

RESOLUTIONS OF THE WEST LONG BRANCH BOARD OF EDUCATION
Special Public Meeting Minutes – Virtual Meeting 7:00 p.m.
Tuesday, January 5, 2021

VISION

Our vision for the West Long Branch Public School District is to produce socially responsible students who are lifelong learners equipped with the necessary skills to succeed at the next level of secondary education.

MISSION

Our mission for the West Long Branch Public School District is to put students first! In collaboration with all stakeholders, we will provide a safe and secure learning environment free from bias, increased academic rigor, cutting edge technology, and state-of-the-art facilities.

Mrs. Skellinger called the meeting to order at 7:00 p.m.

"In accordance with the provisions of the Open Public Meetings Act, the West Long Branch Board of Education has issued notice of this meeting to be publicized by having the date, time and location of the meeting posted at Betty McElmon Elementary, Frank Antonides School and the West Long Branch Public Library and mailed to the Asbury Park Press and The Link, which have been designated as the Board's official newspapers. Notice was also filed with the Borough Clerk and sent to those persons requesting that such notice be mailed to them."

The pledge of allegiance was be led by Mrs. Skellinger

The Following Members of the Board of Education were Present:

Mrs. Cavanaugh	Mrs. Gassman	Mr. Kramer
Mr. Pringle	Mr. Riley	Mrs. Scullion
Mrs. Skellinger	Mrs. Tabakman-Plancher	Mr. Waters

Also in Attendance:

Dr. Frank Alfano,	Interim Superintendent
Corey Lowell,	School Business Administrator/Board Secretary
Viola Lordi, Esq.,	Board Attorney

STATEMENT TO THE PUBLIC

Often times it may appear to members of our audience that the Board of Education takes action with very little comment and in many cases a unanimous vote. Before a matter is placed on the agenda at a public meeting, the administration has thoroughly reviewed the matter with the Superintendent of Schools. If the Superintendent of Schools is satisfied that the matter is ready to be presented to the Board of Education, only then, is it placed on the agenda for action at a public meeting. In rare instances, matters are presented to the Board of Education for discussion at the same meeting that final action may be taken.

PUBLIC COMMENTS:

None

FINANCE RESOLUTION 1

The West Long Branch Board of Education by means of a Consent Resolution accept various resolutions of a routine and non-controversial nature at one time; and

Whereas, the below listed resolutions are hereby accepted by the said Board of Education in whole as if the same were individually acted upon:

1. WHEREAS, the United States of America, the State of New Jersey, Monmouth County and the Entity have become victims of the COVID-19 Virus and Pandemic (the "Coronavirus"); and

WHEREAS, the Coronavirus has caused economic damage and hardships to states, counties and entities throughout the United States of America; and

WHEREAS, on March 27, 2020 the Coronavirus Aid Relief and Economic Security Act (the "CARES Act") was signed by President Donald J. Trump; and

WHEREAS, the CARES Act was enacted, among other purposes, in order to combat the economic damage caused to states, counties and entities because of the Coronavirus; and

WHEREAS, Monmouth County has received CARES Act funds from the United States Treasury (the "Stimulus Funds") to be used to reimburse Monmouth County due to economic damage caused to them by the Coronavirus; and

WHEREAS, as the recipient of the "Stimulus Funds" it will be the responsibility of Monmouth County to disburse the Stimulus Funds to eligible recipients in accordance with the terms and provisions of the CARES Act and any guidelines or regulations issued by United States government or any of its agencies and/or departments; and

WHEREAS, the Freeholders have determined that it is in the best interest of the citizens of Monmouth County to dedicate a share of the funding to reimburse entities for COVID-19 related costs and expenses under the Monmouth County Schools Coronavirus Relief Fund Program "Program"; and

WHEREAS, the Freeholders will determine a budget for this program based upon "Stimulus Funds" being available on a per enrolled student basis as provided by the Monmouth County

Superintendent of Schools.

NOW, THEREFORE, it is stipulated and agreed as follows:

1. Purpose of Stimulus Funds. The Entity understands and agrees that the amount received can be used for any or all of the following items: providing distance learning (e.g., the cost of laptops to provide to students) or for in person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

United States Treasury ("Treasury") recognizes that schools are generally incurring an array of COVID-19 related expenses to either provide distance learning or to re-open. To this end, as an administrative convenience, Treasury will presume that expenses of up to \$500 per elementary and secondary school student are eligible expenditures, such that schools do not need to document the specific use of funds up to that amount.

If a Fund recipient avails itself of the presumption in accordance with the previous paragraph with respect to a school, the recipient may not also cover the costs of additional re-opening of aid to that school other than those associated with the following, in each case for the purpose of addressing COVID-19:

- Expanding broadband capacity;
- Hiring new teachers;
- Developing an online curriculum;
- Acquiring computers and similar digital devices;
- Acquiring and installing additional ventilation or other air filtering equipment;
- Incurring additional transportation costs; or
- Incurring additional costs of providing meals.

Across all levels of government, the presumption is limited to \$500 per student, e.g., if a school is funded by a state and a local government, the presumption claimed by each recipient must add up to no more than \$500. Furthermore, if a Fund recipient uses the presumption with respect to a school, any other Fund recipient providing aid to that school may not use the Fund to cover costs of additional aid to schools other than with respect to the specific costs listed above.

Further, Entity will agree that any amount received per student shall qualify as the "convenience" payment not requiring documentation to be submitted.

2. Role of County. As the recipient of the Stimulus Funds, it shall be the responsibility of Monmouth County to act as an intermediary and establish a reasonable process for the Entity to receive an eligible reimbursement from the Stimulus Funds. The Entity agrees and understands that the decision as to the eligibility for reimbursement sought by the Entity is within the sole discretion of Monmouth County.
3. Use of Stimulus Funds. The Entity understands that the Stimulus Funds represent an amount of funds which Monmouth County has received from the Federal Government for COVID-19 related expenses. The Freeholders have determined that it is in the best interest of the citizens of Monmouth County that entities be permitted to receive reimbursement which meets the eligibility requirements established by the CARES Act and the Federal Guidelines.
4. Processing of Claims. Monmouth County will provide reimbursement in an amount per student based on the enrollment information certified by the entity on Attachment A provided with this agreement.
5. Non-Liability of Monmouth County. The Entity understands that Monmouth County cannot guaranty that a reimbursement is eligible for payment.
6. Indemnification by Entity. The Entity acknowledges that the role of Monmouth County as to the distribution of the Stimulus Funds shall be as an intermediary. Consequently, if, as the result of any audit performed by the Treasury or any other auditing agency, department or office of the United States Government, State of New Jersey, or County determines that any reimbursement made to the Entity by Monmouth County from the Stimulus Funds was not eligible for reimbursement, then the Entity shall repay any ineligible reimbursement within the time mandated by the Treasury or the agency, department or office of the United States Government for the return of any Stimulus Funds. The Entity shall indemnify and hold harmless Monmouth County from any claim made by the Treasury or any agency, department or office of the Government of the United States for the return of any payment received by the Entity from the Stimulus Funds. Included in the claim for reimbursement shall be any legal fees, court costs or professional fees incurred by Monmouth County in defense of any claim made for return of any Stimulus Funds received by the Entity.
7. Documents Required and Preservation of Records. Any application for reimbursement must be sufficiently documented so that Monmouth County can determine the eligibility of the claim for reimbursement including a provision whereby the Entity certifies that it has not applied to the State or Federal governments or any insurer for the reimbursement of the same claim submitted to Monmouth County. The Entity agrees that it will not destroy or discard any documents or records maintained and/or relied upon by the Entity until December 31, 2027. Monmouth County shall have the right to make copies of any documents or records pertinent to the claim for Stimulus Funds and the Entity shall provide Monmouth County with reasonable access to the documents and records.

8. Funding Reimbursement. Monmouth County will provide reimbursement for eligible expenditures incurred by participating entities for the period that begins March 1, 2020 and ends on December 30, 2020 provided that actual delivery of goods and/or services has been completed by December 30, 2020.
9. Subsequent Funds. Should Monmouth County be in receipt of any additional funds provided by the United States Government and/or the State of New Jersey to combat the Coronavirus for which the Entity may be eligible to receive payment, at the discretion of Monmouth County, the terms and provisions of this Agreement shall apply to the disposition and processing of those claims.
10. Compliance with Federal Law and New Jersey Law. The Entity acknowledges that the Stimulus Funds are subject to the oversight of the United States government and its agencies. Consequently, in incurring expenses for which reimbursements will be sought from the Stimulus Funds, the Entity shall adhere to the procedures established by the Federal government.

As a subrecipient of federal funds, Entity hereby specifically acknowledges its obligations relative to the expenditure reimbursement provided under this Agreement and pursuant to Federal cost principles, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as applicable under other federal, state and local laws, including, but not limited to:

- a. Fiscal and account procedures;
 - b. Accounting records;
 - c. Internal control cover cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
11. Applicable Law and Attorney Fees. Any action for the enforcement of any term or provision of this Agreement shall be governed by the law of the State of New Jersey and shall be filed in the Superior Court of the State of New Jersey, Monmouth County.
 12. Duration of Agreement. This Agreement shall begin on the date first written and shall continue until either party terminates it upon thirty (30) days written notice, the depletion of the Stimulus Funds, or the end of the program period, whichever event occurs sooner.

13. Approval. By signing below the individual signing this Agreement represents that this Agreement has been approved and ratified by the governing body of the Entity.
14. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
15. Notices. Any notices that are provided pursuant to this Contract shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Hall of Records, Room 236
1 East Main Street
Freehold, NJ 07728
Attn: Michael D. Fitzgerald, County Counsel
Email: michael.fitzgerald@co.monmouth.nj.us
Fax: 732-431-0437

To the Entity:

Name: West Long Branch Public Schools
Dr. Frank Alfano, Interim Superintendent
Address: 135 Locust Avenue, West Long Branch, NJ 07764
Email: falfano@wlbschools.com Phone: 732-222-5900 X 1302
Fax: 732-222-9325

16. Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder of the Agreement will continue in full force and effect.
17. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.
18. Amendment. This Agreement cannot be modified in any way except in writing signed by the parties to the Agreement.
19. Assignment. This agreement will not be assignable by "Entity" in whole or in part without the prior written consent of the "County".

Motion offered by Mr. Waters and seconded by Mrs. Gassman was approved by a roll call vote of 7/0/2 with Mr. Kramer and Mrs. Tabakman-Plancher abstaining

PERSONNEL RESOLUTIONS 1-2

The West Long Branch Board of Education by means of a Consent Resolution accept various resolutions of a routine and non-controversial nature at one time; and

Whereas, the below listed resolutions are hereby accepted by the said Board of Education in whole as if the same were individually acted upon:

1. Move to approve, the appointment of Ms. Christina Egan to the position of Superintendent of Schools of the West Long Branch School District for a term commencing on February 22, 2021 and expiring July 1, 2024, at a salary as follows:
 - February 22, 2021 - June 30, 2021 – \$145,000.00 prorated for the aforementioned period of time;
 - July 1, 2021 - June 30, 2022 - \$145,000.00;
 - July 1, 2022 - June 30, 2023 - \$150,000.00; and
 - July 1, 2023 - June 30, 2024 - \$155,000.00.
2. Move to approve, the Employment Contract between the Board of Education and Ms. Egan, which has been approved by the Interim Executive County Superintendent of Schools.

The Board President and the Business Administrator/Board Secretary, as the attesting witness, are hereby authorized to sign the aforementioned Employment Contract on behalf of the Board of Education.

Motion offered by Mr. Pringle and seconded by Mr. Riley was approved by a roll call vote of 7/0/2 with Mrs. Tabakman-Plancher and Mr. Waters abstaining.

DISCUSSION ITEMS:

NJSBA Legislative Delegate/ MCSBA

Mary Gassman

- None

Foundation

Meaghan Cavanaugh

- None

PTA

Christine Skellinger

- None

Borough of West Long Branch Liaison

Mary Gassman

- None

Business Administrator/ Board Secretary

Corey Lowell

- None

Interim Superintendent Comments

Dr. Frank Alfano

- None

PUBLIC COMMENTS:

- Ms. Savoia congratulated Mrs. Egan

MOTION TO ADJOURN

Motion offered by Mrs. Tabakman-Plancher and seconded by Mr. Pringle was approved by a voice vote of 9/0 at 7:14 p.m.

Respectfully Submitted,

Corey Lowell
School Business Administrator/Board Secretary