

**AVALON
BOARD OF EDUCATION**

AGENDA

February 15, 2023

Regular

Board of Education Meeting

**AVALON BOARD OF EDUCATION
32ND STREET AND OCEAN DRIVE
AVALON, NJ 08202**

AGENDA

I. CALL TO ORDER

The New Jersey Open Public Meetings Law was enacted to ensure the rights of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Avalon Board of Education has caused notice of this meeting to be published by having the date, time, and place thereof posted in *The Press of AC*. Additionally notice was posted on the Avalon School website.

II. PLEDGE TO THE FLAG

I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

III. ROLL CALL

_____ Mrs. Binder _____ Mr. Richardson _____ Mrs. Scarpa

_____ Mrs. Schwartz _____ Mr. Wolf _____ Mrs. Walters

ATTENDANCE

_____ Mrs. Fox _____ Ms. Fiori _____ Dr. Murtaugh

IV. MINUTES

It is recommended that the Board of Education approve the following minutes:

- The reorganization and regular meeting held on January 11, 2023
(see drive)

BOARD SECRETARY/BUSINESS ADMINISTRATOR REPORT

A. Monthly Reports

A Budget Summary and Monthly transfer report for February, 2023 are presented for review. **(see financial Reports file)**

B. Transfers

It is recommended that the Board of Education approve, upon recommendation of the Chief School Administrator, the following transfers of funds for January 2023: **(see page 7)**

C. Board Secretary Report

Board Secretary's Reports, for the month of December, 2022 pursuant to N.J.A.C. 6A:23A-16.10 (c)3, I certify that as of February 15, 2023, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the Avalon Board of Education pursuant to N.J.S.A. 18A:22-8.1 and N.J.A.C. 6:23-16.10 (a)1. **(see financial Reports file)**

In accordance with N.J.A.C. 6A:23A-16.10 (c) 2, it is certified that anticipated revenue has changed for the month ending January, 2023 as follows:

| | | |
|------------------|----------|-----|
| Increase \$3,500 | Decrease | \$0 |
|------------------|----------|-----|

February 15, 2023

Linda Fiori

Date

D. Treasurers Report

Treasurer's Report in accordance with 18A:17-36 and 18A: 17-9 for the month of December 2022. The Treasurer's Report and Secretary's Report are in agreement for the month of December, 2022. **(see financial Reports file)**

E. Certification

Pursuant to N.J.A.C. 6A:23A-16.10 (c) 4, the Avalon Board of Education certifies that as of February 15, 2023 and after review of the Secretary's Monthly Financial Report and the Treasurer's Monthly Financial Report and upon consultation with the appropriate district officials, to the best of the Boards' knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10 (a) 1 and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

F. WARRANTS

It is recommended that the Board of Education approve the following:

- ☐ Warrant paid on 12/31/22
- ☐ Warrant paid on 1/20/23
- ☐ Payroll paid on 1/30/23 & 2/15/23
- ☐ Warrants for February, 2023
- ☐ VOID CK#20330 NJ Labor Law Poster Service \$99.50 - Lost
- ☐ Authorize the Business Administrator to pay any additional bills due and owing for February, 2023 and may transfer funds as necessary

AVALON BOARD OF EDUCATION – February 15, 2023

so that no line item is over expended. A list of bills paid and transfers made will be presented at the next board meeting.
(see pages 8-15)

G. Semi Waiver

It is recommended that the Board of Education approve the Following:

**Resolution
Waiver of Requirements
Special Education Medicaid Initiative (SEMI) Program**

Whereas, NJAC 6A:23A-5.3 provides that a school district may request a waiver of compliance with respect to the district's participation in the Special Education Medicaid Initiative (SEMI) Program for the 2023-24 school year, and

Whereas, the Avalon Board of Education desires to apply for this waiver due to the fact that it projects having fewer than 40 Medicaid eligible classified students.

Now Therefore Be It Resolved, that the Avalon Board of Education hereby authorizes the Chief School Administrator to submit to the Executive County Superintendent of Schools in the County of Cape May an appropriate waiver of the requirements of NJAC 6A23A-5.3 for the 2023-24 school year.

H. Tuition Contract

It is recommended that the Board of Education approve the tuition contract with East Mountain School, HHM, Carrier Clinic for 1 student for the 2022-2023 School year commencing 7/6/22 in the amount of 83,332.20.

(see pages 16-23)

I. Payment

It is recommended that the Board of Education approve payment to East Mountain School from June, 2022 through January, 2023 in the amount of \$51,251.12 **(see page 24)**

J. ACCASBO JIF Award

It is recommended that the Board of Education accept the receipt of \$2,000 from the ACCASBO JIF in recognition of Financial Excellence in Claims Management and Claims Processing.

V. FOR YOUR INFORMATION – Please complete your financial disclosure forms

VI. CHIEF SCHOOL ADMINISTRATOR’S REPORT - (Pages 5-6)

VII. BOARD OF EDUCATION BUSINESS

- Old Business
- New Business
- Committee Reports

VIII. PUBLIC COMMENT

Members of the public are invited to address the board concerning board business matters of interest. If you wish to address the board, when acknowledged please provide your name, address and share your comment. Issues that have not previously been considered through administrative channels shall not be considered by the Board. Comments will be considered and a response may be forthcoming if and when appropriate. The Board requests that all members of the public, be mindful of the rights of other individuals when speaking. If you choose to comment about staff, the Board does not endorse those comments nor will the Board be held liable for comments that are made by the public about staff members and that should a staff member consider your comments defamatory, that staff member retains all rights to pursue any legal remedies against the person making the comment.

IX. EXECUTIVE SESSION

It is recommended that the Board of Education, by Resolution, adjourn into Executive Session, from which the general public is excluded, to discuss student placement, personnel, litigation, negotiations, or any other matter appropriate for this session. The results of this session will be made public as soon thereafter as a decision is reached, if permitted by law.

X. RESUMPTION OF PUBLIC PORTION OF MEETING

XI. ADJOURNMENT

Avalon CSA February 15, 2023

Policy

- A. Presentation: Student Safety Data System Reporting Period 1: September 1, 2022 through December 31, 2022- Mrs. Fox.
- B. Motion to accept the Chief School Administrator's Harassment, Intimidation, and Bullying Report for January, 2023.
- C. Motion to affirm the Chief School Administrator's Harassment, Intimidation, and Bullying Report for December, 2022.
- D. Motion to approve the following facility requests:

| Requested By | Date(s) | Time | Room Requested | Purpose |
|----------------|------------------------------|---------------------|---|-------------------------------------|
| Avalon Library | Thursday, June 8, 2023 | 5:00pm- 7:00pm | Multi-Purpose Room Sound Equipment | Beekeeping Lecture |
| Avalon Library | Thursday, April 13, 2023 | 2:00 pm- 4:00pm | Multi-Purpose Room, Screen & Kitchen | Afternoon Tea |
| Avalon Library | Monday, February 20, 2023 | 3:00pm- 4:30pm | Multi-Purpose Room | Knitting Group |
| Avalon Library | Saturday, May 20, 2023 | 10:30am- 12:30pm | Multi-Purpose Room | Art Workshop- Soap Making |
| Avalon Library | Friday, July 14, 2023 | 9:30am- 11:30am | Multi-Purpose Room | Art Workshop- Diffuser Bracelets |
| Avalon Library | Friday, August 4, 2023 | 10:30am- 1:00pm | Multi-Purpose Room | Art Workshop- Decoupage |

- E. Motion to approve attendance at the following trainings and programs:

| Event | Date(s) | Location | Registration Fees | Mileage & Travel | Employee Name |
|---|----------|---------------|-------------------|------------------|-------------------------------------|
| Frontline Educational Software- IEP and 504 Writing | 2/21/23 | Virtual | \$1,200 | N/A | Lacey Bigham |
| NJSLA District Test Coordinator Training | 2/17/23 | Virtual | N/A | N/A | Tony Tomasello |
| NJSSNA Spring Conference- Reimagining School Nursing | 03/25/23 | Princeton, NJ | \$224 | TBD | Deb Bossuyt Cecilia Fox-O'Rourke |

Avalon CSA February 15, 2023

F. Motion to approve the following field trips:

| Destination | Group | Date(s) | Time | Trip Cost | Transportation Cost not to Exceed | Total Cost |
|-----------------------------|-----------|-----------------------|-----------|-----------|---|------------|
| Echo Hill Outdoor School | 7th grade | 10/10/23- 10/13/23 | Overnight | \$5,460 | \$2,800 | \$8,260 |

G. Motion to approve a Basic Skills Summer School program for identified students in grades 5-8 Mondays through Thursdays from July 3- August 3, 2023 at the Stone Harbor School Building. Hours TBD based on need.

H. Motion to approve the 2023-2024 school calendar as attached.

I. Motion to approve the addition of Middle School Baseball and Softball programs for the 2022-2023 school year as part of the Cape-Atlantic Jr. League for students in grades 5-8. As per CAJr. League rules, only students in grades 6-8 will compete in games. Fifth graders will be allowed to practice with the team and attend games.

Personnel

J. Motion to approve, upon the recommendation of the superintendent, Brittney Stahl, as mentor for Meredith Steele, for the full 2022-2023 school year at a rate of \$1,000 under a Certificate of Eligibility.

K. Motion to approve, upon the recommendation of the superintendent, Kelly McCorristin, as mentor for William Dooner, for the 2022-2023 school year at a rate of \$550.00 under a Certificate of Eligibility with Advanced Standing to be prorated for the spring semester at a rate of \$275.

L. Motion to approve a maternity leave of absence for employee #19708486 from on or about April 25, 2023 through on or about June 8, 2023 and a NJ Family Leave of Absence from on or about June 9, 2023 through the end of the school year. Return to work date is September 5, 2023.

Informational/Discussion

- Enrollment Report
- Title I Ineligibility Letter
- Immunization Audit
- Shark News
- Fire Drill: 1/24/23 @2:30pm
- Security Drill: 1/27/23 @10:00 Active Shooter with fire alarm
- Internet Safety Presentation-CMC Prosecutor's Office

Stone Harbor School Update- Dr. Murtaugh

| TR# | Transfer Description | Amount | To Account | From Account |
|------|------------------------|------------|---|--|
| 2370 | 01/01/23 Jan transfers | 3,000.00 | 11-000-230-331-0 Legal Services | - - - |
| | | 4,265.00 | 11-000-230-340-0 Purchased Technical Services | - - - |
| | | 4,527.00 | 11-000-240-800-0 Other Objects | - - - |
| | | 5,000.00 | - - - - | 11-000-262-420-0 Cleaning, Repair & Maint Serv |
| | | 6,792.00 | - - - - | 11-000-291-270-0 Health Benefits |
| 2371 | 01/01/23 Jan transfers | 1,000.00 | 11-000-222-300-0 Prof & Tech Services | 11-000-222-600-0 Supplies and Materials |
| 2372 | 01/01/23 Jan transfers | 1,200.00 | 60-910-310-320-0 Purchased Prof Services | 60-910-310-420-0 Cleaning, Repair & Maint Serv |
| 2369 | 01/02/23 Jan transfers | 3,500.00 | 11-402-100-500-0 Other Purchased Services | 11-190-100-610-0 General Supplies |
| 2367 | 01/03/23 Jan transfer | 553,818.00 | 70-990-100-100-0 Personnel Services - Salaries | - - - |
| | | 103,550.00 | 70-990-200-200-0 Personnel Services-Emp Benefit | - - - |
| | | 686,652.00 | Report Total | |

Check Journal
Rec and Unrec checks

Avalon Board of Education
Hand and Machine checks

Page 1 of 1

01/31/23 15:17

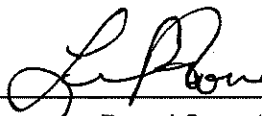
Starting date 12/31/2022 Ending date 12/31/2022

| Chk# | Date | Rec date | Code | Vendor name | Check Comment | Check amount |
|--------|----------|----------|------|------------------------------|---------------|--------------|
| D32153 | 12/31/22 | | 2109 | Cape May Co Special Services | | 1,800.00 |
| D32154 | 12/31/22 | | 2003 | Nj Department Of Treasury | | 1,429.00 |

Fund Totals

| | | |
|-----------------------------|-------------------------|------------|
| 11 | General Current Expense | \$1,800.00 |
| 12 | Capital Outlay | \$1,429.00 |
| Total for all checks listed | | \$3,229.00 |

Prepared and submitted by:



Board Secretary

12/31/22

Date

Check Journal
Rec and Unrec checks

Avalon Board of Education
Hand and Machine checks

Page 1 of 1

01/20/23 08:47


Starting date 1/20/2023 Ending date 1/20/2023

| Chk# | Date | Rec date | Code | Vendor name | Check Comment | Check amount |
|--------|----------|----------|------|--------------------------|---------------|--------------|
| 020475 | 01/20/23 | | 1485 | Broadway.Com Group Sales | Deposit | 575.00 |

Fund Totals

| | | |
|----|-----------------------------|----------|
| 11 | General Current Expense | \$575.00 |
| | Total for all checks listed | \$575.00 |

Prepared and submitted by:


Board Secretary

1/20/23
Date

Check Journal
Rec and Unrec checks

Avalon Board of Education
Hand and Machine checks

Page 1 of 1

02/08/23 11:06

Starting date 1/30/2023

Ending date 1/30/2023

| Chk# | Date | Rec date | Code | Vendor name | Check Comment | Check amount |
|--------|----------|----------|------|----------------------------|---------------|--------------|
| F32155 | 01/30/23 | | 1371 | Avalon Board Of Ed Payroll | | 120,701.44 |
| F32156 | 01/30/23 | | 1341 | Avalon Boe P/r Agency | | 9,511.07 |

| |
|--------------------|
| Fund Totals |
|--------------------|

| | | |
|-----------------------------|-------------------------|--------------|
| 10 | General Fund | \$5,862.63 |
| 11 | General Current Expense | \$85,569.00 |
| 20 | Special Revenue Fund | \$7,436.54 |
| 60 | Enterprise Fund | \$1,576.65 |
| 70 | Internal Service Fund | \$26,744.95 |
| 71 | Fund 71 | \$3,022.74 |
| Total for all checks listed | | \$130,212.51 |

Prepared and submitted by:


Board Secretary

1/30/23
Date

Check Journal
Rec and Unrec checks

Avalon Board of Education
Hand and Machine checks

Page 1 of 1

02/08/23 12:46

Starting date 2/15/2023

Ending date 2/15/2023

| Chk# | Date | Rec date | Code | Vendor name | Check Comment | Check amount |
|--------|----------|----------|------|----------------------------|---------------|--------------|
| F32157 | 02/15/23 | | 1371 | Avalon Board Of Ed Payroll | | 105,787.01 |
| F32158 | 02/15/23 | | 1341 | Avalon Boe P/r Agency | | 8,214.59 |

| |
|--------------------|
| Fund Totals |
|--------------------|

| | | |
|-----------------------------|-------------------------|--------------|
| 10 | General Fund | \$5,722.06 |
| 11 | General Current Expense | \$77,856.16 |
| 20 | Special Revenue Fund | \$1,404.04 |
| 60 | Enterprise Fund | \$1,576.65 |
| 70 | Internal Service Fund | \$24,419.95 |
| 71 | Fund 71 | \$3,022.74 |
| Total for all checks listed | | \$114,001.60 |

Prepared and submitted by:


Board Secretary

2/15/23
Date

Batch Count = 1

02/10/23 13:43

| Batch Number | 1 | Current Payments | \$207,928.50 | Batch Total |
|--------------|---|------------------|--------------------|-------------------|
| 1406 | Access Ability, Inc | | \$680.00 | Vend Total |
| | P.O. # 300347 MAINTENANCE | | \$680.00 | PO Total |
| D645 | ACE Screen Printing | | \$196.00 | Vend Total |
| | P.O. # 300294 Academic shirts | | \$196.00 | PO Total |
| 2591 | Adams, Gutierrez & Lattiboudere, LLC | | \$4,164.12 | Vend Total |
| | P.O. # 300309 Legal | | \$624.00 | PO Total |
| | P.O. # 300358 Legal | | \$3,540.12 | PO Total |
| 1426 | Amazon Credit Plan | | \$188.61 | Vend Total |
| | P.O. # 300280 Supplies | | \$188.61 | PO Total |
| 1232 | Amerihealth Ins Co Of Nj | | \$68,006.57 | Vend Total |
| | P.O. # 300001 Health Insurance | | \$68,006.57 P | PO Total |
| 1561 | Aqua Treat, Inc | | \$200.00 | Vend Total |
| | P.O. # 300003 Service | | \$200.00 P | PO Total |
| 1938 | Atlantic Electric | | \$17,637.25 | Vend Total |
| | P.O. # 300004 Electric | | \$17,637.25 P | PO Total |
| 1477 | B & H Photo Video Inc | | \$2,415.95 | Vend Total |
| | P.O. # 300324 Supplies - Tech | | \$1,101.95 P | PO Total |
| | P.O. # 300325 Supplies - Tech | | \$1,314.00 P | PO Total |
| 1606 | BSN Sports, LLC dba Passons Sports | | \$470.00 | Vend Total |
| | P.O. # 300286 Basketball Rim | | \$470.00 | PO Total |
| 2109 | Cape May Co Special Services | | \$1,737.56 | Vend Total |
| | P.O. # 300005 Itinerant services | | \$400.00 P | PO Total |
| | P.O. # 300028 One to One Aide agreemnt | | \$1,337.56 P | PO Total |
| 1037 | Casa Payroll Service | | \$910.70 | Vend Total |
| | P.O. # 300009 Payroll | | \$910.70 P | PO Total |
| 1042 | Catherine T Krause | | \$76.92 | Vend Total |
| | P.O. # 300331 Travel Reimbursement | | \$76.92 | PO Total |
| 1167 | Cm3 Building Solutions | | \$519.16 | Vend Total |
| | P.O. # 300007 Phone service | | \$169.16 P | PO Total |
| | P.O. # 300352 maintenance | | \$350.00 P | PO Total |
| 1697 | Comcast | | \$140.28 | Vend Total |
| | P.O. # 300010 Cable sevice | | \$140.28 P | PO Total |
| 1837 | Comcast Business | | \$800.33 | Vend Total |
| | P.O. # 300011 Internet service | | \$800.33 P | PO Total |

Batch Count = 1

02/10/23 13:43

| Batch Number | 1 | Current Payments | \$207,928.50 | Batch Total |
|--------------|---------------------------------------|------------------|--------------------|-------------------|
| F994 | Denise McLaughlin | | \$360.00 | Vend Total |
| | P.O. # 300029 Transportation | | \$360.00 P | PO Total |
| A553 | Diana L. Lillo | | \$240.00 | Vend Total |
| | P.O. # 300312 Basketball - REF | | \$120.00 | PO Total |
| | P.O. # 300340 Basketball - REF | | \$120.00 | PO Total |
| 1520 | Dream Host Web Hosting | | \$323.74 | Vend Total |
| | P.O. # 300348 WEB Hosting | | \$323.74 | PO Total |
| 1209 | Echo Hill Outdoor School | | \$1,638.00 | Vend Total |
| | P.O. # 300337 Feild Trip - Echo Hill | | \$1,638.00 | PO Total |
| 1997 | Flex Facts-Grant Benefits Solu | | \$25.00 | Vend Total |
| | P.O. # 300013 FSA Fees | | \$25.00 P | PO Total |
| 2037 | Hartford Fire Insurance Co | | \$12,134.00 | Vend Total |
| | P.O. # 300326 Insurance | | \$12,134.00 | PO Total |
| 1143 | High And Dry Storage | | \$3,630.00 | Vend Total |
| | P.O. # 300339 Storage | | \$3,630.00 | PO Total |
| P485 | Home Depot Pro Institutional | | \$1,787.76 | Vend Total |
| | P.O. # 300281 Maintenance Supplies | | \$1,787.76 | PO Total |
| 1943 | Horizon Blue Cross Blue Shldnj | | \$1,135.64 | Vend Total |
| | P.O. # 300014 Dental | | \$1,135.64 P | PO Total |
| G104 | John Fair | | \$120.00 | Vend Total |
| | P.O. # 300322 Basketball REF | | \$120.00 | PO Total |
| Y718 | John Oliva | | \$180.00 | Vend Total |
| | P.O. # 300335 Basketball - REF | | \$120.00 | PO Total |
| | P.O. # 300342 Basketball - REF | | \$60.00 P | PO Total |
| G833 | Joseph LLoyd | | \$180.00 | Vend Total |
| | P.O. # 300319 Basketball Ref | | \$120.00 | PO Total |
| | P.O. # 300341 Basketball - REF | | \$60.00 P | PO Total |
| 1241 | Kast Distributors, Inc | | \$2,660.60 | Vend Total |
| | P.O. # 300343 Kitchen Supplies | | \$2,660.60 | PO Total |
| H556 | Kerry Hall | | \$240.00 | Vend Total |
| | P.O. # 300333 Basketball - REF | | \$120.00 | PO Total |
| | P.O. # 300334 Basketball - REF | | \$120.00 | PO Total |
| J593 | Loretta Murphy | | \$120.00 | Vend Total |
| | P.O. # 300313 Basketball - REF | | \$120.00 | PO Total |

| Batch Number | 1 | Current Payments | \$207,928.50 | Batch Total |
|--------------|---|------------------|--------------|-------------|
|--------------|---|------------------|--------------|-------------|

| | | | |
|---------------|---|--------------------|-------------------|
| T784 | Mainland Regional Academic Team | \$120.00 | Vend Total |
| P.O. # 300323 | Registration - Think Day | \$120.00 | PO Total |
| 2028 | Middle Twp Board Of Education | \$8,079.90 | Vend Total |
| P.O. # 300016 | Tuition | \$8,079.90 P | PO Total |
| I355 | Mike Strickland | \$480.00 | Vend Total |
| P.O. # 300314 | Basketball - REF | \$120.00 | PO Total |
| P.O. # 300332 | Basketball - REF | \$240.00 | PO Total |
| P.O. # 300354 | Basketball - REF | \$120.00 | PO Total |
| 1271 | NASSP | \$357.49 | Vend Total |
| P.O. # 300329 | Supplies -Honor Society | \$357.49 | PO Total |
| B537 | Nemos Family Restaurant | \$660.00 | Vend Total |
| P.O. # 300330 | Pizza | \$660.00 | PO Total |
| 1144 | Philadelphia Museum Of Art | \$360.00 | Vend Total |
| P.O. # 300297 | Feild Trip | \$360.00 | PO Total |
| H936 | Pineland Construction LLC | \$60.00 | Vend Total |
| P.O. # 300031 | Monthly rental | \$60.00 P | PO Total |
| 1450 | Pitney Bowes Global Financial Services L | \$215.55 | Vend Total |
| P.O. # 300020 | Postage rental | \$215.55 P | PO Total |
| H325 | ReadyRefresh by Nestle | \$217.98 | Vend Total |
| P.O. # 300359 | Water | \$217.98 | PO Total |
| 1195 | Ricoh/ikon Office Services | \$2,308.72 | Vend Total |
| P.O. # 300015 | Copier lease | \$2,287.72 P | PO Total |
| P.O. # 300027 | Cloud subscription | \$21.00 P | PO Total |
| K611 | Robert Lubberman | \$240.00 | Vend Total |
| P.O. # 300320 | Basketball REF | \$120.00 | PO Total |
| P.O. # 300355 | Basketball -REF | \$120.00 | PO Total |
| 1940 | South Jersey Gas | \$12,487.03 | Vend Total |
| P.O. # 300022 | Gas usage | \$12,487.03 P | PO Total |
| 1721 | Staples Credit Plan | \$889.92 | Vend Total |
| P.O. # 300268 | Nurse ink | \$889.92 | PO Total |
| W576 | Starlite | \$3,877.00 | Vend Total |
| P.O. # 300115 | Lighting Control Console | \$3,877.00 | PO Total |
| T380 | Steven Rossi | \$120.00 | Vend Total |
| P.O. # 300336 | Basketball - REF | \$120.00 | PO Total |

| Batch Number | 1 | Current Payments | \$207,928.50 | Batch Total |
|---------------------------|--------|---------------------------------------|---------------------|-------------------|
| 2108 | | Stone Harbor Board Of Educatio | \$50,971.96 | Vend Total |
| P.O. # | 300023 | Tuition | \$40,500.00 P | PO Total |
| P.O. # | 300024 | Interlocal Agreement | \$8,799.60 P | PO Total |
| P.O. # | 300306 | Reimbursement | \$1,211.25 P | PO Total |
| P.O. # | 300318 | Lockdown supplies | \$461.11 P | PO Total |
| 1329 | | Sun Life Assurance Co | \$77.19 | Vend Total |
| P.O. # | 300025 | Life Insurance | \$77.19 P | PO Total |
| 1044 | | The Phillies | \$1,295.00 | Vend Total |
| P.O. # | 300338 | Feild Trip - Phillies | \$1,245.00 | PO Total |
| P.O. # | 300353 | Feild Trip - Parking | \$50.00 P | PO Total |
| 1973 | | Tony'S Produce | \$194.08 | Vend Total |
| P.O. # | 300344 | Kitchen Supplies | \$194.08 | PO Total |
| 2031 | | Wb Mason Co., Inc | \$28.58 | Vend Total |
| P.O. # | 300316 | Supplies | \$28.58 | PO Total |
| V322 | | Woodbine Board of Education | \$1,969.91 | Vend Total |
| P.O. # | 300026 | Interlocal agreement | \$1,969.91 P | PO Total |
| Total for Report = | | | \$207,928.50 | |

Date Issued: 1/2022

**New Jersey State Department of Education
Mandated "Tuition Contract" (N.J.A.C. 6A:23A-18.5(a)13)
Only for Approved Private Schools For Students With Disabilities
(Tuition Paid by a N.J. Sending District)**

| | |
|---|---------------------------|
| This contract shall be used for both school year and extraordinary services. | Select one or both |
| School year (any time period from July to June) | X |
| Extraordinary Services (any time period from July to June) | |

Agreement dated this 6 day of **June, 2022**, between the **Avalon** Board of Education in the County of **Cape May** in the State of New Jersey (hereinafter referred to as the "**sending district**") and **East Mountain School, HMH, Carrier Clinic**, an approved private school for students with disabilities (County, District & School Code **36-8240-001**) in the County of **Somerset** in the State of New Jersey (hereinafter referred to as the "**approved private school**").

Witnesseth

Now, therefore, in consideration of the covenants herein contained, the parties agree as follows:

1. The **sending district** agrees to purchase from the **approved private school** the educational services described in the pupil's individualized education program for **Casalena, Amari** a resident pupil from the **sending district**. The **approved private school** agrees to provide the educational services described in the pupil's individualized education program to **Casalena, Amari** in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
2. This agreement shall be in effect for the **2022 - 2023** School Year. The educational services shall commence on **July 6, 2022** therefore the total number of billable days will be **210**.
3. Under the New Jersey Special Education Medicaid Initiative (SEMI) Program, the **sending district** shall bill Medicaid for the related services that the **approved private school** provides to pupils pursuant to this **agreement** and in accordance with each pupil's individualized education program. The **sending district** and **approved private school**

agree to comply with all the requirements promulgated by the Commissioner of Education and the State Board of Education, as applicable.

4. Tuition charges, as a 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. Complete 4A for any time period a pupil is enrolled during the July through June school year and, if applicable, 4B for extraordinary services for any time period a pupil is enrolled during the July through June school year.

- A. **July To June School Year** - The sending district agrees to pay the approved private school each month a tentative tuition charge based upon a per diem rate of **\$396.82** (two decimal places) for the total number of days such pupil was enrolled during the month. The per diem rate was determined by dividing the tentative tuition rate for the school year of **\$83,332.20** by the estimated number of days school will be in session, but not less than 180 days (July through June) of **210** and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for **30** days for a total tentative tuition charge of **\$11,904.60** (two decimal places), and/or for September through June, if applicable, such pupil will be enrolled for **180** days for a total tentative tuition charge of **\$71,427.60** (two decimal places). The July through June total tentative tuition charge will be **\$83,332.20** (two decimal places). For audit purposes, the number of days the approved private school was actually in session from July through June will be used to determine the per diem rate.
- B. **Extraordinary Services** - the sending district agrees to pay the approved private school each month a tentative tuition charge for extraordinary services based upon a per diem rate of \$_____ (two decimal places) for the total number of days such pupil was enrolled during the month the service was provided. The per diem rate was determined by dividing the estimated cost of the services for the school year (July through June) of \$_____ by the estimated number of days school will be in session (July through June) of _____ and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for _____ days for a total tentative tuition charge of \$_____ (two decimal places), and/or for September through June, if applicable, such pupil will be enrolled for _____ days for a total tentative tuition charge of \$_____ (two decimal places). The July through June total tentative tuition charge will be

\$ _____ (two decimal places). For audit purposes, the number of days the **approved private school** was actually in session from July through June will be used to determine the per diem rate.

- C. **Payment Options** – In accordance with N.J.A.C. 6A:23A-18.3(h), the **approved private school** has the option of billing in accordance with N.J.A.C. 6A:23A-18.3(h)3i or N.J.A.C. 6A:23A-18.3(h)3ii. The **approved private school** shall use the same option for all students enrolled in the **approved private school**. The option chosen is marked with an "X":

 X Option 1. In accordance with N.J.A.C. 6A:23A-18.3(h)3i, the **sending district** board of education shall pay the **approved private school** for the disabled the tentative tuition charge no later than the first day of each month prior to the services being rendered. For a student already enrolled in the **approved private school**, the **sending district** board of education shall pay the tentative tuition charge by the first day of the second month after services begin. A **sending district** board of education that fails to pay tuition by the 30th day after services begin may be charged interest by the **approved private school** calculated at the rate of one percent per month on the unpaid balance.

For a student enrolled after the first of the month, the **sending district** board of education shall pay the tentative tuition charge for the first two months of enrollment no later than 60 days after the first day services begin. Payment in subsequent months is due by the first of each month prior to the services being rendered. A **sending district** board of education that fails to pay tuition by the 30th day after services begin may be charged interest by the **approved private school** calculated at the rate of one percent per month on the unpaid balance.

 Option 2. In accordance with N.J.A.C. 6A:23A-18.3(h)3ii, the **sending district** board of education shall pay the **approved private school** the tentative tuition charge no later than 60 days after the last day of each month in which services were rendered. The **sending district** board of education that fails to pay tuition by the 60th day after the last day of a month in which services were rendered may be charged interest by the **approved private school** calculated at the rate of one percent per month on the unpaid balance.

5. The **approved private school** agrees to provide the **sending district** with a monthly tuition bill based on a per diem rate times the number of enrolled days, and a monthly report showing this pupil's attendance. Monthly tuition bills shall include appropriate pupil identification and the total number of days each pupil was enrolled during the month.
6. The **approved private school** agrees to record this pupil's attendance in a public school register as required by the rules and regulations of the State Board of Education.
7. In order to verify the certified actual cost per pupil and final tuition rate charged per pupil, the **approved private school** agrees to have filed with the Department of Education postmarked on or before November 1 the school's certified audited financial statements prepared in the

required form by a registered municipal accountant of New Jersey or a certified public accountant of New Jersey who shall hold an uncanceled registration license as a public school accountant for New Jersey. The school's certified audited financial statements shall be based on the July 1 to June 30 school year regardless of the fiscal year of the school. (N.J.A.C. 6A:23A-18.10)

8. The annual certified audited financial statements shall reflect a certified actual cost per pupil and a final tuition rate charged per pupil for the July through June school year in accordance with N.J.A.C. 6A:23A-18.1 et seq. If applicable, the school's certified audited financial statements shall also reflect the certified actual cost for the extraordinary service and the final tuition rate charged for the extraordinary service. The certified actual cost per pupil and a final tuition rate charged per pupil may be based on one tuition rate per school location for the school year or separate tuition rates by class type by school location for the school year, if approved in writing by the Department prior to July 1, 2022, in accordance with N.J.A.C. 6A:23A-18.3(b). In accordance with N.J.A.C. 6A:23A-18.3(a)2, if the **approved private school** proposes to charge a final tuition rate in excess of 10 percent of the tentative tuition rate charged, the **approved private school** shall notify each **sending district** and the Commissioner, or his or her designee, that such increase will be charged and the reason for the increase on or before the applicable dates. The notification shall contain a detailed statement outlining changing costs and/or enrollment, the reasons for the changes, including management's response to same, and the reason(s) the changes are not offset by decreases in costs. If the **approved private school** fails to comply, the school may only charge a 10 percent increase.
9. If the tentative tuition rate established by this contractual agreement is greater than the final tuition rate charged, the **approved private school** shall return to the **sending district** the amount by which the tentative tuition charged for this pupil exceeded the final tuition rate charged multiplied by this pupil's actual average daily enrollment for the July through June school year and, if applicable, for the extraordinary services, in accordance with N.J.A.C. 6A:23A-18.3(l). Average daily enrollment means the sum of the days present and absent divided by the number of days the school was actually in session.

In the event it becomes necessary the **approved private school** shall pay the **sending district** the full amount owed as a result of the school's certified audited financial statements no later than June 30 of the school year in which the audit is received or no later than 30 days after an appeal on an audit is finally resolved, whichever is applicable in accordance with N.J.A.C. 6A:23A-18.3(l). The **approved private school** has the option to pay such amount or credit such amount in a subsequent tuition bill.

10. If the tentative tuition rate established by this contractual agreement is less than the final tuition rate charged the **approved private school** may charge the **sending district** all or part of the amount by which the final tuition rate charged multiplied by this pupil's actual average daily enrollment for the July through June school year, and if applicable for the extraordinary services exceeded the tentative tuition charged for this pupil, in accordance with N.J.A.C. 6A:23A-18.3(m). Average daily enrollment means the sum of the days present and absent divided by the number of days the school was actually in session.

In the event it becomes necessary the **sending district** agrees to pay the **approved private school** the amount owed as a result of an adjustment based upon the school's certified audited financial statements in accordance with the payment schedule shown below in 10a. Full payment must be made on a mutually agreed upon date during the second school year (in FY 2024-2025) following the year for which the actual cost per student is certified in accordance with N.J.A.C. 6A:23A-18.3(m).

- A. The amount owed is to be paid as follows (insert a date between July 1, 2024 and June 30, 2025): **October 1, 2024**

11. This **agreement** may be terminated by the **approved private school** in accordance with N.J.A.C. 6A:14-7.7(a) or by the **sending district** in accordance with N.J.A.C. 6A:14-7.7(b). The **sending district** shall convene an IEP meeting according to N.J.A.C. 6A:14-2.3. Written notice shall be provided to the parent and/or guardian of the affected student pursuant to N.J.A.C. 6A:14-2.3. The student may be terminated from the current placement after the **sending district** has provided written notice to the parents according to N.J.A.C. 6A:14-2.3. At or upon the conclusion of the IEP meeting, the **sending district** and the **approved private school** shall mutually agree to a termination date. If the parties cannot mutually agree to a termination date, the contract shall terminate on the 16th day after written notice of termination was provided to the parents pursuant to N.J.A.C. 6A:14-2.3 provided, however, that the parents have not exercised their rights to disapprove the termination of the services at the **approved private school**. If the parent(s) and/or guardian (s) exercise their right to disapprove the termination of services at the **approved private school** by requesting mediation or a due process hearing, then the terms and conditions of the contract shall remain in full force and effect, unless the parties otherwise agree or the matter is resolved. The **approved private school** may bill the **sending district** for the number of enrolled days the student is enrolled after the date of the IEP meeting up to and including the date of termination.

The **approved private school** upon five consecutive daily absences by this pupil agrees to notify the **sending district** in writing, so that the **sending district** may investigate the enrollment status of this pupil. If the **sending district** or the **approved private school** discovers enrollment has ceased due to the actions of the parent(s)/guardian(s) or pupil other than in accordance with N.J.A.C. 6A:14-7.7, the **sending district** shall be responsible for tuition for the number of enrolled days within the fifteen calendar day notification period after written notification of termination has been given to the **approved private school** and the parent(s)/guardian(s) pursuant to N.J.A.C. 6A:14-2.3. If the **approved private school** does not notify the **sending district** upon five consecutive daily absences by this pupil, the **approved private school** waives their right to tuition beyond the five consecutive daily absences, if the pupil does not return.

12. In the event that any dispute arises out of the **agreement** the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of this pupil shall be of the foremost concern in resolving such disputes.

13. In the event the approved status of the **approved private school** is discontinued by the Department of Education this **agreement** shall be terminated. The **sending district** shall be responsible for tuition for the days the pupil is enrolled.
14. The **approved private school** agrees not to assign the services to be provided under this contract or any portion thereof to any other entity. The language contained in section #16 which is required in accordance with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-5.2 which includes the term "subcontractor" does not allow the **approved private school** to assign the services.
15. The **approved private school** as signatory to this contract agrees to operate in accordance with applicable federal and state laws, and rules and regulations including but not limited to N.J.A.C. 6A:14-7.
16. The **sending district** agrees to immediately inform the **approved private school** should it become aware of a change in the student's school district of residence for school funding purposes.
17. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
 - B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
 - C. The contractor or subcontractor, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

- D. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act;
- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;
- I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: 1) Letter of Federal Affirmative Action Plan Approval, 2) Certificate of Employee Information Report, and 3) Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance); and

- J. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

In witness whereof, the parties have caused this agreement to be duly executed as of this

_____ day of _____, _____.

Signatures



Director, Approved Private School

President of the Board of Education

Secretary of the Board of Education

East Mountain School
(a division of HMM Carrier Clinic)
252 Route 601 PO Box 147
Belle Mead, NJ 08502

**Statement of Account
For all Open School Years
As of January 31, 2023**

District: Avalon

| | <u>Balance</u> |
|------------------------------------|----------------------------|
| June, 2022 | \$ 3,235.90 |
| 21/22 SY Balance | <u>\$ 3,235.90</u> |
| July, 2022 | \$ 6,745.94 |
| August, 2022 | \$ 4,761.84 |
| September, 2022 | \$ 7,142.76 |
| October, 2022 | \$ 7,936.40 |
| November, 2022 | \$ 6,745.94 |
| December, 2022 | \$ 6,745.94 |
| January, 2023 | \$ 7,936.40 |
| 22/23 SY Balance | <u>\$ 48,015.22</u> |
| Total amount to be refunded | <u>\$ 51,251.12</u> |

If you have any questions, please contact Michael Haney
at Michael.Haney@hmn.org