The regular meeting of the Creativity CoLaboratory Charter School Board of Trustees, County of Salem, State of New Jersey, was held at 457 Shirley Road, Elmer on November 5, 2019 at 8:15 am.

The pledge to the flag was led by Mr. Rowan

Members present: Mr. Daniel Rowan, Mr. Robert Cimprich, Ms. Claire Riggs.

Members absent: Ms. Lorraine Hill.

Also present: Ms. Cori Solomon, Dr. Joseph Conway.

Open Meeting

The meeting opened at 8:15 am at which time the following was stated: “The New Jersey Open Public Meetings Law was enacted to ensure the rights of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Creativity CoLaboratory Charter School has caused notice of this meeting to be published by having the date, time, and place thereof posted on the office door of the Creativity CoLaboratory Charter School and in the Elmer Times and the South Jersey Times publications.

Minutes

The approval of the minutes of the October 8, 2019 meeting was tabled until the November 12, 2019 meeting.

Personnel

Motion by Mr. Cimprich and seconded by Ms. Riggs that the board approve the early release of Lori Vilary from her contract effective November 12, 2019 provided that she close out any HIBs currently in process to the satisfaction of the board. Unanimously approved.

Itinerant Shared Services

Motion by Mr. Cimprich and seconded by Ms. Riggs to approve the Salem County Special Services Itinerant/Shared Services Agreement. (See pages 293-295) Unanimously approved.

Meeting Schedule

Motion by Mr. Cimprich and seconded by Ms. Riggs to approve the board of trustees meeting schedule for the remainder of 2019-2020. (See page 296) Unanimously approved.

Executive Session

RECESS INTO EXECUTIVE SESSION
Motion made by Mr. Cimprich and seconded by Ms. Riggs to recess into executive session at 9:15am. Unanimously approved.

Motion made by Mr. Cimprich and seconded by Ms. Riggs to end executive session at 10:05am. Unanimously approved.
RESUMPTION OF PUBLIC PORTION OF THE MEETING

Motion at 10:06am by Mr. Cimprich and seconded by Ms. Riggs to open the public portion of the meeting.
Unanimously approved.

No public comment occurred.

Motion by Mr. Cimprich and seconded by Ms. Riggs to close the public portion of the meeting.
Unanimously approved.

Motion by Mr. Cimprich and seconded by Ms. Riggs that the board of trustees adjourn at 10:17am.
Unanimously approved.
ITINERANT/SHARED SERVICES AGREEMENT
2019-2020

THIS AGREEMENT, as of the date set forth below, is entered into between SALEM COUNTY SPECIAL SERVICES SCHOOL DISTRICT BOARD OF EDUCATION ("SCSSSD") and Creativity CoLaboratory Charter School Board of Education.

SCSSSD has developed an Itinerant/Shared Services program in an effort to respond to the requests of the Local Districts for onsite therapeutic intervention. The Local District may provide for these services directly or through contracted services with outside agencies or by agreement with other boards of education. The individuals employed maintain all required licensure and certification in their respective fields.

Through this Agreement, SCSSSD shall provide to the Local District Itinerant/Shared Services for students to assist the Local District in fulfilling its responsibility in providing related services in accordance with applicable law. SCSSSD will recruit, interview and employ the professionals needed to provide Itinerant/Shared Services. Professionals will be assigned and evaluated by SCSSSD. Local Districts may not request specific services providers by name. Itinerant/Shared Services shall be provided in the local school or private school.

The Local District agrees to make payments for services to SCSSSD within 90 days of the billing date or a 5% finance charge will be assessed. In addition to direct student contact time, Districts will be billed for time spent in preparation, scheduling students, consultation with teachers, travel, documentation, therapy notes, report writing and phone calls related to student services.

1. Compensation

Charges shall be based on the following rates:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Occupational Therapy Evaluation</td>
<td>$350.00 Per Eval</td>
</tr>
<tr>
<td>Physical Therapy Evaluation</td>
<td>$350.00 Per Eval</td>
</tr>
<tr>
<td>Speech and Language Evaluation</td>
<td>$350.00 Per Eval</td>
</tr>
<tr>
<td>Speech Evaluation (Articulation, Fluency, Voice)</td>
<td>$250.00 Per Eval</td>
</tr>
<tr>
<td>Augmentative/Alternative Communication</td>
<td>$500.00 Per Eval</td>
</tr>
<tr>
<td>Occupational Therapy</td>
<td>$92.00 Per Hour</td>
</tr>
<tr>
<td>Physical Therapy</td>
<td>$92.00 Per Hour</td>
</tr>
<tr>
<td>Speech/Language Therapy</td>
<td>$89.00 Per Hour</td>
</tr>
<tr>
<td>Psychological Evaluation</td>
<td>$375.00 Per Eval</td>
</tr>
<tr>
<td>Reading Specialist Evaluation</td>
<td>$375.00 Per Eval</td>
</tr>
<tr>
<td>Learning Evaluation</td>
<td>$375.00 Per Eval</td>
</tr>
<tr>
<td>Social History Evaluation</td>
<td>$375.00 Per Eval</td>
</tr>
<tr>
<td>Home Instructor</td>
<td>$50.00 Per Hour</td>
</tr>
<tr>
<td>Transportation Aide (Bus) 2 Hour Minimum</td>
<td>$33.00 Per Hour</td>
</tr>
<tr>
<td>Reading Specialist</td>
<td>$88.00 Per Hour</td>
</tr>
<tr>
<td>Special Education Instruction</td>
<td>$88.00 Per Hour</td>
</tr>
<tr>
<td>Counseling</td>
<td>$88.00 Per Hour</td>
</tr>
</tbody>
</table>
LDTC Services $445.00 Per Diem
Teacher of the Handicapped $445.00 Per Diem
Psychological Services $445.00 Per Diem
Social Worker Services $445.00 Per Diem

CFY (Clinical Fellowship Year) Supervision $2500.00 Per Year
For Speech Therapists

The Local District will be billed monthly. All billing will be done on half hour increments. All additional costs generated by unique requests will be borne by the Local District.

2. Cross-Indemnification

The parties agree to indemnify and hold one another harmless for all liability and cost, including reasonable attorneys’ fees, resulting from any claim due to indemnifying party’s act or omission to act under this Agreement.

3. Term

This agreement shall be effective July 1, 2019 and shall continue through June 30, 2020.

4. Non-competition Clause

The Local District agrees that it will not enter into nor solicit any contract or agreement with any provider as a result of this agreement under the terms of this contract for one year following termination of such relationship. The parties agree that the non-competition clause contained herein is reasonable and shall abide by same.

5. Mutual Agreement

The Local District and SCSSSD agree to abide by the following:

A. Each of the parties agree to take action, execute and deliver such additional documents as may be necessary or appropriate to carry out the terms of this Agreement.

B. This Agreement shall be governed by, construed and interpreted under the common and statutory law of the State of New Jersey, unless superseded by any applicable Federal law or regulation.

C. This Agreement shall be binding upon and inure to the benefit of the parties herein, their successors and assigns. The rights and obligations may not be assigned without prior notice.

D. If any paragraph, portion of any paragraph or part of this Agreement is determined to be invalid, null or void for any reason whatsoever, then remaining parts or portions of this Agreement shall continue in full force and effect and shall not be affected in any way by the parts or portions determined to be invalid.

6. Entire Agreement

This Agreement contains the entire agreement between the parties as to such itinerant/shared services superseding all prior agreements or understanding of the parties relating thereto.
7. Amendments

This Agreement may be amended only by the written consent of the parties.

8. Waiver

Any term or provision of the Agreement may be waived in writing at any time by the party entitled to the benefit thereof. The failure of either party at any time to require performance of any provision of this Agreement shall not affect the right at a later time to enforce such provision. No consent or waiver by either party to any default or to any breach of a condition or term of this Agreement shall be deemed or construed to be a consent or waiver to any other breach or default.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below:

Attest:  

SALEM COUNTY SPECIAL SERVICES SCHOOL DISTRICT

Dated: 8-26-2019  

Linwood Donelson III, President

Dated: 8-26-2019

Attest:  

Creativity CoLaboratory Charter School District

BOARD OF EDUCATION

Dated: 11/5/2019

School Business Administrator
PUBLIC NOTICE RESOLUTION

At its Meeting held on Tuesday, November 5, 2019, the Creativity CoLaboratory Charter School designated the second Tuesday of each month as the regular meeting date for the Board of Trustees, unless noted. All regular meetings, therefore, shall be held on the following dates:

- Jan. 14, 2020
- April 14, 2020
- Nov. 12, 2019
- Feb. 11, 2020
- May 17, 2020
- Dec. 10, 2019
- Mar. 10, 2020
- Jun. 9, 2020

The schedule for regular meetings shall be in effect until the next Annual Reorganization Meeting of the Board of Trustees or in the case of a regular meeting date falling on a holiday, unless altered by the Board of Trustees, in which case due public notice will be provided.

Meetings will commence at 4:30pm and will be conducted on the main floor of the Appel Farm Arts & Music Center office.

These meetings will be held for whatever business that may come before the Board of Trustees and formal action may be taken at any or all of these specified meetings.

Notice of any special meeting of the Board of Trustees, other than those designated above, shall be forwarded to the Elmer Times and South Jersey Times, both being newspapers designated by the Board of Trustees to receive notice under the provisions of the New Jersey Open Public Meetings Law at least 48 hours prior to such meetings being held. Public Notice of any special meeting shall also be posted at least 48 hours prior to its occurrence.

Richelle Baughn  
Board Secretary