SOUTH HACKENSACK BOARD OF EDUCATION

Monday, June 28, 2021 Special Year End Meeting Time 7:00 p.m.

- A. Meeting called to order at:
- B. Announcement of adequate meeting:

The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interests is discussed or acted upon. In accordance with the provisions of the Act, the South Hackensack Board of Education has caused notice of meetings published in The Record by having the date, time and place thereof posted. Notice was also placed on the Bulletin Board in the Municipal Building and in the Lobby of Memorial School.

- C. Roll call
- D. Flag Salute
- E. Presentations
- F. Public Hearing on Resolutions to be acted upon this meeting.

Residents are requested to state their names, addresses and subject matter. Issues raised by members of the public may or may not be responded to by the Board. All comments will be considered and a response will be forthcoming if and when appropriate. The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding students and employees of the District are discouraged and will not be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public. Members of the public should consider their comments in light of the legal rights of those affected or identified in their comments and be aware that they are legally responsible and liable for their comments.

- G. Old Business
- H. New Business

I. Open Public Hearing

Residents are requested to state their names, addresses and subject matter. Issues raised by members of the public may or may not be responded to by the Board. All comments will be considered and a response will be forthcoming if and when appropriate. The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding students and employees of the District are discouraged and will not be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public. Members of the public should consider their comments in light of the legal rights of those affected or identified in their comments and be aware that they are legally responsible and liable for their comments.

- J. Private Session (If necessary)
- K. Adjournment

BUSINESS

MOTIONED BY:	SECONDED BY:
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1. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the reimbursement of the Principal's Account in the amount of \$1000.00

Description	Amount
Department Awards	\$400.00
End of Year Activities	\$600.00

- 2. Be it Resolved that upon the recommendation of the Superintendent of Schools the South Hackensack Board of Education ratify the American Rescue Plan. (as presented)
- 3. Be it Resolved that upon the recommendation of the Superintendent of Schools the South Hackensack Board of Education approve the abolishment of the following positions:

10-month Director of Curriculum and Instruction

LDTC - 10 month

4. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the hiring of the following teacher for the summer program, effective July 6 - July 30, 2021.

Teacher	Time	Rate Per Day	Total
Laura Gould	8:15am-1:15pm	\$175/day	\$3,325
Allie LoPresti**	8:15am-1:15pm	\$175/day	\$3,325

^{*}paid with ESSER II Funds

^{**}pending receipt of paperwork

5. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the hiring of the following nurse for the summer program, effective July 6 - July 30, 2021.

Nurse	Time	Rate Per Day	Total
Tara Pearce	8:15am-1:15pm	\$200/day	\$3,800

^{*}paid with ESSER II Funds

6. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the actual salaries of the following Administrative staff listed below for the 2021-2022 school year, effective July 1, 2021 to June 30, 2022.

Administration	2021-2022
Chirichella, Jason	\$139,725
Moreno, Carla	\$105,000

- 7. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education ratify Stephanie Kropp for June training hours at a rate of \$33.15/hour, not to exceed 13.5 hours.
- 8. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the request for carryover of vacation days for the staff members below:

Elizabete Schaefer	3 vacation days to carry over
Jason Chirichella	4 vacation days to carry over

9. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the following faculty/staff members for the "self-funded" After School Program July 6, 2021 - July 30, 2021

Name	Position	Rate of Pay
Mary Gould	Coordinator	
Elizabeth DeRogatis	Coordinator	
Elizabete Schaefer	Treasurer	\$20.00 per family

- 10. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the attached agreement between the New Jersey School Boards Association on behalf of the NJSBA Cooperative Pricing System and the South Hackensack Board of Education to participate in an ACES (NJSBA) Cooperative Pricing System. (Attachment A)
- 11. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education ratify DJP Industrial & Commercial Service LLC for emergency repairs to the cooling towers at a cost of \$1,768.00
- 12. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the Service/Maintenance Contracts for the 2021-2022 school year.
- 13. Be it Resolved that upon the recommendation of the Interim Superintendent of Schools the South Hackensack Board of Education approve the Business Administrator to pay additional June 2021 bills.
- 14. Be it Resolved that the South Hackensack Board of Education approve the null and void of the Superintendent's contract with Jason Chirichella Resolution #18 from the June 14, 2021 meeting.
- 15. Be it Resolved that the South Hackensack Board of Education hereby appoints Dr. Mark Hayes as the Interim Superintendent of Schools from July 1, 2021 through August 31, 2021.
- 16. Be it resolved that the South Hackensack Board of Education hereby appoints Mr. Jason Chirichella as Principal from July 1, 2021 through June 30, 2022, in accordance with the attached contract.

COOPERATIVE PRICING SYSTEM AGREEMENT

NJSBA ACES CPS #E8801

This Agreement, made and entered into this 28 day of June, 2021, by and between the New Jersey School Boards Association on behalf of the NJSBA Cooperative Pricing System and (insert name of participants) and other local district boards of education located in the State of New Jersey who may in the future choose to participate in the ACES (NJSBA) Cooperative Pricing System.

WITNESSETH

WHEREAS, the Public School Contracts Law, N.J.S.A. 18A:18A-4.1a, authorizes district boards of education to competitively contract for the procurement of proprietary computer software and services; and

WHEREAS, the New Jersey School Boards' Association (NJSBA), N.J.S.A. 18A:6-45 et. seq., on behalf of its membership has competitively contracted to procure on an aggregated basis digital and electronic products and services, E-Rate Consulting and Processing Services, and other technology products and programs to enhance Members readlness for Future Ready Schools, as well as energy aggregation services, supplies and materials, time and materials; and such other services and products as two or more participating local boards in the system agree can be purchased on a cooperative basis; and

WHEREAS, N.J.S.A. 18A:18A-11 specifically authorizes two or more local district boards of education (hereinafter referred to as local boards) to enter into a Cooperative Pricing Agreement for the purchase of work, materials, and supplies; and

WHEREAS, NJSBA is conducting a voluntary Cooperative Pricing System within the State of New Jersey, utilizing the administrative purchasing services and facilities of NJSBA; and

WHEREAS, this Cooperative Pricing Agreement (hereinafter referred to as the Agreement) is to effect substantial economies in the purchase of energy and technology products and services for local boards across this State; and

WHEREAS, all parties to this Agreement have approved this Agreement by resolution, in accordance with N.J.S.A. 18A:18A-1 et. seq. and regulations promulgated thereunder; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

- The products and services to be priced cooperatively may include, on an aggregated basis or not, digital and electronic products and services, E-Rate Consulting and Processing Services, and other technology products and programs to enhance Members readiness for Future Ready Schools-NJ, as well as energy aggregation services, supplies and materials, time and materials; and such other services and products as two or more participating local boards in the system agree can be purchased on a cooperative basis.
- The services and classes of services which may be designated by the
 participating local boards hereto may be purchased cooperatively for the
 period commencing with the execution of this Agreement and continuing
 until terminated as hereinafter provided.
- 3. The NJSBA, on behalf of all participating contracting units, shall, upon approval of the System's registration and upon the anniversary of the system's registration publish a legal ad in such format as required by N.J.A.C. 5:34-7.12 in a newspaper normally used for such purposes by it, to include such information as:
 - a. NJSBA's full name and the fact that it may be soliciting competitive bids or informal quotations; and
 - b. NJSBA's address and telephone number; and
 - c. The names of the participating contracting units; and
 - d. The State Identification Code for the Cooperative Pricing System, and
 - e. The expiration date of the Agreement.
- 4. Each of the participating local boards shall designate, in writing, to NJSBA, products and services to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
- The specifications shall be prepared and approved by NJSBA and no changes shall thereafter be made except as permitted by law. Nothing

herein shall be deemed to prevent changes in specifications for subsequent purchases.

- 6. A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by NJSBA on behalf of all of the participating local boards desiring to purchase products and services and some or all of the other services specified in this Agreement.
- 7. NJSBA shall receive bids or quotations on behalf of all participating local boards. Following the receipt of bids, NJSBA shall review said bids and on behalf of all participating local boards, either reject all or certain of the bids or make one award to the lowest responsible bidder. This award shall result in the opportunity for individual local boards to enter into individual contracts with the successful bidder providing for the estimated aggregate quantities to be purchased during the term of the individual contracts.
- 8. Upon determining to accept the bid provided through this Agreement, each participating local board shall:
 - a. Certify the funds available only for its own needs ordered;
 - b. Enter into a formal written contract directly with the successful bidder(s);
 - c. Issue purchase orders in its own name directly to successful bidder(s) against said contract;
 - d. Accept its own deliveries;
 - e. Be invoiced and receive statements from the successful bidder(s):
 - f. Make payment directly to the successful bidder(s) and
 - g. Be individually responsible for any tax liability associated with the individual contract.
- 9. No participating local board in the Cooperative Pricing System shall be responsible for payment for any services ordered or for performance generally by any other participating local board. Each participating local board shall, accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

The provisions of paragraphs 7, 8 and 9 above shall be quoted or referenced and sufficiently described in all specifications so that each

- bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
- 10. No participating local board in the Cooperative Pricing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
- 11. NJSBA reserves the right to exclude any item or service from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or practicable.
- 12. NJSBA shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
- 13. This Agreement shall become effective upon signing, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for the duration of the Cooperative Pricing System's Registration with DCA unless any party to this Agreement shall give written notice of its intention to terminate its participation.
- 14. Additional local boards may from time to time, execute this Agreement by means of a Rider attached hereto, which addition shall not invalidate this Agreement with respect to the other signatories. NJSBA is authorized to execute the Rider(s) on behalf of the members of the Cooperative Pricing System.
- 15. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned to the System by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
- 16. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.
- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

BY:_	Name and Title New Jersey School Boards Association Or. Lawrence S. Feinsoch Executive Director	Name and Title Vertica Therrozon Executive Admin Ass	1
FOR '	THE PARTICIPATING LOCAL DISTRICT	BOARD OF EDUCATION:	
BY:_	Name and Title	ATTEST BY:Name and Title	