support to monitor the water quality of the pool to account for the increase in pool usage
- SJISL will provide 6 lanes of electronic timing touch pads for usage throughout the 2020-2021 season

**Department of Athletics**  
**Malberg Administration Building**  
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SJISLs will strictly follow the Camden Academy Charter directives for swim meets, listed below

Teams will be provided a map that outlines where teams should be dropped off, enter the building, and exit the building. The steps below provide a detailed description of the procedures that are to be followed by all teams swimming at Camden Academy Charter.

- 1) Teams should be dropped off outside of Door "A". This entrance is located on 3rd street (see map). The buses can then park in the parking lot noted on the map.
- 2) Once inside Door "A," teams will make their first available "right turn" and go through the double doors, down the hall until they reach the pool area.
- 3) Students will not be allowed to use the locker rooms for anything other than using the bathroom.
- 4) Students will not be allowed access to anywhere other than the pool area, locker room bathroom, and entrance/exit hallway.
- 5) At the conclusion of the meet, students will towel off, put clothes on over top of suit, and exit the building.
- 6) Students will exit and board bus the same way they entered.
- 7) Students will travel while maintaining a distance of six feet from any person while indoors.
- 8) Students will wear a mask while entering/exiting the building, using the bathroom, and on pool deck when not in the water.
- 9) Teams will exit one at a time.
- 10) The teams scheduled for the second meet may not enter the building and remain on their bus until all team members from the first meet have exited and boarded their respective buses.

**Department of Athletics**  
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**45 Ranoldo Terrace, P.O. Box 5015**  
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*Cherry Hill*  
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Cherry Hill, NJ 08034-0391

Camden's Promise Charter School  
Memorandum of Understanding  
Child Study Team Services

**Creativity CoLaboratory Charter School Board of Education**

**FOR THE SCHOOL YEAR 2020-2021**

That the Creativity CoLaboratory Charter School Board of Education will contract with the Camden's Promise Charter School to provide the following services to the Creativity CoLaboratory Charter School Board of Education for the school months of September through June for the school year 2020-2021. Any services required during the summer months are outside the scope of this contract and will be billed at an additional fee per the current service rate schedule.

**General Requirements:**

**Child Study Team members will:**

- A. Be employees of Camden's Promise Charter School
- B. Have an apportioned time commitment to the local school district
- C. Participate in annual reviews
- D. Participate in the identification/initial evaluation-planning meeting
- E. Participate in evaluation of students
- F. Participate in the determination of eligibility
- G. Participate in high school transition planning meetings
- H. Monitor the provision of appropriate related services as indicated for students with disabilities

**Child Study Team Members will:**

- A. Coordinate the development, monitoring, and evaluation of the I.E.P.
- B. Facilitate communication between home and school
- C. Coordinate the annual review and reevaluation process
- D. Ensure written notice and copies of all required special education forms are provided to parents and placed in central file when secretarial services are provided
- E. Conduct manifestation determinations as needed
- F. Develop and monitor behavior intervention plans
- G. Determine whether or not a series of suspensions constitutes a change in placement

**The Case Manager will:**

- A. Be knowledgeable about the student's educational needs and program
- B. Be knowledgeable about special education procedures and procedural safeguards
- C. Have an apportioned amount of time for case management responsibilities
- D. Be responsible for transition planning
- E. Contact administration with respect to special education and at-risk students

**Administrative responsibilities for special education programs:**

- A. Attend monthly county CSCS meetings
  - B. Provide training and updates on special education code topics
  - C. Develop/monitor IDEA application
  - D. Assist with (ADR) IDEA count
  - E. Assist with ASSA count (Fall count)
  - F. Provide input for county special education directory
  - G. Develop procedures for special education compliance
  - H. Develop IDEA Final Report
  - I. Assist with End of Year Report
  - J. Due Process lead person
  - K. Complaint investigation lead person
  - L. Special Education monitoring lead person
  - M. Monitor district special education plan and revises as needed
  - N. Monitor special education programs and services
- A. Creativity CoLaboratory Charter School Charter School agrees not to hire, in any capacity, an assigned Child Study Team member(s) affiliated with Camden's Promise Charter School during the terms of the agreement and for a period of one (1) year following termination of said affiliation with Camden's Promise Charter School for any reason.
- B. The total fee for these services for the 2020-2021 school year is
- C. Payment from Creativity CoLaboratory Board of Education for these services is \$54,000 as follows:
- a.  $\frac{1}{4}$  of total paid by September                      \$13,500
  - b.  $\frac{1}{4}$  of total paid by November                      \$13,500
  - c.  $\frac{1}{4}$  of total paid by February                      \$13,500
  - d. Balance paid by May                      \$13,500
- D. Additional services may be added to this contract as negotiated in the future.

\_\_\_\_\_  
Camden's Promise Charter School

\_\_\_\_\_  
Creativity CoLaboratory Charter School

\_\_\_\_\_  
Zulma Lombardo, Board President

\_\_\_\_\_  
Dan Rowan, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richelle Baughn, Board Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Law Offices of  
PARKER McCAY P.A.**  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054  
Attorneys for Petitioner, Camden's Promise Charter Schools

**IN THE MATTER OF THE  
SUSPENSION OF THE TEACHING  
CERTIFICATE RYAN COLLINS,  
CAMDENS PROMISE CHARTER  
SCHOOLS, CAMDEN COUNTY**

**BEFORE THE COMMISSIONER OF  
EDUCATION OF THE STATE OF  
NEW JERSEY**

**Agency Docket No.**

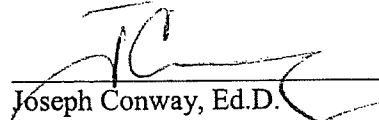
**AFFIDAVIT OF  
JOSEPH CONWAY, Ed.D.**

I, Joseph Conway, make this Affidavit in support of a Petition and Order to Show Cause to have the teaching certificate of Ryan Collins suspended for a period not to exceed one (1) year pursuant to N.J.S.A. 18A:26-10 and N.J.A.C. 6A:9-17.9 and under oath state the following:

1. I am the Superintendent of the Camden's Promise Charter Schools (herein after "Charter Schools") and as such have personal knowledge of the following statements.
2. Ryan Collins was initially employed by the Camden's Promise Charter Schools Board of Trustees on May 23, 2019.
3. The Board of Trustees reappointed Mr. Collins and offered him an employment contract for the 2020-2021 school year, for the position of Health and Physical Education Teacher at the Camden Academy Charter High School, which he accepted.

4. At no time prior to the start of the 2020-2021 school year did Mr. Collins ever notify the Charter Schools or give any indication that he was not intending to return for the entire 2020-2021 school year.
5. The attached letter of resignation dated October 6, 2020 was the first notice that the School District received indicating that Ryan Collins intended to end his employment with the Camden's Promise Charter Schools. Mr. Collins indicated in his letter of resignation that his final day would be October 16, 2020. No other notice was provided and no opportunity to discuss the reasons for his resignation was given to the administration. The only notice the Charter Schools received was the attached resignation letter effective October 16, 2020.
6. Mr. Collins has not reported to work since October 16, 2020.
7. Mr. Collins has given the Charter Schools very little opportunity to find a replacement to fill his vacant position, which is especially difficult given the ongoing COVID-19 Pandemic and short supply of available teaching staff in the State of New Jersey.
8. At no time did the Board of Education consent to Mr. Collins' resignation upon less than 60 days' notice.
9. It is opinion of the undersigned that Ryan Collins knowingly breached his contractual teaching obligation for personal reasons and sacrificed his responsibilities to his students knowingly and without regard to the substantial harm this immediate withdrawal from employment would impose on the students.

I make this Affidavit in support of the Camden's Promise Charter School's Order to Show Cause and aver and affirm that if any statements made herein are knowingly false, I am subject to punishment.

  
Joseph Conway, Ed.D.  
Superintendent of Schools  
Camden's Promise Charter Schools

Sworn and Subscribed to Before Me  
this 30<sup>th</sup> day of October, 2020

  
Notary Public

**WANDA I. ROSARIO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Comm. # 2374784**  
**My Commission Expires 7/16/2023**

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