Andover Regional Board of Education Regular Meeting

February 22, 2023

Attendance:

Present: Ms. Jane Byron, Mrs. Maria Dunbar, Mr. James Fetcho, Mr. Brian Hertenstein, Mr. Steven Minnick, Mr. William Porter, Mrs. Lena Sciroppo, Dr. Robert Koroski

Also Present: Dr. Clifford Burns, Superintendent
Ms. Nicole Sylvester, School Business Administrator/Board Secretary
30 members of the public and staff

Not Present: Dr. Jeffrey Neubig

I. INTRODUCTORY ITEMS

President Koroski called the meeting to order at 7:30 p.m.

Pledge of Allegiance: Dr. Koroski led the flag salute.

Mission Statement: Dr. Koroski read the mission statement:

Andover Regional Schools prepare students to successfully meet the challenges of today and tomorrow by fostering a love of learning. Our safe, supportive, and stimulating environment encourages students to reach their full potential. It is an expectation that all students shall achieve the New Jersey Core Curriculum Content Standards at all grade levels. In Andover Regional, every child catches the learning spirit!

Public Meeting Notice: President Koroski read the following public meeting notice:

"The New Jersey Open Public Meetings Act was enacted to insure the right of the public to have advance notice of and to attend the meetings of public bodies at which any business affecting their interests is either discussed or acted upon. The Board has fully complied with the notice requirements by advertising in the New Jersey Herald, posting publicly and by notifying the municipal clerk of the date, time and place of the meeting."

Ms. Sylvester swore in Ms. Jane Byron who read the Oath of School Board Members.

II. EXECUTIVE SESSION: None at this time.

III. PRESENTATION(S):

Dr. Burns introduced and congratulated the 2022-2023 boys and girls basketball teams. Mrs. Morrell and Mr. Mendes expressed their gratitude for these teams and congratulated them on a great season, their hard work and dedication.

Mr. Fleming reported on the SSDS and definition of HIB.

IV. APPROVAL OF MINUTES:

Mrs. Sciroppo moved and Mr. Fetcho seconded, that the Andover Regional Board of Education approve the minutes of the following Board of Education meeting, as recommended by the Superintendent of Schools.

January 25, 2023 Regular Meeting Minutes
January 25, 2023 Executive Session Minutes

Roll Call Vote:

Yes: Mrs. Dunbar, Mr. Fetcho, Mr. Hertenstein, Mr. Minnick, Mr. Porter, Mrs. Sciroppo, Dr. Koroski

No: None

Abstain: Ms. Byron

V. COMMITTEE REPORTS:

Board Committees:

Personnel/Policy	Finance/Operations	Curriculum/Instruction
Mr. Porter (Chair)	Mr. Minnick (Chair)	Mrs. Dunbar (Chair)
Mrs. Sciroppo	Mrs. Bearden	Dr. Neubig
Dr. Koroski	Mr. Fetcho	Mr. Hertenstein

Special Committees/Ad Hoc Assignments:

WHAT	DELEGATE	ALTERNATE(s)
Sussex County School Boards Association	Dr. Koroski	Mr. Porter
NJSBA Delegate Assembly	Mr. Minnick	Mrs. Dunbar
Newton Board of Education Rep.	Mr. Porter	Dr. Koroski
Sussex County Educational Services	Mrs. Dunbar	Dr. Koroski
Andover Regional Parent Teacher Association	Mrs. Bearden	Mr. Minnick
Township Liaison	Dr. Koroski	Mrs. Dunbar
Negotiations/Sick Bank	Dr. Koroski	Mrs. Bearden & Mr. Fetcho
QSAC Committee	Dr. Koroski	Mr. Minnick

Tri-District Consortium	Dr. Koroski	Mr. Porter & Mrs. Sciroppo

Dr. Koroski reported on the Personnel/Policy committee meeting stating they discussed the HIB overview, change from the student information system from Genesis to Realtime, school calendar, 2023-2024 school times, special education audit, discussion ensued.

Dr. Koroski reported on the Finance/Operations committee meeting stating they discussed 2023-2024 school times, special education audit, school calendar, change from the student information system from Genesis to Realtime, HIB overview, Stabilization Aid, 2023-2024 budget, discussion ensued.

Mrs. Dunbar reported on the Curriculum/Instruction committee meeting stating they discussed after school camps provided, Tri-District for 8th grade & high school teachers on transition for students, NJ early reading grant, 2023-2024 school times, special education audit and after school activities, discussion ensued.

VI. SUPERINTENDENT REPORT:

A. Dr. Burns recognized and congratulated the LPS Charger Basketball teams.
B. Dr. Burns reported on the successful school/district events.
C. Dr. Burns stated we will be transitioning from Genesis to Realtime for our student information system.
D. Dr. Burns indicated the new school times to be approved for the 2023-2024 school year.
E. Dr. Burns stated the board would be approving the 2023-2024 school district calendar.
F. Dr. Burns gave an update on 2022-2023 school district goals.
G. Dr. Burns gave his monthly HIB Report.

Mr. Porter moved and Mrs. Dunbar seconded, that the Andover Regional Board of Education approve the resolution below as presented:

Resolve that the Board of Education accepts the attached HIB Report**,** as recommended by the Superintendent of Schools.

Roll Call Vote:

Yes: Ms. Byron, Mrs. Dunbar, Mr. Fetcho, Mr. Hertenstein, Mr. Minnick, Mr. Porter, Mrs. Sciroppo,

Dr. Koroski

No: None

Abstain: None

B. Curriculum, Instruction & Assessment: Listed below is the report from **Jennifer Reynolds,** Coordinator of Curriculum, Instruction and Assessment

- Attend weekly Leadership Team Meetings
- Completed formal and information evaluations
- Attended weekly principal/curriculum meetings
- Worked with grade 3 and 4 teachers on holistically scoring Literary Analysis Tasks and analyzing grade level strength, weaknesses, and mapped an explicit teaching plan
- Organizing a second round of after school student camps run by staff.
- Worked with Tri-District counterparts to organize collaboration time for grade 8 and NHS grade 9 teachers. Attended those meetings.
- Met with Mr. Fleming, Mrs. Dilkes and Mrs. Ross to begin preliminary planning for Summer Programming
- Organized and prepared scheduling and materials for ELL students for March WIDA testing
- Attended NJSLA training and WIDA training for Test Coordinators
- Organized a group watch for state offered K-3 mathematics workshops
- Completed the NJ Early Reading Grant Application
- Began initial Instruction and Programming QSAC audits
- Attended Sussex County Curriculum Consortium Meeting
- Attended a G/T informational meeting with supervisors from out of district

C. Technology Report: Listed below is a report from Joseph DeLuca, Technology/Network Systems Administrator.

- Attended Techspo 2023
- Organized live Promethean training during the staff in-service
- Attended mandatory District Technology Coordinator training for NJSLA

D. Child Study Team Report: The updates below regarding the District CST and Special Services are prepared by **Suzanne Ross**, Supervisor of Special Services/LDTC.

- Ongoing collaboration with the administrative team regarding operations, programs and schedules, and needs of staff and students etc.
- Ongoing collaboration with the Administrative Team regarding Budgeting for 2023/2024.
- Ongoing collaboration with the Sussex/Warren Special Education association regarding planning for the 2022/2023 school year.

- Facilitated full CST meeting regarding standardized testing accommodations/modifications, 8th grade placements, case management and programming needs.
- Ongoing collaboration with FMB & LPS teachers regarding student needs and services.
- Finalized all mandated compensatory education meetings for special needs students, in accordance with Bill S905.
- Completed formal and information evaluations at both schools.
- Attended meetings at FMB for both I&RS and RTI development of student specific action plans.
- Ongoing meetings with the Preschool Instructional Coach regarding preschool programming needs, and budgetary needs for 23/24 school year.
- Ongoing coordination of services for multiple homeless families.
- Began developing initial documents for 2023 Extended School year (ESY).
- Attended NJSLA training with CST case managers regarding timelines, needs of the test coordinator and student specific testing accommodations.

E. Suspension/HIB Reports

F. Principal's Reports

VII. SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY REPORT:

- Ms. Sylvester reported that we received a SCA 3rd round of funding in the amount of $8,268.97 to help support our food service program.
- Ms. Sylvester stated that at our March 15, 2023 board meeting, we will have our first public hearing budget presentation. She indicated we are to receive State Aid numbers next week, however, with the anticipated loss of State Aid, we can offset this loss by using the potential healthcare and enrollment adjustments.

VIII. PUBLIC PARTICIPATION ON AGENDA ITEMS: None at this time.

IX. ACTION ITEMS:

A. PERSONNEL/POLICY:

Mrs. Sciroppo moved and Mr. Porter seconded, that the Andover Regional Board of Education approve resolutions #1-6 as presented:

1. **Resignation/Retirement**: Approve and accept with best wishes the resignation for retirement purposes of Lynn Delfing, Secretary, effective July 1, 2023 with June 30, 2023 as last day worked, as recommended by the Superintendent of Schools.

2. **Termination:** Approve the termination of employee ID# 1375, effective February 9, 2023, as recommended by the Superintendent of Schools.

3. **Course Completion/Payment**: Approve Jim Hasten and Becky Morrell to be paid $500 each for completion of the Sheltered Instruction Course paid through Title 3 funds, as recommended by the Superintendent of Schools.

4. **ParaProfessional Part-Time New Hire(s):** Approve the following for the 2022-2023 school year, without benefits, prorated to start date and pending receipt of all required paperwork, including criminal history clearance, as recommended by the Superintendent of Schools.

NAME	START DATE	SCHOOL	FTE	ASSIGNMENT **	TIME	HOURS	STEP	SALARY
Bozena Tocynski	2/27/23	FMB	.91	Class para Kindergarten	8:45 - 2:15	27.5	2	$23,731

** Subject to Change

5. **Volunteers**: Approve the attached volunteers for the 2022-2023 school year, as recommended by the Superintendent of Schools.

6. **Second Reading of Policies & Regulations**: Approve the second reading of the following (and attached) policies and regulations, as recommended by the Superintendent of Schools.

Alert 229

P 1648.11	The Road Forward COVID-19 – Health and Safety (M) (Abolished)
P 1648.13	School Employee Vaccination Requirements (M) (Abolished)
P 0152	Board Officers (Revised)
P 0161	Call, Adjournment, and Cancellation (Revised)
P 0162	Notice of Board Meetings (Revised)
P & R 2423	Bilingual and ESL Education (M) (Revised)
P 2425	Emergency Virtual or Remote Instruction Program (M) (Revised)
R 2425	Emergency Virtual or Remote Instruction Program (M) (New)
P & R 5200	Attendance (M) (Revised)
P 5512	Harassment, Intimidation, or Bullying (M) (Revised)
P 8140	Student Enrollments (M) (Revised)
R 8140	Enrollment Accounting (M) (Revised)
P & R 8330	Student Records (M) (Revised)
R 8420.2	Bomb Threats (M) (Revised)
R 8420.7	Lockdown Procedures (M) (Revised)
R 8420.10	Active Shooter (M) (Revised)

Roll Call Vote:

Yes: Ms. Byron, Mrs. Dunbar, Mr. Fetcho, Mr. Hertenstein, Mr. Minnick, Mr. Porter, Mrs. Sciroppo, Dr. Koroski

No: None

Abstain: None

B. FINANCE/OPERATIONS:

Mr. Minnick moved and Mr. Hertenstein seconded, that the Andover Regional Board of Education approve resolutions #1-17 as presented:

1. **Treasurer & Board Secretary's Certification and Report**: Approve the January 2023 Board Secretary's and Treasurer's Reports pursuant to N.J.A.C. 6A:23-16.10(c)3, we certify that as of January 2023 after review of the secretary's monthly financial report (appropriations section) and upon consultation with the appropriate district officials, to the best of our knowledge no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year, as recommended by the Superintendent of Schools.

2. **Bills List**: Approve/accept the Bills List from January 26, 2023 through February 22, 2023 for a total of $2,492,277.68 as recommended by the Superintendent of Schools.

3. **Petty Cash**: Approve/accept the Petty Cash Checking Account Report for January 2023, as recommended by the Superintendent of Schools.

4. **Transfers**: Approve/accept the Transfer Report for January 2023, as recommended by the Superintendent of Schools.

5. **Building Use for 2022-2023 School Year**: Approve the following building use for the Long Pond and/or Florence M. Burd schools, as recommended by the Superintendent of Schools.

NAME OF ORGANIZATION	PURPOSE	DATE REQUESTED	INSURANCE CERTIFICATE	BUILDING
PTA	8th Grade Tri-District Dance	2/15/23	Yes	LPS
PTA	Book Fair	3/6/23-3/8/23 FMB 3/13/23-3/17/23 LPS	Yes	FMB & LPS
East West Karate Academy	Karate Show	3/4/2023	Yes	LPS
Andover/Newton/Green	Free Lacrosse	2/17/2023	Yes	LPS

Lacrosse	Clinic			
Andover/Newton/Green Girl Scouts	World Thinking Day	2/28/23	Yes	LPS

6. **2023-2024 SEMI Waiver:** Approves the waiver of Requirements Special Education Medicaid Initiative (SEMI) Program:

Whereas, NJAC 6A:23A-5.3 provides that a school district may request a waiver of compliance with respect to the district's participation in the Special Education Medicaid Initiative (SEMI) Program for 2023-2024 school year and,

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

Therefore be it resolved, that the Andover Regional Board of Education hereby authorizes the Business Administrator to submit to the Executive County Superintendent of Schools in the County of Sussex an appropriate waiver of the requirements of NJAC 6A:23A-5.3 for the 2023-2024 school year as recommended by the Superintendent of Schools.

7. **Annual Comprehensive Financial Report (ACFR) - June 30, 2022:** Approval to accept the report of the auditors, with no audit recommendations, Ardito & Co., LLP for the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2022, as recommended by the Superintendent of Schools.

8. **Tuition Contract with Newton:** Approve the annual tuition contract with Newton Board of Education from September 1, 2023 through October 27, 2023 to be paid to Andover Regional at a total pro-rated cost of $4,985.68 for student #1098918925, as recommended by the Superintendent of Schools.

9. **Contract with Kroll:** Approve the contract with Kroll, LLC for providing services to update the fixed asset accounting records for internal purposes and for a property insurance appraisal at a cost of $8,800, as recommended by the Superintendent of Schools.

10. **Settlement Agreement & Release:** Approve the settlement agreement and release for OAL Docket No. EDS 06917-2022 at a cost of $9,800, as recommended by the Superintendent of Schools.

11. **Participation in Joint Agreement: Approve the following Resolution between Andover Regional Board of Education and the Sussex County Regional Cooperative for Special Education Transportation for the 2023-2024 School Year:**

WHEREAS, the following Boards of Education: Andover Regional, Belleville Public Schools, Bridgeton Public Schools, Byram Township, Caldwell-West Caldwell, Chester, Dover, East Orange,

ESC of Morris County, Fairfield, Fairlawn, Frankford, Franklin Borough, Fredon Twp., Green Twp., Glen Ridge, Hackettstown, Hamburg Borough, Hamilton Township, Hampton Twp., Harding, Hardyston Twp., Harrison, Hawthorne, High Point Reg. H.S., Hopatcong Borough, Jefferson Twp., Kittatinny Regional, Lafayette Twp., Lakeland Regional, Lenape Regional High School District, Lenape Valley Regional, Livingston, Long Hill, Millburn, Mine Hill, Montague, Morris Hills Regional, Mount Arlington, Mountain Lakes, Mount Olive, Netcong, Newton, North Caldwell, Nutley, Ogdensburg, Old Bridge, Randolph, Rockaway Borough, Rockaway Twp., Roseland, Roxbury, Sandyston, Secaucus, South Orange/Maplewood, Sparta Twp., Stanhope, Stillwater, Summit, Sussex County ESC, Sussex County Technical School, Sussex-Wantage, Vernon Twp., Verona, Warren County Special Services School District, Warren Hills Regional, Washington Borough, Washington Twp./Morris, Washington Twp./Warren, Watchung Hills Regional, Wayne, West Essex Regional, West Milford, West Morris Regional, West Orange desire to transport students to specific destinations; and
WHEREAS, the Hopatcong Board of Education is willing to provide the services to coordinate transportation for the above-referred-to Boards of Education for transportation of students to Special Education Schools along established routes to specific destinations in order to attempt to achieve the maximum cost effectiveness;

WHEREAS, the Hopatcong Board of Education shall provide such services under the name of Sussex County Regional Transportation Cooperative.

NOW THEREFORE, BE IT RESOLVED by the Andover Regional Board of Education that pursuant hereto the President and Secretary of the Andover Regional Board of Education are hereby authorized and directed to execute a duplicate of the Resolution which shall act as an agreement between the Andover Regional Board of Education and the Sussex County Regional Transportation Cooperative for the coordination of transportation of students to Special Education Schools to specific destinations upon the following terms and conditions:

1. The Andover Regional Board of Education shall pay to the Sussex County Regional Transportation Cooperative in consideration of the services it shall render pursuant to this agreement an amount to equal four percent (4.0%) of the Andover Regional Board of Education's actual cost paid for transportation of Special Education school students to specific destinations during the 2023-2024 school year, said sum to be paid as follows in each year during the term of this agreement or any extension hereof.

Payment Due 4.0% Administrative Fees 07/30/23
(100% of estimated fees based on your 2022-2023 transportation expenses)

Initial Deposit 07/31/23
(20% of estimated charges based on your 2022-2023 transportation expenses)

20% of current annual charges 10/29/23
20% of current annual charges 12/31/23
20% of current annual charges 02/28/24

The terms “Hopatcong Board of Education” and “Sussex County Regional Transportation Cooperative” will be used interchangeably throughout this Agreement. To ensure no confusion, both terms refer to the same legal entity, the Hopatcong Board of Education.

20% of current annual charges 04/29/24
June – plus or minus final adjustments

*All 2023 summer routes shall be billed upon completion of transportation. A check will be issued on or about July 29, 2024 for all transportation funds not used. We will no longer be able to roll-over credits to the following school year.

2. The Sussex County Regional Transportation Cooperative will provide the following services:

a. routes coordinated with other districts to attempt to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
b. statements prepared on appropriate vouchers according to the above schedule delineating costs per route;
c. computer print-outs of student lists for all routes coordinated by the Sussex County Regional Transportation Cooperative for ASSA reporting deadlines;
d. all necessary interaction and communication between the sending district, receiving school, and the respective transportation contractors;
e. timely review and revision of routes;
f. provide transportation within three days or sooner after receipt of the formal written request;
g. timely submission of contracts, renewals or addenda to the county office for approval.

3. The Andover Regional Board of Education will provide the Sussex County Regional Transportation Cooperative with the following:
a. requests for any Special Education students on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by Andover Regional Board of Education Secretary or other designated district personnel;
b. withdrawal for any Special Education school students on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by the Andover Regional Board of Education Secretary or other designated district personnel; no billing adjustment will be made without this completed form; and
c. strict adherence to the above payment schedule.

4. Additional Cost – all additional costs generated by unique requests, including but not limited to mid-day runs, early dismissals, change in number of children being transported on each route, or change in mileage during the year, will be borne by the Andover Regional Board of Education.

5. Invoice Disputes – The Andover Regional Board of Education shall notify the Sussex County Regional Transportation Cooperative in writing of any dispute with any invoice, along with a reasonably detailed description of the dispute, within 30 days from the date of receipt of such invoice. Invoices for which no such timely notification is received shall be deemed accepted by the Andover Regional Board of Education as true and correct, and the Andover Regional Board of Education shall

pay all amounts due under such invoices within the period set forth above. The parties shall seek to resolve all such disputes expeditiously and in good faith. The Andover Regional Board of Education shall not withhold payment of any amount due and payable under this agreement by reason of any setoff of any claim or dispute with the Hopatcong Board of Education and/or the Sussex County Regional Transportation Cooperative.

6. Late Payments – Invoices shall be paid within 45 days of receipt. Except for invoiced payments that have been successfully disputed, all late payments shall bear interest at the lesser of the rate of four percent (4.0%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Andover Regional Board of Education also shall reimburse the Hopatcong Board of Education under the name of the Sussex County Regional Transportation Cooperative for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this agreement or at law, which the Hopatcong Board of Education does not waive by the exercise of any rights hereunder, the Hopatcong Board of Education shall be entitled to suspend the provision of any Services provided under this Agreement if the Andover Regional Board of Education fails to pay any amounts when due hereunder.

7. Length of Agreement – This agreement and obligations and requirements herein shall be in effect between July 1, 2023 and June 30, 2024.

8. The Andover Regional Board acknowledges and agrees that prior to the start of each school year, the Sussex County Regional Transportation Cooperative is required to plan its budget and take on expenses in order to plan for the following school year. As a result, the Andover Regional Board agrees to provide written notice to the Sussex County Regional Transportation Cooperative at least 180 days before June 30th advising whether or not the Andover Regional Board will be renewing its contract with the Cooperative. If timely notice is not provided, the parties agree that the Cooperative will plan its budget and take on expense based on the assumption that the Andover Regional Board will be renewing its contract with the Cooperative for the upcoming school year. Should the Andover Regional Board notify the Cooperative it will not be renewing its contract after the notice period, the Andover Regional Board agrees to reimburse the Cooperative for any costs or expenses incurred by the Cooperative as a result of the Andover Regional Board's failure to provide timely notice. In the event this agreement is renewed, the consideration to be paid to the Cooperative set forth in Paragraph 1 hereof, shall be revised to equal four percent (4.0%) of the Andover Regional Board of Education's actual cost paid for transportation of Special Education school students to specific destinations during the prior year.

9. Termination – The Hopatcong Board of Education under the name of Sussex County Regional Transportation Cooperative, in its sole discretion, may terminate this agreement at any time, without cause, by providing at least 30 days' prior written notice to the Andover Regional Board of Education.

10. The Hopatcong Board of Education under the name of Sussex County Regional Transportation Cooperative accepts no responsibility for a pupil's use of arranged transportation or attendance on an established route. Once assigned to a route, the billing for the pupil's reserved seat will continue until

the Sussex County Regional Transportation Cooperative is otherwise noticed in writing to delete the pupil from the assigned route.

11. Force Majeure – No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control.

12. Headings – The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

13. Entire Agreement – This agreement constitutes the entire and only agreement between the parties with respect to the subject matter of this agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. This agreement only may be amended by an instrument in writing over authorized signature.

14. It is a condition of this agreement that a representative from each applicable position: School Business Administrator/School Board Secretary, Special Services Director, and Transportation Supervisor attend at least one (1) Sussex County Regional Transportation Cooperative meeting on an annual basis to promote and provide effective and efficient transportation services.

12. **Participation in Joint Agreement:** Approve the following Resolution between Andover Regional Board of Education and the Sussex County Regional Cooperative for Public / Private/ Charter School/Choice Transportation for the 2023-2024 School Year:

WHEREAS, the following Boards of Education: Andover Regional, Belleville Public Schools, Bridgeton Public Schools, Byram Township, Caldwell-West Caldwell, Chester, Dover, East Orange, ESC of Morris County, Fairfield, Fairlawn, Frankford, Franklin Borough, Fredon Twp., Green Twp., Glen Ridge, Hackettstown, Hamburg Borough, Hamilton Township, Hampton Twp., Harding, Hardyston Twp., Harrison, Hawthorne, High Point Reg. H.S., Hopatcong Borough, Jefferson Twp., Kittatinny Regional, Lafayette Twp., Lakeland Regional, Lenape Regional High School District, Lenape Valley Regional, Livingston, Long Hill, Millburn, Mine Hill, Montague, Morris Hills Regional, Mount Arlington, Mountain Lakes, Mount Olive, Netcong, Newton, North Caldwell, Nutley, Ogdensburg, Old Bridge, Randolph, Rockaway Borough, Rockaway Twp., Roseland, Roxbury, Sandyston, Secaucus, South Orange/Maplewood, Sparta Twp., Stanhope, Stillwater, Summit, Sussex County ESC, Sussex County Technical School, Sussex-Wantage, Vernon Twp., Verona, Warren County Special Services School District, Warren Hills Regional, Washington Borough, Washington Twp./Morris, Washington Twp./Warren, Watchung Hills Regional, Wayne, West Essex Regional, West Milford, West Morris Regional, West Orange desire to transport students to specific destinations; and

WHEREAS, the Hopatcong Board of Education is willing to provide the services to coordinate transportation for the above-referred-to Boards of Education for transportation of students to Public

Schools and Private Schools along established routes to specific destinations in order to attempt to achieve the maximum cost effectiveness;

WHEREAS, the Hopatcong Board of Education shall provide such services under the name of Sussex County Regional Transportation Cooperative.1

NOW THEREFORE, BE IT RESOLVED by the Andover Regional Board of Education that pursuant hereto the President and Secretary of the Andover Regional Board of Education are hereby authorized and directed to execute a duplicate of the Resolution which shall act as an agreement between the Andover Regional Board of Education and the Sussex County Regional Transportation Cooperative for the coordination of transportation of students to Public Schools and Private Schools to specific destinations upon the following terms and conditions:

1. The Andover Regional Board of Education shall pay to the Sussex County Regional Transportation Cooperative in consideration of the services it shall render pursuant to this agreement an amount to equal two percent (2.0%) of the Andover Regional Board of Education's actual cost paid for transportation of Private and Public school students to specific destinations during the 2023-2024 school year, said sum to be paid as follows in each year during the term of this agreement or any extension hereof.

Payment Due 2.0% Administrative Fees 07/30/23

(100% of estimated fees based on your 2022-2023 transportation expenses)

Initial Deposit 07/31/23

(20% of estimated charges based on your 2022-2023 transportation expenses)

20% of current annual charges 10/29/23

20% of current annual charges 12/31/23

The terms "Hopatcong Board of Education" and "Sussex County Regional Transportation Cooperative" will be used interchangeably throughout this Agreement. To ensure no confusion, both terms refer to the same legal entity, the Hopatcong Board of Education.

20% of current annual charges 02/28/24

20% of current annual charges 04/29/24

June – plus or minus final adjustments

*All 2023 summer routes shall be billed upon completion of transportation. A check will be issued on or about July 29, 2024 for all transportation funds not used. We will no longer be able to roll-over credits to the following school year.

2. The Sussex County Regional Transportation Cooperative will provide the following services:

a. routes coordinated with other districts to attempt to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;

b. statements prepared on appropriate vouchers according to the above schedule delineating costs per route;

c. computer print-outs of student lists for all routes coordinated by the Sussex County Regional Transportation Cooperative for ASSA reporting deadlines;

d. all necessary interaction and communication between the sending district, receiving school, and the respective transportation contractors;

e. timely review and revision of routes;

f. provide transportation within three days or sooner after receipt of the formal written request;

g. timely submission of contracts, renewals or addenda to the county office for approval.

3. The Andover Regional Board of Education will provide the Sussex County Regional Transportation Cooperative with the following:

a. requests for any Public and Private school students on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by Andover Regional Board of Education Secretary or other designated district personnel;

b. withdrawal for any Public or Private school students on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by the Andover Regional Board of Education Secretary or other designated district personnel; no billing adjustment will be made without this completed form; and

c. strict adherence to the above payment schedule.

4. Additional Cost – all additional costs generated by unique requests, including but not limited to mid-day runs, early dismissals, change in number of children being transported on each route, or change in mileage during the year, will be borne by the Andover Regional Board of Education.

5. Invoice Disputes – The Andover Regional Board of Education shall notify the Sussex County Regional Transportation Cooperative in writing of any dispute with any invoice, along with a reasonably detailed description of the dispute, within 30 days from the date of receipt of such invoice. Invoices for which no such timely notification is received shall be deemed accepted by the Andover Regional Board of Education as true and correct, and the Andover Regional Board of Education shall pay all amounts due under such invoices within the period set forth above. The parties shall seek to resolve all such disputes expeditiously

and in good faith. The Andover Regional Board of Education shall not withhold payment of any amount due and payable under this agreement by reason of any setoff of any claim or dispute with the

Hopatcong Board of Education and/or the Sussex County Regional Transportation Cooperative.

6. Late Payments – Invoices shall be paid within 45 days of receipt. Except for invoiced payments that have been successfully disputed, all late payments shall bear interest at the lesser of the rate of two percent (2.0%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Andover Regional Board of Education also shall reimburse the Hopatcong Board of Education under the name of the Sussex County Regional Transportation Cooperative for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this agreement or at law, which the Hopatcong Board of Education does not waive by the exercise of any rights hereunder, the Hopatcong Board of Education shall be entitled to suspend the provision of any Services provided under this Agreement if the Andover Regional Board of Education fails to pay any amounts when due hereunder.

7. Length of Agreement – This agreement and obligations and requirements herein shall be in effect between July 1, 2023 and June 30, 2024.

8. The Andover Regional Board acknowledges and agrees that prior to the start of each school year, the Sussex County Regional Transportation Cooperative is required to plan its budget and take on expenses in order to plan for the following school year. As a result, the Andover Regional Board agrees to provide written notice to the Sussex County Regional Transportation Cooperative at least 180 days before June 30th advising whether or not the Andover Regional Board will be renewing its contract with the Cooperative. If timely notice is not provided, the parties agree that the Cooperative will plan its budget and take on expense based on the assumption that the Andover Regional Board will be renewing its contract with the Cooperative for the upcoming school year. Should the Andover Regional Board notify the Cooperative it will not be renewing its contract after the notice period, the Andover Regional Board agrees to reimburse the Cooperative for any costs or expenses incurred by the Cooperative as a result of the Andover Regional Board's failure to provide timely notice. In the event this agreement is renewed, the consideration to be paid to the Cooperative set forth in Paragraph 1 hereof, shall be revised to equal two percent (2.0%) of the Andover Regional Board of Education's actual cost paid for transportation of Private and Public school students to specific destinations during the prior year.

9. Termination – The Hopatcong Board of Education under the name of Sussex County Regional Transportation Cooperative, in its sole discretion, may terminate this agreement at any time, without cause, by providing at least 30 days' prior written notice to the Andover Regional Board of Education.

10. The Hopatcong Board of Education under the name of Sussex County Regional Transportation Cooperative accepts no responsibility for a pupil's use of arranged transportation or attendance on an established route. Once assigned to a route, the billing for the pupil's reserved seat will continue until the Sussex County Regional Transportation Cooperative is otherwise noticed in writing to delete the pupil from the assigned route.

11. Force Majeure – No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any

term of this agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control.

12. Headings – The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

13. Entire Agreement – This agreement constitutes the entire and only agreement between the parties with respect to the subject matter of this agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. This agreement only may be amended by an instrument in writing over authorized signature.

14. It is a condition of this agreement that a representative from each applicable position: School Business Administrator/School Board Secretary, Special Services Director, and Transportation Supervisor attend at least one (1) Sussex County Regional Transportation Cooperative meeting on an annual basis to promote and provide effective and efficient transportation services.

13. **Participation in Joint Agreement:** Approve the following Resolution between Andover Regional Board of Education and the Sussex County Regional Cooperative for Athletic and Field Trip Transportation, if needed, for the 2023-2024 School Year:

WHEREAS, the following Boards of Education: Andover Regional, Belleville Public Schools, Bridgeton Public Schools, Byram Township, Caldwell-West Caldwell, Chester, Dover, East Orange, ESC of Morris County, Fairfield, Fairlawn, Frankford, Franklin Borough, Fredon Twp., Green Twp., Glen Ridge, Hackettstown, Hamburg Borough, Hamilton Township, Hampton Twp., Harding, Hardyston Twp., Harrison, Hawthorne, High Point Reg. H.S., Hopatcong Borough, Jefferson Twp., Kittatinny Regional, Lafayette Twp., Lakeland Regional, Lenape Regional High School District, Lenape Valley Regional, Livingston, Long Hill, Millburn, Mine Hill, Montague, Morris Hills Regional, Mount Arlington, Mountain Lakes, Mount Olive, Netcong, Newton, North Caldwell, Nutley, Ogdensburg, Old Bridge, Randolph, Rockaway Borough, Rockaway Twp., Roseland, Roxbury, Sandyston, Secaucus, South Orange/Maplewood, Sparta Twp., Stanhope, Stillwater, Summit, Sussex County ESC, Sussex County Technical School, Sussex-Wantage, s

WHEREAS, the Hopatcong Board of Education shall provide such services under the name of Sussex County Regional Transportation Cooperative.

NOW THEREFORE, BE IT RESOLVED by the Andover Regional Board of Education that pursuant hereto the President and Secretary of the Andover Regional Board of Education are hereby authorized and directed to execute a duplicate of the Resolution which shall act as an agreement between the Andover Regional Board of Education and the Sussex County Regional Transportation Cooperative for the coordination of transportation of students to Athletic and Field Trip Schools to specific destinations upon the following terms and conditions:

1. The Andover Regional Board of Education shall pay to the Sussex County Regional Transportation Cooperative in consideration of the services it shall render pursuant to this agreement an amount to

equal four percent (4.0%) of the Andover Regional Board of Education's actual cost paid for transportation of Athletic and Field Trip school students to specific destinations during the 2023-2024 school year, said sum to be paid as follows in each year during the term of this agreement or any extension hereof.

Payment Due 4.0% Administrative Fees 07/30/23

(100% of estimated fees based on your 2022-2023 transportation expenses)

Initial Deposit 07/31/23

(20% of estimated charges based on your 2022-2023 transportation expenses)

20% of current annual charges 10/29/23

20% of current annual charges 12/31/23

20% of current annual charges 02/28/24

The terms "Hopatcong Board of Education" and "Sussex County Regional Transportation Cooperative" will be used interchangeably throughout this Agreement. To ensure no confusion, both terms refer to the same legal entity, the Hopatcong Board of Education.

20% of current annual charges 04/29/24

June – plus or minus final adjustments

*All 2023 summer routes shall be billed upon completion of transportation. A check will be issued on or about July 29, 2024 for all transportation funds not used. We are no longer able to roll-over credits to the following school year.

2. The Sussex County Regional Transportation Cooperative will provide the following services:

a. routes coordinated with other districts to attempt to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;

b. statements prepared on appropriate vouchers according to the above schedule delineating costs per route;

c. computer print-outs of student lists for all routes coordinated by the Sussex County Regional Transportation Cooperative for ASSA reporting deadlines;

d. all necessary interaction and communication between the sending district, receiving school, and the respective transportation contractors;

e. timely review and revision of routes;

f. provide transportation within three days or sooner after receipt of the formal written request;

g. timely submission of contracts, renewals or addenda to the county office for approval.

3. The Andover Regional Board of Education will provide the Sussex County Regional Transportation Cooperative with the following:

a. requests for any Athletic and Field Trip students on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by Andover Regional Board of Education Secretary or other designated district personnel;

b. withdrawal for any Athletic and Field Trip school students on approved forms to be provided by the Sussex County Regional Transportation Cooperative, completed in full and signed by the Andover Regional Board of Education Secretary or other designated district personnel; no billing adjustment will be made without this completed form; and

c. strict adherence to the above payment schedule.

4. Additional Cost – all additional costs generated by unique requests, including but not limited to mid-day runs, early dismissals, change in number of children being transported on each route, or change in mileage during the year, will be borne by the Andover Regional Board of Education.

5. Invoice Disputes – The Andover Regional Board of Education shall notify the Sussex County Regional Transportation Cooperative in writing of any dispute with any invoice, along with a reasonably detailed description of the dispute, within 30 days from the date of receipt of such invoice. Invoices for which no such timely notification is received shall be deemed accepted by the Andover Regional Board of Education as true and correct, and the Andover Regional Board of Education shall pay all amounts due under such invoices within the period set forth above. The parties shall seek to resolve all such disputes expeditiously and in good faith. The Andover Regional Board of Education shall not withhold payment of any amount due and payable under this agreement by reason of any setoff of any claim or dispute with the Hopatcong Board of Education and/or the Sussex County Regional Transportation Cooperative.

6. Late Payments – Invoices shall be paid within 45 days of receipt. Except for invoiced payments that have been successfully disputed, all late payments shall bear interest at the lesser of the rate of four percent (4.0%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Andover Regional Board of Education also shall reimburse the Hopatcong Board of Education under the name of the Sussex County Regional Transportation Cooperative for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this agreement or at law, which the Hopatcong Board of Education does not waive by the exercise of any rights hereunder, the Hopatcong Board of Education shall be entitled to suspend the provision of any Services provided under this Agreement if the Andover Regional Board of Education fails to pay any amounts when due hereunder.

7. Length of Agreement – This agreement and obligations and requirements herein shall be in effect

between July 1, 2023 and June 30, 2024.

8. The Andover Regional Board acknowledges and agrees that prior to the start of each school year, the Sussex County Regional Transportation Cooperative is required to plan its budget and take on expenses in order to plan for the following school year. As a result, the Andover Regional Board agrees to provide written notice to the Sussex County Regional Transportation Cooperative at least 180 days before June 30th advising whether or not the Andover Regional Board will be renewing its contract with the Cooperative. If timely notice is not provided, the parties agree that the Cooperative will plan its budget and take on expense based on the assumption that the Andover Regional Board will be renewing its contract with the Cooperative for the upcoming school year. Should the Andover Regional Board notify the Cooperative it will not be renewing its contract after the notice period, the Andover Regional Board agrees to reimburse the Cooperative for any costs or expenses incurred by the Cooperative as a result of the Andover Regional Board's failure to provide timely notice. In the event this agreement is renewed, the consideration to be paid to the Cooperative set forth in Paragraph 1 hereof, shall be revised to equal four percent (4.0%) of the Andover Regional Board of Education's actual cost paid for transportation of Athletic and Field Trip school students to specific destinations during the prior year.

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11. Force Majeure – No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control.

12. Headings – The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

13. Entire Agreement – This agreement constitutes the entire and only agreement between the parties with respect to the subject matter of this agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. This agreement only may be amended by an instrument in writing over authorized signature.

14. It is a condition of this agreement that a representative from each applicable position: School Business Administrator/School Board Secretary, Special Services Director, and Transportation

Supervisor attend at least one (1) Sussex County Regional Transportation Cooperative meeting on an annual basis to promote and provide effective and efficient transportation services.

14. **2023-2024 School Calendar**: Approve the attached Andover Regional District School 2023-2024 school calendar, as recommended by the Superintendent of Schools.

15. **2023-2024 School Year Holiday Schedule for 10- & 12-Month Employees**: Approve the attached holiday schedules calendar for the 2023-2024 school year for the 10 and 12 month employees, as recommended by the Superintendent of Schools.

16. **Tuition Reimbursement**: Approve the following tuition reimbursement, as recommended by the Superintendent of Schools:

Name	Program	Credits	Location	Cost per Credit	Reimbursement Cost	Dates
Tom Carle	EDU 500 1462 Classroom Management Workshop	2	New Jersey City University	$805	$1,610	Spring 2023
Tom Carle	EDU 628 2750 Learning & Motivation	2	New Jersey City University	$805	$1,610	Spring 2023
Tom Carle	EDU 645 2751 Curriculum & Methods	2	New Jersey City University	$805	$1,610	Spring 2023
Jennifer Coffey	AMH1-698 Historiography & Historical Methods	3	Gettysburg College	$250	$750	Spring 2023

17. **2023-2024 School Times**: Approve the new 2023-2024 school times below, as recommended by the Superintendent of Schools.

8:30-3:30 - Regular School Day
8:30-12:30 - Early Dismissal
10:30 - 3:30 - Two Hour Delay

Roll Call Vote:

Yes: Ms. Byron, Mrs. Dunbar, Mr. Fetcho, Mr. Hertenstein, Mr. Minnick, Mr. Porter, Mrs. Sciroppo, Dr. Koroski

No: None

Abstain: None

C. CURRICULUM/INSTRUCTION:

Mrs. Dunbar moved and Mr. Minnick seconded, that the Andover Regional Board of Education approve resolutions #1-2 as presented:

1. **Professional Development Workshops:** Approve the following professional development, registration fees and mileage reimbursement, as recommended by the Superintendent of Schools.

Name	Program/Location	Date	Fees/Mileage
Richard Medwin	NJSBGA Conference Atlantic City, NJ	March 19, 20, 21 and 22, 2023	Registration: $325.00 Mileage: @ 47¢/mile Tolls: TBD Parking: TBD Meals: $147.50 Lodging: $98 + fees/night
Leo LaBarge Stephanie Oberg	Embracing the Whole Child - Promoting SEL Ramapo College, Mahwah, NJ	March 13, 2023	Registration: $160.00/ea Mileage: @ .47¢/mile/ea
Nicole Sylvester	NJASBO Conference Atlantic City, NJ	June 5-9, 2023	Registration: $275.00 Meals: $206.50 Lodging: $98 + fees/night Tolls: TBD Parking: TBD

2. **Activities/Trips**: Approve the following student activities/class trip, as recommended by the Superintendent of Schools.

Grade/ Teacher	Date/ Destination/ Purpose	# of Students & Adult Chaperones w/Names	Student Cost	Transportation	Board Cost
Jeni Moriarty 3rd Grade	May 16, 2023 Sussex County Fairgrounds, Augusta, NJ Students will engage in lessons about plant life, structure and systems.	Students: 39 Teachers: 2 Jeni Moriarty Shelley Brown ParaProfessionals: 0 Nurse: 1 Parent Chaperones:	$6.90 (ad-mission & bus)	Stocker Bus Co.	Nurse TBA

		6 TBA			
Jennifer Bogert 1st Grade & LLD	May 10 2023 Turtle Back Zoo West Orange, NJ Peer mentoring and research for non-fiction animal reports.	Students: 55 Teachers: 6 Jen Bogert Beth Skoldberg Juliane Sabo Kim Rosselli Justin Iazzetti Nicole Sauter ParaProfessionals: 7 Rosita Coye Lori Williams Brittany Kinsora Laurie Mortillo Trish Zuber Kathleen Goldberg Scott Nikolakopoulos Nurse: 1 Parent Chaperones: 9 Jessie Seaton Alisha Santos Christine Pokrywa Jen Stout Stephanie Rivetti Elyse Bilanca Reina Franceschi-LoConte Kimora Beaupierre Laurie Ann Morano	$28.00 (admission & bus)	First Student Inc.	Nurse TBA
Summer Passannante & Paige Ortega Track & Field Meets	Various Track & Field Meets 3:15pm-6:00pm	Students: 35 Teachers: 2 Summer Passannante Paige Ortega Chaperones: 0	$0	Stocker Bus @ $325.00 per bus x 6 meets to date = $1,950.00	Approx $1,9500

Roll Call Vote:

Yes: Ms. Byron, Mrs. Dunbar, Mr. Fetcho, Mr. Hertenstein, Mr. Minnick, Mr. Porter, Mrs. Sciroppo, Dr. Koroski

No: None

Abstain: None

COMMUNICATIONS TO BOARD: None at this time.

OLD and NEW BUSINESS: None at this time.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS: None at this time.

EXECUTIVE SESSION:

Mrs. Dunbar moved adoption of the following resolution:

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

NOW, THEREFORE, BE IT RESOLVED by the Andover Regional Board of Education, County of Sussex, State of New Jersey, as follows:

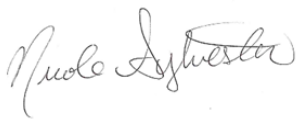
1. The public shall be excluded from discussion and action upon the hereinafter specified subject matter; 2. The general nature of the subject matter to be discussed is as follows: negotiations, legal and personnel matters; 3. It is anticipated at this time that the above stated subject matters will be made public upon resolution of all information discussed; 4. This resolution shall take effect immediately; the Board anticipates being approximately 60 minutes to discuss personnel matters and no action will be taken.

Motion was seconded by Mr. Fetcho at 8:33 p.m. and unanimously CARRIED in a voice vote.

RETURN TO REGULAR SESSION: Mr. Minnick moved to return to regular session, seconded by Mrs. Dunbar and unanimously CARRIED in a voice vote at 10:02 p.m.

Adjournment: Mrs. Dunbar moved to adjourn the meeting, seconded by Mr. Porter and approved at 10:05 p.m. and carried by a Unanimous Voice Vote call by all members in attendance.

Respectfully submitted,



Nicole Sylvester

Business Administrator/Board Secretary