

2018-2019

**STUDENT TRANSPORTATION CONTRACT ADDENDUM****COPY**

Board of Education of: PENNSVILLE TOWNSHIP

In the County of: SALEM

Contractor: WYSHINSKI BUS SERVICE, INC.

Terminal Location: 12 E GRIFFITH ST, PENNS GROVE, NJ 08069

Contractor Code: 0948

Multi-contract Number: CR0217

Route #: 2017

Bid #: B0217

Renewal #: 2

**2018-2019 Contract Cost**

Per Diem: \$383.15

OR

Per Annum:

Contract Term - From: September 1, 2018

To: June 30, 2019

The amount of compensation shall be increased/decreased in accordance with the bid at a rate of:

Per Pupil:

Per Vehicle:

Per Mile: \$1.50

Per Aide:

## 2018-2019

**Board of  
Education:  
PENNSVILLE  
TOWNSHIP**

Multi-Contract Number: CR0217

Route #: 2017

Бидоош: 130217

**Contract Period:** From September 1, 2018 to June 30, 2019

Contractor Name: **WYSHINSKI BUS SERVICE, INC.**

Terminal  
Location: 12 E GRIFFITH ST, PENNS  
GROVE, NJ 08069

Contract Code: 0945

| Renewal to 2 | 2018-19 Per Diem | Contract Cost |
|--------------|------------------|---------------|
|              |                  |               |

**\$283.15**

**This contract is cancelled effective**

IN WITNESS WHEREOF, the parties hereto have duly signed this contract addendum,

**The final annual adjusted cost is**

ಪ್ರಜಾಪೀಠದ - ಶಾಖಾಂಗಣ: ಹರಿಹರ ಪೀಠದಲ್ಲಿ

**Dates**

**ડિજિટાઇઝેશન - લેન્ટાઇ ઇન્ડિયન નિષ્કાંક્ષા**

Notary to the Contractor - Subscribed and sworn before me

**ಸಿಬ್ಬಂದಿಗಾಗಿ - ವಿರಾಮ**

**பொது**

**Why commission expires:**

**COPY**

2018-2019

**REQUEST FOR APPROVAL OF TRANSPORTATION CONTRACT ADDENDUM**

**TO:** Executive County Superintendent of Schools  
**FROM:** School Business Administrator  
PENNSVILLE TOWNSHIP Board of Education  
**DATE:** February 26, 2019  
**SUBJECT:** 2018-2019 Student Transportation Contract - Addendum

**COPY**

The following student transportation contract addendum and related documents are being submitted for your review and approval.

\_\_\_\_\_  
Signature - School Business Administrator/Board Secretary

**Contractor Name:** WYSHINSKI BUS SERVICE, INC.

| Multi-<br>Contract<br>Number | Route<br>Number | Addendum<br>Number | Final<br>Adjusted<br>Contract<br>Amount | FOR COUNTY OFFICE USE ONLY: |             |          |
|------------------------------|-----------------|--------------------|---|-----------------------------|-------------|----------|
|                              |                 |                    |   | Approved                    | Disapproved | Comments |
| CR0217                       | 2017            | 2                  | \$405.56                                |                             |             |          |

The above listed transportation addendum and related documents have been reviewed as to form and is approved/disapproved as noted.

This contract is cancelled effective \_\_\_\_\_

The final annual adjusted cost is \_\_\_\_\_

**FOR COUNTY OFFICE USE ONLY**

Additional Comments (if necessary):

\_\_\_\_\_  
Executive County Superintendent of Schools

\_\_\_\_\_  
Date

## 2018-2019 Joint Transportation Agreement

|                 |                  |        |       |
|-----------------|------------------|--------|-------|
| Joiner District | Oldmans Township | County | Salem |
|-----------------|------------------|--------|-------|

The joiner district agrees to pay the host district the sum specified herein which may be adjusted based on changes to the route. The cost to the joiner district will be based on actual costs.

3/4/2019  
11:44 AM

## 2018-2019 Joint Transportation Agreement - To and From School

Joiner District To and From Total Route Cost: **\$1,146.13**

Jointure Contract with Oldmans Twp 030519  
Version 1/2018

**PENNSVILLE BOARD OF EDUCATION**

**FILE CODE: 1330**

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**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

|                                 |   |   |
|---------------------------------|---|---|
| <b><u>Legal References:</u></b> | <u>N.J.S.A.</u> 18A:11-1<br><u>N.J.S.A.</u> 2C:33-16<br><br><u>N.J.S.A.</u> 18A:20-34<br><br><u>N.J.S.A.</u> 26:3D-55<br><u>N.J.S.A.</u> 18A:54-20<br><u>N.J.A.C.</u><br><br>20 U.S.C.A. 4071 - 4074 - Equal Access Act<br>GOALS 2000: Educate America Act (Pro Children Act of 1994), Pub. L. 103-227<br>No Child Left Behind Act of 2001, Pub. L. 107-110, 20 U.S.C.A. 6301 et seq.<br><u>Resnick v. East Brunswick Twp. Bd. of Ed.</u> , 77 N.J. 88 (1978)<br><u>Boy Scouts of America v. Dale</u> , 120 S.Ct. 2446 (2000) | General mandatory powers and duties<br>Alcoholic beverages; bringing or possession on school Property by person of legal age; penalty<br>Use of schoolhouse and grounds for various Purposes<br>New Jersey Smoke-Free Air Act<br>Powers of board (county vocational schools)<br>Policies and procedures for school facility operation |
|---------------------------------|---|---|

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                |



**PENNSVILLE SCHOOL DISTRICT**

**Instruction/Curriculum**

**TITLE: SPECIAL ED COACH/PIRT SPECIALIST**

**QUALIFICATIONS:**

1. Hold a New Jersey instructional certificate in accordance with the requirements of N.J.S.A. 18A:27:1, et seq., and N.J.A.C. Title 6 Chapter 11 with appropriate special education endorsement(s) (N.J.A.C. 6:11-8.3) and other endorsements for the position held (N.J.A.C. 6:11-6.1, 6.2, or 8.1, et. seq.) (Special Education Teacher)
2. Have excellent experience in teaching and/or working with Pre-K children.
3. Have the ability to assist preschool staff in addressing children's persistent challenging behaviors.
4. Demonstrate knowledge and understanding of early childhood education, child growth and development, effective instructional strategies, classroom management, learning assessment and diagnosis, and research related to learning and students needs to learn early childhood education.
5. Have knowledge and training in early childhood education, child development, the district chosen curriculum, and the four levels of the Pyramid Model and Positive Behavior Supports.
6. Exhibit positive interpersonal skills to relate well with students, staff, administration, parents, and the community.
7. Ability to maintain a positive learning environment.
8. Strong interpersonal and communication skills.
9. Current residency in New Jersey, approved residency waiver or candidate agrees to obtain residency within one year of employment.
10. Demonstrate the ability to communicate effectively and concisely in English, both orally and in writing, using proper grammar and vocabulary.

**REPORTS TO:** Principal and/or his/her designee

Board Approved:

## **PENNSVILLE SCHOOL DISTRICT**

### **JOB GOAL:**

The Preschool Intervention and Referral Specialist-Early Childhood Education consults with Master Teacher(s) and Pre-K classroom teachers to adopt and modify teaching practices to help preschool children meet the Preschool Standards, as required by N.J.A.C. 6A:13A-4.4. Assumes professional responsibility for providing learning experiences and supervision of assigned young students in a supportive and positive classroom climate in the early childhood program that develops in each child the skills, attitudes, and knowledge to provide a good foundation for continued education, following the approved curricula and directives of the school. In addition, they will strive to meet the highly effective criteria for the preparation of lesson plans, the use of data to drive instruction, the delivering of quality instruction, addressing the needs of diverse learners through differentiation, classroom environment, leadership, and professionalism. Achieving academic excellence requires that the Pre-K staff work collaboratively with other members of the school staff and with parents of each child.

### **PERFORMANCE RESPONSIBILITIES:**

1. Establish high standards and expectations for young children for academic performance and responsibility for behavior.
2. Provide support and suggested interventions to preschool teachers, families and other preschool and Early Childhood personnel so that all children can succeed within the general education classrooms.
3. Provide professional development to Early Childhood staff, classroom teachers, paraprofessionals, special education support staff, administrative staff, and parent and families on the district's social and emotional curriculum.
4. Establish PIRT assistance Protocols.
5. Conduct classroom visits to observe, coach, model strategies, make verbal and written recommendations, and provide feedback regarding a child's Intervention Plan.
6. Modify and adapt a child's Intervention Plan and monitor IEP's of students in the preschool program.
7. Evaluate the progress of the child and, if necessary, facilitate a written referral to the school district Child Study Team, as set forth in N.J.A.C. 6A:14.
8. Facilitate the transition of all PIRT case files to kindergarten and CST, as necessary.
9. Promotes active learning using structured and unstructured activities that foster the social, physical, cognitive and emotional developments of young pupils.

Board Approved:

## **PENNSVILLE SCHOOL DISTRICT**

10. Plan and implement sequential age appropriate learning experiences. The learning experiences shall follow and use approved curricula and instructional materials.
11. Develops and uses age-appropriate assessment tools and maintains records of pupil's development and educational progress in class record books and/or approved forms and summarizes these marks for reporting purposes.
12. Establishes and maintains standards of pupil behavior needed to achieve a classroom climate conducive to learning.
13. Engage the learners in highly effective, differentiated learning experiences for the range of skill levels and developmental needs found in the classroom, managing, when appropriate, multiple instructional activities simultaneously.
14. Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the child in the school.
15. Assess and diagnose the learning, social, and emotional needs and styles of young students, using a variety of assessment techniques and data. Plan and adjust the learning experiences accordingly, requesting advice and assistance from specialist when appropriate.
16. Employ a variety of methods for students to demonstrate learning and accomplishments. Maintain records and provide evidence of growth and progress to parents and to students.
17. Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.
18. Perform any duties that are within the scope of employment and certifications, as assigned by the Principal and assigned supervisor, and not otherwise prohibited by law or regulation.

### **EVALUATION:**

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Board Approved:

## **PENNSVILLE SCHOOL DISTRICT**

### **Instruction/Curriculum**

**TITLE:** **ELEMENTARY STEAM SPECIALIST**

**QUALIFICATIONS:** Certified by the State Board of Examiners in the State of New Jersey

**REPORTS TO:** Principal and/or his/her designee

**JOB GOALS:** To help students realize the fulfillment of their potential for intellectual, emotional, and psychological growth and maturation and/or to help students learn subject matter and/or skills that will contribute to making them self-sufficient as responsible individuals.

### **PERFORMANCE RESPONSIBILITIES:**

1. Demonstrate the ability to model, deliver, and craft rich student-centered learning experiences around Science, Technology, Engineering, Arts and Math.
2. Participate in professional development experiences that allow him or her to observe, evaluate, and apply the use of technology to support instruction.
3. Demonstrate the ability to create and implement strategies for weaving STEAM experiences into multi-disciplinary curricula for elementary grades.
4. Demonstrates a commitment to the continuing development of professional skills and knowledge (e.g., by attending staff development programs, courses, seminars, study groups, district wide programs/committees/task forces).
5. Teaches content, skills and established proficiencies utilizing appropriate curriculum guides/courses of study, text materials (adopted by the Board of Education) and other innovative approaches as developed by the teacher consistent with the district educational goals and objectives.
6. Develop and maintain a classroom climate conducive to effective learning, which includes maintaining student discipline and promoting the development of a positive self-image.

Board Approved:

## **PENNSVILLE SCHOOL DISTRICT**

7. Take necessary and reasonable precautions to protect students, equipment, materials and facilities.
8. Prepares and maintains clear instructional plans to provide continuity of instruction.
9. Evaluates student progress on a regular basis during each marking period and maintains accurate records as required by law, district policy and administrative regulation.
10. Communicates with parents through conferences and other means to discuss student progress and to encourage parental participation in the student's learning process.
11. Participates in the construction, development and evaluation of curriculum guides appropriate to ones academic discipline and/or grade level assignment.
12. Performs other related professional duties as required, but consistent with the educational mission of the district.

### **EVALUATION:**

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Board Approved:



20 Hillside Ave., Springfield, N.J. 07081  
www.lorasstudio.com

# Senior Photography Contract

School Code:  

|                   |                                   |               |  |
|-------------------|-----------------------------------|---------------|--|
| School Name:      | PENNSYLVANIA MEMORIAL HIGH SCHOOL |               |  |
| Street Address:   | 110 S. BROADWAY                   |               |  |
| City, State, Zip: | PENNSYLVANIA, PA 15070            |               |  |
| School Phone#:    | 800 540 6220                      | School Fax #: |  |

Approximate Number of Students:   Sitting Fee: \$ 0 Re-Sit Fee: \$ 10.00

1. It is agreed that Lora's Photography, is hereby designated as the Official Photographer for the following school years:

2020 2021    

2. Lora shall offer to photograph each student on the senior list provided to Lora by the school.

3. Lora shall provide the school with a digital image of each student photographed which shall be suitable for the purpose of yearbook production.

4. Students shall be under no obligation to purchase portraits, and all portraits offered for sale are satisfaction guaranteed with a re-make or money back guarantee.

5. Lora shall provide professional candid photography coverage of school activities, sports, etc on a limited pre-arranged schedule, and will furnish digital images of each picture. These pictures shall be used by the school exclusively for the purpose of yearbook production.

a. The number of candid assignments offered by Lora at no cost to the school shall not exceed 18 per school year

b. The school may request additional candid services in excess of the limit stated at a cost to the school of 75.00 per event.

c. All candid images will be made available for purchase to students, parents, and teachers on Lora's candid website.

6. Lora agrees to assist the school in meeting their photography needs during the term of this contract by:

- Conducting photography seminars for yearbook staff and student photographers upon request.
- Meeting all scheduled photography deadlines as agreed to by the school and Lora.

7. School agrees to:

- Assist in timely advance notification and increased awareness of original and make-up photography shoot days through the following activities:
  - One-on-one system announcements
  - Email notification to students and parents
  - Reminders posted on school website (including a link to our website www.lorasstudio.com)
- Make reasonable effort to have all yearbook portraits taken by Lora, for the sake of uniformity and yearbook publication deadline compliance.
- Provide the names, addresses, student ID #'s, and any additional pertinent data required to service your school for all seniors electronically in an excel or .txt format to Lora, no later than 60 days prior to the first scheduled picture day which shall authorize Lora to photograph each student whose name appears on the list and acknowledge Lora's copyright of all students' photographs.
- Examine the proof of the yearbook and determine if the studio has properly identified each student in the publication, which shall hold the studio harmless and indemnify the Lora of all damages should any errors be published.
- Furnish Lora with a copy of the yearbook.
- The school fully understands, in order to obtain a professional looking portrait, it may be necessary for the photographer to touch the students for the purpose of posing and adjusting clothing, hair, eye glasses, hands, etc.

Special Instructions: \* Lora will rebate to the school 10% of 82 net sales, 20% of net sales and online camera sales with a guaranteed minimum of \$3000 if over 65% buy rate  
\* School will provide email addresses OR 25% IF UNDER 65% BUY RATE

Any services, monetary or photographic, included in this contract may be adjusted during the term of this contract depending upon the number of students photographed for the yearbook. All agreed upon school rebates shall be calculated based on net sales figures, and must be requested by the school in writing within 90 days following graduation day of each year, or will be forfeited. The school representative signing below agrees to all terms of this contract. All special instructions included in this agreement shall be subject to Lora's management approval.

For School:

Henry Bernman  
Henry Bernman

Date:  

Signature:

Sales Representative:

John J. J. J.

Date: 4/2/19

Signature:

[Signature]

Lora's Management:

Date:  

Signature:



20 Hillside Ave • Springfield, NJ 07081  
www.lorsstudio.com

### Undergraduate Photography Contract

|                   |                          |              |              |  |
|-------------------|--------------------------|--------------|--------------|--|
| School Name:      | PENNSVILLE MEMORIAL H.S. |              | School Code: |  |
| Street Address:   | 110 S. BROADWAY          |              |              |  |
| City, State, Zip: | PENNSVILLE, NJ 08070     |              |              |  |
| School Phone#:    | 856.546.6300             | School Fax#: |              |  |

Approximate Number of Students:  Sitting Fee: \$  Re-Sit Fee: \$

1. It is agreed that Lors Photography, is hereby designated as the Official Photographer for the following school years:

☐ 2020 ☐ 2021 ☐ ☐

Seasons photos will be taken:

☒ S ☐ F ☐ S ☐ F ☐ S ☐ F ☐ S

2. Lors shall offer to photograph each undergraduate student identified in the student list, and offer portrait packages, on a pre-paid basis.

3. Students shall be under no obligation to purchase portraits, and all portraits offered for sale are satisfaction guaranteed with a re-make or money back guarantee.

4. School agrees to:

- Assist in timely advance notification and increased awareness of original and make-up photography shoot days through the following activities:
  - One-call system announcements
  - Email notification to students and parents
  - Reminders posted on school website (including a link to our website www.lorsstudio.com)
- Make reasonable efforts in assisting Lors in the advertising and promotion of the photography products being offered by Lors to the student population.
- Provide the names, addresses, student ID #'s, and any additional pertinent data required to service your school to Lors, no less than 60 days prior to the first scheduled picture day which shall authorize Lors to photograph each student whose name appears on the list and acknowledge Lors' Copyright of all students' photographs.
- Examine the proofs of the yearbook and determine if the studio has properly identified each student in the publication, which shall hold the studio harmless and indemnify the studio of all damages should any errors be published.
- Furnish Lors with a copy of the yearbook.
- The school fully understands, in order to obtain a professional looking portrait, it may be necessary for the photographer to touch the students for the purpose of posing and adjusting clothing, hair, eye glasses, hands, etc

5. Lors shall provide product services and sorting as described in attached Spec Sheet.

Special Instructions: \*LORS WILL PROVIDE IMAGES CDs FOR YR & ADMIN SOFTWARE.  
\*SPECIAL LA PRICE LIST

Any services, monetary or photographic, included in this contract may be adjusted during the term of this contract depending upon the number of students photographed for the yearbook. All agreed upon school rebates shall be calculated based on net sales figures, and must be requested by the school in writing within 90 days following graduation day of each year, or will be forfeited. The school representative signing below agrees to all terms of this contract. All special instructions included in this agreement shall be subject to Lors management approval.

For School: Henry Berman  
Signature: Henry Berman

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

Sales Representative: Jim Mazzoni  
Signature: Jim Mazzoni

Date: 1/7/19

Lors Management: \_\_\_\_\_

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



**Pennsville School District**

**CONTRACT**

THIS AGREEMENT (the "Agreement") is made between the Pennsville School District located at 30 Church Street Pennsville, NJ 08070 ("School District") and **ARCHWAY PROGRAMS, INC.** located at 212 Jackson Rd. P.O. Box 668, Atco, New Jersey 08004 ("Independent Contractor").

WHEREAS, Independent Contractor operates a school-age childcare program, Just Kids, (the "Program"), whose mission is to work in collaboration with the hosting school district to provide quality school-based childcare to children enrolled and attending the specific elementary/ middle school. This service ensures child safety while providing a relationship building and child enrichment curriculum;

WHEREAS, the Independent Contractor desires to collaborate with School District to offer the Program in a mutually agreed upon school(s); and

WHEREAS, Independent Contractor and School District desire to establish a relationship whereby School District provides space for Independent Contractor to operate the Program subject to the terms of this Agreement.

NOW, THEREFORE, the School District Board of Education and the Independent Contractor agree as follows:

1. **Term and Termination.** This Agreement shall commence on the first day of school for students in 2019 and shall remain in effect until the last day of school for students in 2020. Either party may terminate this Agreement at any time upon at least thirty (30) days' prior written notice. The Agreement may also be terminated at any time by mutual consent of the parties.
2. **Responsibilities of Archway Programs, Inc.**
  - a. Provide programming through the Program in the following school(s) in the Pennsville School District School District with a *minimum of 12 equivalent full time children* per week. Independent Contractor reserves the right to cease operation of the program if the number of participants falls below this minimum.

Penn Beach Elementary School  
Central Park Elementary School (students will be bused before &  
after to the Penn Beach School)  
Valley Park Elementary School (students will be bused before &  
after to the Penn Beach School)



- b. Provide care at a ratio of one adult staff person for approximately every twelve (12) program participants. New Jersey State licensure requires a 1:15 ratio.
- c. Operate the Program on days when school is open between the hours of 7 AM until the start of the school day and the end of the school day until 6 PM and on scheduled early dismissal days. On the occasion of a late opening or an early dismissal determined by the school due to an emergency, i.e., inclement weather, the Program will not operate. The Program will follow the School District's own emergency closing policy regarding the students being bused or walking home. The Program will inform parents through the Parent Handbook that parents are responsible to make arrangements under these circumstances. If there is an emergency, i.e., inclement weather, after the Program has begun and has possession of the children, the Program will contact parents/guardians alerting them of an early closing directly.
- d. Recruit, screen (criminal background check), train, employ, and supervise all staff necessary to the program. Independent Contractor shall provide the School District Board of Education with information regarding the selected staff.
- e. Provide all promotional literature for parents, process all inquiries, and facilitate all enrollment of children in the Program.
- f. Contract with all interested parents and collect all fees directly from parents/guardians or subsidy agencies.
- g. Provide a quality program to enrolled students that meet state licensure requirements. The Program includes a wide variety of enrichment and recreational activities, such as arts & crafts, reading, science and music, special interest projects, physical indoor/outdoor recreation, free choice of activity centers, community service projects, and supervised quiet time for homework and individual activities. Provide nutritious snacks and/or breakfast to students.
- h. Report on the progress of the Program during the school year to the Superintendent and School District Board of Education, including names of providers serving each school, curriculum calendars, sample curriculum packets, and student enrollment lists. Enrollment lists will be provided weekly directly to each school's office.
- i. Independent Contractor agrees to abide by, maintain, and exceed the New Jersey State licensing regulations for school-age childcare.

3. **Responsibilities of the Pennsville School District Board of Education.**

- a. Facility:
  - i. Provide adequate indoor and outdoor space as necessary for the number of children served as required by state licensure. This includes an approved alternate space that meets all licensing requirements.
  - ii. Provide 24 hours' notice to the Program staff if assigned space is altered or unavailable for any reason.
  - iii. Provide adequate and accessible space for storage of the Program equipment and supplies.

- iv. Provide current copies of fire and health inspections, water lead and radon testing and certificate of occupancy for each school, upon inspection from the New Jersey State Bureau of Licensure.

**b. Equipment:**

- i. Make available equipment for the Program including, but not limited to, an adequate number of tables and chairs, TV and DVD player.
- ii. Make available and accessible adequate refrigeration, storage space and water for appropriate sanitation.
- iii. Make available the use of a copier with the Program supplying the copy paper.

**c. Communication:**

- i. Work together in a cooperative manner for the benefit of the parents/guardians and children.
  - ii. Send school calendars and any changes to these calendars to the Program for accurate scheduling.
  - iii. Communicate openly with on-site providers and the Director of the Program regarding program successes and concerns.
  - iv. Disseminate promotional literature throughout the school(s) and to parents/guardians of children enrolled at the school(s).
  - v. Place a link to the Program's website ([www.justkidsprogram.org](http://www.justkidsprogram.org)) on school website for parent/guardian access.
  - vi. Provide a mailbox at each agreed upon school site for communication to the Program providers from the schools.
4. **Indemnification.** Each party shall indemnify, defend and hold the other party, their respective trustees, directors, officers, agents, affiliates and employees harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and character, including defense costs and legal fees, suffered or incurred by or asserted or imposed against the party seeking indemnification and to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission of the indemnifying party or any other agent or employee of the indemnifying party occurring at any time during the term of this Agreement. This section shall survive the expiration or termination of this Agreement.
5. **Insurance.** Independent Contractor will provide the School District Board of Education a certificate of insurance showing liability coverage of at least \$2 million. The School District will be named as additional insured on such Certificate.
6. **Relationship of Parties.** The parties are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Except as otherwise expressly provided herein, neither party shall have the power to bind another party or incur obligations on their behalf without such

Just Kids

856.768.8190 • Fax: 856.753-5884

212 Jackson Road • PO Box 668 • Ateco, NJ 08004-0668

E-mail: [justkids@archwayprograms.org](mailto:justkids@archwayprograms.org)

party's prior written consent. The School District Board of Education shall have no responsibility whatsoever regarding the employees of Independent Contractor and all employee-employer relationships exist between Independent Contractor and their employees and not between Independent Contractor employees and the School District.

7. **Amendment.** This Agreement may be amended at any time by mutual consent of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the parties. Such amendments shall be attached to and incorporated into the Agreement and will have the same force as the Agreement itself.
8. **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior discussions, agreements or understandings, whether verbal or in writing, are hereby merged into this Agreement.
10. **Applicable Law.** This Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the State of New Jersey, without regard to its choice of law doctrine.
11. **Notices.** Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail or national delivery service such as UPS or Federal Express, postage prepaid, certified mail, return-receipt requested, and addressed to the respective party at the address set forth below, or any such address as may be specified by written notice given to the other party in the manner specified herein:

Archway: Archway Programs, Inc.  
212 Jackson Road  
Atco, NJ 08004  
Attn: George Richards

District: Pennsville School District  
30 Church Street  
Pennsville, NJ 08070

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties hereto have executed this Agreement effective the date the last signature is obtained.

APPROVED:

Board President

Date:

3/25/19

George W. Richards  
CEO/CFO  
Archway Programs, Inc.

Date: 3/11/2019

Board Secretary

Date:

3-19-2019

Tom Powell, MA  
Director of Just Kids  
Archway Programs, Inc.

Date:

3-6-19

Just Kids

856.768.8190 • Fax: 856.753-5884

212 Jackson Road • PO Box 868 • Atco, NJ 08004-0668

E-mail: justkids@archwayprograms.org