

**HACKETTSTOWN PUBLIC SCHOOLS  
Hackettstown, NJ 07840  
BOARD OF EDUCATION MEETING**

**May 1, 2019**

**7:00 pm**

**High School Media Center**

**MISSION STATEMENT**

*Building on tradition and success, the mission of the Hackettstown School District is to educate and inspire students through school, family and community partnerships so that all become positive, contributing members of a global society, with a life-long commitment to learning.*

---

**A G E N D A**

---

**Roll Call  
Statement of Compliance with Open Public Meeting Act  
Flag Salute  
Executive Session**

**Correspondence/Recognition**

**Approval of Minutes** – Regular Meeting - April 17, 2019  
Executive Session –April 17, 2019

**Committee Reports**

**Superintendent's Report**

- **2019-2020 Budget Presentation**

**Public Comment on Agenda Items Only – Shall be limited to 3 minutes (Policy 0167)**

**A. Business / Finance**

1. Adoption of 2019-2020 Budget
2. Appointment of Representatives Requesting Federal and State Funds
3. Appointment of School Funds Investor
4. Designate Purchasing Agent
5. Transfer of Current Year Available Balances
6. Annual Appointments for the 2019-2020 School Year
7. Appointment of Custodian of Records
8. Appointment of District Designee for Treasurer Report
9. Authorized Signatories
10. Designation of Depositories of Funds
11. Approval of Tax Requisition Schedule
12. Acceptance of Gifts
13. Approval of State Contract Purchasing
14. Resolution for Member Participation in a Cooperative Pricing/Hunterdon ESC

15. Resolution for Member Participation in a Cooperative Pricing/Educational Services Commission of NJ
16. Education Data Services, Inc.(school supplies)
17. Education Data Services, Inc. (school skilled trade services)
18. Approval of Flexible Spending Accounts (FSA)
19. Approval of Flexible Spending Account Corporate Resolution
20. Appointment of Health Insurance Agents of Record
21. Appointment of Insurance Agent of Record
22. Appointment of Worker's Compensation Insurance Agent of Record
23. Approval of Professional Accounting and Auditing Services
24. Appointment of Board Attorney (General and Special Education Counsel)
25. Appointment of Board Attorney (Labor and Construction Counsel)
26. Approval of School Physician Services Contract(s)
27. Approval to Extend Contract with Xtel Communications
28. Approval of Student Information System Renewal
29. Authorization to Establish Petty Cash Funds
30. Approval of Integrated Pest Management Plan
31. Approval of Annual Indoor Air Quality Plans
32. Approval of Travel Authorization Amount
33. Approve Maximum Travel Allowance
34. Designation of Official Newspapers
35. Approval of Sending/Receiving Tuition Contracts (GM/ALLAM)
36. Approval of (ROD) Grant Consultant
37. Approval of 403(b) and 457(b) Plan Service Providers
38. Approval of 2019-2020 Building Use Fees
39. Approval of 2019-2020 Athletic Camp Building Use Fees
40. Adopt NJSIAA Membership
41. Approval of Dual Use of Educational Space
42. Approval of IDEA Grant Amendment
43. Approval of Virtual High School (VHS) Contract

**Other Business**

**Public Comment – Shall be limited to 3 minutes (Policy 0167)**

**Executive Session (if needed)**

**Adjournment**

**HACKETTSTOWN BOARD OF EDUCATION  
REGULAR BOARD MEETING  
April 17, 2019  
MINUTES**

The regular action board meeting of April 17, 2019 of the Hackettstown Board of Education was called to order at 7:01 p.m. in the High School Media Center by Board President, Mr. Michael Herbst. Mr. Herbst read the following statement followed by the pledge of allegiance: "In accordance with the State's Sunshine Law, adequate notice of this meeting was provided by sending a notice of the time, date, location to Success Communications Group on January 3, 2019 and advertised in the "*Express Times*" on January 5, 2019 and the "*Gazette*" on January 11, 2019. Copies of the meeting schedule have also been posted at each of our schools, the district website, the Board Office located at 315 Washington Street, and emailed to the Municipal Clerk of the Town of Hackettstown on January 3, 2019. And further, please be advised that, meetings of the Hackettstown Board of Education are videotaped for next day posting on the District website. The Board of Education reserves the right to edit the videotaped record of its meetings in order to protect student or staff member privacy."

**ROLL CALL**

Members present: Ms. Jami Cavanagh  
Mrs. Amy Cochran  
Mr. Michael Herbst  
Ms. Malainie Hibler  
Ms. Mary Beth Maciag  
Mr. Robert Moore (arrived at 7:05 p.m.)  
Ms. Lori Prymak  
Dr. Bo Soobryan  
Ms. Michele Wehmeyer

Also present: Mr. David C. Mango, Superintendent of Schools  
Ms. Gail Woicekowski, Board Secretary  
Mr. Jeff Merlino, Board Attorney  
Mr. Kevin O'Leary, Acting Director of Special Services  
Mrs. Debra Grigoletti, Director of Curriculum and Instruction  
Mr. John Morsillo, Technology Technician I  
Mr. Kyle Sosnovik, High School Principal  
Mrs. Sheena Delgaizo, Middle School Principal  
Mrs. Marie Griffin, Hatchery Hill Principal

Members absent: Mr. Shawn Burke  
Dr. Giovanni Cusmano

## **MINUTES**

Motion: Dr. Soobryan

Second: Ms. Cavanagh

Be it resolved, that the regular board meeting minutes and executive session minutes of March 20, 2019, be approved.

Carried in a voice vote- unanimous.

## **COMMITTEE REPORTS**

Finance and Facilities – reported by Ms. Wehmeyer

The committee finalized budget numbers on April 16, 2019.

Allamuchy – no report

Great Meadows – reported by Ms. Prymak

Personnel/Negotiations– reported by Mr. Mango

- There will be a negotiation meeting on May 7, 2019 with the HEA (Hackettstown Education Association).

Policy – no report

Curriculum/Student Activities –reported by Ms. Hibler

- Curriculum committee met on Tuesday, April 17, 2019. The updated district website will be official on July 1, 2019. ESL (English Speaking Language) will be expanding at different levels.

HFEE Foundation – reported by Ms. Maciag

- The Foundation is trying to partner with the PTA to split a Tricky Tray Fundraiser. Ms. Maciag stated that membership is down with both HFEE and the PTA. There will be a meeting the first Monday in May.

## **SUPERINTENDENT’S REPORT** – Mr. David Mango

- Student of the Month were introduced by the Building Principals.
  - Hatchery Hill
    - April – Destinee Quattlebaum
  - Willow Grove
    - April – Brisa Telomico Becerro
  - Middle School
    - April – Olivia Gebhard
  - High School
    - April – Jacob De Gregoris
- Report of the High School – Mr. Kyle Sosnovik  
(A copy of the report is attached to the minutes)
- Dates to Remember:
  - May 1 – 2019/20 Budget Hearing/Discussion for Egress @ Hatchery Hill School
  - May 8 – Joint Principal Forum - Willow Grove School @ 6:30 PM
  - May 15 – Public Meeting

Mtg. Date: 4/17/19

**EXECUTIVE SESSION**

Motion: Mr. Moore

Second: Dr. Soobryan

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 at 7:59 pm;

NOW THEREFORE BE IT RESOLVED by the Hackettstown 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:

- HIB

Matters concerning negotiations, and specifically:

-Contract Architect of Record

Matters involving personnel issues, including but not limited to, the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or discipline of any public officer or employee, and specifically:

-Personnel Issues

**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 will return to open session to conduct business at the conclusion of the executive session.

Carried in a voice vote – unanimous.

The Board took a break from 9:10 p.m. to 9:15 p.m.

**RECONVENE**

Motion: Mr. Moore

Second: Ms. Cochran

Be it resolved, that the Board of Education reconvene into regular session at 9:15 p.m.

Carried in a voice vote – unanimous.

**PUBLIC COMMENT/QUESTIONS ON AGENDA ITEMS**

- Mr. Robert Lewis spoke regarding his Lacrosse coaching position and asked the board to reinstate him.









**APPROVAL OF ADDENDUM TO EXTEND SUBSTITUTE SERVICES CONTRACT**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve an addendum to extend service contract from July 1, 2019 through June 30, 2020 with ESS Northeast, LLC to provide district wide substitute services, as attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**RATIFY APPROVAL OF COPIER LEASE AGREEMENT**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, ratify the sixty (60) month lease agreement as attached with Atlantic for new digital copiers and maintenance.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF MUNICIPAL ADVISOR OF RECORD**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve Phoenix Advisors, LLC as independent registered Municipal Advisor of Record for the 2019-2020 school year, as attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**BOARD COMMENT ON B SECTION AGENDA ITEMS**

Motions are accepted by Ms. Cochran and Mr. Moore as amended.

- none

**ACCEPTANCE OF RESIGNATION(S)**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, accept the resignations for the 2018-2019 school year attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF NEW STAFF**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, appoint new staff, for the 2018-2019 school year attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**ACCEPTANCE OF SEPARATION OF AGREEMENT**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, accept the separation agreement with Employee #H0001573.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF RESCISSION OF ATHLETIC APPOINTMENTS**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve the rescission of Robert Lewis as Head Varsity Boys Lacrosse Coach, effective immediately.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)



**APPROVAL OF ADDITIONAL HOURS FOR STAFF**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve 3.5 additional hours for Coralyn Vossler, Teacher of the Deaf, to consult and provide teacher in-service for a new hearing impaired PSD student ID#16604527 for the 2018-2019 school year at the rate of \$53.49/hour./hour.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF REVISED HIGH SCHOOL 7TH TEACHING BLOCK ASSIGNMENT(S)**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved that the Board of Education, approve revised High School 7<sup>th</sup> teaching block assignment effective January 14, 2019 - June 30, 2019, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF NEW MIDDLE SCHOOL 7TH TEACHING BLOCK ASSIGNMENT(S)**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve new Middle School 7<sup>th</sup> teaching block assignment effective April 1, 2019 – June 30, 2019, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL TO WRITE CURRICULUM**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved: that the Board of Education, approve staff to write curriculum for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF ADDITIONAL TIGER CLUB APPOINTMENTS**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved that the Board of Education, approve additional Tiger Club appointments for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF ADDITIONAL 2018-2019 ATHLETIC APPOINTMENTS**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve additional athletic appointments for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF ATHLETIC VOLUNTEERS**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved that the Board of Education, approve as athletic volunteers for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF OBSERVATION HOURS**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve observation hours for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF MENTORS / MENTEES**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve mentors/mentees for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF SUBSTITUTES**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve substitutes for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF ADDITIONAL CO-CURRICULAR APPOINTMENTS**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve additional co-curricular appointments for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**APPROVAL OF TEACHING ASSISTANT ADDITIONAL HOURS**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, approve additional hours for Cynthia Olivieri, Willow Grove Special Education Aide, to provide aide support to a special education student for an after school Tiger's Club from April 3<sup>rd</sup> through May 10, 2019 (1 day per week) for a total of 4 hours at her hourly rate of \$17.99 for the 2018-2019 school year.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)

**BOARD COMMENT ON C SECTION AGENDA ITEMS**

Motions are accepted by Ms. Cochran and Mr. Moore as amended.

- none

**APPROVAL OF WORKSHOP ATTENDANCE**

Motion: Ms. Cochran Second: Mr. Moore

Be it resolved, that the Board of Education, workshop attendance for the 2018-2019 school year, attached by reference.

Carried in a roll call vote, Ms. Prymak – yes (as it pertains to the High School)





**HACKETTSTOWN PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
May 1, 2019**

<b>BUSINESS</b>
-----------------

**A-1 Adoption of the 2019-2020 Budget – BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator and Finance Committee, adopt the 2019- 2020 school district budget as follows:

	<u>Budget</u>	<u>Local Tax Levy</u>
<u>General Fund</u>	<u>\$32,598,423</u>	<u>\$17,616,981</u>
<u>Special Revenue Fund</u>	<u>\$ 574,463</u>	<u>\$ -0-</u>
<u>Debt Service Fund</u>	<u>\$ 315,042</u>	<u>\$ 315,042</u>
<u>Total Base Budget</u>	<u>\$33,487,928</u>	<u>\$17,932,023</u>

**A-2 Appointment of Representatives Requesting Federal and State Funds - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator authorizes the Superintendent of Schools and the Business Administrator/Board Secretary or their designees be designated as the Board’s agents to request state and federal funds under the existing State and Federal Laws for the period from the date of this reorganization meeting to the reorganization meeting in the next calendar year.

**A-3 Appointment of School Funds Investor - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator, appoint Gail Woicekowski, School Business Administrator/Board Secretary, as the School Investor for the 2019-2020 school year.

**A-4 Designate Purchasing Agent – BE IT RESOLVED:** that the Board of Education, upon recommendation by the Chief School Administrator, approve the following:

WHEREAS, 18A:18A-2 provides that a board of education shall assign the authority, responsibility and accountability for the purchasing activity of the board of education to a person or persons who shall have the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, and

WHEREAS pursuant to N.N.S.A 18A:18A-3 provides that contracts, awarded by the purchasing agent that do not exceed in the aggregate in a contract year the bid threshold (Currently \$40,000), may be awarded by the purchasing agent without advertising for bids when so authorized by board resolution, and

WHEREAS 18A:18A-37,c. provides that all contracts that are in the aggregate less than 15% of the bid threshold (Currently \$6,000) may be awarded by the purchasing agent without soliciting competitive quotations if so authorized by board resolution.

NOW, THEREFORE BE IT RESOLVED, that the Hackettstown Board of Education, pursuant to the statutes cited above hereby appoints **Gail Woickowski**, as its duly authorized purchasing agent and is duly assigned the authority, responsibility and accountability for the purchasing activity of the Hackettstown Board of Education, and

BE IT FURTHER RESOLVED that **Gail Woickowski** is hereby authorized to award contracts on behalf of the Hackettstown Board of Education that are in the aggregate less than 15% of the bid threshold (*Currently \$6,000*) without soliciting competitive quotations, and

BE IT FURTHER RESOLVED that **Gail Woickowski** is hereby authorized to seek competitive quotations, when applicable and practicable and award contracts on behalf of the Hackettstown Board of Education when contracts in the aggregate exceed 15% of the bid threshold (*Currently \$6,000*) but are less than the bid threshold of \$40,000.

**A-5 Transfer of Current Year Available Balances - BE IT RESOLVED:**

WHEREAS, NJSA 18A:21-2, NJSA 18A:7G-31, and NJSA 18A:7F-41 permit a Board of Education to establish and/or deposit into certain reserve accounts at year end, and

WHEREAS, the aforementioned statutes authorize procedures, under the authority of the Commissioner of Education, which permit a board of education to transfer unanticipated excess current revenue or unexpended appropriations into reserve accounts during the month of June by board resolution, and

WHEREAS, the Hackettstown Board of Education wishes to transfer unanticipated excess current year revenue or unexpended appropriations from the general fund into a Tuition Reserve, Capital Reserve, Maintenance Reserve and/or Emergency Reserve account at year end, and

WHEREAS, the Hackettstown Board of Education has determined that the transfers are not to exceed amounts are available for such purpose of transfer in the appropriate designated accounts, as attached by reference.

NOW THEREFORE BE IT RESOLVED that the Hackettstown Board of Education hereby authorizes the district's School Business Administrator to make the transfers consistent with all applicable laws and regulations.

**A-6 Annual Appointments for the 2019-2020 School Year - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator, appoint the following to annual appointments for 2019-2020:

Affirmative Action Officer	Debra Grigoletti
Asbestos Officer	Carl Johnson
Chemical Hygiene Officer	Carl Johnson
Collection and Maintenance of Student Records	Debra Grigoletti
504 Officer	Guy Jorstad
ADA Officer	TBD



Title XI Officer	Robert Grauso
Homeless Liaison	Guy Jorstad
County ESC Representative	Michael Herbst
Indoor Air Quality Officer	Carl Johnson
IDEA Coordinator	TBD
Integrated Pest Management Coordinator	Carl Johnson
Perkins Coordinator	Wayne Filus
ESSA Coordinator	Debra Grigoletti
(Title I, II, III, and Title III Immigrant)	
Right to Know Contact Person	Carl Johnson
Public Agency Compliance Office	Carl Johnson
Safety Officer	Stephen Speirs

**A-7 Appointment of Custodian of Records - BE IT RESOLVED:**

WHEREAS, P.L. 2001, c.404 (C.47:1A-7), known as the Public Access Law, amends and supplements, P.L. 1963, c.73.P.L. 1995, c.23 and P.L. 1998, c.17 regarding public access to government records, and

WHEREAS, the law designate that a person be designated as the custodian of a government record, and

WHEREAS, copies of permitted government records must be provided to persons upon written request and upon prepayment of fees prescribed by law or regulation, and

WHEREAS, except as otherwise provided by law or regulation, the fee assessed for the copying of a government record shall be \$.05 per page for letter size paper or smaller and \$.07 per page for legal size paper or larger,

NOW, THEREFORE, BE IT RESOLVED that the Board of Education appoints the Business Administrator/Board Secretary as the custodian of governments, and

BE IT FURTHER RESOLVED, that the Hackettstown School District approves the attached form for the use of any person, who requests access to a government record, and

BE IT FURTHER RESOLVED, that the fees should be reviewed and approved annually by the Board of Education.

**A-8 Appointment of District Designee for Treasurer Report -- BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator authorizes that, Debra Grant, Assistant to the Business Administrator, be designated to prepare the district's monthly Treasurer Reports for the 2019-2020 school years.

**A-9 Approval of Authorized Signatories - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator, approve the authorized signatories for First Hope Bank accounts for the 2019-2020 school year, as attached by reference.

**(ATTACHMENTS)**

**A- 10 Designation of Depositories of Funds - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator, designate the list of Financial Institutions, Funds and Corporations as approved depositories of funds for the Hackettstown Board of Education for the 2019-2020 school year, as attached by reference. **(ATTACHMENTS)**

**A-11 Approval of Tax Requisition Schedule – BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator, approve payment schedule to receive the current expense tax levy and the debt service tax levy for the 2019-2020 school year, as attached by reference. **(ATTACHMENTS)**

**A-12 Acceptance of Gifts - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator accept gift(s) as attached by reference. **(ATTACHMENT)**

**A-13 Approval of State Contract Purchasing Resolution - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator, hereby resolves:

WHEREAS, the Hackettstown Board of Education, pursuant to N.J.S.A. 18A:18A-10a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Hackettstown Board of Education has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Hackettstown Board of Education desires to authorize its purchasing agent for the 2019-2020 school year to make any and all purchases necessary to meet the needs of the school district throughout the school year.

NOW, THEREFORE, BE IT RESOLVED, that the Hackettstown Board of Education authorizes the district Purchasing Agent to purchase certain goods or services entered into on behalf of the State by the Division of Purchase and property utilizing various vendors that have State Contracts. The Purchasing Agent shall make known to the Board the Commodity/Service, Vendor and State Contract Number utilized.

BE IT FURTHER RESOLVED that the Hackettstown Board of Education Business Administrator/Board Secretary shall certify to the availability of sufficient funds prior to the expenditure of funds for such goods or services.

**A -14 Resolution for Member Participation in a Cooperative Pricing System - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator hereby resolve,

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the *Hunterdon Educational Services Commission, ID # 34HUNCCP*, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services from **May 2018 through May 2023.**

WHEREAS, on May 1, 2019 the governing body of the Hackettstown Board of Education, County of Warren, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

#### **TITLE**

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Hackettstown Board of Education.

#### **AUTHORITY**

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the School Business Administrator, Gail Woicekowski is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

#### **CONTRACTING UNIT**

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

#### **EFFECTIVE DATE**

This resolution shall take effect immediately upon passage.

- A- 15 Resolution for Member Participation in a Cooperative Pricing System - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator hereby resolve,

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the *The Educational Services Commission of NJ (ESCNJ), ID # 65MCESCCPS*, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on May 1, 2019 the governing body of the Hackettstown Board of Education, County of Warren, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

**TITLE**

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Hackettstown Board of Education.

**AUTHORITY**

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the School Business Administrator, Gail Woicekowski is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

**CONTRACTING UNIT**

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

**EFFECTIVE DATE**

This resolution shall take effect immediately upon passage.

- A-16 Education Data Services, Inc. – BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator, approve Educational Data Services, Inc., as a New Jersey Cooperative Bidding Program, ID # 26EDCPS for our School supplies. The licensing and maintenance fee for the 2019-2020 school year, at an estimated cost of \$9,940.00.
- A-17 Educational Data Services, Inc. – BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator, approve Educational Data Services, Inc., as a New Jersey Cooperative Bidding Program, ID # 26EDCPS for our school skilled trade services. The licensing and maintenance for the 2019-2020 school year, at an estimated cost of \$2,050.00.
- A-18 Approval of Flexible Spending Account - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve Horizon Blue Cross Blue Shield of New Jersey as the third party administrator of the district Flexible Spending Account (FSA) as required by Chapter 78 Health Benefit Reform with an employee maximum annual contribution amount of \$1,500.00 and a dependent maximum annual contribution amount of \$2,500.00.
- A-19 Approval of Flexible Spending Account Corporate Resolution - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator hereby resolve that the form of Cafeteria Plan including a Premium Expense Account, effective September 1, 2012, is hereby approved and adopted for the 2019-2020 school year and that the proper officers of the Corporation are hereby

authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Be it further resolved, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

And be it further resolved, that the proper officers of the Corporation shall act as soon as possible to notify the employees of the Corporation of the adoption of the Cafeteria Plan by providing a copy of the summary description of the Plan in the form of the Summary Plan Description, which form is hereby approved.

- A-20 Appointment of Health Insurance Agent of Record - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator appoint Brown and Brown Benefit Advisors of Lambertville, NJ, Health Insurance Agent of Record for the 2019-2020 school year.
- A-21 Appointment of Insurance Agent of Record – BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator appoint the School Alliance Insurance Fund (SAIF) of West Windsor NJ, Insurance Agent of Record for the 2019-2020 school year.
- A-22 Appointment of Worker’s Compensation Insurance Agent of Record – BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator appoint the New Jersey School Insurance Group (NJSIG) of Cherry Hill, NJ, Worker’s Compensation Insurance Agent of Record for the 2019-2020 school year.
- A-23 Approval of Professional Accounting and Auditing Services - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve Nisivoccia, LLP to provide professional accounting and auditing services for the 2019-2020 school year including the completion of the 2018-2019 CAFR at an estimated cost of \$31,500 and approve the contract, as attached by reference. (ATTACHMENTS)
- A-24 Appointment of Board Attorney - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator appoint Comegno Law Group, P.C. as General and Special Education Counsel for the 2019-2020 school year at an estimated cost of \$85,000.00 and approve the Agreement for Legal Services, as attached by reference. (ATTACHMENTS)
- A-25 Appointment of Board Attorney - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator appoint Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC. as Labor and Construction Counsel for the 2019-2020 school year at an estimated cost of \$23,000.00 and approve the Agreement for Legal Services, as attached by reference. (ATTACHMENTS)

- A-26 Approval of School Physician Services Contract(s) - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator, approve physician services for the 2019-2020 school year with Skylands Orthopedics at an estimated cost of \$12,000.00 and with Plaza Family Care an estimated cost of \$6,480.00 and approve the contracts, as attached by reference. (ATTACHMENTS)
- A-27 Approval to Extend Contract with Xtel Communications - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve a contract with Xtel Communications for 1 year to provide voice services for the 2019-2020 school year at an estimated cost of \$16,886.40, as attached by reference. (ATTACHMENTS)
- A-28 Approval of Student Information System Renewal – BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator approve the Realtime Information Technology to provide SIS, Special Ed, 504, I&RS, Food Services and Notification/Alert and Action Scanning for the 2019-2020 school year for the estimated cost of \$38,804.50.
- A-29 Authorization to Establish Petty Cash Funds - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator authorize individuals to be designated to disburse petty cash funds for the 2019-2020 school year, as attached by reference. (ATTACHMENTS)
- A-30 Approval of Annual Integrated Pest Management Plan - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator, approve the annual Integrated Pest Management (IPM) Plans for all buildings for the 2019-2020 school year, pursuant to the New Jersey School Integrated Pest Management Act.
- A-31 Approval of Annual Indoor Air Quality Plans - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator, approve the annual Indoor Air Quality Plans for all buildings for the 2019-2020 school year, pursuant to the New Jersey Indoor Air Quality Act.
- A-32 Approval of Travel Authorization Resolution 2019-2020- BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator hereby resolve,

WHEREAS, the Hackettstown Board of Education recognizes school staff and Board members will incur travel expenses related to and within the scope of their current responsibilities and for travel that promotes the delivery of instruction or furthers the efficient operation of the school district; and

WHEREAS, N.J.S.A. 18A:11-12 et seq. requires Board members to receive prior approval of these expenses by a majority of the full voting membership of the Board and staff members to receive prior approval of these expenses by the Superintendent of Schools and a majority of the full voting membership of the Board; and

WHEREAS, a Board of Education may establish, for regular district business travel only as described in NJOMB Circular Letter 06-14, including amendments or revisions thereto, a threshold amount below which Board approval is not required; and

WHEREAS, the Board of Education establishes, for regular district business travel only, an annual school year threshold of \$1,500.00 per employee as described in N.J.A.C. 6A:23A-7.3B and where prior Board approval shall not be required unless this annual threshold is exceeded in a given school year (July 1 through June 30); and

WHEREAS, the Board of Education finds that a mileage reimbursement rate equal to that of the NJOMB mileage reimbursement rate is a reasonable rate; and

THEREFORE BE IT RESOLVED the Board of Education approves the amounts set forth for regular district business travel and statutorily authorizes travel expenditures, provided that such expenditures are within the annual maximum travel expenditure amount.

**A-33 Approve Maximum Travel Allowance for 2019-2020**

WHEREAS, Pursuant to N.J.S.A. 18A:11-12, in each pre-budget year, the Hackettstown Board of Education is required to establish a maximum travel expenditure amount for the budget year which may not be exceeded; and

WHEREAS, The Board of Education has determined that the maximum travel expenditure amount includes all travel that is supported by State, local and federal funds; now therefore be it;

RESOLVED, That the Hackettstown Board of Education hereby establishes the maximum travel expenditure amount for the 2019-2020 school year as \$30,000 from State and local funds (Fund 10).

**A-34 Designation of Official Newspapers - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve the *Gazette* as the official weekly newspaper, and the *Express-Times* as the official daily newspaper for the 2019-2020 school year.

**A-35 Approval of Sending/Receiving Tuition Contracts - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve tuition contracts to receive students for the 2019-2020 school year with the Great Meadows Regional School District and the Allamuchy Twp. School District, as attached by reference.  
**(ATTACHMENT)**

**A-36 Approval of (ROD) Grant Consultant - BE IT RESOLVED:** that the Board of Education, upon recommendation of the School Business Administrator, approve an agreement with Summit Management Solutions, LLC for consultant work on ROD grant projects at a rate of \$75 per hour for the 2019-2020 school year.



- A-37 Approval of 403(b) and 457(b) Plan Service Providers - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve the 403(b) plan and 457 (b) plan authorized service providers for the 2019-2020 school year, as attached. (ATTACHMENTS)
- A-38 Approval of 2019-2020 Building Use Fees - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator, approve the 2019-2020 school year building use fees, as attached. (ATTACHMENTS)
- A-39 Approval of 2019-2020 Athletic Camp Building Use Fees - BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator, approve the 2019-2020 school year camp building use fees as follow:
- |   |                  |
|---|------------------|
| Full Day Camp (5 hours or more)               | \$100.00 per day |
| ½ Day Camp (3 hours or more up until 5 hours) | \$ 75.00 per day |
| Less than 3 hours of Camp                     | \$ 50.00 per day |
- A-40 Adopt NJSIAA Membership Resolution - BE IT RESOLVED:** that the Board of Education, adopt the following resolution that the Board of Education of School District No 1870 County of Warren State of New Jersey, as provided for in Chapter 172 Laws 1979 (N.J.S.A. 18A:11-3, et seq.) herewith enrolls Hackettstown High School as a member of New Jersey State Interscholastic Athletic Association to participate in the approved interschool athletic program sponsored by the NJSIAA for the 2019-2020 school year at an estimated cost of \$2,150.
- A-41 Approval of Dual Use of Educational Space – BE IT RESOLVED:** that the Board of Education, upon recommendation by the School Business Administrator, approve an application to the Warren County Department of Education for dual use of educational space at Hatchery Hill and Willow Grove schools for the 2019-2020 school year.
- A-42 Approval of Virtual High School (VHS) Contract -- BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve a contract for participation in The Virtual High School (VHS) program including delivery of online professional development courses and VHS courses at Hackettstown High School for the 2019-2020 school year, at an estimated annual cost of \$15,000.00 for 100 seats (split 50/50) for the fall and spring semester, as attached by reference. (ATTACHMENT)
- A-43 Approval of IDEA Grant Amendment -- BE IT RESOLVED:** that the Board of Education, upon the recommendation of the School Business Administrator approve an amendment to FY19 IDEA – Preschool portion grant reallocation as follows:
- 100-100 – Support Services – Salaries - \$11,692



HACKETTSTOWN BOARD OF EDUCATION - SIGNATURES ON CHECKS/ACCOUNTS  
2019-2020

General Account Checks:

President or Vice President and  
Board Secretary and  
Superintendent of Schools  
with three signatures required.

Flexible Spending Account:

Board Secretary with one signature  
required

Payroll Account Checks:

President or Vice President or  
Board Secretary with one signature required.

Payroll Agency Account:

Board Secretary with one signature required.

SUI Trust Account:

President or Vice President or  
Board Secretary; with one signature required.

Cafeteria Account:

President or Vice President or  
Board Secretary and Superintendent of Schools  
with two signatures required.

Student Activity Account

Individual Building Principal,  
Vice Principal (or Authorized  
Personnel), Superintendent,  
and Board Secretary; with two signatures required.

Scholarship Account

President or Board Secretary with one signature required

HACKETTSTOWN BOARD OF EDUCATION  
DEPOSITORIES OF FUNDS  
2019-2020

Signature Public Funding  
First Hope Bank  
TD Bank  
Bank of America

**HACKETISTOWN BOARD OF EDUCATION**

Tax Requisition Schedule

2019-2020 School Year

	<b>General Fund</b>	<b>Debt Service</b>	<b>Total</b>
2019 July 1	\$ 1,468,082	\$ 306,393	\$ 1,774,475
August 1	\$ 1,468,082		\$ 1,468,082
September 1	\$ 1,468,082		\$ 1,468,082
October 1	\$ 1,468,082		\$ 1,468,082
November 1	\$ 1,468,082		\$ 1,468,082
December 1	\$ 1,468,082		\$ 1,468,082
2020 January 1	\$ 1,468,082	\$ 8,649	\$ 1,476,731
February 1	\$ 1,468,082		\$ 1,468,082
March 1	\$ 1,468,082		\$ 1,468,082
April 1	\$ 1,468,082		\$ 1,468,082
May 1	\$ 1,468,082		\$ 1,468,082
June 1	\$ 1,468,079		\$ 1,468,079
<b>TOTAL LEVY</b>	<b>\$ 17,616,981</b>	<b>\$ 315,042</b>	<b>\$ 17,932,023</b>

**HACKETTSTOWN BOARD OF EDUCATION**  
**2018-2019 School Year**  
**Acceptance of Gifts**

---

Katie Erickson

HS Art Department

100 picture frame matboards



Mount Arlington Corporate Center  
200 Valley Road, Suite 300  
Mt. Arlington, NJ 07856  
973-328-1825 | 973-328-0507 Fax  
Lawrence Business Center  
11 Lawrence Road  
Newton, NJ 07860  
973-383-6699 | 973-383-6555 Fax

April 10, 2019

The Honorable President and Members of the  
Hackettstown Board of Education  
315 Washington Street  
Hackettstown, NJ 07840

We are pleased to confirm our understanding of the services we are to provide the Hackettstown Board of Education for the fiscal year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the Hackettstown School District's (the "District's") basic financial statements as of and for the fiscal year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. GASB#68/75 Required Supplementary Information Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Schedule of expenditures of federal and state awards.
2. Supplementary combining and individual fund financial statements, and supplementary schedules, not included as RSI.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

1. Introductory Section
2. Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective may also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey's OMB 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance and New Jersey's OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJOMB 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; audit requirements as prescribed by the Office of School Finance, Department of Education, State of New Jersey, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and NJOMB 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Board of Education. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material

noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and NJOMB 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and NJOMB 15-08.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJOMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* and the *State Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJOMB 15-08.

### **Other Services**

We will also assist in preparing the financial statements, the required supplementary information, the supplementary information other than RSI including the schedules of expenditures of federal and state awards, and related notes of the District and as well as the other information schedules in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and NJOMB 15-08 based on information provided by you. Additionally, we will assist you in the preparation of a trial balance limited to formatting information into a working trial balance based on your management's chart of accounts. Finally, we will assist you with the adjustments to convert your budgetary basis records to the accrual basis of accounting and then to the district-wide basis with supporting schedules and calculations prepared by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, the required supplementary information, the supplementary information other than RSI including the schedules of expenditures of federal and state awards, and related notes of the District and as well as the other information schedules in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and NJOMB 15-08 based on information provided by you as well as assisting you in the preparation of a trial balance limited to formatting information into a working trial balance based on your management's chart of accounts and with the adjustments to convert your budgetary basis records to the accrual basis of accounting and then to the district-wide basis with supporting schedules and calculations prepared by you, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.



### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal and state awards, and for all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and NJOMB 15-08, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2019.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJOMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal

and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and NJOMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and NJOMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information prepared by us to ensure that the presentation of the supplementary information is in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the

adequacy and results of those services; and accept responsibility for them. We understand that you have designated the Business Administrator, Gail Woicekowski, to be responsible and accountable for overseeing our services.

**Engagement Administration, Fees, and Other**

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We are not financial advisors under the SEC's definition related to debt issuances and we will not be performing those services.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings, if applicable. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of reports are to be made available for public inspection

The audit documentation for this engagement is the property of Nisivoccia LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nisivoccia LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit

finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our reports no later than December 5, 2019. Heidi Wohlleb is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fees for these services including out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) will be \$30,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Nisivoccia LLP will not act as dissemination agent for the Hackettstown Board of Education in connection with the Hackettstown Board of Education's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the Hackettstown Board of Education's audited financial statements to the Hackettstown Board of Education or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of certain operating data, customarily consisting of the financial information, readily available in the financial statements of the District, contained in Appendix A to an Official Statement, and distribution of that data to the Hackettstown Board of Education or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Hackettstown Board of Education, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Nisivoccia LLP shall not have any responsibility nor liability for the failure of the Hackettstown Board of Education, or its designated dissemination agent, to comply with the Hackettstown Board of Education's secondary market disclosure undertakings.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website and on the **Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port**, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **MSRB Municipal Advisor Rule:**

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Nisivoccia LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and

absent the available exception to the rule discussed below, Nisivoccia LLP cannot provide the Hackettstown Board of Education with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Hackettstown Board of Education may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Hackettstown Board of Education and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Hackettstown Board of Education needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Hackettstown Board of Education's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. Obtain a written representation from the Hackettstown Board of Education that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Hackettstown Board of Education may be a declaration posted on the Hackettstown Board of Education's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;
2. Provide written disclosure to the Hackettstown Board of Education and its independent registered municipal advisor that, by obtaining such representation from the Hackettstown Board of Education, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
3. Provide the written disclosure described above at a time and in a manner reasonably designed to allow the Hackettstown Board of Education to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Hackettstown Board of Education has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Hackettstown Board of Education has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report was previously sent to you.

We appreciate the opportunity to be of service to the Hackettstown Board of Education and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

The Honorable President and Members of the  
Hackettstown Board of Education  
Page 10  
April 10, 2019

Very truly yours,

A handwritten signature in black ink that reads "Nisivoccia LLP". The letters are cursive and somewhat stylized, with the "h" and "p" at the end being particularly prominent.

NISIVOCCIA LLP

RESPONSE:

This letter correctly sets forth the understanding of the Hackettstown Board of Education.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**AGREEMENT FOR LEGAL SERVICES  
GENERAL COUNSEL AND SPECIAL EDUCATION COUNSEL**

This AGREEMENT between the **HACKETTSTOWN BOARD OF EDUCATION** (hereinafter “Board”) and the law firm of **COMEGNO LAW GROUP, P.C.**, (hereinafter “CLG”) contains the following mutually acceptable terms in consideration for the benefits derived therefrom:

**1. PARTIES AND PURPOSE**

CLG is a law firm comprised of duly licensed attorneys and appropriate support personnel necessary to provide legal services in the State of New Jersey. The Board is a duly elected political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools in order to provide a quality education to those students domiciled within the geographic area of its district. By this Agreement, CLG, by and/or under the supervision of Mark G. Toscano, Esquire, agrees to provide legal services to the Board as General Counsel and Special Education Counsel.

CLG shall provide legal services as customarily provided by school board general counsel, including, but not limited to, providing advice to the Board and its administration concerning education issues, preparing written legal opinions, initiating or defending lawsuits as necessary, attending meetings of the Board, its committees and staff, or meetings with other parties as may from time to time arise, and such other legal services as are commonly accepted and necessary. Any and all legal services provided by CLG as general counsel shall be known to or approved by the Board of Education or its senior administration. The above cited services are by way of example and not by way of limitation.

CLG shall provide legal services as customarily provided by school board special education counsel, including, but not limited to, providing advice to the Board and its

administration concerning special education issues, preparing written legal opinions, initiating or defending lawsuits as necessary.

Any and all legal services provided by CLG as General Counsel and Special Education Counsel shall be known to or approved by the Board of Education or its senior administration. The above cited services are by way of example and not by way of limitation.

**2. DURATION**

This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2020. Either Party may elect to terminate this Agreement at any time upon providing at least thirty (30) days advanced written notice to the other Party of the intention to so terminate.

**3. LEGAL FEES**

A flat fee of \$850.00 per Board Meeting will be charged under this Agreement. This flat fee will include all time pertaining to the preparation, attendance and post-meeting follow-up for meetings of the Board. In consideration of additional legal services rendered, and unless otherwise agreed between the parties, CLG shall be compensated on an hourly basis at an hourly rate of \$175.00 per hour for performing legal services for, or on behalf of, the Board. CLG shall also be compensated for reasonable and necessary disbursements including, but not limited to, mileage, postage, and photocopying associate with legal services billed at an hourly rate.

**4. BILLING PROCEDURES**

CLG shall provide a monthly statement for services rendered and disbursements which shall include an itemized schedule of services based on the rates referred to above. CLG shall provide such statement to the Board within thirty (30) days of the conclusion of the prior month when the services were actually performed.



All statements shall be supplemented by the Board's voucher and/or purchase order. Payment by the Board shall be made in accordance with the Board's procedures. In the event CLG is required to collect any outstanding fees and costs, it may also recover attorney's fees and costs in such action.

## **5. DOCUMENT RETENTION/DESTRUCTION**

It is normal CLG policy to maintain the Board's files for a minimum of seven years after the legal relationship concludes.

It is CLG policy to maintain all documents in either hardcopy and/or electronic form – primarily PDF files. By signing this agreement, the Board consents to the secure destruction of the paper file, except for documents which are required to be maintained in original form, at the expiration of the seventh-year unless the Board notifies CLG in writing that CLIENT wishes to take possession of them. The Board may request a copy of the Board file(s) at any time during, upon conclusion of, or after conclusion of your matter, which will be delivered to the Board in the appropriate format. CLG reserves the right to charge administrative fees and costs associating with researching, retrieving, copying, and delivering such files.

Though the Board's hardcopy and/or electronically-maintained files may be destroyed seven years after your matter concludes without further notice, it is CLG policy to keep your file in hardcopy and/or electronic form for as long as practicable. However, CLG is not obligated to protect the Board's hardcopy and/or electronic file from destruction, or guarantee its readability, after seven years.

**WAIVER AND CONSENT TO USE ALTERNATIVE DISPUTE  
RESOLUTION/ARBITRATION OF DISAGREEMENTS  
BETWEEN THE CLIENT AND THE LAW FIRM**

Should any differences, disagreement, or dispute between you and the Law Firm arise as to its representation of you, or on account of any other matter, you agree to submit such disagreements/disputes to binding arbitration, including, but not limited to, the following:

(A) Fee Dispute. Should an issue arise relative to fees and costs that cannot be resolved between you and the Law Firm, you agree to file the applicable papers with the appropriate Fee Arbitration Committee established by the New Jersey Rules of Court within 10 days of the Law Firm's request that you do so in order to have such issue resolved in that forum. Should the Fee Arbitration Committee refuse to accept jurisdiction, or such difference involved a matter other than fees and costs, you or the Law Firm may submit the dispute to binding arbitration governed by the *New Jersey Uniform Arbitration Act, N.J.S.A. 2A:24-1 et seq.* An arbitrator shall be chosen by consent of the parties or in accordance with *N.J.S.A. 2A:24-5*, the fees for which shall be an issue to be determined by the arbitrator. Any arbitration award shall be confirmed by the Superior Court of New Jersey in accordance with *N.J.S.A. 2A:24-7* and a judgment entered in accordance with *N.J.S.A. 2A:24-2* and *N.J.S.A. 2A:24-10*.

(B) Any Other Disagreements/Disputes. Should an issue arise between you and the Law Firm as to any matter, other than a fee dispute, you agree to submit such disagreements/disputes to binding arbitration in accordance with the laws and procedures set forth in the immediately preceding paragraph.

**SIGNING OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACKNOWLEDGEMENT THAT YOU HAVE AN ABSOLUTE RIGHT IN THE FIRST INSTANCE (AND OBLIGATION UNDER THIS AGREEMENT) TO SUBMIT ANY FEE DISPUTES BETWEEN YOU AND THE LAW FIRM TO THE APPROPRIATE FEE ARBITRATION COMMITTEE FOR RESOLUTION, AND SHOULD THAT METHOD NOT BE AVAILABLE, YOU AND THE LAW FIRM HAVE THE OBLIGATION TO SUBMIT ANY FEE OR OTHER DISPUTE TO BINDING ARBITRATION AS SET FORTH ABOVE INSTEAD OF, AND IN PLACE OF, SUBMITTING SUCH ISSUES FOR RESOLUTION TO A COURT.**

**SIGNING THIS AGREEMENT SHALL BE DEEMED YOUR CONSENT TO THE METHODS OF ALTERNATIVE DISPUTE RESOLUTION SET FORTH ABOVE, AND CONSTITUTE A WAIVER ON YOUR PART AND ON THE PART OF THE LAW FIRM TO HAVE SUCH DISPUTES/DISAGREEMENTS RESOLVED BY A COURT WHICH MIGHT INCLUDE HAVING SUCH DISPUTES/DISAGREEMENTS DETERMINED BY A JURY.**

The above provisions represent the complete and full understanding of the parties. Should any provision of this Agreement be contrary to law, it shall be severed from the remainder, which shall continue in full force and effect. This Agreement is made pursuant to New Jersey law and specifically the requirements of N.J.S.A. 18A:18A-1, *et seq.*

The above provisions are fully understood and accepted by the Board and CLG. The following individuals are authorized to execute this Agreement on behalf of their respective parties.

Dated: **HACKETTSTOWN BOARD OF EDUCATION**

Attest: \_\_\_\_\_  
Michael Herbst  
Board President

Dated: **COMEGNO LAW GROUP, P.C.**

Attest: \_\_\_\_\_  
Mark G. Toscano, Esquire  
Shareholder

[Seal]

**COMEGNO LAW GROUP, P.C.  
PRIVACY POLICY NOTICE**

Lawyers, as providers of certain personal services, are now required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information.

Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act.

The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

**NONPUBLIC PERSONAL INFORMATION WE COLLECT**

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS REQUIRED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.**

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as authorized by those clients to enable us to effectuate the purpose of our representation or as required by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

**CONFIDENTIALITY AND SECURITY**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

## FEE SCHEDULE FOR LEGAL SERVICES

<u>Services</u>	<u>Rate</u>	
All Services, i.e., Special Counsel, Labor and Personnel, Litigation, Court Time, etc.	<i>Attorneys</i> (Partners & Associates)	\$175.00 per hr
	<i>Paralegals</i>	\$85.00 per hr
Board Meetings	\$850.00	

Other Costs/Expenses, include, but are not limited to the following:

Photocopying:	.20 per page
Scanning:	.10 per page
Telecopying:	.95 per page
Travel expenses: round trip (RT) mileage calculated from Firm office to destination; applicable tolls	.58 per mile (or equivalent IRS Approved Mileage Rate)
Courier and other delivery expenses (including Federal Express, special postage, etc...)	Actual Cost
On line legal research	Actual Cost
Litigation expenses (including court costs, expert fees, subpoena fees, court reporter service, court reporting fees, etc...)	Actual Cost



Email: [edlawgroup@sciarrillolaw.com](mailto:edlawgroup@sciarrillolaw.com)

Direct Fax: (908) 264-2045

March 28, 2019

### LEGAL SERVICES AGREEMENT

BETWEEN: HACKETTSTOWN BOARD OF EDUCATION

315 Washington Street  
P.O. Box 465  
Hackettstown, New Jersey 07840

AND: Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC

238 St. Paul Street  
Westfield, New Jersey 07090

1. It is hereby agreed that the Hackettstown Board of Education (hereinafter referred to as the Board) does employ Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC as Labor Counsel and Construction Counsel (hereinafter referred to as the Attorney) for the period July 1, 2019 through June 30, 2020.
2. The Attorney shall perform the duties of Labor Counsel and Construction Counsel in accordance with the Laws of the State of New Jersey and the policies, practices, rules, and regulations and directives established by the Board.
3. The Attorney shall be paid at the rate of \$165.00 per hour for all administrative hearings, court proceedings, litigation and negotiations; all research, preparation and consultation with Board representatives; interviewing witnesses; legal opinions; and other miscellaneous services.

Hackettstown Board of Education  
March 28, 2019

4. The Board shall pay reasonable expenses in connection with Board related matters. Examples of such expenses include, but are not limited to, experts' fees, filing fees, certified mailings, etc. The Board is not responsible for the Attorney's travel expenses.
  
5. The Law Firm is registered with the Affirmative Action Office, Department of Treasury, Trenton, New Jersey. Attached is a copy of the Certificate of Employee Information Report, Certification No. 54249.

SCIARRILLO, CORNELL, MERLINO,  
MCKEEVER & OSBORNE, LLC

HACKETTSTOWN  
BOARD OF EDUCATION

By   
JEFFREY R. MERLINO, ESQ.

By \_\_\_\_\_  
PRESIDENT

Date: 3/28/19

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

## CONTRACT FOR SCHOOL PHYSICIAN SERVICES

This agreement, made and entered into on this 1st day of May, 2019, is between the **Hackettstown Board of Education**, hereinafter referred to as the “Board”, and **Plaza Family Care**, 657 Willow Grove Street, Suite 401, Hackettstown, NJ 07840, hereinafter referred to as the “Physician”, for the purpose of providing school physician services to the Hackettstown Middle School, Hatchery Hill Elementary School and Willow Grove Elementary School.

### A. Services to be Provided

1. Conduct physical examinations for Grade K and all transfer students with no medical home or insurance who have not had an examination within 364 days of enrollment.
2. Supervise Mantoux tests for school staff
3. Supervise inoculations (Hepatitis B) to school employees
4. Provide professional guidance in the formation of health policies
5. Sign permission slips for administration of medication by nurses in the school
6. Any other medical service required under NJSA 18A:40-3 et seq. or NJAC 6:29-3.1

### B. Term of Agreement

This contract shall provide for school physician services as noted above for the 2019-2020 school year, commencing on September 1, 2019 and ending on June 30, 2020.

### C. Performance Standards

The Physician shall provide the services as noted above in conformance with the standards of his profession and in accordance with state law. It is understood that the Physician shall be a member of Plaza Family Care. It is understood and agreeable that since this association will result in any partner of Plaza Family Care rotating through the office of the Physician, any partner of Plaza Family Care shall be permitted to perform services as outlined in this agreement.

### D. Compensation

The Physician shall be paid an annual sum of \$6,480.00 (six thousand four hundred eighty dollars) for the services as noted above, payable in monthly installments of \$648.00 beginning September 1, 2019.



E. Insurance

The Physician shall provide the Board with written evidence of professional liability insurance coverage and shall, at all times, keep in full force and effect said insurance in the minimum limits of liability coverage of one million dollars (\$1,000,000.00). This insurance coverage shall be provided by/for the Physician as well as Plaza Family Care.

F. Termination

This agreement may be terminated upon the mutual consent of both parties, or after forty-five (45) days written notice by either party.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Hackettstown Board of Education

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Plaza Family Care  
Adam Dick, M.D.

## CONTRACT FOR SCHOOL PHYSICIAN SERVICES

This agreement, made and entered into on this 1st day of May 2019, is between the **Hackettstown Board of Education**, hereinafter referred to as the "Board", and Skylands Orthopaedics, PC, 57 Route 46E, Hackettstown, NJ 07840, hereinafter referred to as the "Physicians", for the purpose of providing school physician services to Hackettstown High School.

### A. Services to be Provided

1. Conduct physical examinations for Grade 10
2. Conduct physical examinations for all interscholastic sports
3. Conduct physical examinations for middle school activities as needed
4. Supervise Mantoux tests for school staff
5. Supervise inoculations (Hepatitis B) to school employees
6. Attend all home football games
7. Provide professional guidance in the formation of health policies
8. Sign permission slips for administration of medication by nurses in the school
9. Any other medical service required under NJSA 18A:40-3 et seq. or NJAC 6:29-3.1

### B. Term of Agreement

This contract shall provide for school physician services as noted above for the 2019-2020 school year, commencing on July 1, 2019 and ending on June 30, 2020.

### C. Performance Standards

The Physicians shall provide the services as noted above in conformance with the standards of his profession and in accordance with state law. It is understood that the Physicians shall be members of Skylands Orthopaedics. It is understood and agreeable that since this association will result in any partner of Skylands Orthopaedics rotating through the office of the Physician, any partner of Skylands Orthopaedics shall be permitted to perform services as outlined in this agreement.

### D. Compensation

1. The Physicians shall be paid an annual sum of \$12,000.00 (twelve thousand dollars) for the services as noted above, payable in monthly installments of \$1,000.00 beginning July 1, 2019.

2. The Physicians shall be paid an amount of \$100.00 (one hundred dollars) to provide evaluations of students having issues of substance use. The drug testing will be provided at the school and that data will be provided to the physician at the time of the evaluation.

E. Insurance

The Physicians shall provide the Board with written evidence of professional liability insurance coverage and shall, at all times, keep in full force and effect said insurance in the minimum limits of liability coverage of one million dollars (\$1,000,000.00).

F. Termination

This agreement may be terminated upon the mutual consent of both parties, or after forty-five (45) days written notice by either party.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Hackettstown Board of Education

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
\_\_\_\_\_

Skylands Orthopaedics, PC  
Michael Deehan, M.D  
John Murphy, M.D.



*Voice*



*Internet*



*Networks*



*Cloud*

800.GET.XTEL

| [www.xtel.net](http://www.xtel.net)



*Communications to the power of X*

Hackettstown Public Schools-BOE



*Communications to the power of X*

## Executive Summary

Customer Name: Hackettstown Public Schools-BOE Date: February 19, 2019

**Project Scope** – Brief description about the goal of the project:

The services listed on this proposal are currently in place. This is a resign of those services.

### **Requested Completion Date:**

Please note the date listed above is not guaranteed and will be contingent upon several factors including circuit delivery dates, customer provided information and scheduling availability.

### **Responsibilities:**

**Customer** - All assumptions MUST be correct to validate this Executive Summary. If anything listed below is inaccurate, contact Xtel Communications immediately.

- All CPE must be placed within 4 feet of a 110 volt grounded outlet.
- All CPE must be placed within 20 feet, and in the same room, as the demarcation point or additional costs to extend the circuit may be incurred.
- All CPE must be placed in a secure, ventilated, temperature controlled areas suitable for electronics deployment.
- Customer must provide access for technician to building demarcation point as well as extended demarcation point if applicable.



<b>Quote Expiration</b>	3/20/2019 12:00:00 AM
<b>Quote Term</b>	12
<b>Sales Rep</b>	Bill Cohen
<b>Prepared For:</b>	John Morsillo
<b>Shipping Address</b>	315 Washington Street
<b>Shipping City, State Zip</b>	Hackettstown, NJ 07840-2235
<b>Billing Address</b>	315 Washington St PO Box 465
<b>Billing City, State Zip</b>	Hackettstown, NJ 07840-0465
<b>470 Number</b>	

Hackettstown Public Schools-BOE				
Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
Voice Line	7	\$8.00	\$56.00	\$0.00
e911 License	1	\$3.00	\$3.00	\$0.00
DID #	7	\$0.20	\$1.40	\$0.00
POTS Local Line - NJ	2	\$37.00	\$74.00	\$0.00
		<b>Totals:</b>	\$134.40	\$0.00

Hackettstown Public School-Hatchery Hill Elementary				
Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
Voice Line	7	\$8.00	\$56.00	\$0.00
e911 License	1	\$3.00	\$3.00	\$0.00
DID #	7	\$0.20	\$1.40	\$0.00
POTS Local Line - NJ	5	\$37.00	\$185.00	\$0.00
		<b>Totals:</b>	\$245.40	\$0.00

Hackettstown Public Schools-Middle School				
Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
Voice Line	13	\$8.00	\$104.00	\$0.00
e911 License	1	\$3.00	\$3.00	\$0.00
DID #	13	\$0.20	\$2.60	\$0.00
POTS Local Line - NJ	6	\$37.00	\$222.00	\$0.00
		<b>Totals:</b>	\$331.60	\$0.00

Hackettstown Public Schools - Hackettstown High School				
Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges



Voice Line	32	\$8.00	\$256.00	\$0.00
e911 License	1	\$3.00	\$3.00	\$0.00
DID #	32	\$0.20	\$6.40	\$0.00
POTS Local Line - NJ	7	\$37.00	\$259.00	\$0.00
		<b>Totals:</b>	\$524.40	\$0.00

Hackettstown Public Schools-Willow Grove Elementary				
Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
Voice Line	7	\$8.00	\$56.00	\$0.00
e911 License	1	\$3.00	\$3.00	\$0.00
DID #	7	\$0.20	\$1.40	\$0.00
POTS Local Line - NJ	3	\$37.00	\$111.00	\$0.00
		<b>Totals:</b>	\$171.40	\$0.00

Quote Totals	
Monthly Recurring Totals	\$1,407.20
One Time Charge Totals	\$0.00

Quote Notes:

# x<sup>tel</sup> CUSTOMER LIFE CYCLE

The following diagrams depict the flow and approximate timelines of the Xtel Process.

**Sales Process:** Discovery Process - Information collection, expectation setting, requirement definition

**Documentation:** Site survey, solution design, service record/billing acquisition, IP Address Justification Form, Current Technologies Questionnaire, Statement of Work (SOW), Master Services Agreement (MSA)

**Sales Process:** 0-60 days depending on size, scope, and complexity



**Delivery Process:** Final data collection and validation, establish timelines, configuration and initialization, change order process, administrator and end user training preparation, communication/update procedure

**Documentation Examples:** Introductory letter, project phase communications, service activation notification

**Service Delivery Cycle:** 30-90 days depending on size, scope, and complexity of the opportunity. Large programs or uniquely complex projects may extend beyond 90 days



DS1 Data Only	DS1 Voice Dynamic CAS PRI	SD-WAN or EDIA	Xtel Cleanpipe Bandwidth + DDoS detection and mitigation	SD-WAN with UTM and NGFW
SIP BYOB		SIP Xtel as ISP		
Hosted Fax		Hosted Contact Center Up to 25 Agents	Hosted Contact Center 26 to 50 Agents	
HPBX BYOB 5 to 25 phones	HPBX BYOB 26 to 50 phones	HPBX Xtel as ISP 5 to 75 phones	HPBX Xtel as ISP 76 to 100 phones	HPBX Xtel as ISP 101 to 200 phones

**Post Implementation Transition to Support and Billing Processes:** Post implementation follow up and validation, change orders, MACDs, training, formal hand off to Xtel Support, first bill/billing explanation

**Documentation/Process:** Onsite training, phone support, customer satisfaction survey

\* Timeline applies to buildings already connected to fiber/ethernet. Ethernet on-site build requirements may increase timeline

# Disclaimer

Standard Rates of \$.029/minute for Interstate and Intrastate Long Distance calls, and \$.015/minute for Local calls, will apply for all call traffic not included within a call package. This includes any call overage for proposed minute plans. The standard rate for all Toll Free calls will be \$.039/minute for Interstate and \$.045/minute for Intrastate, unless otherwise noted within the Additional Details section of this agreement. For IP Voice services, there is a minimum of one e911 account per location billed at \$3 per account. There is a minimum of one DID number per location, or one DID per PRI and IP Voice circuit, whichever is greater, billed at \$1 per DID number, unless otherwise noted in this document. This agreement assumes that your network can adequately accommodate the proposed services. If it cannot, additional charges may apply. This includes any necessary Ethernet Runs, Switches, or VLAN configurations not accounted for in the order form. For all fiber installations, such as for Ethernet services, special construction costs may apply. Ethernet Internet service is provided through a single copper handoff via one Ethernet port on Xtel managed equipment. Alternate handoff types are available but additional charges may apply. By signing this agreement, I acknowledge that I am authorized to execute this contract and agency on behalf of Customer to authorize Xtel Communications Inc. to provide telecommunications services as listed above and to act as agent in all matters related to this service. Xtel's Terms and Conditions are found at [www.Xtel.net](http://www.Xtel.net), and are set forth in the company's General Terms and Conditions, which together with this Service Activation Form constitute the Agreement. I certify that I have read, understand and accept these terms and conditions, both expressed and implied, without exception, The rates disclosed herein do not include federally - or state - regulated surcharges and fees (which include but are not limited to USF, TRS, E911, PICC, and payphone surcharge). If inside wiring or demarc extension is required, charges will apply. Xtel managed equipment supplied to Customer for service will remain the possession of Xtel throughout contract term and after contract term lapses. Any equipment sold by Xtel to the Customer will be billed immediately upon delivery to the Customer site. Customer is responsible for any shipping and storage charges for the equipment. If Customer should breach contract or cancel services, Xtel will physically take possession of the equipment or Customer will reimburse Xtel for the full replacement cost. If purchasing services through the E-Rate program, please reference SPIN # 143010147. Automatic contract renewals and evergreen contract extensions do not apply to services covered by the E-Rate program.

Hackettstown Public Schools-BOE	Xtel Communications
Authorized Name	Authorized Name
Title	Title
Signature	Signature
Date	Date

HACKETTSTOWN BOARD OF EDUCATION  
PETTY CASH FUNDS  
2019-2020

Person	Department	Fund
Pamela Willson	Guidance	\$ 100.00
Deborah Dibernard	High School	\$ 100.00
Vicki Klaver	Middle School	\$ 100.00
Renee Caruso	Hatchery Hill	\$ 100.00
Donna DiLillo	Willow Grove	\$ 100.00
Debbie Grant	Board Office	\$ 100.00
Lynn Castiglia	Special Services	\$ 100.00

TUITION CONTRACT AGREEMENT

AGREEMENT dated this 1st day of May, 2019, between the ALLAMUCHY Board of Education, in the County of WARREN and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the HACKETTSTOWN Board of Education, in the County of WARREN and the State of New Jersey (hereinafter referred to as the "RECEIVING DISTRICT").

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

- 1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
1a. The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for the resident pupils in grades 9 through 12 from the SENDING DISTRICT.

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE OR ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT.

COMPREHENSIVE HIGH SCHOOL, GRADES 9-12 LEVEL, PROGRAM

- 2. This AGREEMENT shall be in effect for the 2019-2020 school year. The educational services shall commence on September 1, 2019 and terminate on June 30, 2020.
3. Tuition charges, as 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.
4. The SENDING DISTRICT agrees to pay one-tenth of the tentative tuition charge of \$ 2,000,046\*\* each month commencing no later than September 15, 2019 and continuing through June 2020. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of \$ 13,750\* multiplied by an estimated average daily enrollment of 150 pupils. \* An amount not in excess of the amount shown on line 7 of the "Estimated Cost Pupil for Tuition Purposes" form.
4a. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the third school year following this contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT in accordance with the following payment schedule:
10% CREDIT OF TOTAL AMOUNT ON THEN CURRENT REGULAR MONTHLY TUITION BILLING
4b. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the Commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the third school year following the contract year the amount owed as follows:

CHECK ONE ONLY

[X] All of the amount owed. [ ] None of the amount owed. [ ] Part of the amount owed as indicated in this space.

The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule:

In 10 equal monthly installments along with then current monthly tuition billing

- 4c. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
6. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 1st day of May, 2019.

PRESIDENT ALLAMUCHY BOARD OF EDUCATION

SECRETARY ALLAMUCHY BOARD OF EDUCATION

PRESIDENT HACKETTSTOWN BOARD OF EDUCATION

SECRETARY HACKETTSTOWN BOARD OF EDUCATION

\*\*\*Tuition Adjustment schedule approved by the Department of Education.

SPECIAL EDUCATION TUITION CONTRACT AGREEMENT

AGREEMENT dated this 1st day of May, 2019, between the ALLAMUCHY Board of Education, in the County of WARREN and the State of New Jersey (hereinafter referred to as the "SENDING DISTRICT"), and the HACKETTSTOWN Board of Education, in the County of WARREN and the State of New Jersey (hereinafter referred to as the "RECEIVING DISTRICT").

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

- 1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
1.a The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for:

CHECK ONE ONLY

- [ ] an educationally handicapped resident pupil from the SENDING DISTRICT, OR
[X] Educationally handicapped resident pupils from the SENDING DISTRICT enrolled in the RECEIVING DISTRICT RESOURCE & IN CLASS SUPPORT SERVICES

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE: RESOURCE & IN CLASS SUPPORT SERVICES

- 2. This AGREEMENT shall be in effect for the 2019-2020 school year. The educational services shall commence on September 1, 2019 and terminate on June 30, 2020.
3. Tuition charges, as 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 EITHER 4a OR 4b, WHICHEVER IS APPLICABLE \*\* (60,000 + \$394)

- 4a. For educationally handicapped pupil(s) enrolled the first school day of September, the SENDING DISTRICT agrees to pay one tenth of the tentative tuition charge of \$ 60,394 \*\* each month plus/minus any prior year credits to the RECEIVING DISTRICT commencing no later than September 15, 2019 and continuing for the successive full months that the pupil(s) is (are) enrolled. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per hour of \$ 15.00 \* multiplied by an estimated average daily enrollment of 4,000 hours. In the event that the(se) pupil(s) is (are) enrolled for less than the entire school year the RECEIVING DISTRICT agrees to adjust the final monthly tuition bill for each pupil based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session. \* An amount not in excess of the amount shown on line 7 of the "Estimated Costs Per Pupil for Tuition Purposes" form.
4b. For educationally handicapped pupil(s) enrolled after the first school day in September, the SENDING DISTRICT agrees to pay a prorated tuition charge based upon the estimated cost per pupil of \$ N/A less any prior year credits to the RECEIVING DISTRICT. Payments shall be due as follows:
i. The first month's tuition charge will be determined using a per diem rate for the actual number of school days the pupil(s) is (are) enrolled if the pupil(s) is (are) enrolled for less than the entire month. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
ii. The tuition charge for each full month the pupil(s) is (are) enrolled shall be based upon one-tenth of the estimated cost per pupil. Such payments shall be due on the first of each month and continue for the successive full months the pupil(s) is (are) enrolled.
iii. The final monthly tuition bill shall be adjusted based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled for the school year. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
4c. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the third school year following this contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT in accordance with the following payment schedule:
4d. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the third school year following the contract year the amount owed as follows:

CHECK ONE ONLY

- [X] All of the amount owed. [ ] None of the amount owed. [ ] Part of the amount owed as indicated in this space. The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule: By June 30, 2020.

- 4c. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
6. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 1st day of May, 2019.

PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

SECRETARY SENDING DISTRICT BOARD OF EDUCATION

PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION

\*\*Tuition Adjustment schedule approved by the Department of Education.

**TUITION CONTRACT AGREEMENT**

AGREEMENT dated this 1st day of May, 2019, between the GREAT MEADOWS REGIONAL Board of Education, in the County of WARREN and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*), and the HACKETTSTOWN Board of Education, in the County of WARREN and the State of New Jersey (*hereinafter referred to as the "RECEIVING DISTRICT"*).

**WITNESSETH**

*NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:*

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
- 1a. The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for the resident pupils in grades 9 through 12 from the SENDING DISTRICT.

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE OR ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT.

COMPREHENSIVE HIGH SCHOOL, GRADES 9-12 LEVEL, PROGRAM

2. This AGREEMENT shall be in effect for the 2019-2020 school year. The educational services shall commence on September 1, 2019 and terminate on June 30, 2020.
3. Tuition charges, as 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.
4. The SENDING DISTRICT agrees to pay one-tenth of the tentative tuition charge of **\*\* (\$4,111,250 + 157,523 – 246,784\*\*\*)** each month commencing no later than September 15, 2019 and continuing through June 2020. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per pupil of **\$ 13,750\*** multiplied by an estimated average daily enrollment of **299 pupils**. \* An amount not in excess of the amount shown on line 7 of the "Estimated Cost Pupil for Tuition Purposes" form.
- 4a. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the third school year following this contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT in accordance with the following payment schedule:  
*10% CREDIT OF TOTAL AMOUNT ON THEN CURRENT REGULAR MONTHLY TUITION BILLING*
- 4b. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the third school year following the contract year the amount owed as follows:

**CHECK ONE ONLY**

All of the amount owed.     None of the amount owed.     Part of the amount owed as indicated in this space.

The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule:

In 10 equal monthly installments along with then current monthly tuition billing

- 4c. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
6. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 1st day of May, 2019.

\_\_\_\_\_  
PRESIDENT GREAT MEADOWS REGIONAL BOARD OF EDUCATION

\_\_\_\_\_  
SECRETARY GREAT MEADOWS REGIONAL BOARD OF EDUCATION

\_\_\_\_\_  
PRESIDENT HACKETTSTOWN BOARD OF EDUCATION

\_\_\_\_\_  
SECRETARY HACKETTSTOWN BOARD OF EDUCATION

\*\*\*Tuition Adjustment schedule approved by the Department of Education.

**SPECIAL EDUCATION TUITION CONTRACT AGREEMENT**

AGREEMENT dated this 1st day of May, 2019, between the GREAT MEADOWS Board of Education, in the County of WARREN and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*), and the HACKETTSTOWN Board of Education, in the County of WARREN and the State of New Jersey (*hereinafter referred to as the "RECEIVING DISTRICT"*).

**WITNESSETH**

*NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:*

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
  - 1.a The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for:

**CHECK ONE ONLY**

- \_\_\_\_\_ an educationally handicapped resident pupil from the SENDING DISTRICT, **OR**  
 Educationally handicapped resident pupils from the SENDING DISTRICT enrolled in the RECEIVING DISTRICT LLD PROGRAM \*\*\***(5 students @ \$17,000)**\*\*\*

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE: LLD PROGRAM

2. This AGREEMENT shall be in effect for the 2019-2020 school year. The educational services shall commence on September 1, 2019 and terminate on June 30, 2020.
3. Tuition charges, as 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 EITHER 4a OR 4b, WHICHEVER IS APPLICABLE** \*\*\*(\$85,000 + \$107,958)\*\*\*

- 4a. For educationally handicapped pupil(s) enrolled the first school day of September, the SENDING DISTRICT agrees to pay one tenth of the tentative tuition charge of \$ 192,958 each month plus/minus any prior year credits to the RECEIVING DISTRICT commencing no later than September 15, 2019 and continuing for the successive full months that the pupil(s) is (are) enrolled. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per hour of \$ N/A \* multiplied by an estimated average daily enrollment of N/A. In the event that the(se) pupil(s) is (are) enrolled for less than the entire school year the RECEIVING DISTRICT agrees to adjust the final monthly tuition bill for each pupil based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session. \* An amount not in excess of the amount shown on line 7 of the "Estimated Costs Per Pupil for Tuition Purposes" form.
- 4b. For educationally handicapped pupil(s) enrolled after the first school day in September, the SENDING DISTRICT agrees to pay a prorated tuition charge based upon the estimated cost per pupil of \$ N/A less any prior year credits to the RECEIVING DISTRICT. Payments shall be due as follows:
  - i. The first month's tuition charge will be determined using a per diem rate for the actual number of school days the pupil(s) is (are) enrolled if the pupil(s) is (are) enrolled for less than the entire month. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
  - ii. The tuition charge for each full month the pupil(s) is (are) enrolled shall be based upon one-tenth of the estimated cost per pupil. Such payments shall be due on the first of each month and continue for the successive full months the pupil(s) is (are) enrolled.
  - iii. The final monthly tuition bill shall be adjusted based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled for the school year. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
- 4c. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the third school year following this contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT in accordance with the following payment schedule:
- 4d. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the third school year following the contract year the amount owed as follows:

**CHECK ONE ONLY**

- All of the amount owed.  None of the amount owed.  Part of the amount owed as indicated in this space.  
 The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule: By June 30, 2020.

- 4c. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
6. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 1st day of May, 2019.

\_\_\_\_\_  
 PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
 SECRETARY SENDING DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
 PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
 SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION

\*\*Tuition Adjustment schedule approved by the Department of Education.



**SPECIAL EDUCATION TUITION CONTRACT AGREEMENT**

AGREEMENT dated this  1st  day of  May , 2019, between the  GREAT MEADOWS  Board of Education, in the County of  WARREN  and the State of New Jersey (*hereinafter referred to as the "SENDING DISTRICT"*), and the  HACKETTSTOWN  Board of Education, in the County of  WARREN  and the State of New Jersey (*hereinafter referred to as the "RECEIVING DISTRICT"*).

**WITNESSETH**

*NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:*

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING DISTRICT. The RECEIVING DISTRICT agrees to provide educational services to the SENDING DISTRICT in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. The specific educational services to be purchased and provided are described in 1a. below.
  - 1.a The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for:

**CHECK ONE ONLY**

- \_\_\_\_\_ an educationally handicapped resident pupil from the SENDING DISTRICT, **OR**  
 Educationally handicapped resident pupils from the SENDING DISTRICT enrolled in the RECEIVING DISTRICT RESOURCE & IN CLASS SUPPORT SERVICES

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE: RESOURCE AND IN CLASS SUPPORT SERVICES

2. This AGREEMENT shall be in effect for the 2019-2020 school year. The educational services shall commence on September 1, 2019 and terminate on June 30, 2020.
3. Tuition charges, as 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 EITHER 4a OR 4b, WHICHEVER IS APPLICABLE** \*\*(240,000 + \$72,259)\*\*

- 4a. For educationally handicapped pupil(s) enrolled the first school day of September, the SENDING DISTRICT agrees to pay one tenth of the tentative tuition charge of \$ 312,259 each month plus/minus any prior year credits to the RECEIVING DISTRICT commencing no later than September 15, 2019 and continuing for the successive full months that the pupil(s) is (are) enrolled. The payments shall be due on the first of each month. The tentative tuition charge equals the estimated cost per hour of \$ 15.00 \* multiplied by an estimated average daily enrollment of 16,000 hours. In the event that the(se) pupil(s) is (are) enrolled for less than the entire school year the RECEIVING DISTRICT agrees to adjust the final monthly tuition bill for each pupil based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session. \* An amount not in excess of the amount shown on line 7 of the "Estimated Costs Per Pupil for Tuition Purposes" form.
- 4b. For educationally handicapped pupil(s) enrolled after the first school day in September, the SENDING DISTRICT agrees to pay a prorated tuition charge based upon the estimated cost per pupil of \$ N/A less any prior year credits to the RECEIVING DISTRICT. Payments shall be due as follows:
  - i. The first month's tuition charge will be determined using a per diem rate for the actual number of school days the pupil(s) is (are) enrolled if the pupil(s) is (are) enrolled for less than the entire month. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
  - ii. The tuition charge for each full month the pupil(s) is (are) enrolled shall be based upon one-tenth of the estimated cost per pupil. Such payments shall be due on the first of each month and continue for the successive full months the pupil(s) is (are) enrolled.
  - iii. The final monthly tuition bill shall be adjusted based upon a per diem rate for the actual number of school days the pupil(s) is (are) enrolled for the school year. The per diem rate will be calculated by dividing the estimated cost per pupil by the actual number of days school is in session.
- 4c. In the event that it is later determined that the tentative tuition charge was greater than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will return the excess amount to the SENDING DISTRICT no later than the end of the third school year following this contract year. The RECEIVING DISTRICT has the option to pay such excess amount or to credit such excess amount to the SENDING DISTRICT in accordance with the following payment schedule:
- 4d. In the event that it is later determined that the tentative tuition charge was less than the "actual cost per pupil" as certified by the commissioner multiplied by the actual average daily enrollment received, the RECEIVING DISTRICT will charge the SENDING DISTRICT no later than the end of the third school year following the contract year the amount owed as follows:

**CHECK ONE ONLY**

- All of the amount owed.  None of the amount owed.  Part of the amount owed as indicated in this space.  
 The SENDING DISTRICT will pay any amount owed to the RECEIVING DISTRICT in accordance with the following payment schedule: By June 30, 2020.

- 4c. In the event it becomes necessary for the SENDING DISTRICT to request that the county superintendent waive the payment schedule in 4b. due to hardship, the SENDING DISTRICT will immediately notify the RECEIVING DISTRICT of such request.
5. The RECEIVING DISTRICT agrees to provide the SENDING DISTRICT with a monthly tuition bill and a monthly report showing pupil enrollment and attendance.
6. In the event any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the pupil(s) shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this 1st day of May, 2019.

\_\_\_\_\_  
 PRESIDENT SENDING DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
 SECRETARY SENDING DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
 PRESIDENT RECEIVING DISTRICT BOARD OF EDUCATION

\_\_\_\_\_  
 SECRETARY RECEIVING DISTRICT BOARD OF EDUCATION

\*\*Tuition Adjustment schedule approved by the Department of Education.

**HACKETTSTOWN BOARD OF EDUCATION**  
**2019-2020 School Year**

---

**403(b) Authorized Service Providers**

- 1) AXA Equitable
- 2) Lincoln Investment Planning
- 3) American United Life (AUL)
- 4) The Legend Group
- 5) The Variable Annuity Life Insurance Company
- 6) New York Life Insurance Company
- 7) Financial Resources/Security Benefit

**457(b) Authorized Service Providers**

- 1) AXA Equitable
- 2) The Legend Group

**HACKETTSTOWN BOARD OF EDUCATION  
Building Use Fees 2019-2020**

<b>CLASSROOM</b>	<b>\$ 50.00</b>
<b>LARGE INSTRUCTION AREAS</b> Laboratory, Library	<b>\$ 100.00</b>
<b>OTHER LARGE AREAS</b> Auditorium, Gymnasium	<b>\$ 500.00</b>
* <b>CUSTODIAL FEES - Based upon salary of custodial staff scheduled for events</b>	
* <b>SECURITY FEES</b>	
Regular Time	\$ 25.00 per hour
Overtime & Saturdays	\$ 37.50 per hour
Sundays and Holidays	\$ 50.00 per hour
<b>ATHLETIC FACILITIES/FIELDS</b>	<b>\$ 500.00</b>

\* **Charges for custodial and security fees are only charged if staff are not regularly scheduled to work.**

CONTRACT FOR  
Teaching Membership  
Between VHS, Inc. and  
Hackettstown School District

This is a fixed fee CONTRACT dated 5/1/19, 2019 between Hackettstown School District ("School", "School District") with its principal address at 315 Washington St., Hackettstown, NJ, 07840 and VHS, Inc. ("Company"), with its principal place of business at 4 Mill and Main Place Suite 510, Maynard, MA 01754 for participation in The Virtual High School ("VHS") program, including delivery of online professional development courses and VHS courses at Hackettstown High School ("School") located at 701 Warren Street, Hackettstown, NJ 07840.

In consideration of the mutual promises set forth in this CONTRACT and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

§ 1.0 STATEMENT OF WORK

The Company will provide the necessary administrative, management, technical and training services to support the participation of the School in The Virtual High School program. If the School is in a state with specific online learning requirements, it is the responsibility of the School to fulfill the state requirements.

§ 2.0 DURATION OF THE CONTRACT

This CONTRACT shall be effective July 1, 2019 and end June 30, 2020, unless earlier terminated pursuant to the terms contained herein. This CONTRACT will automatically renew on July 1<sup>st</sup> each year as described in § 13.0 AUTOMATIC RENEWAL FOR SUBSEQUENT SCHOOL YEARS.

§ 3.0 COURSE OFFERINGS AND PARTICIPATION FEE SCHEDULE

The School is responsible for VHS program services under the following payment schedule. Participation fees for student course seats are incurred annually, at the start of each VHS fiscal year (July 1<sup>st</sup>). Schools will be invoiced for the discounted seat quantities in this contract on July 1<sup>st</sup> annually, unless notified of seat adjustments prior to June 15<sup>th</sup>.

When a school's teacher has been accepted to the VHS *Online Teaching Methodologies (OTM)* teacher training program, the school will be invoiced \$900 toward the cost of training. The \$900 teacher training fee will be credited toward the school's annual membership fee once the teacher successfully completes training. Should a teacher not successfully complete training, standard OTM tuition reimbursement policies apply.

Site coordinator training, as well as student orientation, are included as part of the annual fee at no additional charge. Payments shall be made upon receipt of invoice from VHS, Inc.

Program	Description	Cost
Teaching Membership (Bundled Discount) Semester and Full-Year Course Enrollments	\$160/semester seat for the first 50 seats, with one teacher participating \$140/semester seat for 51+ seats, with two or more teachers participating*  *up to 50 additional seats at the reduced teaching rate, per teacher per academic year.	\$8,000.00 \$7,000.00/Annual Fee. \$15,000.00/Total Fee  The fee includes 5050 seats to be split equally between the fall and spring semester.

Flex Course Enrollments	<b>Flex</b> courses may be used as part of a contracted membership bundle purchase <b>ONLY</b> between September class start through April 30 <sup>th</sup> . From May through September class start date, summer Flex course fees apply.	September start to April 30 <sup>th</sup> : Included in Membership bundle  May 1 <sup>st</sup> to September Start: \$275 for .5 credit \$450 for 1.0 credit
Additional Seats	Optional: Additional seats may be purchased as needed. Additional seat rate is based on the total number of seats purchased. Please contact your account manager for a quote.	See your account manager for details.
Other Fees	Advanced Placement (AP) courses are subject to a fee of \$75/enrollment/year. Certain courses require an additional lab fee, as noted within course description in the VHS catalog ( <a href="http://www.VHSLearning.org">www.VHSLearning.org</a> ).	See your account manager or the VHS online catalog for details

### 3.1 Other Course Fees

- Course materials, managed by VHS, will be shipped to students as needed.
- All Advanced Placement (AP) courses are subject to an AP fee of \$75/course/year, which includes the cost of course materials.
  - AP fees will be invoiced on the first day after the fall semester add period, based on the number of AP enrollments at that time. Seats are considered used on the first day after the add period, even if a student later withdraws.
  - AP exam fees and arrangements are the responsibility of the local school district.
- Certain courses have an additional lab fee.
  - The list of these courses, subject to change, are as follows for the 2019-2020 academic year: AP Physics C, AP Physics 1, AP Chemistry, AP Biology, Earth and Space Science, AP Environmental Science, AP Music Theory and Chemistry. View the course description within the VHS online catalog for current information on lab fees.
  - Lab materials will be shipped directly to the school/student from the lab provider.
    - Cost of specific lab materials will depend on the course (see course catalog prior to enrollment).
    - Lab fees will be invoiced on the first day after the fall semester add period.

### 3.2 Substitute Teacher

Should a Teacher at the School who is teaching one or more VHS courses take a leave of absence, School will be fiscally responsible for “substitute” instructor coverage in course(s). Company will hire a qualified teacher to provide instruction for VHS course(s) during the VHS semester(s) that the School’s teacher is on leave. Substitute instructor coverage will be invoiced by Company to school at \$200.00 per week (per course), and payment shall be made upon receipt of invoice from VHS, Inc.

## § 4.0 TERMINATION

A termination of this CONTRACT by the School (District/System) shall not entitle the School (District/System) to a refund of any portion of the Fees or relieve the School (District/System) of any of its other obligations hereunder.

In addition, should the School’s teacher not provide instruction for his/her assigned course(s) listed in the VHS catalog, the School will be assessed an early termination fee of \$5,000.00 per Course. **If VHS Inc. is notified by April 1st that the course(s) will no longer be instructed by the school’s teacher, this early termination fee will be waived.** If the School no longer elects to instruct a VHS course the School then reverts to a Student Only membership, and all standard Student Only membership fees apply. Seats purchased through this agreement are at a bundled discounted rate and are “use or lose” prior to the end of the academic year. **Seats used as of the end of the**

VHS add period in each semester are considered used, even if a student subsequently withdraws from his or her course.

## § 5.0 PARTICIPATING SCHOOL REPRESENTATIONS

The School [District/System] hereby represents and warrants as follows:

- 5.1 Its superintendent (or his/her duly authorized and qualified designee) has read and understands the Administrative Guidelines in the VHS Handbook (as amended from time to time, the "VHS Handbook"), which delineate the requirements needed to participate in the VHS Program and has communicated those requirements to the VHS Site Coordinator and other administrative staff members of the School.
- 5.2 The School shall meet the following minimum required participation requirements throughout the term of this CONTRACT:
  - 5.2.1 Participating School Requirements  
The School must:
    - be accredited for grades (select one):  
 Grades 7 –12    Grades 8 – 12    Grades 9 – 12    Other:
    - have Internet connectivity and computers to support the participating teachers and students as delineated in the Company's Administrative Guidelines.
  - 5.2.2 Participating Teacher Requirements  
Each teacher who is designated hereunder to develop and/or teach a VHS Course must:
    - meet all employment requirements and certifications to teach the VHS Course in the state in which s/he is employed as a teacher
    - adhere to all guidelines and policies set forth in the VHS Handbook
    - attest that the Course s/he develops, in whole or in part, is not plagiarized, and appropriate copyright credit is provided for all materials where necessary
    - fully participate in all VHS training required by the Company
    - teach the Course in compliance with the schedule set forth in the VHS calendar
    - submit grades and progress reports in compliance with the schedule set forth in the VHS calendar
    - ensure that he/she understands the teaching responsibilities outlined by VHS, including active course participation and timely response to student inquiries (Monday through Friday, within 24 hours) and be available for scheduled synchronous course office hours as required by VHS curriculum department heads.
  - 5.2.3 Allowances for Participation of Teacher and Site Coordinator  
The School:
    - must free each teacher of record from all teaching responsibilities one period per day, to be used for his/her VHS instruction/course activities (to a maximum of .2 FTE).
    - is, upon VHS recommendation, advised to free the VHS site coordinator from all teaching responsibilities one period per day (to a maximum of .2 FTE). The site coordinator shall be the primary point of contact for the Company in communications with the School. The role of the VHS site coordinator shall be to provide technical and administrative support to teachers and students, monitor the grades and progress of VHS students, recruit and enroll VHS students, act as liaison between VHS students and their VHS teachers as needed, and ensure the necessary level of technology to support VHS students and teachers is available.
    - will ensure the VHS site coordinator has successfully participated in the Company's Site Coordinator Resources training.
    - will ensure each teacher of record has successfully participated in the Company's online teacher professional development program.

The School (District/System), on behalf of itself, the School and each teacher who develops a VHS Course for the Company, hereby grants to the Company a perpetual, worldwide, freely assignable, royalty-free and irrevocable license to reproduce, publish and otherwise use the VHS Course, and any and all Course Materials in any medium or manner and for any purpose the Company may from time to time elect. The Company has full authority to maintain, archive and dispose of the electronic files which make up each VHS Course.

#### § 6.0 BINDING EFFECT

This CONTRACT shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever. Except as provided herein, neither party may assign any of its rights or obligations hereunder to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### § 7.0 REPRESENTATION OF AUTHORITY

Each of the parties that have executed this CONTRACT through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this CONTRACT on behalf of the party for whom said authorized representative purports to act.

#### § 8.0 NOTICE

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, e-mail, facsimile, or by United States Mail, addressed to the following parties:

If to the Company: Carol A. Ribeiro, President & CEO  
VHS, Inc.  
4 Mill and Main Place Suite 510  
Maynard, MA 01754  
Phone: (978) 897-1900  
Fax: (978) 897-9839  
E-mail: [cribeiro@vhslearning.org](mailto:cribeiro@vhslearning.org)

If to the School: Hackettstown High School  
Kyle Sosnovik, Acting Principal  
701 Warren Street  
Hackettstown, New Jersey 07840  
Phone: (908) 852-8150 Ext. 224  
E-mail: [ksosnovik@hackettstown.org](mailto:ksosnovik@hackettstown.org)

#### § 9.0 AMENDMENTS AND WAIVERS

This CONTRACT may be amended, modified or varied only by agreement in writing, duly executed by the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. The waiver of any breach of any term or condition of this CONTRACT shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

#### § 10.0 GOVERNING LAW; JURISDICTION

This CONTRACT will be deemed to have been made in and its validity and interpretation shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to the conflict-of-law rules of Massachusetts or any other state. Any and all disputes arising under or related to the CONTRACT shall be subject exclusively to the jurisdiction of the appropriate state or federal court in the Commonwealth of Massachusetts.

§ 11.0 HEADINGS

The captions herein have been inserted solely for convenience of reference and shall not constitute a part of this CONTRACT, nor shall they affect the meaning, construction or effect of this CONTRACT.

§ 12.0 ENTIRE AGREEMENT; SEVERABILITY

This CONTRACT sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this CONTRACT. If any provision of this CONTRACT or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this CONTRACT, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

§ 13.0 AUTOMATIC RENEWAL FOR SUBSEQUENT SCHOOL YEARS

This CONTRACT will automatically renew for subsequent school years on July 1<sup>st</sup> each year under the same terms and conditions, unless previously terminated or modified by The Virtual High School or the School District. No additional contract will be sent to the School District during subsequent years. VHS will invoice the School District for the discounted quantity of membership seats agreed upon in this contract at the beginning of each VHS fiscal year (annually July 1<sup>st</sup>), unless notified of seat quantities adjustments prior to June 15<sup>th</sup> annually. Additional seats over and above contracted quantities may be purchased at any time.

§ 14.0 COUNTERPARTS

This CONTRACT may be executed in two or more counterparts each of which will be deemed an original, but together will constitute one and the same instrument.

IN WITNESS WHEREOF, this CONTRACT has been duly executed as of the date first above written.

**Hackettstown School District**

By: \_\_\_\_\_  
Authorized Representative Signature

Coil Wojcikowski  
Authorized Representative Name (please print)

**VHS, INC.**

By: \_\_\_\_\_  
Carol A. Ribeiro, President & CEO