

August 14, 2017

The regular meeting of the Pennsville Board of Education was called to order at 6:01 pm on Monday, August 14, 2017 by Mrs. Bodine.

MEETING CALLED TO ORDER

Board members present were Messrs. Acton, Chambers, Lang, Nugent, Mrs. Phillips, Mrs. Staffieri-Morris, and Mrs. Bodine. Mr. Hassler and Mr. Thomas were absent. Also present were Dr. Brodzik and Mr. Davidson.

ROLL CALL

Mrs. Bodine led the board in the salute to the flag and asked for a moment of silence.

FLAG SALUTE

Mrs. Bodine read the following statement and requested it be made a part of the minutes:

OPEN PUBLIC MEETINGS ACT

The meeting is held in accordance with the Open Public Meetings Act and advance notice was provided to the SOUTH JERSEY TIMES and the COURIER POST and posted at 30 Church Street on January 4, 2017.

Mr. Davidson had no communications.

COMMUNICATIONS

Ms. Baker-Plale gave a brief overview of the marching band progress and thanked the board for their continued support of the Arts.

SUPERINTENDENT'S REPORT

The board, as a Committee of the Whole, reviewed the agenda items for the August 28, 2017 board meeting. A brief discussion occurred.

REVIEW OF AGENDA ITEMS

Mrs. Bodine stated that the following block of new business resolutions will be considered with a roll call-vote: 1NB-3NB. She asked if any board member had a resolution for withdrawal from the block to be voted on separately. No one did.

On recommendation of the Superintendent, Mr. Chambers moved the board:

Approve retroactively, the following workshop, meals plus mileage not to exceed the state travel requirements set forth by the Department of Treasury.

WORKSHOP

1. Jamy Thomas to attend the Differentiated Instruction Training previously held on August 1-3, 2017, at the Gov. George Stratton Elementary School in Swedesboro, New Jersey with a registration fee of \$375.00.

Approve the attached non-public agreement between Salem County Special Services School District and the Board of Education of Pennsville School District for services for Salem County Christian Academy from September 1, 2017 to June 30, 2018. (Attachment "A")

NON-PUBLIC AGREEMENT 2017-18

Approve the appropriation of additional state aid in the amount of \$279,306.00 into the 2017-2018 budget with the designation of the additional state aid as legally restricted "assigned fund balance - designated for subsequent year's expenditures" for use in the 2018-2019 budget.

ADDITIONAL STATE AID

August 14, 2017

Mr. Hassler entered the meeting at 6:17 pm.

HASSLER ENTERED
THE MTG.

Mrs. Staffieri-Morris seconded the motion. Voting in favor of the motion were Messrs. Acton, Chambers, Lang, Nugent, Mrs. Phillips, Mrs. Staffieri-Morris and Mrs. Bodine. Total 7. Mr. Hassler abstained from voting. Mr. Thomas was absent. Motion carried.

Mrs. Bodine stated that she will not be attendance at the August 28, 2017 meeting. Mr. Nugent will conduct the meeting.

BOARD MEMBER
REPORTS

Mrs. Staffieri-Morris gave a brief statement complementing our teachers and administrators.

Mr. Acton commented positively on the construction status. A brief discussion occurred.

Ms. Delean of 47 Morningside Drive, Pennsville, New Jersey requested more details regarding two motions, 08-14-2NB and 08-28-10SP. A brief discussion occurred.

PUBLIC COMMENTS

Mrs. Bodine read the following RESOLUTION and Mr. Acton moved for adoption:

CLOSED SESSION

WHEREAS, the Open Public Meetings Act authorizes Boards of Education to meet in executive session under certain circumstances.

WHEREAS, the Open Public Meetings Act requires the Board to adopt a resolution at a public meeting to go into private session; now therefore,

BE IT RESOLVED by the Pennsville Board of Education, that it is necessary to meet in executive session to discuss certain items involving:

Matters of personal confidentiality rights, including but not limited to, staff and/or student discipline matters, and specifically:

BE IT FURTHER RESOLVED that any discussion held by the Board which need not remain confidential will be made public as soon as feasible. The minutes of the executive session will not be disclosed until the need for confidentiality no longer exists.

FURTHER RESOLVED that the Board of Education will not return to open session to conduct business at the conclusion of the executive session.

Dr. Brodzik and Mr. Davidson exited the meeting and Mrs. Bodine acted as Board Secretary.

Mr. Hassler seconded the motion which was unanimously approved on voice vote.

Meeting recessed at 6:52 pm.

RECESSED

August 14, 2017

Meeting reconvened at 6:56 pm.

RECONVENED

Mr. Chambers moved the meeting be adjourned. Mr. Hassler seconded the motion which was unanimously approved on voice vote.

ADJOURNMENT

Meeting adjourned at 7:00 pm.

The following materials were available for public review at this meeting:
Agenda.

MATERIALS
AVAILABLE FOR
PUBLIC REVIEW

Respectfully submitted,



Richard Davidson
Secretary

NON-PUBLIC
PUBLIC LAW 1977 CHAPTERS 192-193 AGREEMENT

This AGREEMENT made the 1st day of September, 2017 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 2016-2017 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: David C. Moffett Date: 8/11/12
Board President

Witness:
By: John H. Bell Date: 8/7/12
Witness Name: John H. Bell

FOR THE BOARD:

By: Katherine A. Bodine Date: 8-14-17
Board President

Witness:
By: Jerome Cruise Date: 8-14-17