

CONTRACT

BETWEEN the **PENNSVILLE TOWNSHIP SCHOOL DISTRICT**, hereinafter known as "**Landlord**", located at 30 Church Street, Pennsville, New Jersey 08070, and the **TOWNSHIP OF PENNSVILLE**, a municipal corporation of the State of New Jersey, hereinafter known as "**Tenant**", located at 90 North Broadway, Pennsville, New Jersey 08070.

WHEREAS, the Landlord and the Tenant have discussed and reviewed this contract; and

WHEREAS, both Landlord and Tenant wish to enter into same; and

WHEREAS, Tenant wishes to utilize one room on the third floor of the Charles S. Raleigh, Jr. Administrative Building; and

WHEREAS, Landlord wishes to provide that space to them;

NOW, THEREFORE, the Landlord and Tenant have agreed as follows:

1. The Pennsville School District will permit the Township of Pennsville to store records on the third floor of the aforementioned building.
2. The Landlord is not responsible for any damage resulting from storage of those records and makes no representations as to the condition of the third floor and any safety as to the preservation of records there.
3. The Tenant hereby holds harmless and indemnifies the Landlord from and against any and all liability, claims, damages, losses, costs or expenses whatsoever which are caused by Tenant's use and/or occupancy of the third floor at 30 Church Street, Pennsville, New Jersey.
4. Landlord does not assume any responsibility for any liability, claims, damages, losses, costs or expenses caused by the Tenant or related to the school property, which is and shall remain the property and responsibility of the Landlord.
5. The Tenant will provide the Landlord a certificate of insurance showing liability coverage in an amount to be agreed upon between Landlord and Tenant.
6. The Landlord shall have no responsibility regarding the employees of the Tenant and all employee/employer relationships exist between the Tenant and their employees and not between Landlord's employees and the Board of Education.

TENANT agrees as follows:

1. It shall respect the property of the Landlord.
2. It shall respect and follow the operational policies and procedures regarding access and use of the building, including parking facilities.

LANDLORD agrees as follows:

1. It will provide one room on the third floor for the storage of files and adequate parking spaces.
2. It will provide access to the storage of those files.

THIS CONTRACT shall be in effect for a term for one (1) year beginning on **July 1, 2019**, and ending on **June 30, 2020**; however, either the Landlord or Tenant may cancel this lease by providing written notice to the other party within thirty (30) days, reviewable at the discretion of the Landlord for continuation of this contract. Continuation of this contract shall not be unreasonably withheld by Landlord and may be renewed for longer periods of time if in writing agreed to by both parties.

THIS CONTRACT is made solely between the parties for storage and it is understood and agreed that the space will not be occupied or used in any other manner.

ANY NOTICES, demands and communications hereunder shall be sent by certified mail, hand-delivered or faxed to:

Superintendent
Pennsville School District
30 Church Street
Pennsville, New Jersey 08070

or to such other address as may be requested by the Landlord in writing and, if intended for Tenant, shall be addressed to:

Township of Pennsville
90 North Broadway
Pennsville, New Jersey 08070

Upon the termination of this agreement, the Tenant shall quit and surrender to the Landlord, the premises in good condition, with reasonable wear and tear accepted.

THIS AGREEMENT may be modified or amended by mutual agreement of both parties. Any such modification or amendment shall be signed by each party and attached to and become a part of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

APPROVED by the parties:

PENNSVILLE PUBLIC SCHOOL DISTRICT,
Landlord

TOWNSHIP OF PENNSVILLE,
Tenant

By: _____
Board President

By: _____

Date

Date

By: _____
Board Secretary

By: _____

Date

Date

UNIFORM SHARED SERVICES AND CONSOLIDATION AGREEMENT
Information Technology Services

THIS AGREEMENT dated this 28th day of May, 2019, 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, 2019 and end on June 30, 2020.

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. Services will also include remote monitoring of the township network.

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, 2019 through June 30, 2020 as set forth in this Agreement. The Township agrees to pay the Board of Ed a fixed fee of \$10,200.00 for the sharing of those services. In that regard, beginning on July 1, 2019 and ending on June 30, 2020 (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>
07/15/19	\$850.00
08/15/19	\$850.00
09/15/19	\$850.00
10/15/19	\$850.00
11/15/19	\$850.00
12/15/19	\$850.00
01/15/20	\$850.00
02/15/20	\$850.00
03/15/20	\$850.00
04/15/20	\$850.00
05/15/20	\$850.00
06/15/20	\$850.00

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 \$10,200.00 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 (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 \$65.00 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 electrical/wiring services provided would be billed at a rate of \$80.00 per hour. This work would only be performed after both parties agree to the scope of the work.

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, 2019 and end on midnight June 30, 2020. However, prior to June 30, 2020, 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

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

Robert McDade, Mayor
Township of Pennsville

Date _____

PENNSVILLE BOARD OF EDUCATION

Heather M. Mayhew
Business Administrator

Keith Chambers, Board President
Pennsville Board of Education

Date _____

UNIFORM SHARED SERVICES AND CONSOLIDATION AGREEMENT

Information Technology Services

THIS AGREEMENT dated this 28th of May, 2019, 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, 2019 and ends on June 30, 2020.

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, 2019 through June 30, 2020 as set forth in this Agreement. The Q BOE agrees to pay the PV BOE a fixed fee of \$38,964.00 for the sharing of those services. In that regard, beginning on July 1, 2019 and ending on June 30, 2020 (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>
	7-1-2019	\$ 3,247.00
	8-1-2019	\$ 3,247.00
	9-1-2019	\$ 3,247.00
	10-1-2019	\$ 3,247.00
	11-1-2019	\$ 3,247.00
	12-1-2019	\$ 3,247.00
	1-1-2020	\$ 3,247.00
	2-1-2020	\$ 3,247.00
	3-1-2020	\$ 3,247.00
	4-1-2020	\$ 3,247.00
	5-1-2020	\$ 3,247.00
	6-1-2020	<u>\$ 3,247.00</u>
	Total	\$38,964.00

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 \$38,964.00 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, 2019 and end on midnight June 30, 2020. However, prior to June 30, 2020, 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

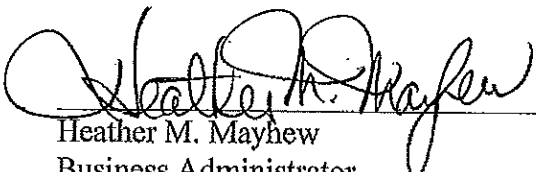
QUINTON BOARD OF EDUCATION

Karen Mathews
Business Administrator

By: _____
Stacey Sickler, Board President
Quinton Board of Education

Date: _____

PENNSVILLE BOARD OF EDUCATION



Heather M. Mayhew
Business Administrator

By: _____
Keith Chambers, Board President
Pennsville Board of Education

Date: _____

THIS CONTRACT is made and effective on July 1, 2019 by and between the Camden County Educational Services Commission, with offices located at 225 White Horse Avenue, Clementon, New Jersey 08021, (hereinafter referred to as the "Commission") and the PENNSVILLE BOARD OF EDUCATION, whose address is, 30 CHURCH STREET PENNSVILLE, NJ 08070 (hereinafter referred to as "Board").

WITNESSETH:

WHEREAS, the Board desires to engage the services of the Commission to provide the requested services; set forth in the price list included hereto and incorporated herein as the "Services"; and

WHEREAS, the Commission is willing to provide the Services to the Board; and

WHEREAS, the Board has approved a resolution authorizing the assistance of the Commission to provide the Services;

NOW THEREFORE, the Commission and the Board, for the considerations herein specified, agree as follows:

1. The term of this contract shall be from July 1, 2019 to June 30, 2020.
2. The Board is solely responsible for the administration of its funds relative to the provision of the Services rendered pursuant to this Contract.
3. Services, if selected by the Board, will be provided by the Commission in accordance with the price list included with this contract. Prices include time off or away for the personnel delivering the Services for professional development, sick time, personal time, bereavement and other time away approved by the Commissions Superintendent or designee.
4. For the Services for Student Transportation rendered by the Commission under this contract, the Board shall pay to the Commission a sum of the districts portion of the cost of the shared route plus a 5 % (five) administration fee. The cost and the fee shall be prorated based upon the duration of the Services for Student Transportation.
5. For Public Relations Services rendered by the Commission or designee under this Contract, the Board through its superintendent shall provide written, or in the case of an emergency, verbal authorization permitting public disclosure by the Commission of information contained in a press release, advertisement or other copy in the course of the Commission providing Public Relations Services for the Board. Written authorization may be provided through email, fax or letter. Any and all time invested by Commission resources that are included in a formal proposal accepted by the Board's superintendent, or his/her designee shall be billable. Communications between the Board and the Commission pertaining to the provision of Public Relations Services shall remain confidential to the extent permitted by law.
6. The Commission shall bill the Board for the Services rendered on a monthly basis. The Board shall remit all amounts payable to the Commission within thirty (30) days following the receipt of each such invoice.
7. The Board shall defend, indemnify and hold harmless the Commission, its agents, officials, representatives and employees from and against all claims, damages, or losses for which the Board is legally liable, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or part, from any intentional or negligent act or omission by the Board relative to the Services provided under this Agreement. This obligation shall be limited to claims, damages or losses covered by applicable insurance maintained by the Board.
8. The Commission shall defend, indemnify and hold harmless the Board, its agents, officials, representatives and employees from and against all claims, damages, or losses for which the Commission is legally liable, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or part, from any intentional or negligent act or omission by the Commission in rendering services under this Agreement. This obligation shall be limited to claims, damages or losses covered by applicable insurance maintained by the Commission, and shall exclude any claims, damages or losses in due process matters/proceedings and matters/proceedings related to provision of public relations services by the Commission.

9. This contract shall terminate at the expiration of June 30, 2020. No Services shall be performed by the Commission thereafter in the absence of appropriate prior authorization from the Board to do so, including a guarantee that the Commission shall be paid for all of the Services performed and costs incurred after the date of expiration. Notwithstanding the expiration date, either party may terminate this agreement prior to the expiration date of June 30, 2020 by giving sixty (60) days written notice to the other of its intent to terminate. This sixty (60) day termination provision also applies to placement of specific service providers. Termination shall become effective at the end of the notice period unless the Commission requests or agrees to an earlier termination date. Early termination shall not relieve the Board of the obligation to pay for any Services provided by the Commission through the end of the notice period. Any notice of termination shall be sent by certified mail. The notice period shall commence upon receipt of the certified mail. During the sixty (60) day period after such notice is received, the parties shall continue to act towards each other in good faith. Notice of termination to the Board shall be addressed to the Board at the address set forth on page one (1). Notice of termination to the Commission shall be directed to the address set forth in page one (1).
10. During the term of this contract and for a period of two (2) years following the termination of this contract, the Board agrees not to solicit for hire or hire as an employee, consultant or independent contractor, any employee and/or independent contractor under contract with the Commission. Should the Board desire to hire one of the Commission's employees, the Board agrees to provide sixty (60) days written notice to the Commission of its intent to hire. Upon resignation by the employee from the Commission and hiring by the Board, the Board agrees to pay the Commission a liquidated damages fee equal to one (1) month of the employee's last annual salary at the Commission. Should the Board desire to hire one of the Commission's independent contractors, the Board agrees to provide sixty (60) days written notice to the Commission of its intent to hire. Upon separation by the independent contractor from the Commission and hiring by the Board, the Board agrees to pay the Commission a liquidated damages fee of \$1,000.00.

SIGNATURES ON NEXT PAGE

In witness whereof, and intending to be legally bound, the parties hereby set their hand and seals.

PENNSVILLE BOARD OF EDUCATION

BY: _____
(Authorized Signature)

NAME _____

DATE: _____

TITLE: _____

WITNESS: _____
(Signature)

NAME: _____

DATE: _____

Camden County Educational Services Commission

W P Madden

BY:

W. Patrick Madden
Business Administrator & Board Secretary

DATE: April 4, 2019

WITNESS:

Sheila MacNeill

NAME:

Sheila MacNeill

DATE: April 4, 2019

Camden County Educational Services Commission- Price List for Fiscal Year 2019-2020

Transportation Services

Contracted Routes	Vendor cost plus 5%	
Aide in Lieu	State limit plus 5%	
Departmental Operations, Management, and Logistics	Custom Quote	

Nonpublic School Services

Compensatory Education	Cost not to exceed State funding	
ELL		
Home Instruction		
Supplemental Instruction		
Speech-Language Services		
Examination and Classification		
Nursing Services		
Instruction (Title I ~ IDEA)	Teacher	Assistant
• Regular School Day	\$442.00/day (6.5 hrs)	\$163.00/day (6.5 hrs)
• After Hours Services	\$45.00/hour	\$23.00/hour

Child Study Team & Professional Services (Subject to staff availability)

Evaluations:		
• Psychological, Educational, Social, Speech/Language	\$360 per evaluation	\$505 non-English
• Speech/Articulation Only	\$125 per evaluation	
• Three Evaluation Bundle	\$975	\$1,450 non-English
• Bilingual Speech and Language Evaluation (English/Spanish)	\$695	(No bundle option)
• Psychoeducational	\$710	\$985 non-English
• PT or OT (without Sensory)	\$300 per evaluation	
• OT (with Sensory)	\$400 per evaluation	
• AAC	\$680 per evaluation	Consultation \$80.00/hour

Transition Services:

• Project Search One Year School To Work Program	\$35,000/Student	Subject to Program Guidelines
• Program Consultation	\$95 / hour	
• SLE Consultation	\$75 / hour	

• Job Coaches	\$26 / hour	Part-Time Staffing
• Transportation	\$125 per day/bus	or Vendor Cost plus 5%

Other Services:

• Professional Development	\$1,500.00 / day (6 hours)	\$ 750 (3 hours)
• Translator/Interpreter for meetings	\$60 / hour	
• IEP/Service Plan Development	\$125	
• Case Management & Service Plan Development	\$165 per case	
• Transfer Case Review of Records	\$50	
• Service Plan/IEP Revision	\$45	
• CST Additional Services	\$68 / hour	One hour minimum
• CST Administrative Consultation	\$95 / hour	
• SEMI Oversight and EasyTrac™ logging	Custom Quote	

Related Services- Contracted 3rd Party Providers (Speech, Physical/Occupational Therapy, BCBA, ECBA, etc.)

Therapy, Consultations, Evaluations, Meetings	Vendor Cost plus 5%	
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Public School Certified Staff Services

Teacher-NJ DOE Certified	\$476.00/day (7 hrs) \$238.00/half-day (3 hrs) (Minimum 1/2 day)	
Educational Specialist:		
Speech-Language Specialist, School Counselor, LDTC, School Psychologist, Occupational Therapist, Physical Therapist, School Social Worker, School Nurse		

Communications and Public Relations Services

Consulting	\$95.00 / hour	
Third Party Providers	Vendor Cost plus 5%	

ITINERANT/SHARED SERVICES AGREEMENT 2019-2020

THIS AGREEMENT, as of the date set forth below, is entered into between SALEM COUNTY SPECIAL SERVICES SCHOOL DISTRICT BOARD OF EDUCATION ("SCSSSD") and Pennsville Township School District Board of Education.

SCSSSD has developed an Itinerant/Shared Services program in an effort to respond to the requests of the Local Districts for onsite therapeutic intervention. The Local District may provide for these services directly or through contracted services with outside agencies or by agreement with other boards of education. The individuals employed maintain all required licensure and certification in their respective fields.

Through this Agreement, SCSSSD shall provide to the Local District Itinerant/Shared Services for students to assist the Local District in fulfilling its responsibility in providing related services in accordance with applicable law. SCSSSD will recruit, interview and employ the professionals needed to provide Itinerant/Shared Services. Professionals will be assigned and evaluated by SCSSSD. Local Districts may not request specific services providers by name. Itinerant/Shared Services shall be provided in the local school or private school.

The Local District agrees to make payments for services to SCSSSD within 90 days of the billing date or a 5% finance charge will be assessed. In addition to direct student contact time, Districts will be billed for time spent in preparation, scheduling students, consultation with teachers, travel, documentation, therapy notes, report writing and phone calls related to student services.

1. Compensation

Charges shall be based on the following rates:

Occupational Therapy Evaluation	\$350.00 Per Eval
Physical Therapy Evaluation	\$350.00 Per Eval
Speech and Language Evaluation	\$350.00 Per Eval
Speech Evaluation (Articulation, Fluency, Voice)	\$250.00 Per Eval
Augmentative/Alternative Communication	\$500.00 Per Eval
Occupational Therapy	\$92.00 Per Hour
Physical Therapy	\$92.00 Per Hour
Speech/Language Therapy	\$89.00 Per Hour
Psychological Evaluation	\$375.00 Per Eval
Reading Specialist Evaluation	\$375.00 Per Eval
Learning Evaluation	\$375.00 Per Eval
Social History Evaluation	\$375.00 Per Eval
Home Instructor	\$50.00 Per Hour
Transportation Aide (Bus) 2 Hour Minimum	\$33.00 Per Hour
Reading Specialist	\$88.00 Per Hour
Special Education Instruction	\$88.00 Per Hour
Counseling	\$88.00 Per Hour

LDTC Services	\$445.00 Per Diem
Teacher of the Handicapped	\$445.00 Per Diem
Psychological Services	\$445.00 Per Diem
Social Worker Services	\$445.00 Per Diem
CFY (Clinical Fellowship Year) Supervision For Speech Therapists	\$2500.00 Per Year

The Local District will be billed monthly. All billing will be done on half hour increments. All additional costs generated by unique requests will be borne by the Local District.

2. Cross-Indemnification

The parties agree to indemnify and hold one another harmless for all liability and cost, including reasonable attorneys' fees, resulting from any claim due to indemnifying party's act or omission to act under this Agreement.

3. Term

This agreement shall be effective July 1, 2019 and shall continue through June 30, 2020.

4. Non-competition Clause

The Local District agrees that it will not enter into nor solicit any contract or agreement with any provider as a result of this agreement under the terms of this contract for one year following termination of such relationship. The parties agree that the non-competition clause contained herein is reasonable and shall abide by same.

5. Mutual Agreement

The Local District and SCSSSD agree to abide by the following:

- A. Each of the parties agree to take action, execute and deliver such additional documents as may be necessary or appropriate to carry out the terms of this Agreement.
- B. This Agreement shall be governed by, construed and interpreted under the common and statutory law of the State of New Jersey, unless superseded by any applicable Federal law or regulation.
- C. This Agreement shall be binding upon and inure to the benefit of the parties herein, their successors and assigns. The rights and obligations may not be assigned without prior notice.
- D. If any paragraph, portion of any paragraph or part of this Agreement is determined to be invalid, null or void for any reason whatsoever, then remaining parts or portions of this Agreement shall continue in full force and effect and shall not be affected in any way by the parts or portions determined to be invalid.

6. Entire Agreement

This Agreement contains the entire agreement between the parties as to such itinerant/shared services superseding all prior agreements or understanding of the parties relating thereto.

7. Amendments

This Agreement may be amended only by the written consent of the parties.

8. Waiver

Any term or provision of the Agreement may be waived in writing at any time by the party entitled to the benefit thereof. The failure of either party at any time to require performance of any provision of this Agreement shall not affect the right at a later time to enforce such provision. No consent or waiver by either party to any default or to any breach of a condition or term of this Agreement shall be deemed or construed to be a consent or waiver to any other breach or default.

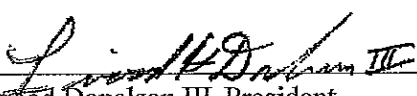
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below:

Attest:

SALEM COUNTY SPECIAL
SERVICES SCHOOL DISTRICT



John H. Bolt
School Business Administrator



Lynwood Donelson III, President

Dated: 3/27/19

Dated: 3/27/19

Attest:

Pennsville Township School District BOARD
OF EDUCATION

School Business Administrator

Dated: _____

Dated: _____

NON-PUBLIC
PUBLIC LAW 1977 CHAPTERS 192-193 AGREEMENT
2019-2020 SCHOOL YEAR

This AGREEMENT made the 1st day of September, 2019 by and between Salem County Special Services School District (hereinafter "SCSSSD") office located at **880 Route 45 in Woodstown, NJ**, and the BOARD OF EDUCATION OF Pennsville School District for services for Salem County Christian Academy in the county of Salem, New Jersey (hereinafter the "Board"):

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Education Program:** The Board agrees to purchase the auxiliary and handicapped services pursuant to P.L. 1977, Chapters 192-193 from SCSSSD. SCSSSD agrees to provide the auxiliary and handicapped services to those eligible students identified in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education and the policies of the Board of Education of SCSSSD.

The auxiliary and handicapped services to be provided are limited to P.L. 192 Compensatory Education, English-As-A-Second Language, Transportation and Maintenance, Home Instruction, P.L. 193 Supplementary Instruction, Speech Correction, and Examination and Classification for eligible pupils. SCSSSD will provide the following:

- a. Pupil Identification Process
- b. Child Study and Speech Pupil Evaluation
- c. Development of required Individual Service Plans (ISPs)
- d. Instructional Equipment, and Specialized Instruction Supplies and Materials
- e. Staff Development, Observation and Evaluation(s) per law
- f. Supervision and Administration required for the implementation of services and programs

SCSSSD shall complete all State required reports including the nonpublic auxiliary and handicapped report and project completion reports for the review of the Board.

The Board shall require that schools forward all State mandate reports, forms and pupil applications directly to SCSSSD.

2. **Payment of State Aid:** The Board agrees to pay SCSSSD monthly based on the funding of the State of Education and actual services rendered. The Board will receive a funding statement, a detailed statement of the students receiving services, copy of the new 407-1's with the monthly invoice.

Billing will commence in September and shall continue for (9) successive months, with each payment due no later than the fifteenth (15) day of each month. SCSSSD must provide the services at a cost not to exceed the amount of the state funds received by the board for the programs.

The annual billing charge for each eligible pupil provided services in PL 192-193, shall be based on approved State Aid figures as listed each year. **See attached 2018-2019 NJ State Funding Statement.**

Eligible student and service verification shall be provided to the Board by 407-1 student application forms and/or computer printout report, included as part of the monthly billing and project completions report information.

3. **School Year:** SCSSSD, in its sole discretion, shall fix the school calendar for the School Year, and it is understood by the Board that SCSSSD school year and school calendar may not coincide with the school year calendar of the Board. A copy of SCSSSD school calendar shall be furnished to the Board by SCSSSD on or before **September 1st** of the School Year. SCSSSD reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any classes due to inclement weather or other reasons. In the event of the cancellation or alteration of the class schedule, SCSSSD shall furnish to the Board as much advance notice as practicable under the circumstance. SCSSSD shall attempt to follow the calendar of the nonpublic school as able.

4. **District Authorizations:** The Board authorizes parents of nonpublic schools to submit student applications directly to SCSSSD.

The Board authorizes SCSSSD to verify eligibility and complete the disposition section of the application.

The Board authorizes SCSSSD to sign the disposition section of the student application.

The Board authorizes SCSSSD to maintain electronic files and make those files available to district personnel as needed.

5. **Staff:** SCSSSD shall employ all staff required to provide the educational programs and services identified in this agreement. SCSSSD shall ensure that all staff have the appropriate certifications and are employed in accordance with all rules and regulations of the New Jersey Department of Education.
6. **Facilities:** Instruction and services will take place in the nonpublic school.
7. **Records:** SCSSSD shall maintain all student records and shall provide the names of students and new student applications to the Board with the monthly billing statements. SCSSSD shall also make said records available to the Board in electronic media whenever possible.
8. **Application Documents and Procedure:** Enrollment in the educational programs is based upon State eligibility requirements.

9. **Independent Contractor:** The Board is not an agent of SCSSSD. The Board shall have no authority to bind SCSSSD by any representation, warranty or agreement, unless specifically authorized in writing by SCSSSD. SCSSSD employees shall not be deemed or treated as employees or agents of **Pennsville School District**.

SCSSSD is an independent contractor under this agreement, and no employee, officer, or director of SCSSSD shall have the authority to bind **Pennsville School District** by any representation, warranty or agreement unless specifically authorized in writing to do so by **Pennsville School District**. Board employees shall not be deemed or treated as employees or agents of SCSSSD.

10. **New Jersey Law:** This agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.

This contract is further subject to the rules and regulations of the State of New Jersey as to programming and services provided. SCSSSD shall not be liable for delays or termination of services by reason of actions by the State of New Jersey or the State Department of Education, which results from the withdrawal of funding, facility state approval, or lack thereof.

11. **Staff:** **Pennsville School District** agrees not to hire, in any capacity, any assigned staff member(s) affiliated with SCSSSD during the terms of the agreement and for a period of one (1) year following termination of said affiliation with SCSSSD for any reason.

12. **Indemnification:** The Board shall defend, indemnify, protect and save and keep harmless SCSSSD, its successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by or arising out of the education program, the classification or placement of each pupil, including but not limited to claims by the New Jersey State Department of Education, pupils enrolled in the special education classes, or the parents of such pupils.

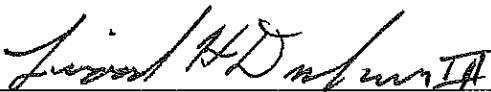
13. **Termination:** The parties agree that either may terminate the Agreement upon written notice prior to **January 1st** of each contract year upon the other. No cause shall be required for either party to terminate this Agreement. Should any dispute arise regarding the termination of the Agreement, it shall be submitted to the Salem County Superintendent for resolution. His or her decision regarding any such dispute shall be final.

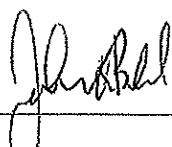
Neither party shall have any further financial responsibility to the other arising out of this Agreement other than the payments called for in the body of the Agreement.

14. **Entire Agreement:** This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

ACCEPTED AND APPROVED:

FOR THE SCSSSD:

By:  Date: 2/26/19
Board President

Witness: 
By: _____ Date: 2/26/19
Witness Name: John H. Bolil

FOR THE BOARD:

By: _____ Date: _____
Board President

Witness:
By: _____ Date: _____

SALEM COUNTY SPECIAL SERVICES SCHOOL DISTRICT
PO BOX 126, 880 ROUTE 45
WOODSTOWN, NJ 08098

CHAPTER 226 NONPUBLIC NURSING SERVICES AGREEMENT
PENNSVILLE TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION
2019-2020 SCHOOL YEAR

THIS AGREEMENT made on the 1st day of July, 2019, by and between the Salem County Special Services School District, (hereinafter referred to as SCSSSD), and the Pennsville Township School District Board of Education for Salem County Christian Academy (hereinafter referred to as the Board).

WHEREAS, the Legislature of the State of New Jersey has found and determined that the welfare of the State requires that all school-age children be assured equal access to appropriate health care services; and,

WHEREAS, P.L. 1991, Chapter 226 provides that each Board of Education of a district in which a non-public school is located shall provide certain nursing services and may provide additional medical services to those students who are enrolled full time in the non-public school;

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the Parties as set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Nursing Services to Non-public Schools

SCSSSD shall provide the following nursing services for pupils within the District the Board serves who are enrolled full time in the non-public school, subject to the limitations set forth in Sections 3,4, and 5 below:

- a. Assistance with medical examinations, including dental screening;
- b. Conducting screening of hearing examinations;
- c. The maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized;
- d. Conducting examinations of pupils between the ages of 10 and 18 for the condition known as Scoliosis; and
- e. Conducting vision screenings

2. Additional Medical Services

To the extent the funding for nursing services set forth in paragraph 6 below is available, SCSSSD may provide equipment and materials authorized under P.L. 1991, Chapter 226.

3. Instructional Services Not Included

SCSSSD shall not provide instructional services to non-public schools in connection with the provision of services referred to above.

4. Non-public School Declining Nursing Services

A non-public school may decline the nursing services which are provided for herein by submitting written notification to the Board from the appropriate administrator of the non-public school. The Board will inform SCSSSD in writing that is relieved of responsibility hereunder for providing such services.

5. Parent or Guardian Objection

A pupil who is enrolled in a non-public school and whose parent or guardian objects to the pupil receiving any services provided hereunder shall not be compelled to receive the services except for a physical or medical examination to determine whether the pupil is ill or infected with a communicable disease pursuant to N.J.S.A. 18A:40-30. In the event that a parent or guardian object to the pupil receiving any nursing services provided for herein, SCSSSD is relieved of responsibility hereunder for providing such services.

2019-2020 Non-Public Nursing Services

6. Payment

The Board agrees to pay to SCSSSD a sum equal to the full funding that is allocated by the State Department of Education for nursing services to non-public schools within the district it serves pursuant to the provisions of Chapter 226, Laws of 1991. Billing will be based on an October 15 student count in the current school year and there will be no billing adjustment for students added or withdrawn after October 15. Annual billing will be sent to public schools following the October 15 student count. The Board shall pay the SCSSSD monthly, quarterly or in full contingent upon the Board's schedule of funding from the State Department of Education. The term of this contract is the 2019-2020 school year.

7. Term and Termination of the Agreement

The terms of this Agreement shall be for one (1) year, effective **July 1, 2019**, and shall automatically renew for successive one (1) year period thereafter as specified below unless otherwise terminated by the Parties.

Should the Board decide not to renew this Agreement for any successive terms, the Board shall deliver a notice of termination of services for the following school year, in writing, no later than February 1st of the then current contract year. In the absence of the timely delivery of such notice of termination, this Agreement shall commit the Board to receiving and paying for Nursing Services from SCSSSD for the following school year pursuant to paragraph six (6) of this Agreement.

Notwithstanding the duration of this Agreement, at any time prior to **June 30, 2020**, SCSSSD may terminate this Agreement with or without cause by providing sixty (60) days written notice to the Board. If SCSSSD terminates this Agreement, the Board shall pay the SCSSSD for all services rendered through the last day of the provision of the CST Services by SCSSSD to the Board.

8. Non-Solicitation of SCSSSD Employees

The Board agrees that it shall not hire, in any capacity, or otherwise solicit for employment any SCSSSD employees assigned to provide the Nursing Services to the Board during the terms of this Agreement and for a period of one (1) year following termination of the Agreement.

9. Notices

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

If to SCSSSD:

John H. Bolil, School Business Administrator/Board Secretary
Salem County Special Services School District
880 Route 45, PO Box 126
Woodstown, NJ 08098

If to the Board:

Pennsville Township School District Board of Education
30 Church Street
Pennsville, NJ 08070

10. Approval

This Agreement has been approved by each Party at a duly convened meeting. The respective individuals executing this Agreement are duly authorized on behalf of each Party to enter into this Agreement.

2019-2020 Non-Public Nursing Services

11. 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 in writing signed by each of the Parties hereto.

12. Governing Law and Dispute Resolution

This Agreement shall, in all respects, be governed by and construed under the laws of the State of New Jersey. Should any dispute arise regarding this Agreement, it shall be submitted to the Salem County Executive Superintendent for resolution. His or her decision regarding any such dispute shall be final and binding upon both Parties.

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. 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.

AGREED TO: Pennsville Township School District Board of Education

BY: _____
School Board President

Date

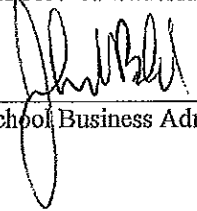
BY: _____
School Business Administrator/Board Secretary

Date

AGREED TO: Salem County Special Services School District Board of Education

BY: 
School Board President

2/26/19
Date

BY: 
School Business Administrator/Board Secretary

2/26/19
Date

APPROVED BY: _____
Executive County Superintendent of Schools

Date

**SALEM COUNTY VOCATIONAL TUITION CONTRACT AGREEMENT
For County Vocational Districts**

AGREEMENT dated this 1st day of September 2019, between the Pennsville Board of Education, in the County of Salem and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the Salem County Vocational School District Board of Education, in the County of Salem and the State of New Jersey (hereinafter referred to as the "RECEIVING DISTRICT").

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
- 1a. The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for the resident pupils in grades 9 through 12 from SENDING DISTRICT.

CAREER AND TECHNICAL AND ACADEMY PROGRAMS

Appendix to this Agreement:

Total 2017-2018 Tuition Adjustment due: \$34,270..83

2. This AGREEMENT shall be in effect for the 2019 - 2020 school year. The educational services shall commence on September 05, 2019 and terminate on June 30, 2020.
3. Tuition charges, as part of this AGREEMENT, as well as the payment of same shall be made in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
4. The SENDING DISTRICT agrees to pay one-tenth of the tentative tuition charge of \$ 52,042.50 each month to the RECEIVING DISTRICT commencing no later than September 1, 2019 and continuing through June. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of \$4,050 (Full-time) or \$2,025 (Shared-time) * multiplied by an estimated average daily enrollment of (121) Full time/Academy, (15) Shared time pupils. Based on this formula the tentative annual charge shall be \$ 520,425.00.
- 4a. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received and/or the applicable non-resident fee charged was greater than the actual non-resident fee, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the second school year following this contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT in accordance with the following payment schedule is: June 30, 2022 and 100%.
- 4b. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received and/or the applicable non-resident fee charged was less than the actual non-resident fee, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the second school year following the contract year the amount owed as follows:

CHECK ONE ONLY

☒ [X] All of the amount owed, ☐ [] None of the amount owed, **OR** ☐ [] Part of the amount owed as indicated in this space.

The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule: June 30, 2022 and 100%.

- 4c. In the event that it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4d. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
 5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
 6. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.
- IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed this 1st day of September 2019.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION



PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION



SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION

**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

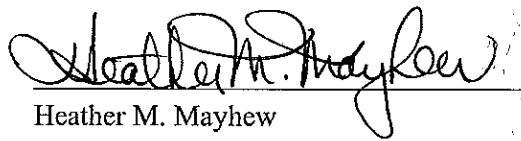
WHEREAS, the Pennsville Board of Education intends to enter into contracts with State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current state contracts; now, therefore, be it

RESOLVED, the Pennsville Board of Education authorizes the Purchasing Agent to purchase certain goods or services from approved New Jersey State Contract Vendors for the 2019-2020 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, 2019 to June 30, 2020.

May 28, 2019


Heather M. Mayhew
Business Administrator/Board Secretary

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, Heather Mayhew 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 Heather Mayhew 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 Heather Mayhew's certification to the Director of the Division of Local Government Services.

I, Heather Mayhew, 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 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 28, 2019.

Heather M. Mayhew, Board Secretary

THE PUBLIC EMPLOYER TRUST AGREEMENT

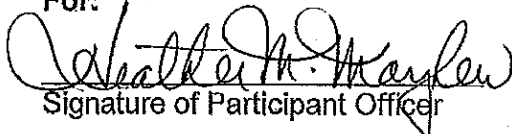
The Pennsville Board of Education, as a current participant in the Public Employer Trust (herein after known as "Trust"), for the policy period beginning **July 1, 2019 - June 30, 2020** understands and agrees to the following:

- 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 (), Medical (x), 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:


Signature of Participant Officer

Heather Mayhew
Name of Participant Officer

Business Administrator
Title or Position

4/25/19
Date

The Public Employer Trust


Signature of B&B Benefit Advisors Representative

Jack McDermott
Name of Representative

Sr. Vice President, Employee Benefits Division
Title

4/25/19

PENNSVILLE BOARD OF EDUCATION

FILE CODE: 1330

USE OF SCHOOL FACILITIES

The District facilities belong to the community, which paid for them for the primary purpose of offering a full educational program for its children. Prudent use and management of school facilities outside of the regular operating schedules -- providing that such use does not interfere with the orderly conduct of a thorough and efficient system of education -- allows the community to benefit more broadly from the use of its own property.

The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by Superintendent or his/her designee for:

- A. Uses and groups directly related to the school and the operations of the school;
- B. Uses and organizations indirectly related to the school;
- C. Departments or agencies of the municipal government;
- D. Other governmental agencies;
- E. Community organizations formed for charitable, civic or educational purposes;
- F. Community political organizations;
- G. Community church groups.

Charges for the use of school facilities during normal operating hours shall be waived for the following organizations in the Pennsville School District when admission is not charged and such use does not include the kitchen:

Parent Associations	Booster Clubs
Civic Organizations	Senior Citizen Groups
Girl/Boy Scouts	Pennsville Municipality
Church Groups	Community Political Organizations

All other organizations or persons granted the use of school shall within thirty (30) days of use pay the scheduled fee and the cost of any additional staff services required by the use.

The use of school facilities shall not be granted for the advantage of any commercial or profit-making organization, private social functions, or any purpose which is prohibited by law. In the event the Superintendent or his/her designee deems it advisable, any application may be submitted to the Board for consideration.

The Superintendent or his/designee and/or the Board may refuse to grant the use of a school building whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

Smoking is prohibited at all times in any district building or on school grounds. No one may bring alcoholic beverages onto any school property. All facility use shall comply with state and local fire, health, safety and police regulations.

The Board shall annually approve a schedule of fees for the use of school facilities.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted. The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use. Where rules so specify, no item of equipment may be used except by a qualified operator.

Use of District equipment on the premises by nonschool personnel is limited to the equipment that is an integral part of the facility being used, *i.e.*, the stage lights and piano in the auditorium, the basketball baskets in the gym. No district equipment shall be removed from the premises for use by non-district personnel.

The Superintendent or his/her designee shall develop regulations for the use of school facilities and such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. The Board shall require that all users of school facilities comply with policies of this board and the rules and regulations of this District, including, but not limited to, the Board's Sports Related Concussion and Head Injury Policy. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by such rules.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, person, group or organization nor the purposes they represent.

Date: August 30, 2004
 Reviewed/Revised: November 24, 2008
 Reviewed/Revised: April 30, 2012

<u>Legal References:</u>	<p><u>N.J.S.A.</u> 18A:11-1 General mandatory powers and duties</p> <p><u>N.J.S.A.</u> 2C:33-16 Alcoholic beverages; bringing or possession on school Property by person of legal age; penalty</p> <p><u>N.J.S.A.</u> 18A:20-34 Use of schoolhouse and grounds for various Purposes</p> <p><u>N.J.S.A.</u> 26:3D-55 New Jersey Smoke-Free Air Act</p> <p><u>N.J.S.A.</u> 18A:54-20 Powers of board (county vocational schools)</p> <p><u>N.J.A.C.</u> Policies and procedures for school facility operation</p> <p>20 U.S.C.A. 4071 - 4074 - Equal Access Act</p> <p>GOALS 2000: Educate America Act (Pro Children Act of 1994), Pub. L. 103-227</p> <p>No Child Left Behind Act of 2001, Pub. L. 107-110, 20 U.S.C.A. 6301 et seq.</p> <p><u>Resnick v. East Brunswick Twp. Bd. of Ed.</u>, 77 N.J. 88 (1978)</p> <p><u>Boy Scouts of America v. Dale</u>, 120 S.Ct. 2446 (2000)</p>
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USE OF SCHOOL FACILITIES (con't.)

File Code 1330

Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001)

Possible

Cross References:

1230	School-connected organizations
1330R	Use of School Facilities
3514	Equipment
3515	Smoking prohibition
5141.8	Sports Related Concussion and Head Injury
6145	Extracurricular activities

INTERLOCAL SERVICE AGREEMENT
CUSTODIAL SERVICES

By and Between
PITTSBURGH TOWNSHIP PUBLIC SCHOOL DISTRICT
And
PENNSVILLE SCHOOL DISTRICT
July 1, 2019 through June 30, 2020

THIS AGREEMENT dated this 9th day of May 2019, by and between the **Pittsgrove Township Public School District** (Pittsgrove) and the **Pennsville School District** (Pennsville).

WHEREAS Pittsgrove wishes to enter into an Interlocal Service Agreement, for the purposes of providing custodial services for Pennsville Schools effective **July 1, 2019 through June 30, 2020**, as outlined in the Master Contract between Pittsgrove and GCA, and

WHEREAS both parties agree to the terms and conditions outlined in the Master Contract between Pittsgrove and GCA and wishes to join that contract for a term of twelve (12) months, effective July 1, 2019 through June 30, 2020.

WHEREAS Pittsgrove 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 **\$1,202,564.21**
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, 2020, 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: _____

Steven DiMatteo, Board President

Attest: _____

Darren Harris
Board Secretary/Business Administrator

PENNSVILLE SCHOOL DISTRICT

By: _____

Board President

Board Secretary/Business Administrator