

CHESILHURST SCHOOL DISTRICT

SHIRLEY B. FOSTER ELEMENTARY SCHOOL
CHESILHURST, NJ 08089
Minutes for May 15, 2023

Regular Meeting

Executive Session – None

Regular Meeting – 7:01 PM

Carla Ortiz, President

1. CALL TO ORDER

2. FLAG SALUTE

3. SUNSHINE NOTICE

Carla Ortiz, President

The New Jersey Open Public Meeting Law was enacted to insure the right of the public to have advance notice of and to attend the meeting of the public bodies at which any business affecting their interests is discussed or acted upon.

In accordance with the provisions of this Act, the Chesilhurst Borough Board of Education has caused notice of this meeting to be published by having the date, time and place advertised in the Courier Post, and posted in the school and at borough hall.

4. ROLL CALL

Jaime Ocasio

Board Member	Roll Call
Mrs. Barney	NOT PRESENT
Ms. Ford	ONLINE
Mr. Garnett	ONLINE
Mr. Lyles	ONLINE
Mrs. Saylor	ONLINE (7:07 PM)
Mr. Medley	ONLINE
Ms. Ortiz	ONLINE

Was a quorum established? Yes X No _____

5. BUSINESS OFFICE REPORTS

APPROVAL OF MINUTES

A. Motion to approve the Meeting Minutes for April 24, 2023.

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford			YES
Mr. Garnett			YES
Mr. Lyles		X	YES
Mrs. Saylor			NOT PRESENT
Mr. Medley	X		YES
Ms. Ortiz			YES

6. FINANCE

A. Motion to approve/ratify the Board Payment Approval List for May 2023.

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford		X	YES
Mr. Garnett			YES
Mr. Lyles			YES
Mrs. Saylor			NOT PRESENT
Mr. Medley	X		YES
Ms. Ortiz			YES

B. Motion to approve the following Financial Reports in items 1 through 5.

1. Board Secretary Report

Approve the Board Secretary Report in accordance with 18A:17-36 and 18A:17-9 for the months of April 2023. The Board Secretary certifies that no line item account has been over expended in violation of N.J.A.C. 6A:23A-16.10(c)3 and that sufficient funds are available to meet the district’s financial obligations for the remainder of the fiscal year.

2. Revenue Amount or Revenue Sources

Approve the Board Secretary’s Revenue report for April 2023 in accordance with N.J.A.C.6A:23A-16.10(c)2 certifies that there are no changes in anticipated revenue amount or revenue sources.

3. Board of Education Certification
Approve the Board of Education Certification for April 2023 pursuant to N.J.A.C.6A:23A-16.10(c)3, we certify that after review of the secretary’s monthly financial report (appropriations section) and to the best of our knowledge, no major account or fund has been over expended and that sufficient funds are available to meet the district’s financial obligation for the remainder of the fiscal year.
4. Treasurer’s Report
Approve the Treasurer’s Reports in accordance with 18A:17-36 and 18A:17-9 for the month of April 2023. The Treasurer’s Report and Secretary’s Report are in agreement.
5. Budget Transfers
Approve the Budget Transfers and new account appropriations for April 2023 as attached to this agenda, and when required, pending the New Jersey Commissioner of Education’s approval as specified in 6A:23A-13.3.

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford	X		YES
Mr. Garnett			YES
Mr. Lyles		X	YES
Mrs. Saylor			NOT PRESENT
Mr. Medley			YES
Ms. Ortiz			YES

C. Camden County Educational Services Commission-2023-2024 General Services Contract

THIS CONTRACT is made and effective on July 1, 2023 by and between the Camden County Educational Services Commission, with offices located at 225 White Horse Avenue, Clementon, New Jersey 08021, (hereinafter referred to as the “Commission”) and the executing Local Education Agency (hereinafter referred to as “Board”).

WITNESSETH:

WHEREAS, the Board desires to engage the services of the Commission to provide requested services; set forth in the Price List for Fiscal Year 2023-2024 and incorporated herein as the “Services”; and

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

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

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

1. The term of this contract shall be from July 1, 2023 to June 30, 2024.
2. The Board is solely responsible for the administration of its funds relative to the provision of the Services rendered pursuant to this Contract.
3. Services, if selected by the Board, will be provided by the Commission in accordance with the price list associated with this contract. Prices include time off or away for the personnel delivering the Services for professional development, sick time, personal time, bereavement, and other time away approved by the Commissions Superintendent or designee.
4. For the Services for Student Transportation rendered by the Commission under this contract, the Board shall pay to the Commission a sum of the districts portion of the cost of the shared route plus a 6 % (six percent) administration fee.
5. The Commission shall bill the Board for the Services rendered on a monthly basis. The Board shall remit all amounts payable to the Commission within thirty (30) days following the receipt of each such invoice.
6. The Board shall defend, indemnify and hold harmless the Commission, its agents, officials, representatives and employees from and against all claims, damages, or losses for which the Board is legally liable, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from any intentional or negligent act or omission by the Board relative to the Services provided under this Agreement. This obligation shall be limited to claims, damages or losses covered by applicable insurance maintained by the Board.
7. The Commission shall defend, indemnify and hold harmless the Board, its agents, officials, representatives and employees from and against all claims, damages, or losses for which the Commission is legally liable, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from any intentional or negligent act or omission by the Commission in rendering services under this Agreement. This obligation shall be limited to claims, damages or losses covered by applicable insurance maintained by the Commission, and shall exclude any claims, damages or losses in due process matters or proceedings.
8. This contract shall terminate at the expiration of June 30, 2024. No Services shall be performed by the Commission thereafter in the absence of appropriate prior authorization from the Board to do so, including a guarantee that the Commission shall be paid for all of the Services performed and costs incurred after the date of expiration. Notwithstanding the expiration date, either party may terminate this agreement prior to the expiration date of June 30, 2024 by giving sixty (60) days written notice to the other of its intent to terminate. This sixty (60) day termination provision also applies to placement of specific service providers. Termination shall become effective at the end of the notice period unless the Commission requests or agrees to an earlier termination date. Early termination shall not relieve the Board of the obligation to pay for any Services provided by the Commission through the end of the notice period. Any notice of termination shall be sent by certified mail. The notice period shall

commence upon receipt of the certified mail. During the sixty (60) day period after such notice is received, the parties shall continue to act towards each other in good faith. Notice of termination to the Board shall be addressed to the Board at their address listed on their website. Notice of termination to the Commission shall be directed to the address set forth in clause one (above) of this agreement.

9. During the term of this contract and for a period of two (2) years following the termination of this contract, the Board agrees not to solicit for hire or hire as an employee, consultant or independent contractor, any non-administrative employee and/or independent contractor under contract with the Commission. Should the Board desire to hire one of the Commission’s non-administrative employees, the Board agrees to provide sixty (60) days written notice to the Commission of its intent to hire. Upon resignation by the non-administrative employee from the Commission and hiring by the Board, the Board agrees to pay the Commission a liquidated damages fee equal to one (1) month of the non-administrative employee’s last annual salary at the Commission. Should the Board desire to hire one of the Commission’s independent contractors, the Board agrees to provide sixty (60) days written notice to the Commission of its intent to hire. Upon separation by the independent contractor from the Commission and hiring by the Board, the Board agrees to pay the Commission a liquidated damages fee of \$1,000.00.

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford			YES
Mr. Garnett			YES
Mr. Lyles		X	YES
Mrs. Saylor			YES
Mr. Medley	X		YES
Ms. Ortiz			YES

D. Motion to award a contract to W.J. Gross Inc under CCESC Contract #66CCEPS and Contract #FY23-01 for the Shirley B. Foster Elementary School Toilet room renovations for a price not to exceed \$127,200.00.

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford		X	YES
Mr. Garnett			YES
Mr. Lyles			YES
Mrs. Saylor	X		YES
Mr. Medley			YES
Ms. Ortiz			YES

7. PUBLIC COMMENTS:

A. Motion to open the meeting to the public for all general comments 7:11 PM (3 minutes)

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford	X		YES
Mr. Garnett			YES
Mr. Lyles		X	YES
Mrs. Saylor			YES
Mr. Medley			YES
Ms. Ortiz			YES

B. Motion to close meeting to public. 7:28 PM

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford		X	YES
Mr. Garnett			YES
Mr. Lyles			YES
Mrs. Saylor			YES
Mr. Medley	X		YES
Ms. Ortiz			YES

8. ADJOURNMENT

A. Motion to adjourn the meeting at 7:29 PM

Board Member	Motion	Second	Roll Call
Mrs. Barney			NOT PRESENT
Ms. Ford			YES
Mr. Garnett			YES
Mr. Lyles	X		YES
Mrs. Saylor			YES
Mr. Medley		X	YES
Ms. Ortiz			YES

Respectfully submitted,

Vincent J. Caravello

NEXT MEETING

June 19, 2023, 7:00 PM