

**PENNSVILLE PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION MEETING – PUBLIC AGENDA
MAY 31, 2016**

- I. CALL TO ORDER
- II. ROLL CALL
- III. FLAG SALUTE AND MOMENT OF SILENCE
- IV. READING OF THE SUNSHINE LAW STATEMENT
- V. APPROVAL OF THE MINUTES
 - A. April 18, 2016
 - 1. REGULAR SESSION
 - 2. CLOSED SESSION
 - B. April 25, 2016
 - 1. REGULAR SESSION
 - 2. CLOSED SESSION
- VI. COMMUNICATIONS
- VII. SUPERINTENDENT'S REPORT
 - A. Artists of the Month - Jared Williams' Graphic Arts Students
 - B. Gifted and Talented Program – Penn Beach/Mr. Zoppina
 - C. PMHS – Year in Review – Mr. McFarland and Ms. Busillo
 - D. Superintendent's Evaluation/Semi-Annual Report
 - E. Approve Fire and Security Drills – April 2016
 - F. Approve Workshop Reports – April 2016
- VIII. MOTION TO ACCEPT SUPERINTENDENT'S REPORT
- IX. NOTATION OF PUBLIC COMMENTS ON AGENDA ITEMS

The Board President will recognize those individuals in the audience who wish to comment on agenda items. Please respect the following procedure:

 - 1. Be recognized by the Board President
 - 2. State your full name and address
 - 3. Identify the resolution number(s) that you wish to comment on
 - 4. Wait to be recognized before you make your comment (just before the resolution is voted on)
 - 5. Limit your comments to the specific resolution you identified in #3

X. ACTION ITEMS

A. SUPERINTENDENT

- 05-31-[1SP](#) - Approve Summer Work for Child Study Team
- 05-31-[2SP](#) - Approve OT Services Contract – N. Fornito
- 05-31-[3SP](#) - Approve Summer Bridge Speech Services
- 05-31-[4SP](#) - Approve Early Graduation Request
- 05-31-[5SP](#) - Approve Homeless Agreement for 2016-2017
- 05-31-[6SP](#) - Approve Mentoring Fees
- 05-31-[7SP](#) - Employ Social Worker – P. Golboro
- 05-31-[8SP](#) - Approve Sidebar – Pep Band
- 05-31-[9SP](#) - Approve Field Trip
- 05-31-[10SP](#) - Approve Workshop

B. BUSINESS ADMINISTRATOR

- 05-31-[1BA](#) - Approve General Fund Invoices – May 2016
- 05-31-[2BA](#) - Approve Payroll Invoices – April 2016
- 05-31-[3BA](#) - Appoint Secretary of the Board for 2016-2017
- 05-31-[4BA](#) - Appoint IPM Coordinators for 2016-2017
- 05-31-[5BA](#) - Adopt Chart of Accounts for 2016-2017
- 05-31-[6BA](#) - Approved Shared Service Agreement – Sterling HS 2016-17
- 05-31-[7BA](#) - Approve Dual Use of Instructional Space
- 05-31-[8BA](#) - Appoint Treasurer of School Moneys
- 05-31-[9BA](#) - Approve Requisition for Taxes 2016-2017
- 05-31-[10BA](#) - Approve Requisition for Debt Service Taxes
- 05-31-[11BA](#) - Approve Shared Service Agreement – Quinton BOE
- 05-31-[12BA](#) - Approve Transportation Jointure with ECCRHHS
- 05-31-[13BA](#) - WITHDRAWN
- 05-31-[14BA](#) - Approve Food Service Contract for 2016-2017
- 05-31-[15BA](#) - Approve Lunch Prices for 2016-2017
- 05-31-[16BA](#) - Approve Photography Contract for 2016-2017
- 05-31-[17BA](#) - Approve Shared Services Agreement for 2016-2017

XI. NEW BUSINESS

- 05-31-[1NB](#) - Approve Summer Work – HS Counselors
- 05-31-[2NB](#) - Employ Summer Bridge Personnel - Teachers
- 05-31-[3NB](#) - Employ Summer Bridge Personnel – Paraprofessional Aides
- 05-31-[4NB](#) - Approve Field Trips

- 05-31-[5NB](#) - Approve Contract for Speech Services 2016 – 2017
- 05-31-[6NB](#) - Approve Contract for Physical Therapy Services 2016 – 2017
- 05-31-[7NB](#) - Approve Extended School Year Tuition Rate for 2016 – 2017
- 05-31-[8NB](#) - Approve Agreement with Brown and Brown
- 05-31-[9NB](#) - Approve Health and Drug Costs for 2016-2017
- 05-31-[10NB](#) - Approve Contract for COBRA Services
- 05-31-[11NB](#) - Employ Assistant Baseball Coach for 2015 – 2016: J. Hoyt
- 05-31-[12NB](#) - Approve Transfer of Paraprofessional Aide – R. Black
- 05-31-[13NB](#) - Re-employ Non-tenured Teacher for 2015-16
- 05-31-[14NB](#) - Approve Summer Technology Laborers
- 05-31-[15NB](#) - Approve Workshops
- 05-31-[16NB](#) - Accept Donation to Valley Park School
- 05-31-[17NB](#) - Approve Homebound Instruction
- 05-31-[18NB](#) - Approve Summer Bridge Program Nurse
- 05-31-[19NB](#) - Approve Contract – Bayada Nurses
- 05-31-[20NB](#) - Approve Line Item Transfers – March 2016
- 05-31-[21NB](#) - Certify Secretary's Report – March 2016
- 05-31-[22NB](#) - Approve Outgoing Tuition
- 05-31-[23NB](#) - Employ Teacher – E. Altman
- 05-31-[24NB](#) - Re-employ Business Administrator for 2016-2017
- 05-31-[25NB](#) - Accept Transportation Quote
- 05-31-[26NB](#) Employ Teacher – L. Dickson
- 05-31-[27NB](#) Approve Custodial Services Agreement for 2016-2017
- 05-31-[28NB](#) Approve Resolution – State Contract Vendors for 2016-2017
- 05-31-[29NB](#) First Reading – Regulation 5132R: Student Dress Code
- 05-31-[30NB](#) Revise Employment Start Date – K. Sparks
- 05-31-[31NB](#) Employ Teacher – A. Wachowski
- 05-31-[32NB](#) Approve NJSIAA Dues for 2016-2017
- 05-31-[33NB](#) Accept Transportation Jointure-PGCPD (Academy)
- 05-31-[34NB](#) Approve Utility Easement Agreement
- 05-31-[35NB](#) Employ Teacher – M. Entekin
- 05-31-[36NB](#) Approve Substitute
- 05-31-[37NB](#) Approve Zero Period Staff for 2016-2017
- 05-31-[38NB](#) Approve Elementary Choir Personnel for 2016-2017
- 05-31-[39NB](#) Approve Extra-Curricular Related Arts Advisors for 2016-2017
- 05-31-[40NB](#) Approve Learning Center Administrators for 2016 - 2017
- 05-31-[41NB](#) Approve Learning Center Proctors for 2016-2017
- 05-31-[42NB](#) Approve Webmaster for 2016-2017

05-31-[43NB](#) Approve Freshman Class Advisor for 2015-2016
05-31-[44NB](#) Employ Teacher – M. Devlin

XII. SECRETARY’S REPORT

XIII. TREASURER’S FINANCIAL REPORT

XIV. SUPERINTENDENT’S COMMENTS

XV. PRESIDENT’S REPORT/NJSPA UPDATES

XVI. BOARD MEMBER REPORTS

Central Park School	- Mr. Chambers
Penn Beach School	- Mrs. Staffieri-Morris
Valley Park School	- Mr. Lang
Pennsville Middle School	- Mr. Nugent
Pennsville Memorial High School	- Mr. Hassler
Academies	- Mr. Thomas

XVII. PUBLIC COMMENTS

This meeting will now be open to members of the public who wish to speak or make comment on agenda items or a school district issue that may be of concern to the residents of the Township of Pennsville. Pursuant to the Open Public Meetings Act. The Board has set aside a portion of this meeting, the length of which will be announced by the presiding Board Officer prior to the first member of the public being acknowledged, for public comment.

Any person who wishes to speak must wait to speak until they have been recognized by the presiding Board Officer. Out of respect for other members of the public that may wish to speak, the Board requests that each speaker cede the floor to the next members of the public as soon as they have finished making their respective comment(s).

If your questions or comments pertain to litigation, student, or personnel matters, the Board asks that you see the Superintendent after the meeting since the Board does not, pursuant to the Open Public Meetings Act, discuss or respond to these items in public.

In addition, please note that the Board has established a specific grievance process in order to ensure an orderly and prompt response to certain public complaints. The process is set forth in File Code: 1312, “Community Complaints and Inquiries.” A copy of this policy is available at your request in the Office of the Superintendent. In order to best facilitate public complaints, the Board requests that members of the public follow the process set forth in File Code: 1312.

XVIII. CLOSED SESSION

XIX. RECONVENE TO OPEN SESSION

XX. HIB CASES

05-31-[HB1](#) - Affirm Findings and Conclusions of HIB Cases

XXI. ADJOURNMENT

THE FOLLOWING MATERIALS WERE AVAILABLE FOR PUBLIC REVIEW AT THIS MEETING:

1. AGENDA

PLEASE NOTE:

QUESTIONS FREQUENTLY ARISE CONCERNING WHAT AN AGENDA MUST LOOK LIKE. IN COMMON USAGE, AGENDA REFERS TO A LIST OF ITEMS TO BE DISCUSSED AND ACTED UPON, AN OUTLINE OF THINGS TO DO. SINCE THERE IS NOTHING IN THE SUNSHINE LAW TO INDICATE ANY SPECIAL MEANING TO THE WORD AGENDA, THE ATTORNEY GENERAL HAS STATED THAT THE ORDINARY AND UNDERSTOOD MEANING OF THE WORD IS TO BE USED. HE CONCLUDED THAT AGENDA REFERS SOLELY TO THE LIST OF SUBJECT MATTERS TO BE DISCUSSED AND ACTED UPON AT THE NEXT MEETING, AND DOES NOT INCLUDE THE SUPPORTIVE OR EXPLANATORY MATERIALS AND REPORTS. (A.G.F.O. 19.1976)

FIRE/SECURITY DRILL REPORT

VALLEY PARK SCHOOL

April 2016



DATE/TIME OF FIRE DRILL	DURATION OF DRILL	WEATHER CONDITIONS	CONDITIONS		
4/25/16 2:51 p.m.	62 sec	72 degrees Sunny	Fire Alarm control panel		
STAFF: 36 SUBSTITUTES: 1 VISITORS: 0 STUDENTS: 245					
DATE/TIME OF CRISIS DRILL	TYPE OF DRILL	DURATION OF DRILL	WEATHER CONDITIONS	PARTICIPANTS OF DRILL	BRIEF DESCRIPTION OF WHAT WAS DRILLED
4/7/16 10:00 a.m.	Lockdown	9 min.	56 degrees cloudy	Staff Students Substitutes	Protocols and procedures for active shooter
STAFF: 35 SUBSTITUTES: 7 VISITORS: 0 STUDENTS: 251					

Bobbie-Ann R Jordan

Miss Bobbie-Ann Jordan
Principal

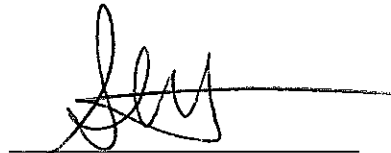
FIRE/SECURITY DRILL REPORT
Central Park Elementary
April 2016

FIRE DRILL

DATE/TIME OF FIRE DRILL	DURATION OF DRILL	WEATHER CONDITIONS	CONDITIONS
4/22/16 - 1:48pm	70 seconds	76 & cloudy	Pull Station end of 2 nd grade hallway
STAFF: 34 SUBSTITUTES: 2 VISITORS: 2 STUDENTS: 273			

SECURITY DRILL

DATE/TIME OF CRISIS DRILL	TYPE OF DRILL	DURATION OF DRILL	WEATHER CONDITIONS	PARTICIPANTS OF DRILL	BRIEF DESCRIPTION OF WHAT WAS DRILLED
4/25/16 12:42pm	Lockdown	4 min	65 & sunny	Students & staff	Lockin
STAFF: 35 SUBSTITUTES: 2 VISITORS: 1 STUDENTS: 268					



Mr. Steve Hindman
Principal

FIRE/SECURITY DRILL REPORT
PENN BEACH SCHOOL
April 2016

FIRE DRILL			
DATE/TIME OF FIRE DRILL	DURATION OF DRILL	WEATHER CONDITIONS	CONDITIONS
4/20/16 9:37AM	55 seconds	Sunny & 56°	5 th Grade Courtyard Pull Station
STAFF: 31 SUBSTITUTES: 5 VISITORS: 1 STUDENTS: 254			

SECURITY DRILL					
DATE/TIME OF CRISIS DRILL	TYPE OF DRILL	DURATION OF DRILL	WEATHER CONDITIONS	PARTICIPANTS OF DRILL	BRIEF DESCRIPTION OF WHAT WAS DRILLED
4/19/16 9:25AM	Bomb Threat	4 minutes 30 seconds	Sunny & 67°	Staff Students	An announcement to go into lock-in was made and staff followed the prescribed crisis plan procedures. Security team members monitored the building to ensure the proper procedures took place. An announcement was made which ended the drill. Security team members then communicated to staff pertinent information regarding the drill procedure.
STAFF: 33 SUBSTITUTES: 4 VISITORS: 5 STUDENTS: 255					

Mark Zoppina

Mr. Mark Zoppina
Principal

FIRE/SECURITY DRILL REPORT
PENNSVILLE MIDDLE SCHOOL
April 2016

FIRE DRILL

DATE/TIME OF FIRE DRILL	DURATION OF DRILL	WEATHER CONDITIONS	CONDITIONS
04/25/2016 1:32:17	1 min., 33 sec 6 min., 30 sec	Partly Cloudy, 75°	Regular Fire Drill
STAFF: 65 SUBSTITUTES: 4 VISITORS: 1 STUDENTS: 397			

SECURITY DRILL

DATE/TIME OF CRISIS DRILL	TYPE OF DRILL	DURATION OF DRILL	WEATHER CONDITIONS	PARTICIPANTS OF DRILL	BRIEF DESCRIPTION OF WHAT WAS DRILLED
4/29/2016 1:40:36	Lock In	4 min, 56 sec	Cloudy, 50°	Staff & students	Lock In procedures with students and staff
STAFF: 60 SUBSTITUTES: 8 VISITORS: 0 STUDENTS: 394					

Sheila R. Burris
 Sheila R. Burris, Principal

FIRE/SECURITY DRILL REPORT

PENNSVILLE MEMORIAL HIGH SCHOOL


April 2016

FIRE DRILL

DATE/TIME OF FIRE DRILL	DURATION OF DRILL	WEATHER CONDITIONS	CONDITIONS
April 25, 2016 12:55-12:57 Schedule A	2 minutes	Sunny, 65°	Normal
STAFF: 81	SUBSTITUTES: 4	VISITORS: 12	STUDENTS: 489

SECURITY DRILL: Lock-In

DATE/TIME OF CRISIS DRILL	TYPE OF DRILL	DURATION OF DRILL	WEATHER CONDITIONS	PARTICIPANTS OF DRILL	BRIEF DESCRIPTION OF WHAT WAS DRILLED
April 29, 2016 1:14-1:19 Schedule A	Lock-In Drill	5 minutes	Overcast, 51°	All Staff, Students, and Administrators	Lock-in drill announced, halls cleared, doors closed and locked according to procedure. Attendance taken.
STAFF 81	SUBSTITUTES: 5	VISITORS: 0	STUDENTS: 474		


 Mr. Matthew D. McFarland
 Principal

WORKSHOP REPORTS – APRIL 2016

DATE	NAME	DESCRIPTION
04/01 – 04/03/16	Plale, Mathew	Society of Professional Journalists Spring Conference
04/05/16	Bobjak, Susan McCullough, Amber Pagden, Cathy	Highly Effective Strategies to Help Struggling Students
04/20/16	Hollis, Shantia Liccardo, Kim Massari, Katelyn McCullough, Amber Pagden, Cathy Spinner, Elisabeth Stewart, Jenifer	Supporting New Teachers
04/22 – 04/24/16	Richman, Candelle	Presidents and the Constitution: Calvin Coolidge
04/27/16	Sennstrom, Marian	Gloucester County ELA Supervisors Meeting
04/28/16	Gibau, Nancy	Spring Conference for Case
04/29/16	Bailey, Shaun Straub, John	Cisco Meraki Minilab
04/29/16	Neff, Christina	Making Best Use of Free Google Tools to Enhance Content Learning

May 31, 2016

- 05-31-[1SP](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the Summer 2016 employment of the following Child Study Team members at their per diem hourly rate:

Rita Bennett (School Psychologist)	15 days/12 summer days (105 hours)
Julie Brown (School Psychologist)	15 days/12 summer days (105 hours)
Susan Burstein (Speech and Language Specialist)	5 days/ 4 summer days (35 hours)
Trudi Dawes (LDT/C)	5 days/ 4 summer days (35 hours)
Jana Golboro (Social Worker)	20 days/16 summer days (140 hours)
Tracey Panas (LDT/C)	25 days/20 summer days (175 hours)

MCB

kag

May 31, 2016

- 05-31-[2SP](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve a contract with Nicole Fornito, Certified School Occupational Therapist, to provide Occupational Therapy services to eligible students at the rate of \$75.00 per hour, not to exceed 50 hours, from July 11, 2016 through August 11, 2016.

MCB

kag

May 31, 2016

- 05-31-[3SP](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve Susan Burstein, Speech and Language Specialist, to provide speech therapy services to eligible students during the Summer Bridge Program from July 11, 2016, to August 11, 2016, at the contractual overtime rate of \$31.15 per hour, not to exceed 50 hours.

MCB

kag

May 31, 2016

- 05-31-[4SP](#)
- On recommendation of the Superintendent and the Committee of the Whole, please move to approve the early graduation request of PMHS student Cody Wurst to graduate at the end of his junior year in 2017 per Board of Education Policy 6146R.

MCB

kag

May 31, 2016

- 05-31-[5SP](#)
- On recommendation of the Superintendent and the Committee of the Whole, please move to approve the attached Salem County School Districts Homeless Student Agreement for 2016-2017:

MCB

kag

SALEM COUNTY SCHOOL DISTRICTS 2016-2017 Homeless Student Agreement

This agreement states that your district would not seek tuition for any resident student, excluding special education students, determined to be homeless in accordance with law from any school district whose participation is indicated below by the signature of the district superintendent.

SALEM COUNTY HOMELESS STUDENT AGREEMENT 2016-2017

My signature below indicates that my district agrees to abide by the homeless agreement reached between all respective school districts not to request a tuition payment from the districts indicated below for any resident student, excluding special education students, determined to be homeless in accordance with law.

Margaret Delia, Superintendent
Quinton Township School District

Thomas Coleman, Superintendent
Woodstown-Piles Grove School District

Zenaida Cobian, Superintendent
Penns Grove-Carney's Point School District

Constance McAllister, Superintendent
Elsinboro Township School District

Phillip Neff, Superintendent
Lower Alloways Creek School District

Kristin Williams, Superintendent
Mannington Township School District

Shari Payson, Superintendent
Oldmans Township School District

Henry Bermann, Superintendent
Pittsgrove Township School District

Michael Brodzik, Superintendent
Pennsville Public School District

Robert Bazzel, Superintendent
Upper Pittsgrove School District

Patrick Michel, Superintendent
Salem City Public School District

Robert Bazzel, Superintendent
Alloway Twp. School District

May 31, 2016

05-31-[6SP](#)

- On recommendation of the Superintendent and the Committee of the Whole, please move to approve payment for the following mentors for the 2015-2016 school year:

TEACHER	MENTOR	% OF YEAR	PAYMENT
Abigail Cicione (part-time)	Susan Conway	40%	\$ 220
Darnell Coleman (alternate route)	Patricia Mulligan	100%	\$1,000
Shantia Hollis	Julie Carpenter	100%	\$ 550
Kim Liccardo	Susan Bobjak	100%	\$ 550
Amber McCullough	Christine Matylewicz	100%	\$ 550
Cathy Pagden	Joan Kelly-Stafford	100%	\$ 550
Mathew Plale (alternate route)	Kevin Lewis	100%	\$1,000
Carmela Spano (partial year)	Jennifer Spears	30%	\$ 165
Elisabeth Spinner (alternate route)	Beth Jackson	100%	\$1,000
Alexa Wachowski (partial year)	Jennifer Spears	80%	\$ 440
Ashley White (partial year)	Colleen Fulmer	60%	\$ 330

MCB

kag

May 31, 2016

05-31-[7SP](#)

- On recommendation of the Superintendent and the Committee of the Whole, please move to employ Peter Golboro as a School Social Worker, pending certification and criminal history clearance, effective July 1, 2016 through June 30, 2017, on Step 1 of the 2016-2-17 Master's Guide at an annual salary of \$49,032.

MCB

kag

May 31, 2016

- 05-31-[8SP](#)
- On recommendation of the Superintendent and the Committee of the Whole, please move to approve the attached Sidebar Agreement between the Pennsville Board of Education and the Pennsville Education Association (PEA) to amend Schedule "C" Extra-Curricular Activities Compensation with additional stipends for the Pep Band Director and Assistant Pep Band Director:
 - \$50 per away or outside events as approved by the Supervisor of Related Arts
 - \$200 per week of band camp, not to exceed two (2) weeks annually

MCB

kag

**SIDEBAR AGREEMENT
BETWEEN
PENNSVILLE EDUCATION ASSOCIATION
AND
PENNSVILLE TOWNSHIP BOARD OF EDUCATION**

The parties agree to the following commencing with the 2016 – 2017 school year:

Schedule "C" Extra-Curricular Activities Compensation will be amended as follows:

- A. Pep Band Director to be compensated with an additional stipend of \$50 per away or outside event (parade, community event, away games, playoffs as approved by the Supervisor of Related Arts) and \$200 per week of band camp, not to exceed two (2) weeks annually. All home football games are included in the regular contractual stipend.
- B. Assistant Pep Band Director to be compensated with an additional stipend of \$50 per away or outside event (parade, community event, away games, playoffs as approved by the Supervisor of Related Arts) and \$200 per week of band camp, not to exceed two (2) weeks annually. All home football games are included in the regular contractual stipend.

All other terms of the existing Collective Bargaining Agreement not modified by this Sidebar Agreement shall remain in full force and effect.

**For the Pennsville Township
Board of Education:**

**For the
Pennsville Education Association:**

Katherine Bodine, President

Martha Hovanec

Date

Date

Danielle Khairzada

Date

May 31, 2016

- 05-31-[9SP](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the following field trip:
- Group activity

MCB

kag

May 31, 2016

- 05-31-[10SP](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the following workshop, meals plus mileage not to exceed the state travel reimbursement requirements set forth by the Department of the Treasury:
- Brent Wylie, Athletic Trainer at PMHS, to attend the *National Athletic Trainer's Association (NAA) National Convention* in Baltimore, MD, on June 22 – 25, 2016, plus lodging and meals in accordance with State regulations not to exceed \$1,365.00.

MCB

kag

May 31, 2016

- 05-31-[1BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve payment of May 2016 General Fund invoices in the amount of \$686,257.99 which have been properly signed.

RD

tc

May 31, 2016

- 05-31-[2BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move the board approve payment of the April 2016 Payroll and Handwritten Check List for a total of \$2,039,742.69 which has been properly signed.

RD

es

May 31, 2016

- 05-31-[3BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move the board appoint Richard Davidson as Secretary of the Board, Custodian of Records and District Purchasing Agent with a bid limit of \$40,000.00 from July 1, 2016 to June 30, 2017 as per the attached RESOLUTION.

RD

es

RESOLUTION

INCREASING BID THRESHOLD AND APPOINTING A QUALIFIED PURCHASING AGENT IN A BOARD OF EDUCATION SUBJECT TO THE PROVISIONS OF N.J.S.A. 18A:18A-1 et seq.

Resolution increasing the bid threshold and appointing a Qualified Purchasing Agent, pursuant to N.J.S.A. 18A:18A-3a and N.J.A.C. 5:34-5 et seq.

WHEREAS, the recent changes to the Public School Contracts Law gave boards of education the ability to increase their bid threshold up to \$40,000; and

WHEREAS, N.J.S.A. 18A:18A-3a, permits an increase in the bid threshold if a Qualified Purchasing Agent is appointed as well as granted the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.A.C. 5:34-5 et seq. establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, Richard Davidson possesses the designation of Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq.; and

WHEREAS, the Pennsville Board of Education desires to increase the bid threshold as provided in N.J.S.A. 18A:18A-3; now, therefore, be it

RESOLVED, that the governing body of the Pennsville Board of Education, in the County of Salem, in the State of New Jersey hereby increases its bid threshold to \$40,000; and be it further

RESOLVED, that the governing body hereby appoints Richard Davidson as the Qualified Purchasing Agent to exercise the duties of a purchasing agent pursuant to N.J.S.A. 18A:18A-2b, with specific relevance to the authority, responsibility, and accountability of the purchasing activity of the Board of Education; and be it further

RESOLVED, that in accordance with N.J.A.C. 5:34-5.2 the Board of Education Secretary is hereby authorized and directed to forward a certified copy of this resolution and a copy of Richard Davidson's certification to the Director of the Division of Local Government Services.

I, Richard Davidson, Secretary of the Pennsville Board of Education, in the County of Salem, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the governing body of the Pennsville Board of Education, County of Salem, State of New Jersey at a regular meeting of said governing body held on May 31, 2016.

Richard Davidson, Board Secretary

May 31, 2016

- 05-31-[4BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move the board appoint the following Integrated Pest Management Coordinators for the Pennsville Board of Education effective July 1, 2016– June 30, 2017:

Administration Building	none
Central Park Elementary School	Steven Hindman
Penn Beach Elementary School	Mark Zoppina
Valley Park Elementary School	Bobbie Ann Jordan
Pennsville Middle School	Sheila R. Burris
Pennsville Memorial High School	Matthew McFarland

RD

es

May 31, 2016

- 05-31-[5BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move the board approve the adoption of the district chart of accounts to be consistent with the State Approved District Minimum Chart of Accounts as published by the New Jersey Department of Education for the 2016-2017 school year.

RD

es

May 31, 2016

- 05-31-[6BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the continued participation in a Shared Service Agreement with Sterling High School District of Somerdale, New Jersey, for the 2016-2017 school year as originally approved on April 17, 2014.

RD

es

May 31, 2016

- 05-31-[7BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve dual use of instructional space for the 2016-2017 school year in the Central Park Elementary School, rooms 114 and 123, as per the attached information.

RD

es

May 31, 2016

- 05-31-[8BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move the board appoint John F. Willadsen as Treasurer of School Moneys from July 1, 2016 to June 30, 2017 at an annual fee of \$5,473.00.

RD

es

May 31, 2016

- 05-31-[9BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve and adopt the attached **RESOLUTION** concerning requisition for district taxes for the 2016-2017 school year.

RD

es

RESOLUTION

RESOLVED, that the amount of district taxes, exclusive of debt service requirements, needed to meet the obligations of the Pennsville Board of Education for the 2016-2017 school year is \$20,223,524.00 and,

BE IT RESOLVED, that the following will be the schedule for the 2016-2017 school year:

DISTRICT TAXES 2016-2017

Year 2016

July	\$ 3,370,587.00
September	\$ 3,370,587.00
November	\$ 3,370,588.00

Year 2017

January	\$ 3,370,587.00
March	\$ 3,370,587.00
May	\$ 3,370,588.00

Total for fiscal year 2016-2017 \$20,223,524.00

Board Secretary

Dated: May 31, 2016

May 31, 2016

- 05-31-[10BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve and adopt the attached **RESOLUTION** regarding the requisition for debt service taxes for the 2016-2017 school year.

RD

es

RESOLUTION

RESOLVED, that the amount of district taxes needed to meet all interest and debt redemption charges during the first forty (40) days of the school year is \$295,244.00 and the Township of Pennsville is hereby requested to place in the hands of the Custodian of School Moneys that amount within the next thirty (30) days in accordance with the statutes relating thereto.

AND FURTHER BE IT RESOLVED, that the following will be the schedule for the 2016-2017 school year:

DEBT SERVICE TAXES 2016-2017

Year 2016		
	July	\$295,244.00
Year 2017		
	January	\$273,938.00
Total for fiscal year 2016-2017		\$569,182.00

Board Secretary

Dated: May 31, 2016

May 31, 2016

- 05-31-[11BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the attached Technology Shared Services Agreement between the Pennsville Board of Education and the Quinton Board of Education effective July 1, 2016 through June 30, 2017 in the amount of \$36,720.00.

RD

es

UNIFORM SHARED SERVICES AND CONSOLIDATION AGREEMENT

Information Technology Services

THIS AGREEMENT dated this 31st day of May, 2016, between the Pennsville Board of Education, County of Salem, State of New Jersey with offices located at 30 Church Street, Pennsville, New Jersey 08070 (hereinafter referred to as “PV BOE”), and the Quinton Board of Education, County of Salem, State of New Jersey, with offices located at 8 Robinson Street, PO Box 365, Quinton, NJ 08072 (hereinafter referred to as “Q BOE”).

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes public entities to enter into a contract with each other to subcontract any service which the parties to an agreement are empowered to render within its own jurisdiction; and

WHEREAS, the PV BOE and Q BOE both need to comply and adhere to applicable State laws and regulations with regards to the purchasing and procurement of goods and services for their respective organizations (“Information Technology Services”);

WHEREAS, both the PV BOE and Q BOE are of the opinion that Information Technology Services can be more efficiently and economically provided to their organizations through a joint agreement for the subcontracting of such services; and

WHEREAS, both the PV BOE and Q BOE have, by public resolution, authorized the entering into of a Shared Services Agreement for the Sharing of the Purchasing Services, and specifically, the Information Technology Services; and

WHEREAS, the parties are desirous of entering into a Shared Services Agreement that would authorize the subcontracting of these Purchasing Services by the PV BOE to the Q BOE; and

NOW THEREFORE BE IT RESOLVED that based on the foregoing promises and in consideration of the mutual promises and covenants of the parties as set forth below, both the PV BOE and Q BOE hereby agree as follows:

1. The above are repeated and incorporated as a material part of this Agreement.
2. General Requirements of Services to be Performed
 - A. Information Technology Services:

The PV BOE hereby agrees to provide its Information Technology Dept. to the Q BOE for the purpose of providing Information Technology Services to the Q BOE, as well as all duties and responsibilities required to maintain the Q BOE's computer software and hardware systems which will begin on July 1, 2016 and ends on June 30, 2017.

3. Standards and Scope of Performance

The PV BOE agrees to provide the Q BOE with the physical presence of Information Technology personnel at the Q BOE during business hours on a pre-determined schedule mutually agreed upon by both districts as well as on an as-needed basis throughout the duration of this Agreement.

Furthermore, the Parties understand and agree that the scope of performance will be subject to emergent and unforeseen circumstances in each of the two public entities and the Parties will cooperate to ensure that the needs of both public entities are met should these situations arise.

Finally, the parties understand that members of the PV Technology Department will participate in the assessment of Q technology needs in addition to maintaining an advisory role in meeting those needs.

4. Hold Harmless

The Q BOE agrees to hold the PV BOE harmless for any and all actions engaged in by their employees while providing Information Technology Services at the Q BOE. It is the express understanding of the Parties that this provision eliminates any and all claims that might be asserted for any reason whatsoever against The PV BOE, as a result of the actions of its employees, when providing Information Technology Services at the Q BOE.

5. Payment for Services

As noted above, the PV BOE and Q BOE are entering into Shared Services Agreements for the sharing of the Information Technology Services from July 1, 2016 through June 30, 2017 as set forth in this Agreement. The Q BOE agrees to pay the PV BOE a fixed fee of \$36,720.00 for the sharing of those services. In that regard, beginning on July 1, 2016 and ending on June 30, 2017 (or an earlier date if this Agreement is terminated by either party in accordance with the termination provisions contained herein), the Q BOE shall issue a check made payable to the PV

BOE as follows:	<u>Date</u>	<u>Amount</u>
	7-1-2016	\$ 3,060.00
	8-1-2016	\$ 3,060.00
	9-1-2016	\$ 3,060.00
	10-1-2016	\$ 3,060.00
	11-1-2016	\$ 3,060.00
	12-1-2016	\$ 3,060.00
	1-1-2017	\$ 3,060.00
	2-1-2017	\$ 3,060.00
	3-1-2017	\$ 3,060.00
	4-1-2017	\$ 3,060.00
	5-1-2017	\$ 3,060.00
	6-1-2017	<u>\$ 3,060.00</u>
	Total	\$36,720.00

However, if the event one or both Parties elect to terminate the shared Information

Technology Services in a manner consistent with the provisions of this Agreement, the Parties agree that the fixed fee of \$36,720.00 for the sharing of Information Technology Services shall be reduced in a pro-rata basis based upon the date that such termination becomes effective.

6. Expenditures

All software and hardware expenditures including, but not limited to, supplies and equipment (e.g. software programs, computers, servers, switches, and wifi access devices) incurred in providing information technology services at the Q BOE shall be the responsibility of the Q BOE.

Additional work which would be considered over and above the maintenance of the Q BOE's computer systems would be billed at a rate of \$60.00 per hour. This work would only be performed after both parties agree to the scope of the work (e.g. installation of new computers, new servers and/or new software).

Additional expenses incurred specifically on behalf of each respective public entity shall be the sole responsibility of that public entity. The Information Technology Dept shall obtain necessary approval when mandated by each respective public entity's policies, regulations and/or procedures, as well as submit such expenses incurred on behalf of the Q BOE for reimbursement to the Q BOE per its applicable policies, regulations and/or procedures for same.

7. Duration

This Agreement shall commence on July 1, 2016 and end on midnight June 30, 2017. However, prior to June 30, 2017, either party may terminate this Agreement by providing ninety (90) days written notice to the other party.

8. Shared Administrative Services Liaisons

Both PV BOE's Superintendent and Q BOE's Superintendent (or their respective designee) will, on an as needed basis, periodically meet to review and discuss operational matters related to this Agreement, including, any issues of concern regarding the delivery of the Information Technology Services.

Any disputes which arise under this Agreement shall be attempted to be resolved by the PV BOE's Superintendent and Q BOE's Superintendent (or their respective designee) in the first instance. If the event an agreement cannot be reached, the parties agree that the issue will be referred to the Salem County Office of Education for consideration and, if appropriate and within the scope of the Salem County Executive Superintendent's (or his/her regulatory replacement) authority, adjudication. Thereafter, any aggrieved party may appeal that decision, if any, to the Commissioner of Education or Salem County Superior Court based on the nature of the dispute.

9. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter. The Agreement shall not be modified, in whole, or in part, except by in a writing signed by each of the parties hereto.

10. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

11. Governing Law

This Agreement shall, in all respects, be governed by and construed under the laws of the State of New Jersey.

12. Severability

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid except to the extent permitted by law, but all other terms and conditions and applications shall continue in full force and effect.

13. Public Inspection

Each party shall maintain a copy of this Agreement on file at its offices, which shall be open to the public for inspection.

14. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail postage prepaid addressed to:

Board of Ed:	Pennsville Board of Education 30 Church Street Pennsville, New Jersey 08070 Attn: Business Administrator
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Quinton Board of Ed:	Quinton Board of Education PO Box 365 Quinton, New Jersey 08072 Attn: Superintendent
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15. Approval

This Agreement has been approved by each Party at a duly convened meeting. The respective signatories below are authorized to execute this Agreement on behalf of their respective public entity.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date

first written above.

WITNESS

QUINTON BOARD OF EDUCATION

Heather M. Mayhew
Business Administrator

By: _____
Pamela deWilde, Board President
Quinton Board of Education

Date: _____

PENNSVILLE BOARD OF EDUCATION

Richard Davidson
Business Administrator

By: _____
Katherine Bodine, Board President
Pennsville Board of Education

Date: _____

May 31, 2016

- 05-31-[12BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to accept the Joint Transportation Agreement with Eastern Camden County Regional School District for Route 1117. Eastern Camden County Regional School District will be transporting one Pennsville Township School District student from Eastern Camden County Regional High School when the student stays after school for clubs/sports. The Jointure contract is from November 1, 2015 to June 30, 2016. The total cost of this jointure is as listed below:

11/1/2015 – 11/30/2015	\$2,976.75 total
12/1/2015 – 12/31/2015	\$1,686.82 total
1/1/2016 – 5/30/2016	\$78.00 per diem (as used)

RD

dmr

May 31, 2016

- 05-31-[14BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to award a Food Service contract to Metz Culinary Management, Inc. of Dallas, Pennsylvania for the 2016-2017 school year at a management fee of \$11,855.22 and an administrative fee of \$29,098.24. The Food Service Management Company guarantees that the bottom line on the operational financial report for the 2016-2017 school year shall operate at "no cost". In the event the program costs exceed total revenues (from all sources), the Food Service Management Company shall be responsible for any losses (shortfalls) incurred. This guarantee is contingent upon the Guarantee Conditions as listed in the attached agreement.

RD

es

METZ CULINARY MANAGEMENT, INC.
SCHOOL YEAR 2016-2017

THIS ADDENDUM, (the "Addendum") is made effective and between Pennsville School District____ located at __30 Church St., Pennsville, NJ 08070____, the ("Local Education Agency" or "LEA") and Metz Culinary Management, Inc., ("Food Service Company" or "FSMC") with offices located at Two Woodland Drive, Dallas, Pennsylvania 18612. The purpose of this Addendum is to renew the existing foodservice management agreement between the parties, as may have been previously amended and/or renewed, (the "Contract") the terms and conditions of which will remain the same except as set forth below:

Article I: Federal and State Required Contract Language

A. DURATION OF ADDENDUM

This addendum begins on July 1st, 2016 and ends on June 30th, 2017.
(date) (date)

B. MANAGEMENT FEE(S) / GUARANTEES

1. Management/Administrative Fees

Management Fee-Flat Fee

FSMC shall charge a Management Fee of \$11,855.22 for the 2016-2017 school year payable at \$1,185.52 per month prorated over a Ten month period for the period of September through June.

Administrative Fee-Flat Fee

FSMC shall charge an Administrative Fee of \$29,098.24 for the 2016-2017 school year payable at \$2,909.82 per month prorated over a Ten month period for the period of September through June.

2. Guarantee

(Breakeven)

FSMC guarantees that the bottom line on the operational financial report for 2016-2017 school year shall operate at "no cost". In the event the program costs exceed total revenues (from all sources), FSMC shall be responsible for any losses (shortfalls) incurred. This guarantee is contingent upon the following conditions:

3. Guarantee Conditions

- a. Reimbursement rates for all Child Nutrition Programs meals will not be less than the rates estimated in the proposed budget.
- b. The value of USDA donated foods offered will not be less than the value of USDA donated foods estimated in the proposed budget.
- c. The number or days meals are served during the school year will not be less than:

	<u>Breakfast Days</u>	<u>Lunch Days</u>	<u>Snack Days</u>	<u>At-Risk Afterschool Days</u>
Elementary	180	180		
Middle	180	180		
High School	180	180		

- d. The number of serving periods, locations, serving times and types of service will not change materially.
- e. The student enrollment will not be less than 1,834.
- f. Staffing levels, rates of pay and Medical and Dental benefit levels stay consistent with proposed budget.
- g. The LEA and the FSMC must mutually agree upon any changes in staffing, wages and benefits
- h. The selling prices of Menu Pattern Meals and A la Carte selections will not be less than those included in the proposed budget.

	<u>Breakfast \$</u>	<u>Lunch \$</u>	<u>Snack \$</u>	<u>At-Risk Afterschool \$</u>
Elementary	1.60	2.80		
Middle	1.85	3.00		
High School	2.10	3.20		

- i. Service will not be interrupted as a result of fire, work stoppage, strike or school closing.
- j. The LEA and its representatives including but not limited to, school principals, teachers and LEA employees shall fully cooperate with FSMC in the implementation of the Food Service Program. The LEA shall fully cooperate with FSMC to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program.
- k. The LEA shall have timely submitted all documentation for reimbursement claims, except where such failure is due to an act of omission of FSMC.
- l. The number of students eligible for free and reduced priced meals will be no less than that estimated in the FSMC proposed budget.
- m. LEA is responsible for all kitchen equipment maintenance, repair and smallwares purchases.
- n. No restrictions on the regular menu or a la carte offerings except that they meet any applicable USDA meal pattern and Smart Snack requirements.
- o. Changes made to the USDA or NJ school food service guidelines/Child Nutrition Program regulations made after proposed budget is submitted may result in a decrease in the LEA's financial return.
- p. No competitive sales during School Food Service operation hours from student groups, teachers, clubs or vending.
- q. Catering will be billed to the LEA at mutually agreed pricing
- r. The LEA shall not allow students to leave LEA property for meal periods or receive delivery of commercial foods to the LEA.
- s. If the LEA decides to implement/change the student access control system during or prior to the school year, all related costs of computer and training labor hours are not included or part of the guarantee
- t. A special dietary policy for an individual or group that results in an extraordinary expense will be recorded separately.
- u. All LEA equipment observed during the RFP food service tour will remain on premises.

- v. All current satellite feeding programs will continue unchanged with respect to pricing, service days, number of meals per day and delivery arrangements from proposed budget. [Delete if not applicable]

In the event the above conditions are not met during the school year, FSMC's guarantee obligation shall be reduced by an amount equivalent to any increase cost or loss of revenue attributable to the changes in such conditions.

C. NEW PARAGRAPH 2 UNDER CONTRACT DURATION/RENEWALS

The School Nutrition Programs included in this contract will be: (check all that apply)

- ☒ School Breakfast
- ☒ School Lunch
- ☐ After School Snack
- ☐ At-Risk After School Meals (Dinner)

D. NEW SECTION- PROFESSIONAL STANDARDS

- 1) The FSMC shall provide to the LEA upon request documentation showing the annual training hours and topics completed by each of its employees in order to comply with the School Nutrition Program continuing education and training standards requirements. At a minimum:
 - a) All program directors shall complete twelve (12) hours of continuing education and training each year;
 - b) All managers shall complete ten (10) hours of continuing education and training each year;
 - c) All staff that works an average of at least twenty (20) hours per week shall complete six (6) hours of continuing education and training each year; and
 - d) All staff that works less than twenty (20) hours per week shall complete four (4) hours of continuing education and training each year.

[7 CFR 210.30]

- 2) The FSMC shall also ensure that all new School Nutrition Program Directors hired on or after July 1, 2015 have met the minimum education requirements based upon the size of the student enrollment as follows: 2,499 students or less; 2,500-9,999 students; and 10,000 or more students.

E. NEW SECTION-CIVIL RIGHTS ASSURANCE

The FSMC hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part

SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the FSMC receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the FSMC agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the FSMC, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the FSMC.

F. NEW SECTION-TERMS AND CONDITIONS

Except as otherwise specifically set forth and expressly modified in this Addendum, all other terms and conditions of the Contract shall remain the same and continue to be in full force and effect and are ratified and affirmed by the parties. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall be controlling as to the matters set forth herein. The Parties agree that upon the effective date of this Addendum, it shall become a binding and integral part of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered, in duplicate, by their duly authorized officers, effective as of the Effective Date.

WITNESS:

METZ CULINARY MANAGEMENT, INC.

BY: _____

AS IT'S: _____

DATE: _____

DATE: _____

WITNESS:

LOCAL EDUCATION AGENCY

BY: _____

AS IT'S: Business Administrator

DATE: _____

DATE: _____

May 31, 2016

- 05-31-[15BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the following school lunch prices for the 2016-2017 school year:

Grades PreK-5	\$2.80
Grades 6-8	\$3.00
Grades 9-12	\$3.20
Adult	\$4.00

and the following school breakfast prices for the 2016-2017 school year:

Grades PreK-5	\$1.60
Grades 6-8	\$1.85
Grades 9-12	\$2.10
Adult	\$2.65

RD

es

May 31, 2016

- 05-31-[16BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the attached Senior and Undergraduate Photography Contracts with Lora Photography of Union, New Jersey, for the 2016-2017 school year.

RD

es

May 31, 2016

- 05-31-[17BA](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to approve the attached Uniform Shared Services and Consolidation Agreement to provide information technology services to Pennsville Township for the period of July 1, 2016–June 30, 2017 at a fee of \$651.00 per month.

RD

es

UNIFORM SHARED SERVICES AND CONSOLIDATION AGREEMENT
Information Technology Services

THIS AGREEMENT dated this _____ day of May, 2016, between the Pennsville Board of Education, County of Salem, State of New Jersey, with offices located at 30 Church Street, Pennsville, New Jersey 08070 (hereinafter referred to as "Board of Ed"), and the Township of Pennsville, County of Salem, State of New Jersey, with offices located at 90 North Broadway, Pennsville, NJ 08070 (hereinafter referred to as "Township").

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes public entities to enter into a contract with each other to subcontract any service which the parties to an agreement are empowered to render within its own jurisdiction; and

WHEREAS, the Board of Ed and Township both need to comply and adhere to applicable State laws and regulations with regards to the purchasing and procurement of goods and services for their respective organizations ("Information Technology Services"); and

WHEREAS, both the Board of Ed and Township are of the opinion that Information Technology Services can be more efficiently and economically provided to their organizations through a joint agreement for the subcontracting of such services; and

WHEREAS, both the Board of Ed and Township have, by public resolution, authorized the entering into of a Shared Services Agreement for the Sharing of the Purchasing Services and specifically, the Information Technology Services; and

WHEREAS, the parties are desirous of entering into a Shared Services Agreement that would authorize the subcontracting of these Purchasing Services by the Board of Ed to the Township;

NOW THEREFORE BE IT RESOLVED, that based on the foregoing promises and in consideration of the mutual promises and covenants of the parties as set forth below, both the Board of Ed and Township hereby agree as follows:

1. The above are repeated and incorporated as a material part of this Agreement.
2. General Requirements of Services to be Performed

Information Technology Services:

The Board of Ed hereby agrees to provide its Information Technology Department to the Township for the purpose of providing Information Technology Services to the Township as well as all duties and responsibilities required to maintain the Township's computer software and hardware systems which will begin on July 1, 2016 and end on June 30, 2017.

3. Standards and Scope of Performance

The Board of Ed agrees to provide the Township with the physical presence of Information Technology personnel at the Township during business hours on an as-needed basis throughout the duration of this Agreement. The selection of the exact date(s) and time(s) provided shall be left to the discretion of Board of Ed Information Technology Department.

Furthermore, the Parties understand and agree that the scope of performance will be subject to emergent and unforeseen circumstances in each of the two public entities and the Parties will cooperate to ensure that the needs of both public entities are met should these situations arise.

4. Hold Harmless

The Township agrees to hold the Board of Ed harmless for any and all actions engaged in by their employees while providing Information Technology Services at the Township. It is the express understanding of the Parties that this provision eliminates any and all claims that might be asserted for any reason whatsoever against The Board of Ed, as a result of the actions of its employees, when providing Information Technology Services at the Township.

5. Payment for Services

As noted above, the Board of Ed and Township are entering into a Shared Services Agreement for the sharing of the Information Technology Services from July 1, 2016 through June 30, 2017 as set forth in this Agreement. The Township agrees to pay the Board of Ed a fixed fee of \$7,812.00 for the sharing of those services. In that regard, beginning on July 1, 2016 and ending on June 30, 2017 (or an earlier date if this Agreement is terminated by either party in accordance with the termination provisions contained herein), the Township shall issue a check made payable to the Board of Ed as follows:

<u>Date</u>	<u>Payment Amount</u>
07/15/16	\$651.00
08/15/16	\$651.00
09/15/16	\$651.00
10/15/16	\$651.00
11/15/16	\$651.00
12/15/16	\$651.00
01/15/17	\$651.00
02/15/17	\$651.00
03/15/17	\$651.00
04/15/17	\$651.00
05/15/17	\$651.00
06/15/17	\$651.00

However, in the event one or both Parties elect to terminate the shared Information Technology Services in a manner consistent with the provisions of this Agreement, the Parties agree that the fixed fee of \$7,812 for the sharing of Information Technology Services shall be reduced in a pro-rata basis based upon the date that such termination becomes effective.

6. Expenditures

All software and hardware expenditures including, but not limited to, supplies and equipment (i.e. software programs, computers, servers, switches, and wifi access devices) incurred in providing information technology services at the Township shall be the responsibility of the Township.

Additional work which would be considered over and above the maintenance of the Township's computer systems would be billed at a rate of \$60.00 per hour. This work would only be performed after both parties agree to the scope of the work (i.e. installation of new computers, new servers and/or new software).

Additional expenses incurred specifically on behalf of each respective public entity shall be the sole responsibility of that public entity. The Information Technology Department shall obtain necessary approval when mandated by each respective public entity's policies, regulations and/or procedures, as well as submit such expenses incurred on behalf of the Township for reimbursement to the Township per its applicable policies, regulations and/or procedures for same.

7. Duration

This Agreement shall commence on July 1, 2016 and end on midnight June 30, 2017. However, prior to June 30, 2017, either party may terminate this Agreement by providing ninety (90) days written notice to the other party.

8. Shared Administrative Services Liaisons

Both Board of Ed's Superintendent and Township's Mayor (or their respective designee) will, on an as-needed basis, periodically meet to review and discuss operational matters related to this Agreement, including, any issues of concern regarding the delivery of the Information Technology Services.

Any disputes which arise under this Agreement shall be attempted to be resolved by the Board of Education's Superintendent and Township's Mayor (or their respective designee) in the first instance. In the event an agreement cannot be reached, the parties agree that the issue will be referred to the Salem County Office of Education for consideration and, if appropriate and within the scope of the Salem County Executive Superintendent's (or his/her regulatory replacement) authority, adjudication. Thereafter, any aggrieved party may appeal that decision, if any, to the Commissioner of Education or Salem County Superior Court based on the nature of the dispute.

9. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter. The Agreement shall not be modified, in whole, or in part, except by in writing signed by each of the parties hereto.

10. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

11. Governing Law

This Agreement shall in all respects, be governed by and construed under the laws of the State of New Jersey.

12. Severability

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid except to the extent permitted by law, but all other terms and conditions and applications shall continue in full force and effect.

13. Public Inspection

Each party shall maintain a copy of this Agreement on file at its offices which shall be open to the public for inspection.

14. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail postage prepaid addressed to:

Board of Ed: Pennsville Board of Education
 30 Church Street
 Pennsville, New Jersey 08070
 Attn: Superintendent

Township: Township of Pennsville
 90 North Broadway
 Pennsville, New Jersey 08070
 Attn: Mayor

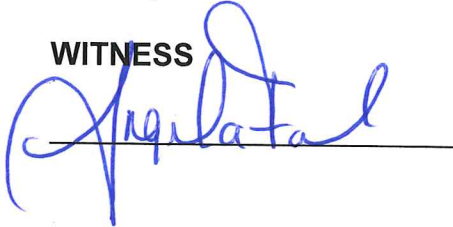
THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY

15. Approval

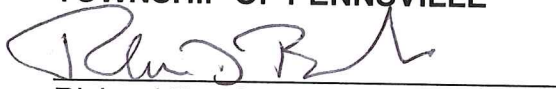
This Agreement has been approved by each Party at a duly convened meeting. The respective signatories below are authorized to execute this Agreement on behalf of their respective public entity.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and day first written above.

WITNESS



TOWNSHIP OF PENNSVILLE



Richard Barnhart, Mayor
Township of Pennsville

Date 5-5-16

PENNSVILLE BOARD OF EDUCATION

Richard Davidson
Business Administrator

Katherine A. Bodine, Board President
Pennsville Board of Education

Date _____

May 31, 2016

- 05-31-[1NB](#) - On recommendation of the Superintendent, please move to approve summer work for the following PMHS Guidance Counselors at their per diem rate:
- Lisa Colna (5 days)
 - Jerry Grasso (5 days)
 - Susan Weaver (5 days)

MCB

kag

May 31, 2016

- 05-31-[2NB](#) - On recommendation of the Superintendent, please move to employ the following teachers as Summer Bridge employees, effective Monday through Thursday, July 11 through August 4, 2016, 8:00 am – 1:00 pm (except as noted below), at the rate of \$31.15 per hour worked:

Pamela McClincy (Person in charge – 5 additional hours)

Kristy Campbell	Debra Meyer
Susan Conway	Christina Micallef
Rachael Cowdrick	Jenna Nardelli
Kristin Craner	Cathy Pagden
Terry Davis	Jennifer Palestini
Brooke Davenport	Lisa Powers
Kelly Dorsey	Monika Puitz
Melanie Fairfield	Katherine Reilly
Frank Ferro	Kristen Sanders
Michelle Getler	Carmela Spano
Shantia Hollis	Jenifer Stewart
Beth Jackson	Alexa Wachowski
Laura Marks	Gloria Walters
Amber McCullough	

Lorraine Beyl – will work Thursday, July 11 through August 11, 2016, 8:00 am – 2:30 pm

MCB

kag

May 31, 2016

- 05-31-[3NB](#) - On recommendation of the Superintendent, please move to employ the following paraprofessional aides as Summer Bridge employees, effective Monday through Thursday, July 11 through August 4, 2016, 8:00 am – 1:00 pm (except as noted below), at their per diem hourly rate:

Nicolette Barajas
Antonia Belitsas
Rachel Black
Eileen Brennan
Mary Caltabiano
Heather Greene
Megan Johnson

Mary-Ann Manzelmann
Adeline McLaughlin
Kathryn Stafford
Roxanne Taylor
Katie Walls
Jennifer Waterman

Lindsey Smith – will work Thursday, July 11 through August 11, 2016, 8:00 am – 2:30 pm

MCB

kag

May 31, 2016

- 05-31-[4NB](#) - On recommendation of the Superintendent, please move to approve the following field trips:
- Music Performance
 - Class Trip
 - Class Trip

MCB

kag

May 31, 2016

- 05-31-[5NB](#) - On recommendation of the Superintendent, please move to approve a contract with Carolina Biebel, Certified Speech Language Specialist, to provide Speech Services to eligible students at the rate of \$75.00 per hour, not to exceed \$80,000, effective July 1, 2016, through June 30, 2017.

MCB

kag

May 31, 2016

- 05-31-[6NB](#) - On recommendation of the Superintendent, please move to approve a contract with Christiana Kennedy to provide Physical Therapy Services, effective July 1, 2016, through June 30, 2017, at the rate of \$75.00 per hour, not to exceed \$60,000.

MCB

kag

May 31, 2016

- 05-31-[7NB](#) - On recommendation of the Superintendent, please move to approve the following 2016-2017 extended school year tuition rate for the Pennsville Board of Education:

July 11, 2016 – August 4, 2016 \$3,500.00

RD

es

May 31, 2016

- 05-31-[8NB](#) - On recommendation of the Superintendent, please move to approve the attached Public Employer Trust Agreement for the policy period of July 1, 2016–June 30, 2017 with Brown and Brown Benefit Advisors.

RD

es

THE PUBLIC EMPLOYER TRUST AGREEMENT

The Pennsville Board of Education, as a current participant in the Public Employer Trust (herein after known as "Trust"), for the policy period beginning ***July 1, 2016 - June 30, 2017*** understands and agrees to the following:

- The monthly premium statements mailed to the participant, by the insurance company, should be submitted with the billed premiums within the thirty-day grace period. Any changes to be made to the billed amount will be adjusted by the carriers on future bills.
- The insurance company is responsible to provide the participant with an ample supply of descriptive material for distribution to its eligible employees.
- The insurance company will provide a direct claim system, which will process claims between the employee's home address and the insurance company claim office.
- Any future rate adjustments will be based upon the claim experience of the Trust. As such, no separate experience records will be available or obtainable on any one participant.
- The participant may discontinue its involvement in the Trust at the end of the policy period, providing 60 days' advanced written notice to the Administrator (B&B Benefit Advisors). All premiums must be paid in full prior to the cancellation date. Your group will automatically renew for the new policy period unless written termination is received as specified herein.

- Benefit Programs Adopted:

Dental (x), Prescription Drug (x), Medical (), Vision ()

- As Administrator, Brown & Brown Benefit Advisors reserves the right to make changes in insurance carriers for the Trust policies so long as the insurance carriers guarantee benefits are equal to or greater than current benefits.

For:

The Public Employer Trust

Signature of Participant Officer

Signature of B&B Benefit Advisors Representative

Richard Davidson

Name of Participant Officer

Jack McDermott

Name of Representative

Business Administrator

Title or Position

Sr. Vice President, Employee Benefits Division

Title

Date

ADDENDUM TO THE PUBLIC EMPLOYER TRUST AGREEMENT

Pennsville BOE

HORIZON HEALTHCARE DENTAL/PUBLIC EMPLOYER TRUST

Group # 98109

Sub Group # 0,001

IT IS AGREED that in accordance with the contractual provisions of the Public Employer Trust, said Contract is hereby effective July 1, 2016:

Check the appropriate box below to confirm your selection for a one year or two year period:

<input type="checkbox"/>	<u>Coverage</u>	<u>July 1, 2016 to June 30, 2017</u>
	Single	\$37.48
	Husband/Wife	\$67.63
	Parent/Child	\$67.63
	Family	\$117.12
<input checked="" type="checkbox"/>	<u>Coverage</u>	<u>July 1, 2016 to June 30, 2018</u>
	Single	\$38.22
	Husband/Wife	\$68.96
	Parent/Child	\$68.96
	Family	\$119.42

Except as herein amended, all terms and provisions of the Contract shall remain in full force.

Group Official

Date

May 31, 2016

- 05-31-[9NB](#) - On recommendation of the Superintendent, please move to approve the following Health and Prescription Renewal monthly rates for the policy period of July 1, 2016–June 30, 2017:

Horizon Medical Direct Access \$10

Single	\$ 732.42
Parent/Children	\$1208.49
Employee/Spouse	\$1464.86
Family	\$1940.91

Horizon Medical Direct Access \$15

Single	\$ 697.24
Parent/Children	\$1150.43
Employee/Spouse	\$1394.50
Family	\$1847.68

Horizon Medical Direct Access HDHP (HSA)

Single	\$ 615.24
Parent/Children	\$1015.13
Employee/Spouse	\$1230.47
Family	\$1630.36

Benecard Prescription

Single	\$ 232.49
Parent/Children	\$ 383.61
Employee/Spouse	\$ 464.98
Family	\$ 616.11

RD

es

May 31, 2016

- 05-31-[10NB](#) - On recommendation of the Superintendent, please move to approve the attached Business Associate Agreement with O.C.A. Benefit Services, Inc. of Mercerville, New Jersey to administer COBRA Services for the Pennsville Board of Education effective July 1, 2016.

RD

es

O.C.A. BENEFIT SERVICES
BUSINESS ASSOCIATE AGREEMENT
CONTRACT INFORMATION PAGE

This O.C.A. BENEFIT SERVICES, LLC. BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of the Effective Date by and between O.C.A. Benefit Services, Inc. ("O.C.A."), a New Jersey Corporation, and the below-named Client ("Client"), a New Jersey Corporation.

Name of Client:	Pennsville Board of Education
Effective date of Agreement:	July 1, 2016
Notices Sent to Client:	
Notices Sent to O.C.A.	

IN WITNESS WHEREOF, Client and O.C.A. have reviewed the forgoing Agreement in its entirety and have caused their undersigned representatives to execute this Agreement, the same being duly authorized to do so.

CLIENT

O.C.A.

BY: _____

BY: _____

NAME: RICHARD DAVIDSON

NAME: _____

TITLE: BUSINESS ADMINISTRATOR

TITLE: _____

DATE: MAY 12, 2016

DATE: _____

Client has asked O.C.A. to provide administrative services for certain health plans maintained by Client as described in this Agreement. In consideration of the mutual promises contained in this Agreement, Client and O.C.A. agree as follows

I. Scope and Purpose of this Agreement.

This Agreement is intended to comply with the privacy and administrative simplification requirements set forth in 45 CFR Parts 160, 162, and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") with respect to certain administrative services provided by O.C.A. for Client's Group Health Plan (as defined below). Both Client and O.C.A. acknowledge that the Plan and Client are separate and distinct entities and that O.C.A. may perform services both on behalf of the Plan and also on behalf of Client in its capacity as Plan sponsor. O.C.A. is considered a "Business Associate" with respect to services it performs on behalf of the Plan, if any, and a subcontractor of the Employer with respect to services it performs on behalf of Client, if any. This Agreement sets forth the responsibilities of O.C.A. in its capacity as a Business Associate, as required by 45 CFR § 164.504(e)(1) and in its capacity as a subcontractor, as required by 45 CFR § 164.504(f)(2)(ii)(B).

O.C.A. recognizes that in the course of performing some of the services, it will have access to, create, and/or receive from the Plan Protected Health Information ("PHI"). For purposes herein, PHI shall be limited to the information created or received from the Plan or on the Plan's behalf by O.C.A.. Whenever used in this Agreement, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Addendum, but not defined herein, shall have the same meaning, as those terms are defined in HIPAA.

If there is a conflict between the Agreement and this Addendum with regard to the subject matter herein, this Addendum controls. All references to a statute or regulation shall be a reference to the statute or regulation in effect on the date this Addendum is executed, as may be thereafter amended from time to time.

II. Definitions

For purposes of this Agreement:

"Designated Record Set" will have the same meaning given to the term "designated record set" in 45 CFR §164.501.

"Electronic Data Interchange Rule" shall mean the rules regarding standard transactions and code sets set forth in 45 C.F.R. Parts 160, 162 and 164, as may thereafter be amended.

"Group Health Plan" or "Plan" will have the same meaning as the term "group health plan" in 45 CFR § 160.103. For purposes of this Business Associate Agreement, a "Plan" as referred to herein shall only include Client's Health Plan, Health FSA and/or HRA.

"HITECH Act" shall mean Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and any and all references in this Agreement to sections of the HITECH Act shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

"Individual" will have the same meaning as the term "individual" in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

"Privacy Breach" will have the same meaning as "Breach" set forth in 45 CFR §164.402

“Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” or “PHI” will have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by the O.C.A. from or on behalf of the Plan.

“Required by Law” will have the same meaning as the term “required by law” in 45 CFR § 160.103.

“Secretary” will mean the Secretary of the Department of Health and Human Services or his designee.

“Security Incident” will have the same meaning as the term “security incident” in 45 CFR § 164.304.

“Security Rule” will mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR § 164.302 et seq.

“Unsecured Protected Health Information” or “Unsecured PHI” will have the same mean as the term “Unsecured Protected Health Information” in 45 C.F.R. 164.402.

III. Confidentiality

At all times, both during and after the termination of its relationship with the Client for any reason, O.C.A. will not use or disclose PHI in any manner whatsoever, except as otherwise permitted by this Addendum.

IV. Permitted Uses and Disclosures of Business Associate.

- (a) Except as otherwise limited in this Agreement, O.C.A. may use or disclose PHI, provided that such use or disclosure of PHI would not violate the Privacy Rule, as follows: (a) as permitted or required in to perform the agreed upon services for the Group Health Plan; (b) as otherwise permitted by the Privacy Rule; (c) as Required by Law; (d) for the proper management and administration of O.C.A.; (e) to fulfill any present or future legal responsibilities of O.C.A.; (f) for Data Aggregation services to the Plan (as defined in 45 CFR § 164.501); or (g) any use and disclosure of PHI that has been de-identified in accordance with 45 CFR § 164.514.
- (b) O.C.A. agrees to document any disclosures of PHI and the information related to such disclosures to respond to an accounting of disclosures of PHI if requested by the Plan in accordance with 45 CFR §164.528, and to provide such documentation to the Plan as it may request from time to time.
- (c) In the event that O.C.A. maintains PHI in a Designated Record Set, O.C.A. agrees to provide access to such PHI that it maintains in a Designated Record Set to the Individual to whom the PHI relates in accordance with 45 CFR § 164.524. Furthermore, at the reasonable request of the Plan, O.C.A. agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by the Plan and to reasonably incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
- (d) O.C.A. may disclose PHI to its agents or subcontractors with a bona fide need to know such PHI, but only if, prior to such disclosure, such agents or subcontractors provide reasonable assurances that they will agree to substantially the same restrictions and conditions that apply to O.C.A. with respect to such PHI, including electronic PHI.

- (e) O.C.A. may disclose the PHI revealed to it by the Plan if and to the extent that such disclosure is required by law or court order or as otherwise permitted by law. Further, O.C.A. agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by O.C.A. on behalf of the Plan available to the Secretary, as requested by the Plan or designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with the Privacy Rule.
- (f) In accordance with 45 CFR §164.520, and to the extent that such a limitation may affect the Business Associate's use or disclosure of PHI, Client, acting on behalf of the Plan, agrees to notify O.C.A. of any limitation(s) in the notice of privacy practices required by the Privacy Rules, including, without limitation, any changes in or revocation of permission by an Individual to use or disclose PHI. Client, acting on behalf of the Plan, also agrees to notify O.C.A. of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect O.C.A.'s use or disclosure of PHI. Client acknowledges and agrees that O.C.A. is not bound by any such restrictions that impact O.C.A.'s use or disclosure of PHI to the extent such restrictions are not otherwise required by the HIPAA Privacy Rules and O.C.A. has not consented to such restrictions in advance. O.C.A. agrees not to unreasonably withhold consent.
- (g) O.C.A. agrees to take steps to implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI maintained by O.C.A. on behalf of the Plan. O.C.A. will report to the Plan's designated representative any use or disclosure of PHI otherwise than as provided by this Agreement, including any Security Incident, as soon as reasonably possible of becoming aware of such use or disclosure.
- (i) O.C.A. hereby agrees that it shall report to the Plan's designated representative, without unreasonable delay, but not longer than 60 days following its discovery of any incident that, in O.C.A.'s reasonable determination, constitutes a Privacy Breach of Unsecured PHI. O.C.A. shall provide such notice to the Plan's designated representative in accordance with 45 CFR 164.410 of the Breach Notification Rules, subject to the law enforcement delay set forth in 45 CFR 164.412. In addition, O.C.A. may, in its sole discretion, provide any of the following notices of any incident that constitutes a Privacy Breach for which O.C.A. is required to provide notice to the Plan's designated representative as set forth herein: (i) notice to affected individuals, including any substitute notice as necessary in accordance with 45 CFR 164.404 (ii) if required, immediate notice to the Secretary of the Department of Health and Human Services ("HHS"), including maintaining a log or other documentation of Privacy Breaches to be provided to the Secretary on an annual basis in accordance with 45 CFR 164.408 and (iii) if required and to the extent permitted by law, notice to a media outlet in accordance with 45 CFR 164.406.
- (ii) As of the Compliance Date of 42 U.S.C. § 17931, O.C.A. agrees to comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316
- (h) Notices to Plan and Client.
- (i) Immediately following execution of this Addendum, Client will provide O.C.A. with written notice identifying the Plan's and the Client's designated representative for purposes of receiving notices required by O.C.A. under this Addendum.
 - (ii) Client agrees to provide prompt written notice to O.C.A. of any changes to the names or positions of employees identified by Client as a designated

representative of the Client and/or the Plan. O.C.A. shall have no duty to inquire whether the list of Designated Persons is accurate.

- (iii) Client shall indemnify and hold O.C.A., its employees, agents and Affiliates harmless for any and all liability O.C.A. may incur as a result of any improper use or disclosure of PHI by Client or a designated representative.
- (i) To the extent applicable, O.C.A., the Client and the Plan agree to comply with the provisions of the Electronic Data Interchange Rule with respect to PHI disclosed by the parties. .

V. O.C.A. acting on behalf of Client

The following services are performed by O.C.A. acting on behalf of the Client and not on behalf of the Plan:

- Services that facilitate and report the enrollment and disenrollment of employees and their eligible dependents in the Plan.
- Services that facilitate the payment of premiums under the Group Health Plan.

The Parties acknowledge that information created or received by O.C.A. acting on behalf of the Client is not PHI and is not subject to the HIPAA Privacy Rule, Electronic Data Interchange Rule, and Security Rule. Any such information received by O.C.A. acting on behalf of the Client shall nonetheless be deemed confidential information subject to the terms and conditions of confidentiality set forth in the Agreement.

VI. Term/Termination

- (a) Term. This Addendum shall continue until the Agreement is terminated or as set forth herein.
- (b) Termination for Cause. Upon knowledge of a material breach of this Addendum by the other party, the non-breaching party shall either:
 - (i) Provide an opportunity for the breaching party to cure the breach within 30 days or, if longer, such other reasonable period time, or end the violation and terminate this Addendum and, where necessary, the Agreement between the parties with respect to the services if the breaching party does not cure the breach as set forth herein; or
 - (ii) Immediately terminate this Addendum and, where necessary, the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or
 - (ii) If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

VII. Miscellaneous

- (a) Section Headings: Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

(b) **Waiver of Rights:** No delay, failure or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

(c) **Invalid/Illegal/Unenforceable Provisions:** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(d) **Amendment** Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

(a) **Agreement:** (i) This Agreement and the Schedules reflect the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby. (ii) This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. (iii) Notwithstanding the general rules of construction, both Client and O.C.A. acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement. (iv) This Agreement shall be governed by the applicable laws of New Jersey without regard to any of its conflict of law principles.

(f) **Notices:** All notices or other communications required to be sent by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified on the contract information page, or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:

- (i) By first class, registered or certified United States mail, return receipt requested and postage prepaid,
- (ii) Over-night express courier,
- (iii) By hand delivery to such addresses, or
- (iv) Electronic mail with return receipt.

Such notices shall be deemed to have been duly given (i) five (5) Business Days after the date of mailing as described above, (ii) one (1) Business Day after being received by an express courier during business hours, or (iii) the same day if by hand delivery or by email

(g) **Consent:** Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

(h) **Third Party Beneficiaries:** Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be

construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

May 31, 2016

- 05-31-[11NB](#) - On recommendation of the Superintendent, please move to employ Justin Hoyt, Teacher of Physical Education, as an Assistant Baseball Coach for the 2015-2016 school year, at the pro-rated stipend of \$952.50, effective May 9 – May 31, 2016.

MCB

kag

May 31, 2016

- 05-31-[12NB](#) - On recommendation of the Superintendent, please move to approve the transfer of Rachel Black, Paraprofessional Aide at Valley Park, to Paraprofessional Aide at Central Park, effective immediately until the end of the school year.

MCB

kag

May 31, 2016

- 05-31-[13NB](#) - On recommendation of the Superintendent, please move to re-employ and revise the salary of Kristin Craner, Middle School Teacher of special Education, who is non-tenured, for the third year on Step #2 of the 2015-16 Bachelor's Guide at an annual salary of \$45,118.

MCB

kag

May 31, 2016

- 05-31-[14NB](#) - On recommendation of the Superintendent, please move to approve the following staff members as Summer Technology Laborers at the rate of \$12.00 per hour, effective June 15 through August 31, 2016:

- Matthew Leino
- Julie Whyte

MCB

kag

May 31, 2016

- 05-31-[15NB](#) - On recommendation of the Superintendent, please move to approve the following workshops, meals plus mileage not to exceed the state travel reimbursement requirements set forth by the Department of the Treasury:
- Richard Davidson, Business Administrator, to attend the *NJASBO Annual Conference* in Atlantic City, NJ, on June 8 – 10, 2016, at registration cost not to exceed \$150.00.
 - Jenifer Mancine, Reaching Coach, to participate in the *Center for Effective Reading Instruction Certification Exam Preparation* from June 27 – July 1, 2016, at a registration cost not to exceed \$500.00.
 - Jacqueline Hemdani, PMHS Teacher of Spanish, to attend the *ACTFL Annual Convention and World Languages Expo* in Boston, MA, on November 18 – 20, 2016, at a registration cost not to exceed \$220.00, plus mileage, lodging, and meals in accordance with State regulations not to exceed \$1,253.00.

MCB

kag

May 31, 2016

- 05-31-[16NB](#) - On recommendation of the Superintendent, please move to accept a donation from Target's *Take Charge of Education® Program* in the amount of \$25.00 to Valley Park School.

MCB

kag

May 31, 2016

- 05-31-[17NB](#) - On recommendation of the Superintendent, please move to approve the homebound instruction for the following students:

Student #1

Place: Home
Grade: 01
Dates: 05/17/16 to end of school year
Instructors: Lorraine Beyl and Kristin Craner
Hours/Wk: 10 hours per week
Rate: \$31.15 per hour

Student #2

Place: HS/District Office
Grade: 07
Dates: 05/13/16 – 05/24/16
Instructors: Kristen Craner and Danielle Khairzada
Hours/Wk: 10 hours per week
Rate: \$31.16 per hour

MCB

kag

May 31, 2016

- 05-31-[18NB](#) - On recommendation of the Superintendent, please move to approve Judith Pollock, RN, as the Elementary School Nurse for the Summer Bridge Program at Penn Beach, effective July 11 to August 4, 2016, Monday through Thursday, from 8:00 am to 2:00 pm, at the contractual overtime rate of \$31.15 per hour worked.

MCB

kag

May 31, 2016

- 05-31-[19NB](#) - On recommendation of the Superintendent, please move to approve a contract with Bayada Home Health Care, Inc. of Millville, New Jersey, for the provision of nursing services for student "215-202" effective April 11, 2016 through June 30, 2016 at the following rates:

\$49.00 per hour – RN services
\$39.00 per hour – LPN services

RD

es

May 31, 2016

- 05-31-[20NB](#) - On recommendation of the Superintendent, please move to approve the attached Line Item Transfers for the month of March, 2016.

RD

es

May 31, 2016

- 05-31-[21NB](#) - On recommendation of the Superintendent, please move that pursuant to N.J.A.C. 6A:23A-16.10(c)4, the Pennsville Board of Education certifies that as of March 31, 2016, and after review of the Secretary's Monthly Financial Report appropriations section as presented and upon consultation with the appropriate district officials, to the best of the Board's knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10(a)1 and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

RD

es

May 31, 2016

- 05-31-[22NB](#) - On recommendation of the Superintendent, please move to approve the following outgoing tuition students for the 2015-16 school year:

1 student

School: Pineland Learning Center, Vineland, New Jersey
Grade: 7
Effective Dates: May 23, 2016-June 30, 2016
Tuition: \$55,139.70 per year

1 student

School: Brookfield Academy, Cherry Hill, New Jersey
Grade: 7
Effective Dates: May 11, 2016-June 30, 2016
Tuition: \$50,400.00 per year

1 student

School: Strang School, Alloway, New Jersey
Grade: 11
Effective Dates: April 8, 2016-June 30, 2016
Tuition: \$52,225.20 per year

RD

es

May 31, 2016

- 05-31-[23NB](#) - On recommendation of the Superintendent, please move to employ Emma Altman as a Teacher of Special Education at the Pennsville Middle School, effective September 1, 2016 through June 30, 2017, on Step 1-2, Year 2, of the 2016-17 Bachelor's Guide at an annual salary of \$46,391.

MCB

kag

May 31, 2016

- 05-31-[24NB](#) - Resolved by the Board of Education, upon recommendation of the Superintendent and contingent upon receipt of written approval from the Executive Regional Superintendent of Salem County, to approve the appointment of Richard Davidson as the Business Administrator/Board Secretary at an annual salary of \$115,456, plus a merit bonus of 3.33% of annual base salary for each of three (3) quantitative merit criterion achieved, and a bonus of 2.5% of annual base salary for each of two (2) qualitative merit criterion achieved, pending selection of said criteria by the Board of Education and Richard Davidson, and approval of the Executive Regional Superintendent of Salem County.

MCB

kag

May 31, 2016

- 05-31-[25NB](#) - On recommendation of the Superintendent, please move to accept the below quoted route, Q0716, for the period of May 23, 2016, to June 9, 2016 (11 days), with Wyshinski Bus Service, Inc., Penns Grove, NJ, to transport 1 Special Education student to his home (one way route).

Q0716 - \$60.00 per diem - \$15.00 p/d for 1 aide
\$ 1.50 per mile incr./decr. (\$825.00 per annum)

RD

dmr

May 31, 2016

- 05-31-[26NB](#) - On recommendation of the Superintendent, please move to employ Luke Dickson as a Teacher of Special Education at Valley Park School, effective September 1, 2016 through June 30, 2017, on Step 1-2, of the 2016-17 Bachelor's Guide at an annual salary of \$46,391.

MCB

kag

May 31, 2016

- 05-31-[27NB](#) - On recommendation of the Superintendent, please move to approve the attached Interlocal Service Agreement for GCA Services Group to provide custodial services effective July 1, 2016 through June 30, 2017 with Pittsgrove Township Board of Education at a cost of \$1,144,120.42.

RD

es

**INTERLOCAL SERVICE AGREEMENT
CUSTODIAL SERVICES**

**By and Between
PITTSBURGH TOWNSHIP PUBLIC SCHOOL DISTRICT
And
PENNSVILLE SCHOOL DISTRICT
July 1, 2016 through June 30, 2017**

THIS AGREEMENT dated this 19th day of May 2016, by and between the **Pittsburgh Township Public School District** (Pittsburgh) and the **Pennsville School District** (Pennsville).

WHEREAS Pittsburgh wishes to enter into an Interlocal Service Agreement, for the purposes of providing custodial services for Pennsville Schools effective **July 1, 2016 through June 30, 2017**, as outlined in the Master Contract between Pittsburgh and GCA, and

WHEREAS both parties agree to the terms and conditions outlined in the Master Contract between Pittsburgh and GCA and wishes to join that contract for a term of twelve (12) months, effective July 1, 2016 through June 30, 2017.

WHEREAS Pittsburgh and Pennsville have each separately consented and resolved to enter into an Interlocal Service Agreement pursuant to N.J.S.A. 40:8A-1 et seq. regarding the custodial services to be provided by GCA; and

WHEREAS the contract held with GCA has been duly bid and advertised and allows for additional services to be provided to other school districts, and

NOW THEREFORE in consideration of the mutual promises made herein, the two parties agree as follows:

1. Costs of the services: The two parties agree to the sum of **\$ 1,144,120.42**
2. Governing Law: This agreement shall be governed by the laws of the State of New Jersey.
3. Dispute: If a dispute arises in the contract, arbitration will be resolved by the respective county superintendents.
4. Notification: By May 1, 2017, the two parties agree to notify each other if either party does not intend to enter into a new agreement for the following year.
5. Entire Agreement: This agreement may only be amended in writing and by resolutions passed by each Board of Education.

IN WITNESS WHEREOF, the parties have duly signed and sealed this Agreement.

**PITTSBURGH TOWNSHIP
SCHOOL DISTRICT**

By: _____
Carrie Mullin, Board President

PENNSVILLE SCHOOL DISTRICT

By: _____
Board President

Attest:

Suzanne R. Fox Abdill
Board Secretary/Business Administrator

Board Secretary/Business Administrator

May 31, 2016

- 05-31-[28NB](#) - On recommendation of the Superintendent, please move to approve and adopt the attached **RESOLUTION** regarding contracts with approved State contract vendors for the 2016-2017 school year.

RD

es

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE
CONTRACT VENDORS FOR BOARDS OF EDUCATION
PURSUANT TO N.J.S.A. 18A:18A-10a**

WHEREAS, the Pennsville Board of Education, pursuant to N.J.S.A. 18A:18A-10a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Pennsville Board of Education has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Pennsville Board of Education intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; now, therefore, be it

RESOLVED, the Pennsville Board of Education authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list for the 2016-2017 school year pursuant to all conditions of the individual State contracts; and be it further

RESOLVED, that the Pennsville Board of Education School Business Administrator shall certify to the availability of sufficient funds prior to the expenditure of funds for such goods or services; and be it further

RESOLVED, that the duration of the contracts between the Pennsville Board of Education and the Referenced State Contract Vendors shall be from July 1, 2016 to June 30, 2017.

May 31, 2016

Richard Davidson
Business Administrator/Board Secretary

**Referenced State Contract Vendors
2016-2017**

<u>Commodity/Service</u>	<u>Vendor</u>	<u>State Contract #</u>
General School Supplies	Dell	88796, 89850, 89967
	Lakeshore Learning Materials	80991
	ETA Cuisenaire	80985
	School Specialty	80986
	Commercial Interiors Direct	81414
	Pitney Bowes	75237
Office Equipment	Ricoh USA Inc	64039, 68057, 82709
Maintenance Supplies	WW Grainger	79875
Communication Equipment	AT&T	80811, 82584

May 31, 2016

- 05-31-[29NB](#) - On recommendation of the Superintendent, please move to conduct a first reading of Regulation 5132R, Student Dress Code.

MCB

kag

STUDENT DRESS CODE

In keeping with the goals of the Board of Education to provide a safe, healthy and non-discriminatory environment for educating students for maximum academic and social development, the following restrictions on dress shall be enforced. In all cases, in accordance with Policy #5132, school administrators will determine what is "appropriate attire."

1. Students are expected to avoid extremes in appearance that are so disruptive or distracting that the reaction of other pupils is beyond typical behavior.
2. Pants shall be worn fastened and at the waist.
3. All shoelaces must be tied. Flip-flops may be worn at student's own risk.
4. Skirts, dresses and shorts of appropriate length are permitted. They must be long enough to reach 2 inches below fingertip length (past mid-thigh).
5. Midriff (bellies) must be covered with clothing at all times.
6. No revealing/provocative clothing of any kind:
The following items are NOT PERMITTED: transparent or see-through tops; tank tops; spaghetti straps that are thinner than three (3) adult finger-tips in width; strapless and halter tops; racer-back tops; muscle shirts; low-cut clothing or tops and outfits that provide minimum coverage. (Sleeveless shirts that are cut close around the arms are acceptable; otherwise tank tops should be worn underneath sleeveless shirts.) **See-through or transparent tops must have a shirt underneath for appropriate coverage.
7. Underwear shall not be visible. Garments that are perceived as or resemble underwear (i.e. bra/spaghetti/camisole straps; boxer shorts) are not permitted to be visibly exposed.
8. Sleepwear and items perceived as or that resemble such are inappropriate for school (i.e. no pajamas or slippers).
9. Offensive items are prohibited. Anything that promotes, advertises, depicts or mentions anything associated with drugs, alcohol, tobacco products or things of a violent or sexual nature are not allowed. Anything that is vulgar, obscene, rude, lewd or is aimed at demeaning a specific group or individual (s) is prohibited.
10. Hats, caps, headgear/headbands, sunglasses, or bandanas of any kind may NOT be worn in school. These items must be removed upon entrance to the building and may not be worn until the completion of the school day; glazed and/or tinted lenses that obstruct the view of a student's pupils are unacceptable and a health issue. Gloves/fingerless gloves are not permitted.

FILE CODE: 5132

11. Any article of jewelry considered to be a safety hazard is prohibited. This includes heavy chains; large earrings; choker, spiked, studded, or sharp jewelry; and long, hanging straps on clothing.
12. If you are not sure if something may or may not be worn, check with your Principal before wearing it to school.
13. Exceptions for special events (prom, Spirit Days, etc.) or individual exemptions (health, religious, etc.) may be granted by an administrator.

Students are expected to meet the dress code guidelines each day of school. Students who choose not to meet the dress code will not be permitted in class until acceptable clothing is secured. Repeated violations of the dress code will result in further disciplinary actions.

School administrators may require special clothing for health and safety reasons for students participating in physical education or applied technology.

DATE: MAY, 2008
REVISED: JUNE, 2016

May 31, 2016

- 05-31-[30NB](#) - On recommendation of the Superintendent, please move to revise the employment dates of Katherine Sparks as Secretary to the Director of Curriculum and Instruction on Step 19 of the 2016-2017 Secretaries' Guide at an annual salary of \$55,393, and a degree stipend of \$600, to be effective July 1, 2016 through June 30, 2017.

MCB

kag

May 31, 2016

- 05-31-[31NB](#) - On recommendation of the Superintendent, please move to employ Alexa Wachowski as a Special Education Teacher at Penn Beach School, effective September 1, 2016 through June 30, 2017, on Step 1-2, of the 2016-17 Bachelor's Guide at an annual salary of \$46,391.

MCB

kag

May 31, 2016

- 05-31-[32NB](#) - On recommendation of the Superintendent, please move to approve the enrollment of the Pennsville Memorial High School as a member of the New Jersey State Interscholastic Athletic Association (NJSIAA) for the 2016-2017 school year and the payment of dues in the amount of \$2,150.

MCB

kag

May 31, 2016

- 05-31-[33NB](#) - On recommendation of the Superintendent, please move to accept the Joint Transportation Agreement with Penns Grove-Carneys Point Regional School District for Route SHS06. Penns Grove/Carney's Point will be transporting Pennsville School District students to Arthur P. Schalick H.S. Academy programs. The Jointure contract is from September 1, 2016 to June 30, 2017 at a cost of \$19,515.60 per annum.

RD

dmr

May 31, 2016

- 05-31-[34NB](#) - On recommendation of the Superintendent, please move to approve the attached Utility Easement Agreement with Atlantic City Electric Company of Mays Landing, New Jersey, for the sum of \$1.00.

RD

es

May 31, 2016

- 05-31-[35NB](#) - On recommendation of the Superintendent, please move to employ Michael Entrekin as a Teacher of Mathematics at the Pennsville Middle School, effective September 1, 2016 through June 30, 2017, on Step 5 of the 2016-17 Master's Guide at an annual salary of \$51,282.

MCB

kag

May 31, 2016

- 05-31-[36NB](#) - On recommendation of the Superintendent, please move to approve Leah Demarest, who has State of New Jersey teaching credentials, as a Substitute Teacher for the 2015-2016 school year, at the rate of \$85.00 per day worked.

MCB

kag

May 31, 2016

- 05-31-[37NB](#) - On recommendation of the Superintendent, please move to approve the list of staff for the Related Arts zero period classes for the 2016 – 2017 school year at the compensation listed:
- MS Art – Justine Adams (\$26.25 S.O.S.rate)
 - MS Small Ensembles – Erik Nelson (\$26.25 S.O.S. rate)
 - HS Band Small Ensembles – Matthew Martin (\$26.25 S.O.S. rate)
 - HS Orchestra Small Ensembles – Lisa Miller (\$26.25 S.O.S. rate)
 - HS Vocal Small Ensembles – Courtney Waddington (\$26.25 S.O.S. rate)
 - Accompanist for Ensembles – Larry Brody (per diem hourly rate)

MCB

kag

May 31, 2016

- 05-31-[38NB](#) - On recommendation of the Superintendent, please move to the following elementary choir directors for the 2016 – 2017 school year at the contractual annual stipend of \$1,025 each:

- Central Park – Theresa Hooks
- Penn Beach – Linda Wardell

MCB

kag

May 31, 2016

- 05-31-[39NB](#) - On recommendation of the Superintendent, please move to approve the list of extra-curricular Related Arts advisors at Pennsville Middle School and PMHS for the 2016 – 2017 school year at the contractual annual stipends listed:

MIDDLE SCHOOL	ANNUAL STIPEND	ADVISOR
Band Director	\$ 1,020	Erik Nelson
Orchestra Director	\$ 1,018	Erik Nelson

HIGH SCHOOL	ANNUAL STIPEND	ADVISOR
Concert Band	\$ 1,319	Matthew Martin
Orchestra Director	\$ 1,319	Lisa Miller
Pep Band Director	\$ 2,050	Matthew Martin
Assistant Pep Band Director	\$ 1,230	Erik Nelson
Choral Director	\$ 1,706	Courtney Waddington
Drama Club	\$ 424	Courtney Waddington
Stage Manager Advisors (2)	\$ 1,491	Matthew Martin
	\$ 1,491	Mathew Plale
Tri M Music Honor Society	\$ 680	Lisa Miller

MCB

kag

May 31, 2016

- 05-31-[40NB](#) - On recommendation of the Superintendent, please move to approve the following Learning Center Administrators for the 2016-2017 school year at a contractual annual stipend of \$2,550 per administrator:

- Alicia Busillo
- Matthew McFarland

MCB

kag

May 31, 2016

- 05-31-[41NB](#) - On recommendation of the Superintendent, please move to approve the following staff members as Proctors for the High School/Middle School Detention/Learning Center, for the 2016 – 2017 school year, at the contractual overtime rate of \$31.15 per hour worked:

- Robert Belding
- Colleen Fulmer
- Kevin Lewis
- Nicholas Ramos
- Beth Ambrosius (substitute)
- Darnell Coleman (substitute)
- Kelly Dorsey (substitute)
- Anastasia Eckler (substitute)
- Debra Meyer (substitute)
- Alyssa Robishaw (substitute)

MCB

kag

May 31, 2016

- 05-31-[42NB](#) - On recommendation of the Superintendent, please move to approve Tracy Turner, PMHS Teacher of Business and Applied Technology, as the district's Webmaster for the 2016-2017 school year at a contractual annual stipend of \$3,075.

MCB

kag

May 31, 2016

- 05-31-[43NB](#) - On recommendation of the Superintendent, please move to approve Jeffrey Fulmer, PMHS Teacher of H/PE, as Freshman Class Advisor for the 2015-2016 school year, retroactive to May 2, 2016 through June 30, 2016 at the pro-rated contractual payment of \$151.00.

MCB

kag

May 31, 2016

- 05-31-[44NB](#) - On recommendation of the Superintendent, please move to employ Michelle Devlin as a Teacher of Mathematics at the Pennsville Middle School, effective September 1, 2016, through June 30, 2017, on Step 3 of the 2016-2017 Bachelor's Guide at an annual salary of \$46,691.

MCB

kag

May 31, 2016

- 05-31-[1HB](#) - On recommendation of the Superintendent and the Committee of the Whole, please move to affirm the findings and conclusions of the HIB Case Reports as discussed in Executive Session.

MCB

kag