

**Brilla New Jersey Charter School
Board of Trustees Meeting Minutes
July 11, 2023**

The meeting was called to order at 5:37 pm.

Roll Call

Trustees Present

- Robert Guarasci, President
- Sole Anselmi
- Martin Vergara
- Msgr. Geno Sylva
- Sailys Cabral
- Stephanie Saroki de Garcia, Seton Education Partners, nonvoting ex officio
- Jolleen Wagner, Seton Education Partners, nonvoting, ex officio

Administrators Present

- Kelly O'Brien, Principal
- Rick Pressler, School Business Administrator/Board Secretary

Approval of Prior Minutes

23.73. Moved by Mr. Vergara and seconded by Msgr. Sylva to approve the minutes of the meetings held on June 13, 2023.

Approved unanimously.

1. Correspondence

Correspondence from NJDOE – related to final visit. Data provided to answer questions.

2. Board Secretary/Business Administrator Finance Reports

23.74. Approval of Bills List. Moved by Msgr. Sylva and seconded by Mr. Vergara that the Board of trustees approves the payment of the following bills in the amounts listed and to attach a complete copy of these bills to the minutes of this meeting: Bills List for June 1, 2023 through June 30, 2023, in the amount of \$87,314.90. (See page 7.)

Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes
Sailys Cabral	Yes

Approved.

23.75 Bank Reconciliation Report for May 2023 tabled.

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Board Secretary’s Report

23.76 Board Secretary Report Certification

Pursuant to N.J.A.C. 6 A:23-16.10 (c) 3, I certify that as of May 31, 2023, no budgetary line item account has encumbrances and expenditures, which in total exceed the line item appropriation in violation of N.J.A.C. 6:23a-16.10 (c) 3.



7/11/23

Richard Pressler, Board Secretary

Date

Moved by Msgr. Sylva and seconded by Mr. Vergara that the Board of Trustees certify, pursuant to N.J.A.C. 6A:23A-16.10(c)4, that after review of the secretary’s monthly financial reports for May, 2023, (appropriation section) and upon consultation with the appropriate district officials, that to the best of our knowledge no major accounts or funds has been over expended in violation of N.J.A.C. 6A:23-16.10(b) and that sufficient funds are available to meet the district’s financial obligations for the remainder of the fiscal year.

Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes
Sailys Cabral	Yes

Approved.

(See page 10.)

3. Resolutions

23.77. Approval of Memorandum of Understanding with El Camino. Moved by Msgr. Sylva and seconded by Mr. Vergara that the Board of Trustees approve the MOU with El Camino to provide after school services and other services as specified in the agreement (see page 19).

Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes
Sailys Cabral	Yes

Approved.

23.78. Approval of New Hires. Moved by Ms. Cabral and seconded by Mr. Vergara that the Board of Trustees approve the following personnel for hire/stipend agreements:

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Salary/Stipend	Staff First Name	Staff Last Name	Position	Start Date	Annualized Amount
Salary	David	Bower	FAA Teacher	7/31/2023	83,100
Salary	Lorelei	Camejo	Teacher	7/31/2023	72,100
Salary	Kawaljit	Kalsi	Learning Disabilities Teacher Consultant	7/31/2023	85,100
Stipend	Kawaljit	Kalsi	Learning Disabilities Teacher Consultant	7/31/2023	1,000
Salary	Roshanah	Morgan	Teacher	7/31/2023	63,500
Salary	Winston	Solomon	Physical Education Teacher	7/31/2023	65,000
Stipend	Winston	Solomon	Physical Education Teacher	7/31/2023	750

Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes
Sailys Cabral	Yes

Approved.
(See page 25.)

23.79

Approval of Agreements with Northern Region Educational Services Commission. Moved by Ms. Anselmi and seconded by Msgr. Sylva that the Board of Trustees approve the agreements for Special Education and related services with the Northern Region Educational Services Commission, including contracts for School Psychologist services, Occupational Therapy Services, Physical Therapy services, and Speech Language services. (See page 26.)

Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes
Sailys Cabral	Yes

Approved.

23.80 Approval of Copier Lease Agreement with De Lage Landen Financial Services, Inc. Moved by Mr. Vergara and seconded by Ms. Cabral that the Board of Trustees approve the lease agreement with De Lage Landen Financial Services for the procurement of an HP Designjet multipurpose

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printer/scanner/copier for four years at a monthly rate of \$157.95, the total cost not to exceed \$7600. (See page 31.)

Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes
Sailys Cabral	Yes

Approved.

23.81 Approval of Teaching Assistant Job Description. Moved by Ms. Anselmi and seconded by Mr. Vergara that the Board of Trustees approve the job description for Teaching Assistant. (See page 33.)

Approved unanimously.

23.82 Approval of Revision to Special Education Program Moved by Mr. Vergara and seconded by Msgr. Sylva that the Board of Trustees approve the attached revisions to the Special Education Program. (See page 36.)

Approved unanimously.

23.83 Approval of Contract with Breeah Carey of Breeze Educational Services for Speech related services. Moved by Mr. Vergara and seconded by Ms. Cabral that the Board of Trustees approve the contract with Breeah Carey of Breeze Educational Services, the total amount not to exceed \$40,000. (See page 37.)

Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes
Sailys Cabral	Yes

Approved.

23.84 Approval of agreement to join the New Jersey School Boards Association Cooperative Pricing System. Moved by Msgr. Sylva and seconded by Mr. Vergara that the Board of Trustees approve the contract with the New Jersey School Boards Association Cooperative Pricing System. (See page 42.)

24 Robert Guarasci	Yes
Sole Anselmi	Yes
Martin Vergara	Yes
Msgr. Geno Sylva	Yes

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Sailys Cabral	Yes
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Approved.

4. Adjournment

Moved by Ms. Cabral and seconded by Ms. Anselmi that the Board of Trustees adjourn the meeting at 6:13 pm.

Approved unanimously.

Brilla New Jersey Charter School

**Resolution of the Board of Trustees
(Resolution 23-73)**

Approval of Meeting Minutes for June 13, 2023

Whereas, after the reviewing the attached minutes, the Board of Trustees have determined that they accurately reflect all actions taken by the Board on the aforementioned dates,

It is Therefore Resolved, that the Board of Trustees hereby approves the attached minutes for the date June 13, 2023..

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.

Robert Guarasci
Signature

7/11/23
Date

Brilla New Jersey Charter School

**Resolution of the Board of Trustees
(Resolution 23-74)
Approval of Bill List for June 2023**

Whereas, after reviewing the attached Bills List, the Board of Trustees have determined that all expenditures listed are consistent with the school's budget and appear appropriate based on the recommendations of the School Leader and Board Secretary,

It is Therefore Resolved, that the Board of Trustees hereby approves the payment of the following bills in the amounts listed and to attach a complete copy of these bills to the minutes of this meeting: Bills List for June 1, 2023 through June 30, 2023, in the amount of \$ \$131,282.86.

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.


Signature


Date

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N0043	4/30/23	Seton Education Partners CMO Fee March 2023	Check voided on 6/28/2023 (19,125.00)	P202400005	20-455-223-500-000-096
00035	6/7/23	WB Mason Assorted supplies	16,611.96	P202400068	11-000-262-610-000-071
00036	6/7/23	Passaic County Parks Dept. Recruitment event	150.00	P202400070	11-000-230-600-000-058
00037	6/7/23	Passaic County Parks Dept. Receuitment event	326.00	P202400070	11-000-230-600-000-058
N0048	6/14/23	CBIZ Benefits and Insurance Services Payroll Fees - 6.14.23	48.24	P202400083	20-455-230-500-000-096
N0050	6/15/23	Payroll Employer Taxes incl FICA SUI etc. 403b Match by School Founding Principal Director of Operations Assist SBA Salary	1,213.63 425.01 5,833.33 4,583.51 3,750.14	P202400013 P202400013 P202400013 P202400013 P202400013	11-000-291-220-000-054 11-000-291-240-000-054 20-455-230-104-000-096 20-455-230-105-000-096 20-455-251-102-000-096
Total Check Amount:			<u>15,805.62</u>		
00038	6/16/23	Johnston Law Firm General Counseling	3,267.70	P202400075	20-455-230-331-000-096
00039	6/22/23	School Health Supply Assorted Medical Nursing Supplies	1,477.94	P202400035	11-000-213-610-000-071
00040	6/22/23	Great Minds ELA Curriculum instructional materials	716.00	P202400044	11-190-100-610-000-047
00041	6/22/23	Butler Sign Company Exterior signage	4,178.00	P202400067	11-000-262-610-000-071
00042	6/28/23	Seton Education Partners As Per Contract 7/1/22 As Per Contract 7/1/22 As Per Contract 7/1/22	19,125.00 19,125.00 19,125.00	P202400005 P202400005 P202400005	20-455-223-500-000-096 20-455-223-500-000-096 20-455-223-500-000-096
Total Check Amount:			<u>57,375.00</u>		
00043	6/28/23	Great Minds ELA Curriculum	3,702.27	P202400072	11-190-100-610-000-047
00044	6/29/23	Just Right Reader ELA Curriculum instructional materials	6,966.00	P202400045	11-190-100-610-000-047
N0049	6/30/23	CBIZ Benefits and Insurance Services Payroll Fees - Remainder of startup	9.75	P202400083	20-455-230-500-000-096

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N0051	6/30/23	Payroll			
		Employer Taxes incl FICA SUI etc.	1,201.39	P202400013	11-000-291-220-000-054
		403b Match by School	425.01	P202400013	11-000-291-240-000-054
		Founding Principal	5,833.33	P202400013	20-455-230-104-000-096
		Director of Operations	4,583.51	P202400013	20-455-230-105-000-096
		Assist SBA Salary	3,750.14	P202400013	20-455-251-102-000-096
		Total Check Amount:	<u>15,793.38</u>		
00045	7/6/23	Apple, Inc.			
		Mac Book Pro Computers	14,647.50	P202400084	11-190-100-610-000-047
		20 Mac Book Pro Computers	9,332.50	P202400084	20-455-100-600-000-096
		Total Check Amount:	<u>23,980.00</u>		
The Grand Total of all Checks from Fund 11 is:			52,040.71		
The Grand Total of all Checks from Fund 20 is:			79,242.15		
The Grand total of all checks for this period is:			131,282.86		

Brilla New Jersey Charter School**Resolution of the Board of Trustees
(Resolution 23-76)
Board Secretary Report for May 2023**

Whereas, after reviewing the attached Board Secretary Report for the Month of May 2023, the Board of Trustees have determined, based on the information and certification presented by the Board Secretary, that the school's internal accounting records agree with the school's bank statement and no expenditure accounts have been over expended,

It is Therefore Resolved, that the Board of Trustees certify, pursuant to N.J.A.C. 6A:23A-16.10(c)4, that after review of the secretary's monthly financial reports for May 2023 (appropriation section) and upon consultation with the appropriate district officials, that to the best of our knowledge no major accounts or funds has been over expended in violation of N.J.A.C. 6A:23-16.10(b) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.



Signature



Date

Interim Balance Sheet

ASSETS AND RESOURCES

ASSETS

101 Cash in checking account	\$ 904,072.87	
102-106 Other cash equivalents	\$ 0.00	
Total cash		\$ 904,072.87
111 Investments		\$ 0.00
114 Investment interest receivable		\$ 0.00
121 Tax levy receivable		\$ 0.00
Accounts receivable		
132 Interfund	\$ 0.00	
141 Intergovernmental - state	\$ 0.00	
142 Intergovernmental - federal	\$ 0.00	
143 Intergovernmental - other	\$ 0.00	
153 Other Accounts Receivable	\$ 0.00	
		\$ 0.00
Loans receivable		
131 Interfund	\$ 0.00	
151 Other Loans Receivable	\$ 0.00	
		\$ 0.00
181 Prepaid Expenses		\$ 0.00
191 Deposits		\$ 0.00
199 Other current assets		\$ 0.00

RESOURCES

301 Estimated revenues (from adjusted budget)	\$ 4,865,628.00	
302 Less: revenues collected or accrued	\$ (1,050,452.36)	
		\$ 3,815,175.64
TOTAL ASSETS AND RESOURCES		\$ 4,719,248.51

LIABILITIES AND FUND EQUITY

LIABILITIES

401 Interfund loans payable	\$ 0.00
402 Interfund accounts payable	\$ 0.00
411 Intergovernmental accounts payable - state	\$ 0.00
412 Intergovernmental accounts payable - federal	\$ 0.00
413 Intergovernmental accounts payable - other	\$ 0.00
421 Accounts payable	\$ (17,461.25)
422 Judgments payable	\$ 0.00
430 Compensated absences payable	\$ 0.00
431 Contracts payable	\$ 0.00
451 Loans payable	\$ 0.00
461 Accrued Salaries and Benefits	\$ 0.00
471 Payroll deductions and withholdings	\$ 0.00
481 Deferred revenues	\$ 0.00
499 Other current liabilities	\$ 0.00
Total liabilities	\$ (17,461.25)

FUND EQUITY

Appropriated:

753 Reserve for encumbrances - current year			\$	88,263.98	
754 Reserve for encumbrances - prior year			\$	0.00	
760 Other reserves			\$	0.00	
771 Designated Fund Balance			\$	0.00	
772 Designated Fund Balance - ARRA/SEMI			\$	0.00	
601 Appropriations		\$	4,969,456.00		
602 Less: expenditures	\$	128,918.24			
603 Less: encumbrances	\$	88,263.98	\$	(217,182.22)	\$
Appropriations less expenditures				<u>4,752,273.78</u>	\$
					4,840,537.76

Unappropriated:

770 Fund Balance, January 1, 2023			\$	0.00	
303 Less: budgeted fund balance			\$	(103,828.00)	
Unappropriated fund balance					\$
Total fund equity					<u>(103,828.00)</u>
					<u>4,736,709.76</u>

TOTAL LIABILITIES AND FUND EQUITY

\$ 4,719,248.51

RECAPITULATION OF FUND BALANCE - CURRENT YEAR ACTIVITY

	Budgeted	Actual	Variance
Appropriations	\$ 4,969,456.00	\$ 217,182.22	\$ 4,752,273.78
Less: Revenues	\$ (4,865,628.00)	\$ (1,050,452.36)	\$ (3,815,175.64)
Subtotal	<u>\$ 103,828.00</u>	<u>\$ (833,270.14)</u>	<u>\$ 937,098.14</u>
Less: adjustment to appropriations for Prior Year Encumbrances	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total current year budgeted fund balance	\$ 103,828.00	\$ (833,270.14)	\$ 937,098.14
Add: Unappropriated fund balance			\$ (103,828.00)
Total of budgeted and unappropriated fund balance			<u>\$ 833,270.14</u>

Revenues/Sources of Funds

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	103,828.00	0.00	103,828.00	(833,270.14)	937,098.14
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	4,578,375.00	0.00	4,578,375.00	1,050,452.36	3,527,922.64
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	287,253.00	0.00	287,253.00	0.00	287,253.00
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Totals		4,969,456.00	0.00	4,969,456.00	217,182.22	4,752,273.78

Fund 11 (Current Expense Fund)

Account Group	Group Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Instructional Expense		1,661,148.00	0.00	1,661,148.00	6,644.59	33,672.77	1,620,830.64	0.00
Administrative		1,480,943.00	(5,000.00)	1,475,943.00	93,703.45	47,073.34	1,335,166.21	8,683.25
Support Services		1,827,365.00	5,000.00	1,832,365.00	28,570.20	7,517.87	1,796,276.93	0.00
Grand Totals for fund 11:		4,969,456.00	0.00	4,969,456.00	128,918.24	88,263.98	4,752,273.78	8,683.25

Fund 12 (Capital Outlay Fund)

Account Group	Group Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Grand Totals for fund 12:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Totals for all Subfunds of Fund 10:		4,969,456.00	0.00	4,969,456.00	128,918.24	88,263.98	4,752,273.78	8,683.25

Revenues Summary

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	103,828.00	0.00	103,828.00	(833,270.14)	937,098.14
10-1200-000-011	Equalization/Lcl Lvy Aid-Local	429,405.00	0.00	429,405.00	0.00	429,405.00
10-1200-000-012	Equalization/Lcl Lvy Aid-State	3,148,970.00	0.00	3,148,970.00	0.00	3,148,970.00
10-1510-000-023	Interest	0.00	0.00	0.00	0.00	0.00
10-1900-000-023	Other Sources	0.00	0.00	0.00	452.36	(452.36)
10-1920-000-035	Contributions/Donations	1,000,000.00	0.00	1,000,000.00	1,050,000.00	(50,000.00)
10-1920-001-023	Fundraising	0.00	0.00	0.00	0.00	0.00
10-1980-000-023	Refund of Prior Yr Exp	0.00	0.00	0.00	0.00	0.00
10-1990-000-023	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
10-3100-000-012	Equalization/Lcl Lvy Aid-State	0.00	0.00	0.00	0.00	0.00
10-3130-000-015	Categorical Aid - Spec Ed	197,477.00	0.00	197,477.00	0.00	197,477.00
10-3177-000-016	Categorical Security Aid	89,776.00	0.00	89,776.00	0.00	89,776.00
10-3195-000-021	Consolidated Aid	0.00	0.00	0.00	0.00	0.00
10-3902-000-021	T.P.A.F Social Security Aid	0.00	0.00	0.00	0.00	0.00
10-4210-000-023	Federal Charter School Grant	0.00	0.00	0.00	0.00	0.00
Grand Totals		4,969,456.00	0.00	4,969,456.00	217,182.22	4,752,273.78

Minimum Expense General Ledger Report

Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-110-100-101	Kindergarten - Sal of Teachers	272,000.00	0.00	272,000.00	0.00	0.00	272,000.00	0.00
11-120-100-101	Grades 1-5 - Sal of Teachers	340,000.00	0.00	340,000.00	0.00	0.00	340,000.00	0.00
11-150-100-101	Substitute Teacher(per diem)	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
11-190-100-101	Sal of Teachers	272,000.00	0.00	272,000.00	0.00	0.00	272,000.00	0.00
11-190-100-102	Merit Bonus Pool	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00
11-190-100-221	Team Lead Stipends	40,000.00	0.00	40,000.00	0.00	0.00	40,000.00	0.00
11-190-100-500	Other Purchased Services (400-500 Series)	74,000.00	0.00	74,000.00	0.00	0.00	74,000.00	0.00
11-190-100-610	General Supplies-Instructional	434,148.00	0.00	434,148.00	6,644.59	33,672.77	393,830.64	0.00
11-190-100-890	Miscellaneous	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00	0.00
11-222-100-101	Salaries of Teachers	204,000.00	0.00	204,000.00	0.00	0.00	204,000.00	0.00
Instructional Expense		1,661,148.00	0.00	1,661,148.00	6,644.59	33,672.77	1,620,830.64	0.00
11-000-230-100	Salaries	78,825.00	325.00	79,150.00	325.00	0.00	78,825.00	0.00
11-000-230-330	School Physician Svcs	342,500.00	0.00	342,500.00	0.00	3,670.62	338,829.38	0.00
11-000-230-331	Legal Services	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00
11-000-230-332	Legal Services	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00	0.00
11-000-230-332	Audit Fees	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00
11-000-230-530	Communications/Telephone	29,450.00	0.00	29,450.00	0.00	0.00	29,450.00	0.00
11-000-230-590	Other Purchased Services (400-500 Series)	20,000.00	38,013.17	58,013.17	27,552.50	30,460.67	0.00	0.00
11-000-230-600	Supplies & Materials	257,890.00	(43,013.17)	214,876.83	10,952.59	1,582.50	202,341.74	0.00
11-000-230-890	Miscellaneous Expenditures	44,450.00	(325.00)	44,125.00	425.00	0.00	43,700.00	0.00
11-000-251-592	Other Purchased Services (400-500 Series)	135,482.00	0.00	135,482.00	0.00	0.00	135,482.00	0.00
11-000-252-330	IT Consultant and Services	51,350.00	0.00	51,350.00	0.00	0.00	51,350.00	0.00
11-000-290-500	Other Purchased Services (300-500 Series)	56,956.00	0.00	56,956.00	799.00	0.00	56,157.00	0.00
11-000-290-890	Bank Fees	41,300.00	0.00	41,300.00	12,344.53	2,645.00	26,310.47	0.00
11-000-290-895	Board Training	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
11-000-291-220	FICA (Unreimbursed)	27,540.00	5,000.00	32,540.00	24,518.33	5,668.52	2,353.15	0.00
11-000-291-240	PERS Assessment	20,000.00	(5,000.00)	15,000.00	6,953.97	3,046.03	5,000.00	0.00
11-000-291-250	NJ Unemployment Insurance	22,007.00	0.00	22,007.00	0.00	0.00	22,007.00	0.00
11-000-291-260	Workers Compensation	35,193.00	0.00	35,193.00	0.00	0.00	35,193.00	0.00
11-000-291-270	Med, Den, Life & Dis, Vision	291,000.00	0.00	291,000.00	9,832.53	0.00	281,167.47	8,683.25
Administrative		1,480,943.00	(5,000.00)	1,475,943.00	93,703.45	47,073.34	1,335,166.21	8,683.25
11-000-213-100	Salaries	138,200.00	0.00	138,200.00	0.00	0.00	138,200.00	0.00
11-000-213-610	Nurse Supplies	2,000.00	5,000.00	7,000.00	5,075.55	1,477.94	446.51	0.00
11-000-216-320	Purch Prof - Educational Svcs	90,000.00	0.00	90,000.00	0.00	0.00	90,000.00	0.00
11-000-217-100	Behavioral Interventionist	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00	0.00
11-000-219-110	Social Worker Salary	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00	0.00
11-000-240-104	Sal - Other Professional Staff	225,000.00	0.00	225,000.00	0.00	0.00	225,000.00	0.00
11-000-251-100	Salaries	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00	0.00
11-000-262-420	Maintenance Pest Service	200,000.00	0.00	200,000.00	1,085.00	0.00	198,915.00	0.00
11-000-262-422	Security/Fire Alarm Monitoring	61,200.00	0.00	61,200.00	0.00	0.00	61,200.00	0.00
11-000-262-441	Rental of Bldg	470,000.00	0.00	470,000.00	0.00	0.00	470,000.00	0.00
11-000-262-610	Custodial Supplies	288,240.00	(1,704.00)	286,536.00	2,661.65	4,839.93	279,034.42	0.00
11-000-262-620	Energy Costs (Water)	60,000.00	0.00	60,000.00	0.00	0.00	60,000.00	0.00
11-000-262-890	Oper Misc Exp	5,500.00	1,704.00	7,204.00	6,004.00	1,200.00	0.00	0.00
11-000-270-500	Transp Other Than To/Fr School	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00	0.00
11-000-290-500	Other Purchased Services (300-500 Series)	68,225.00	0.00	68,225.00	13,744.00	0.00	54,481.00	0.00
Support Services		1,827,365.00	5,000.00	1,832,365.00	28,570.20	7,517.87	1,796,276.93	0.00
Grand Totals for fund 11:		4,969,456.00	0.00	4,969,456.00	128,918.24	88,263.98	4,752,273.78	8,683.25

Fund 12 (Capital Outlay Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Grand Totals for fund 12:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Totals for all Subfunds of Fund 10:		4,969,456.00	0.00	4,969,456.00	128,918.24	88,263.98	4,752,273.78	8,683.25

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).



Richard Pressler, Business Administrator

7/11/23

Date

Interim Balance Sheet

ASSETS AND RESOURCES

ASSETS

101 Cash in checking account	\$ (154,960.89)	
102-106 Other cash equivalents	\$ 0.00	
Total cash		\$ (154,960.89)
111 Investments		\$ 0.00
114 Investment interest receivable		\$ 0.00
121 Tax levy receivable		\$ 0.00
Accounts receivable		
132 Interfund	\$ 0.00	
141 Intergovernmental - state	\$ 0.00	
142 Intergovernmental - federal	\$ 0.00	
143 Intergovernmental - other	\$ 0.00	
153 Other Accounts Receivable	\$ 0.00	
		\$ 0.00
Loans receivable		
131 Interfund	\$ 0.00	
151 Other Loans Receivable	\$ 0.00	
		\$ 0.00
199 Other current assets		\$ 0.00

RESOURCES

301 Estimated revenues (from adjusted budget)	\$ 1,250,000.00	
302 Less: revenues collected or accrued	\$ (348,402.17)	
		\$ 901,597.83
TOTAL ASSETS AND RESOURCES		\$ 746,636.94

LIABILITIES AND FUND EQUITY

LIABILITIES

401 Interfund loans payable		\$ 0.00
402 Interfund accounts payable		\$ 0.00
411 Intergovernmental accounts payable - state		\$ 0.00
412 Intergovernmental accounts payable - federal		\$ 0.00
413 Intergovernmental accounts payable - other		\$ 0.00
421 Accounts payable		\$ 0.00
422 Judgments payable		\$ 0.00
430 Compensated absences payable		\$ 0.00
431 Contracts payable		\$ 0.00
451 Loans payable		\$ 0.00
461 Accrued Salaries and Benefits		\$ 0.00
481 Deferred revenues		\$ 0.00
499 Other current liabilities		\$ 0.00
Total liabilities		<u>\$ 0.00</u>

FUND EQUITY

Appropriated:

753 Reserve for encumbrances - current year			\$	161,724.05		
754 Reserve for encumbrances - prior year			\$	0.00		
760 Other reserves			\$	0.00		
771 Designated Fund Balance			\$	0.00		
601 Appropriations		\$	749,421.87			
602 Less: expenditures	\$	503,363.06				
603 Less: encumbrances	\$	161,724.05	\$	(665,087.11)	\$	84,334.76
Appropriations less expenditures					\$	246,058.81
Unappropriated:						
770 Fund Balance, January 1, 2023			\$	0.00		
303 Less: budgeted fund balance			\$	500,578.13		
Unappropriated fund balance					\$	500,578.13
Total fund equity					\$	746,636.94
TOTAL LIABILITIES AND FUND EQUITY					\$	746,636.94

Revenues/Sources of Funds

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Info Only	Revenue Req'd to Balance	(500,578.13)	0.00	(500,578.13)	316,684.94	(817,263.07)
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	0.00	0.00	0.00	0.00	0.00
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	0.00	0.00	0.00	0.00	0.00
4xxx	From Federal Sources	1,250,000.00	0.00	1,250,000.00	348,402.17	901,597.83
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Totals		749,421.87	0.00	749,421.87	665,087.11	84,334.76

Fund 20 (Special Revenue Fund)

Account Group	Group Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Other Federal Proj		749,421.87	0.00	749,421.87	503,363.06	161,724.05	84,334.76	75.00
	Grand Totals for fund 20:	749,421.87	0.00	749,421.87	503,363.06	161,724.05	84,334.76	75.00

Revenues Summary

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Info Only	Revenue Req'd to Balance	(500,578.13)	0.00	(500,578.13)	316,684.94	(817,263.07)
20-4411-231-031	Title I	0.00	0.00	0.00	0.00	0.00
20-4413-234-032	Title I C/O	0.00	0.00	0.00	0.00	0.00
20-4415-260-032	Title VI	0.00	0.00	0.00	0.00	0.00
20-4416-261-032	Title VI C/O	0.00	0.00	0.00	0.00	0.00
20-4421-250-032	IDEA	0.00	0.00	0.00	0.00	0.00
20-4422-251-032	IDEA C/O	0.00	0.00	0.00	0.00	0.00
20-4451-270-032	Title II A	0.00	0.00	0.00	0.00	0.00
20-4452-272-032	Title II D	0.00	0.00	0.00	0.00	0.00
20-4453-271-032	Title II C/O	0.00	0.00	0.00	0.00	0.00
20-4471-280-032	Title IV	0.00	0.00	0.00	0.00	0.00
20-4473-281-032	Title IV C/O	0.00	0.00	0.00	0.00	0.00
20-4475-290-032	Title V	0.00	0.00	0.00	0.00	0.00
20-4500-455-031	CSP Grant	1,250,000.00	0.00	1,250,000.00	348,402.17	901,597.83
20-4901-100-100	Sustainable New Jersey	0.00	0.00	0.00	0.00	0.00
20-4902-100-100	Kean University	0.00	0.00	0.00	0.00	0.00
20-4903-100-100	Rutgers	0.00	0.00	0.00	0.00	0.00
20-4904-100-100	Golf	0.00	0.00	0.00	0.00	0.00
20-4905-100-100	Safety Grant	0.00	0.00	0.00	0.00	0.00
Grand Totals		749,421.87	0.00	749,421.87	665,087.11	84,334.76

Minimum Expense General Ledger Report

Fund 20 (Special Revenue Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
20-455-100-600	Instructional Supplies	45,000.00	0.00	45,000.00	82.50	35,585.00	9,332.50	0.00
20-455-223-500	CSP Grant - Ed Svcs Contract	229,500.00	0.00	229,500.00	191,250.00	38,250.00	0.00	0.00
20-455-230-104	Director of Operations Salary	217,500.00	(10,000.00)	207,500.00	156,841.78	50,658.22	0.00	0.00
20-455-230-105	CSP Grant - Enroll Adm Salary	70,000.00	0.00	70,000.00	50,218.26	19,781.74	0.00	0.00
20-455-230-331	CSP Grant - Legal Svcs.	15,000.00	0.00	15,000.00	8,515.50	0.00	6,484.50	0.00
20-455-230-332	CSP Grant - Audit Svcs.	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	0.00
20-455-230-500	CSP Grant - Prof/Tech Svcs	61,921.87	15,000.00	76,921.87	57,200.47	14,949.37	4,772.03	75.00
20-455-230-600	CSP Grant - Admin Supplies	101,500.00	(15,000.00)	86,500.00	28,734.27	0.00	57,765.73	0.00
20-455-251-102	Other Federal Expenditures	0.00	10,000.00	10,000.00	7,500.28	2,499.72	0.00	0.00
20-455-290-520	CSP Grant - Insurance	4,000.00	0.00	4,000.00	3,020.00	0.00	980.00	0.00
Other Federal Proj		749,421.87	0.00	749,421.87	503,363.06	161,724.05	84,334.76	75.00
Grand Totals for fund 20:		749,421.87	0.00	749,421.87	503,363.06	161,724.05	84,334.76	75.00

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).



7/11/23

Richard Pressler, Business Administrator

Date

Brilla New Jersey Charter School

**Resolution of the Board of Trustees
(Resolution 23-77)**

Approval of Agreement with El Camino, a Program of Seton Education Partners

Whereas, Brilla New Jersey Charter School is committed to providing its students with the strongest instructional programs and services within its means, and

Whereas Seton Education Partners' El Camino Program offers a cost-effective way to enable the school to deploy additional instructional programming and services to the benefit of its students,

It is Therefore Resolved, that the Board of Trustees Board of Trustees hereby approve the attached Agreement with El Camino, a program of Seton Education Partners, to provide after school services and other services as specified in the agreement.

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.



Signature



Date



Memorandum of Understanding El Camino and Brilla Paterson, NJ

MEMORANDUM OF UNDERSTANDING OVERVIEW

This Memorandum of Understanding (“**MOU**”) is entered into by and between the following entities: Brilla New Jersey Charter School (Partner) and El Camino, a program of Seton Education Partners.

Partner and El Camino Program propose to work together on THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into as of **August 21, 2023**, by and between **El Camino Network** and **Brilla New Jersey** subject to the following terms and conditions.

- Term: The term of this Agreement shall commence on **August 21, 2023**, and continue in full force and effect until **June 20, 2024**.
- Services and Commitment
 - During the term of this Agreement, the essential duties of El Camino shall be to provide El Camino after school programs at Brilla New Jersey.
 - **Elementary schools:** (4) days a week from 4:00 PM/3:45 PM – 5:30 PM Monday through Thursday. On Mondays and Wednesdays Brilla Staff will facilitate transitions from 3:30 to 4:00 PM into the El Camino program and conduct brightwork help and Snack with the program participants. On Tuesdays and Thursdays the Brilla staff will facilitate transitions from 3:30-3:45 PM and conduct brightwork help and the El Camino staff will push into the El Camino program at 3:45 PM conduct Snack time and begin programming.
 - El Camino shall be free to exercise their own discretion and judgment with respect to the manner of sufficiently performing and completing the services and duties that are required.
 - Brilla agrees to provide a professional working environment to El Camino, for the program to be able to perform all services and duties to the full potential.
 - Brilla Principal and El Camino Site Manager agree to have open communication in order to best serve the needs of the students and their families.

El Camino Network shall provide:

- Low-cost after-school alternative to up to 40% of Brilla’s student population.
- Age-appropriate activities that are scalable to allow for mastery of skill and complement the school's culture and values; including sports and activities.
- Classroom management that incorporates the Brilla Schools Network pedagogy.



- El Camino Staff includes: (1) El Camino Site Manager, (1) Operations Support Staff, Teachers and Activity Specialists.
- Appropriate student to staff ratio.
- Program enhancements as they become available
- Provide free after-school programming for Brilla's Admin team members, Brilla Schools Network Staff and Brilla employees employed by El Camino. Note: To be able to receive this benefit provided by El Camino, staff must abide by all rules and regulations of the program.
- Monthly meetings between the Brilla New Jersey Principal, Directors of Operations and Program leaders, focusing on El Camino and Brilla partnership expectations.
- Records on program enrollment, attendance, and survey results annually.

Brilla New Jersey shall provide:

- Office space (private or shared) to enable Programs Leader and El Camino staff to conduct meetings and perform administrative duties.
- Designate adequate space to secure and store snack and program materials.
- Share Program expectations with ALL Staff. The facilities staff and coordinate with them maintenance schedules that would not interfere with EC Programming and events.
- Use of all school classrooms and common areas/spaces (yard, cafeteria, etc.) during program hours and after program hours for special events. Note: The Programs Leader will inform Brilla Principal of room assignments for El Camino classes prior to the first day of the program. Brilla staff will be welcomed to remain in El Camino-used classrooms conducting silent work, as long as it doesn't interfere with programming.
- Brilla and El Camino will populate the Network Master calendar in order to coordinate events and happenings accordingly. In the event that a Brilla activity may interfere during after school hours, this will require coordination of at least 6 weeks in advance with the Program Leader. If an agreement is not reached between El Camino and Brilla staff, the request will be escalated to the Senior Director of El Camino and the Superintendent of Schools.
- **Brilla will provide clear communication to their staff in regards to building ownership and usage during after-school hours.** While El Camino invites all Brilla staff to remain in the building to work, they may not interfere with El Camino programming. This includes but is not limited to: continuing conversations about behavior incidents from the day that impede EC staff from attending their duties, STEP or any other testing, tutoring, and/or relationship building time without the express



consent of the Program Leaders.

- **Pre-registration and enrollment support.** Brilla will inform El Camino Program Leaders of any families interested and/or needing assistance with this process or interested in further information.
 - Open house - During open houses Brilla will have information about the after-school program available for prospective families. Information will be provided by the El Camino program
 - ACE Events and Back to School Night – Brilla will add a powerpoint slide on El Camino and will give El Camino Program Leaders a chance to present the program to accepted families. Brilla will provide a space for El Camino to conduct registration.
 - Summer School – During summer school Brilla will allow El Camino to conduct registration outside of the school if weather permits. In case of inclement weather, Brilla will provide a space inside of the school.
 - Brilla will provide a dedicated bulletin board for the display of program materials and El Camino banners which may be shared with other after-school providers.
- The use of a copy/fax machine and a designated El Camino extension and phone to make and receive emergency telephone calls.
- The use of Brilla network wifi.
- Collaborate with El Camino Program Leaders with completion of the process needed to access snacks in a timely manner.
- Meet with sponsors and other visitors to discuss the program as needed when given appropriate and reasonable notice.
- Open and on-going communication with each other about issues that may arise during or after program hours.
- Maintenance staff on call during after school hours.
- Semi-Annual partnership presentations on the state of the programs and the partnerships. Beginning of Year (BOY) Presentation will be in January and End of Year (EOY) Presentation will be in June.
- Brilla New Jersey will provide El Camino Program Leaders with the school's policies, regulations and code of conduct as it relates to reporting incidents such as child abuse.
- School administration will speak with parents about the program and introduce interested parents to the El Camino Program Leaders during programming hours.
- Encourage parents to participate to increase parent involvement.
- **Compensation:** Brilla New Jersey has no financial responsibility with El Camino Network.



- **Conducive work environment:**
- Brilla Schools Network agrees to provide a professional and safe working environment to the El Camino Program Leader and team in order to enable El Camino to perform all services and duties. This includes providing a work conducive space that they will use on a daily basis. Foster a space that is safe for the students and instructors, as well as a secure storage space for equipment and personal belongings.

Program Structure

- 1) **Senior Director of El Camino:** Provides General oversight of the El Camino program. El Camino Site Manager will be responsible for day to day operations of the program and its events.
- 2) **El Camino Site Manager:** will be responsible for day to day operations of the program and its events.
- 3) **Community Relations**
 - Maintain an active presence on social media, i.e. Facebook, Instagram, etc.
 - Organize and facilitate monthly community events to engage families and students in their faith formation.
 - Partner with local Parishes, high schools, colleges, and/or other religious organizations to create a volunteer program and hire additional staff as needed.
 - Create a monthly family newsletter.
- 4) **Curriculum and Coaching Component**
 - Establish regular meetings with catechists and other staff.
 - Implement El Camino Curriculum and track data to fidelity.
 - Provide supplemental professional and instructional coaching to Seton Teaching Fellows to ensure their growth and development
 - El Camino Program Leaders execute and Narrate BOY and MOY reviews under the supervision of the Senior Director of El Camino with the Brills designee.



EL CAMINO NETWORK

A Program of Seton Education Partners

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of this day _____ of, _____ 20__

Contractor: El Camino Network

The Company: Brilla New Jersey Principal

Maria Valencia,
Senior Director of El Camino

Kelly O'Brien,
Principal

Signature: _____

Signature: _____

Brilla New Jersey Charter School

Resolution of the Board of Trustees (Resolution 23-78) Approval of New Hires


Whereas, Brilla New Jersey Charter School is in the process of hiring personnel in accordance with its Staffing Plan for the 2023 – 2024 school year,

Whereas, Kelly O'Brien, Principal/Lead Person of the school has recommended the following candidates for hire,

It is Therefore Resolved, that the Board of Trustees hereby approves the hiring of the following individuals for the positions, terms, and salaries as indicated:

Salary/Stipend	Staff First Name	Staff Last Name	Position	Start Date	Annualized Amount
Salary	David	Bower	FAA Teacher	7/31/2023	83,100
Salary	Lorelei	Camejo	Teacher	7/31/2023	72,100
Salary	Kawaljit	Kalsi	Learning Disabilities Teacher Consultant	7/31/2023	85,100
Stipend	Kawaljit	Kalsi	Learning Disabilities Teacher Consultant	7/31/2023	1,000
Salary	Roshanah	Morgan	Teacher	7/31/2023	63,500
Salary	Winston	Solomon	Physical Education Teacher	7/31/2023	65,000
Stipend	Winston	Solomon	Physical Education Teacher	7/31/2023	750

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.


Signature


Date

Brilla New Jersey Charter School

Resolution of the Board of Trustees (Resolution 23-79)

Approval of Agreement with Northern Region Educational Services Commission

Whereas, Brilla New Jersey Charter School is committed to providing its students with the strongest instructional programs and services within its means, and

Whereas the Northern Region Education Services Commission offers a cost-effective way to students with the related services they may need to thrive at Brilla New Jersey Charter School,

It is Therefore Resolved, that the Board of Trustees Board of Trustees hereby approve the attached Agreements with the Northern Region Educational Services Commission, to provide after school services and other services as specified in the agreement.

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.



Signature



Date



NORTHERN REGION EDUCATIONAL SERVICES COMMISSION

DR. NICHOLAS V. VANCHERI, SUPERINTENDENT
MS. ANN KLUCK, SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

Central Office • 82 Totowa Road • Wayne, New Jersey 07470
P: 973-614-8585 • www.nresc.org


LETTER OF AGREEMENT FOR SHARED SERVICES WITH
BRILLA PUBLIC CHARTER SCHOOL
OCCUPATIONAL THERAPY SERVICES & EVALUATIONS

2023 – 2024

The Northern Region Educational Services Commission agrees to provide Brilla Public Charter School with Occupational Therapy services at a rate of \$95.00 per hour.

If needed, Occupational Therapy Evaluations will be charged at a rate of \$400.00 per hour for the 2023-2024 school year.

Brilla Public Charter School Date:
Superintendent

 7/11/23

Brilla Public Charter School Date:
Board Secretary

NRESC Superintendent Date:

NRESC Board Secretary Date:



NORTHERN REGION EDUCATIONAL SERVICES COMMISSION

DR. NICHOLAS V. VANCHERI, SUPERINTENDENT
MS. ANN KLUCK, SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

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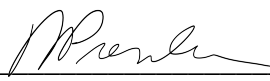
LETTER OF AGREEMENT FOR SHARED SERVICES WITH
BRILLA PUBLIC CHARTER SCHOOL
PHYSICAL THERAPY SERVICES & EVALUATIONS

2023 – 2024

The Northern Region Educational Services Commission agrees to provide Brilla Public Charter School with Physical Therapy services at a rate of \$95.00 per hour.

If needed, Physical Therapy Evaluations will be charged at a rate of \$400.00 per hour for the 2023-2024 school year.

Brilla Public Charter School Date:
Superintendent



Brilla Public Charter School Date:
Board Secretary

NRESC Superintendent Date:

NRESC Board Secretary Date:



NORTHERN REGION EDUCATIONAL SERVICES COMMISSION

DR. NICHOLAS V. VANCHERI, SUPERINTENDENT
MS. ANN KLUCK, SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

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LETTER OF AGREEMENT FOR SHARED SERVICES WITH
BRILLA PUBLIC CHARTER SCHOOL
SCHOOL PSYCHOLOGIST & EVALUATIONS

2023 – 2024

The Northern Region Educational Services Commission agrees to provide Brilla Public Charter School with a School Psychologist at a rate of \$95.00 per hour.

If needed, Psychological Evaluations will be charged at a rate of \$400.00 per hour for the 2023-2024 school year.

Brilla Public Charter School Date:
Superintendent

 7/11/23

Brilla Public Charter School Date:
Board Secretary

NRESC Superintendent Date:

NRESC Board Secretary Date:



NORTHERN REGION EDUCATIONAL SERVICES COMMISSION

DR. NICHOLAS V. VANCHERI, SUPERINTENDENT
MS. ANN KLUCK, SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

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LETTER OF AGREEMENT FOR SHARED SERVICES WITH

BRILLA PUBLIC CHARTER SCHOOL

SPEECH LANGUAGE PATHOLOGIST

2023 – 2024

The Northern Region Educational Services Commission agrees to provide Brilla Public Charter School with a Speech Language Pathologist, two (2) days per week, at a total rate of \$45, 323.48 for the 2023-2024 school year.

Brilla Public Charter School Date:
Superintendent

7/11/23

Brilla Public Charter School Date:
Board Secretary

NRESC Superintendent Date:

NRESC Board Secretary Date:

Brilla New Jersey Charter School

**Resolution of the Board of Trustees
(Resolution 23-80)**

Approval of Copier Lease Agreement with De Lage Financial Services, Inc

Whereas, Brilla New Jersey Charter School is requires adequate office equipment to support its operations, and

Whereas the school has determined that leasing equipment is a cost-effective to secure the needed equipment,

It is Therefore Resolved, that the Board of Trustees Board of Trustees hereby approve the attached Lease Agreement with De Lage Financial Services, Inc. for a period of 48 months, the total amount not to exceed \$7600.

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.



Signature



Date

Send Email Invoice To:

LESSEE	Full Legal Name Brilla_college_prep_charter_school		Tax ID No		Phone Number
	Billing Address 24 de grasse street		City Paterson	State NJ	Zip 07505
	Equipment Location (if not same as above):		County NJ		Attention to: Purchase Order Requisition Number
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
	Hp designjet	T630		1	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	Plus Applicable Taxes		
	48	\$157.95	Plus Applicable Taxes		
	Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies [check one]		Plus Applicable Taxes		
	Sales tax Exempt <input type="checkbox"/> Please provide valid certificate				
Term of Lease in Months		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Other		
48		End of Lease Purchase Option shall be FMV unless another option is selected.			
Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other (EQUALS)	Total Payment Enclosed Plus Applicable Taxes
	+		+		=

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign or fund this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at

the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. **This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury.** You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/us/privacy.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED / NOT NEW		
	Signature	DOB	Date
	Title	Print Name	
Legal Name of Corporation Brilla college prep charter school			

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Date	Title

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.		
	Signature	Name of Guarantor	Date

Brilla New Jersey Charter School

**Resolution of the Board of Trustees
(Resolution 23-81)**

Approval of Job Description Teaching Assistant

Whereas, Brilla New Jersey Charter School is establishing job descriptions for new roles within the school, and

Whereas the school has determined that there is need for the position of Teaching Assistant,

It is Therefore Resolved, that the Board of Trustees Board of Trustees hereby approve the Job Description for the position of Teaching Assistant.

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.



Signature



Date

Brilla Charter Schools

Teaching Assistant - Elementary School



About Brilla Charter Schools

Brilla Public Charter Schools is a network of K-8th grade schools that currently serves nearly 1,800 students from Mott Haven, University Heights, and other neighborhoods in the Bronx. The network is growing from its current four elementary and two middle schools to five elementary and five middle schools educating some 4,000 students in the Bronx and Paterson, NJ.

Brilla combines a Classical approach to education – an emphasis on an ennobling and content-rich curriculum, inductive inquiry-driven instruction, and virtue formation that fosters an encounter with Truth, Beauty, and Goodness – with co-teaching practices and individualized instructional support. We approach the formation of our students holistically and maintain high academic expectations. Ours is a joyful community that honors the dignity of each student, our staff members, and the families we serve

Position Overview:

Brilla Public Charter School, located in Paterson, New Jersey, is seeking a dedicated and enthusiastic Teaching Assistant to join our passionate team. As a Teaching Assistant, you will work closely with the lead teacher to support classroom instruction and provide a nurturing and engaging learning environment for our students. This position is a valuable opportunity to contribute to the educational development of young minds and make a positive impact within our school community. This is a full-time position following the regular school calendar, with work hours from Monday to Friday. The Teaching Assistant will primarily work within the classroom environment, interacting with students and collaborating with the lead teacher and other staff members. Some duties may require physical exertion, such as assisting students with mobility or participating in outdoor activities. The school will provide necessary resources and training to ensure a safe and productive work environment.

Responsibilities:

- Collaborate with the lead teacher to implement instructional plans and strategies that align with the school's curriculum and educational objectives.
- Assist in creating a positive and inclusive classroom environment that promotes a love for learning, respect, and a strong sense of community.
- Support the lead teacher in implementing individualized education plans (IEPs) and accommodations for students with special needs, ensuring their inclusion and active participation in classroom activities.
- Facilitate small group activities, providing additional instruction and support to students who need extra assistance or extension activities.
- Assist with the preparation and organization of instructional materials, including setting up learning stations, arranging classroom displays, and maintaining an orderly and inviting classroom environment.
- Foster a safe and supportive learning atmosphere by addressing student concerns, resolving conflicts, and reinforcing positive behavior through positive reinforcement strategies.
- Provide assistance during assessments, tests, and other evaluations, ensuring fairness and maintaining confidentiality.
- Collaborate with other teaching assistants and staff members to share best practices, seek guidance, and contribute to the overall improvement of classroom instruction and student outcomes.
- Attend professional development sessions, staff meetings, and parent-teacher conferences as required to stay informed about school policies, procedures, and student progress.
- Perform other duties as assigned by the lead teacher or school administration.

Qualifications:

- An associate or bachelor's degree in education or a related field is preferred
- Prior experience working with children in an educational setting is highly desirable
- Ability to build positive relationships with students, parents, and colleagues.
- Excellent communication skills, both verbal and written.
- Demonstrated patience, flexibility, and the ability to adapt to changing circumstances.
- Commitment to the mission and values of Brilla Public Charter School.

Brilla New Jersey Charter School

Resolution of the Board of Trustees

(Resolution 23-82)

Approval of Revised Special Education Program Description

Whereas, Brilla New Jersey Charter School is establishing its special education programs to meet the needs of all students, and

Whereas the school has determined that there is need for revisions to the previously approved program to better meet the needs of students,

It is Therefore Resolved, that the Board of Trustees Board of Trustees hereby approve the Revised Special Education Program Description.

The Brilla New Jersey Charter School Special Education program will consist of the following:

- 2 Elementary In-class Resource
- 1 Elementary Pull-out Resource

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.



Signature



Date

Brilla New Jersey Charter School

Resolution of the Board of Trustees

(Resolution 23-83)

**Approval of Contract for Speech Services with
Breeah Carey of Breeze Educational Services**

Whereas, Brilla New Jersey Charter School is procuring related services to support its students and its educational program, and

Whereas the school has determined that there is need for additional Speech-related service resources,

It is Therefore Resolved, that the Board of Trustees Board of Trustees hereby approve the contract with Breeah Carey of Breeze Educational Services for speech related services, the total cost not to exceed \$40,000.

I, Robert Guarasci, President of the Board of Trustees of Brilla New Jersey Charter School, do hereby certify that the above resolution was adopted at a meeting of the Board of Trustees held on July 11, 2023.



Signature



Date

CONTRACT FOR SPEECH THERAPY SERVICES

This agreement ("Agreement") is entered into as of the 11 day of July, 2023 ("Effective Date"), by and between Breeah Carey of Breeze Educational Services ("Provider") and Brilla New Jersey Charter School ("School").

WHEREAS School has students requiring speech therapy services as part of its overall special education programs; and

WHEREAS Provider desires to contract with School to offer such services to School

NOW, THEREFORE, in consideration of the above premises, which are hereby incorporated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Term and Termination. This agreement is in effect for the regular and extended (Years) school year and may be terminated by either party, without cause.

2. Obligations of Provider. Professional services rendered by the Provider include the following:

A. Develop and implement Individual Education Programs for students who qualify for speech therapy services, according to the Department of Elementary and Secondary Education, which may include direct individual or group therapy, consulting, and/or monitoring of progress.

B. Confer with appropriate personnel about student services/needs.

C. Make recommendations regarding service delivery and the student's needs to the IEP team for team consensus.

D. Provider will attend meetings, such as IEP meetings and conferences, given adequate notice, as they are able and of which we are notified that our attendance is required.

E. Prepare and maintain appropriate professional records and reports for all students under provider's care, which may include developing IEPs, progress reports, notes and data on students, and Medicaid billing requirements.

F. Provide consultation to classroom staff regarding needs and programs of the students and supervise speech paraprofessionals, e.g. SLPAs, if applicable.

G. Case management of students, if applicable.

3. **Obligations of School.**

A. School will provide an adequate space/room for both individual and group therapy sessions.

B. School will provide required assessment, screening, and therapy materials. The School will provide district forms, duplicating services, materials and a computer and additional technology required for provision of services within the district.

C. School shall pay the pricing as listed in Section 4 below.

4. **Pricing.**

A. School shall pay Provider \$90.00 per hour for services provided on-site, billed in 15-minute increments, for professional services listed above provided by a Speech Therapist.

B. School shall pay Provider current federal mileage rate for travel between facilities, as applicable.

5. **Billing.** Provider shall bill School during the first week of each month for services provided during the previous month. School shall pay such invoice within 30 days of receiving the invoice.

6. **Insurance.** Provider shall ensure all providers maintain professional liability insurance and, dependent on employee status, is responsible for any Social Security and Income Tax withholdings. Proof of liability insurance will be provided to the district. School is not responsible for workers compensation insurance or teacher's retirement system.

7. **Regulatory Compliance.** Provider will comply with all Federal, State and Local regulations concerning IDEA and maintenance of confidentiality. Provider will submit a W-9 form to be kept on file at the school district office.

8. **Modification and Waiver.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless contained in a writing specifically referring to this Agreement and signed by the parties hereto. The failure by a party at any time to enforce any of the provisions of this Agreement, or to require performance of any of the provisions hereof, shall in no way be construed to be a waiver of such

provisions or to affect either the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all other written or oral communications, agreements, or contracts between the parties with respect to such subject matter.

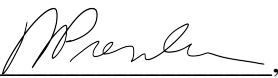
10. Construction. Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof.

11. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of New Jersey without reference to conflicts of law principles.

12. Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

[Signature page follows]

IN WITNESS HEREOF, (SCHOOL DISTRICT) ACCEPTS THE TERMS SET FORTH IN THIS AGREEMENT DATED, THIS ____ DAY OF _____ 2023, AND EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT.

BY: , School District Representative

DATE: 7/11/23

BY: _____, Provider Representative

DATE: _____

COOPERATIVE PRICING SYSTEM AGREEMENT

The NJSBA Cooperative Pricing System: E8801-ACESCPS

This Agreement, made and entered into this 11 day of July, 2023, by and between the New Jersey School Boards Association on behalf of the NJSBA Cooperative Pricing System and **Brilla New Jersey Charter School** and any other district boards of education located in the State of New Jersey who may in the future choose to participate in the ACES (NJSBA) Cooperative Pricing System.

WITNESSETH

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

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

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

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

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

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

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

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

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

some or all of the other services specified in this Agreement.

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

The provisions of paragraphs 7, 8 and 9 above shall be quoted or referenced and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

10. No participating local board in the Cooperative Pricing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
11. NJSBA reserves the right to exclude any item or service from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or practicable.

- 12. NJSBA shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
- 13. This Agreement shall become effective upon signing, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for the duration of the Cooperative Pricing System's Registration with DCA unless any party to this Agreement shall give written notice of its intention to terminate its participation.
- 14. Additional local boards may from time to time, execute this Agreement by means of a Rider attached hereto, which addition shall not invalidate this Agreement with respect to the other signatories. NJSBA is authorized to execute the Rider(s) on behalf of the members of the Cooperative Pricing System.
- 15. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned to the System by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
- 16. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE NEW JERSEY SCHOOL BOARDS ASSOCIATION:

BY: _____
 BY: _____
 Name and Title
 New Jersey School Boards Association

ATTEST

 Name and Title

FOR THE PARTICIPATING LOCAL DISTRICT BOARD OF EDUCATION:

BY: Robert Guerin
BY: Board President
Name and Title

ATTEST

Name and Title

Brilla New Jersey Charter School
Resolution of the Board of Trustees

**FOR LOCAL GOVERNMENT UNITS PARTICIPATION IN COOPERATIVE PRICING
SYSTEM AGREEMENT**

The ACES Cooperative Pricing System #E8801-ACESCPS

*A Resolution Authorizing the Brilla New Jersey Charter School
to Enter into A Cooperative Pricing Agreement for the Purchase of Electricity,
Technology, Work, Materials, and Supplies*

RESOLUTION NUMBER: 23.84

WHEREAS, "The Electric Discount and Energy Competition Act," P.L. 1999, c. 23 authorizes the New Jersey School Boards' Association (hereinafter NJSBA) to obtain electricity and other energy-related services for individual local boards of education on an aggregated basis; and

WHEREAS, N.J.S.A. 18A:18A-11 and 40A:11-10 authorizes local district boards of education to enter into cooperative pricing agreements with local government units, i.e. municipalities and counties, (hereinafter local units"); and

WHEREAS, NJSBA has offered voluntary participation in a cooperative pricing system for the group purchase of electrical generation and/or natural gas for consumption by the local units; any ancillary or administrative services related to the purchase of electrical generation and/or natural gas; and related energy services; and digital and electronic products and services and other technology products and programs to be purchased by local units; and services and such other items or services as two or more participating local units in the system agree can be purchased on a cooperative basis; and

WHEREAS, the Brilla New Jersey Charter School in the county of Passaic, State of New Jersey, desires to participate in NJSBA's Cooperative Pricing System;

NOW, THEREFORE, BE IT RESOLVED on the 16th of May, 2023, by the Brilla New Jersey School Board of Trustees, county of Passaic, State of New Jersey, as follows:

TITLE

This RESOLUTION shall be known and may be cited as the "ACES Cooperative Pricing Resolution of the Brilla New Jersey Charter School."

AUTHORITY

Pursuant to the provisions of N.J.S.A. 18A:18A-11 and 40A:11-10, Lead Person Kelly O'Brien is hereby authorized to enter into NJSBA's ACES Cooperative Pricing System Agreement.

CONTRACTING UNIT

The New Jersey School Boards Association shall be responsible for complying with the "Public School Contracts Law," N.J.S.A. 18A:18A-1 *et seq.* all other applicable laws in connection with the preparation, bidding, negotiation and execution of contracts in connection with NJSBA's ACES Cooperative Pricing System.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

CERTIFICATION

BY: Robert Guarasci

Name, Title: Robert Guarasci
Board President

ATTEST BY: _____

Name, Title:
