

# Ocean Academy Charter School Board of Trustees Meeting – March 8<sup>th</sup>, 2022

## Minutes – Board of Trustees Regular Meeting, March 8th, 2022

In Accordance with the Open Public Meetings Act: Public Notice of this Meeting pursuant to the Open Public Meetings Act has been given by the Board Secretary in the Asbury Park Press – Paper of Record. Ocean Academy Charter School, 1650 Massachusetts Avenue, Lakewood, NJ. Attendance by virtual or in person.

Marshall White – President  
Anita Raynes Lepelstat – Vice President  
Thomas A. D'Ambola  
Aase Marie Hare  
Sharon Hollander  
Roxanne Martin  
Reverend Juan Angel Monge-Santiago  
Jim Muzikowski

Valarie Smith (Board Secretary), Lorna Hassel (Principal), Dawn Dobb-Fossnes (Middle School Principal), David Block (School Business Administrator), Thomas McMahon (Facilities Consultant), and David Hespe (Board Attorney).

Meeting to be Called to Order

Salute to the Flag by Board President

### Action Agenda

#### Open Public Forum: Agenda Items Only

Kathy Perry of Jump, Perry, and Company gave an overview of the school's most recent annual audit for the fiscal year of 2020-21.

### RESOLUTION

#### **APPROVAL OF THE OCEAN ACADEMY CHARTER SCHOOL 2020-2021 ANNUAL FISCAL AUDIT**

*WHEREAS, the Board of Trustees has been presented the Comprehensive Annual Financial Report for the Fiscal year ending June 30, 2021, prepared by Jump, Perry and Company, L.L.P. for Ocean Academy Charter School; and*

*WHEREAS, a corrective action plan addressing the recommendations of the audit is developed;*

*NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Ocean Academy Charter School, County of Ocean, State of New Jersey that the FY 21 Comprehensive Annual Financial Report and Corrective Action Plan is approved.*

Motion to Accept and Approve the 202021 Audit Results made by Jim Muzikowski

Seconded by Anita Lepelstat

Unanimously approved by the Board

Presentation of the NWEA scores

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analysis made by Dawn Cobb-Fossnes and Lorna Hassel. This analysis was put together as a part of our going Blue Ribbon Schools project.

### Old Business:

**First Item:** Facilities Update on Parking Lot and Play Park presented by Tom McMahon

**Second Item:** Covid Update presented by Valarie Smith

Principal's Report Schoolwide – Month of February presented by Lorna Hassel:

HIB Report – 0 reported, 0 investigated, 0 confirmed

Staff Attendance Report\_ 54 - Total Full Days Off 20 - Half Days

Student Attendance Report - 189 (non-covid related)

Student Discipline Report - 2 Suspensions

Enrollment -373

Discussion focused on the number of absences by students. The Board was informed that Ocean Academy has reached out to the Lakewood Police Department's Juvenile Division. The Juvenile Division is charged with the prevention and control of juvenile delinquency problems as well as the investigation of juvenile related cases. The Juvenile Division, along with the School Resource Officer, are required to maintain a close relationship with schools. Officer Jerome Cohen has been assigned as a School Resource Officer to Ocean Academy. Officer Cohen is helping Ocean Academy address truancy issues by visiting homes of students with chronic absenteeism.

New Hirers & Salary Adjustments presented by Lorna Hassel

Bethanne Monetti	New Hire – Special Ed Teacher
Lori Manfredi	Salary Adjustment – Special Ed Teacher

Motion to Approve the New Hirers & Salary Adjustments made by Jim Muzikowski

Seconded by Sharon Hollander

Unanimously approved by the Board

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**Approval of Minutes of the February 8<sup>th</sup>, 2022 Minutes**

Be it hereby resolved by the Board of Trustees of Ocean Academy Charter School to accept and approve the minute of the February 8<sup>th</sup>, 2022 Board of Trustees meeting.

Motion to Approve of the minutes of February 8<sup>th</sup>, 2022 made by Muzikowski

Seconded by Sharon Hollander

Unanimously, approved by the Board

**Consulting for High School – Overall Expansion Application & Facilities** – Presented by Valarie Smith

Continuing Contracting with Tom McMahon

Motion to Contract with Tom McMahon for High School Expansion & Facilities

**CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT (the “Agreement”) dated this 8<sup>th</sup> day of March 2022.**

**BACKGROUND**

**OCEAN ACADEMY CHARTER  
SCHOOL**  
  
(the “Client”)

**CONSULTANT**  
  
Owner’s Rep Consulting  
  
12 Pine Tree Rd. Toms River NJ 08753  
  
(the “Consultant”)

- A.** The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
  
- B.** The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement. The consultant represents that Dr. Thomas McMahon will be providing professional services under this agreement on behalf of the consultant and is a member of a regulated profession for purposes of procurement laws.

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**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

### **SERVICES PROVIDED**

The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the “Services”): ALL tasks needed to open the high school with the exclusion of the high school expansion grant and detailed curriculum. Tasks to be completed will include, but not be limited to, the following:

- Examine state code on graduation requirement-Review New Jersey Model Curriculum for grades 9-12 including scope and sequence in consultation with school leadership
- Incorporate thematic and programmatic enhancements to the model curriculum that glow from the vision of school leadership and the charter
- Based on the above, determine classroom and other space requirements for the new high school
- Communicate this vision to the Board of Trustees, architect and others involved in the building design and construction
- Articulate with the consultant being used by the school to develop the charter amendment application for high school expansion
- Develop a schematic plan of the instructional and non-instructional spaces required in the upper school and the impact on the space in the lower school
- Determine operational impact of the curriculum on: staffing, specialized rooms including labs; music; art; physical education; etc.; equipment and other instructional materials/resources -Possibly developing testing instruments for freshmen course placements
- Determine sports offerings
- Decide on athletic conference to join
- Determine club offerings
- Establishing field needs for the architect
- Work with the builder on building costs
- Work with administration (especially business administrator) and builder to establish a lease
- Determine bond payment needed to purchase the building in the future
- Attend township planning board meetings as needed
- Oversee construction of the school

The Services will also include any other consulting tasks which the Parties may agree on.

The Consultant hereby agrees to provide such Services to the Client.

### **TERM OF AGREEMENT**

1. The term of this Agreement (the “Term”) is March 1, 2022 to November 30, 2022 subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

### **PERFORMANCE**

2. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **CURRENCY**

3. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

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### COMPENSATION

4. The Consultant will charge the Client a flat fee of \$4,000.00 per month for the Services (the “Compensation”).
5. The Client will be invoiced as follows:
  - Every month from the date of the agreement for a nine month period.
6. Invoices submitted by the Consultant to the Client are due and payable within 30 days of receipt.
7. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

### PENALTIES FOR LATE PAYMENT

8. Any late payments will trigger a fee of 5.00% per month on the amount still owing.

### TRADE SECRETS

9. Trade secrets (the “Trade Secrets”) include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
10. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Student or Personnel Information or Trade Secrets which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

### OWNERSHIP OF INTELLECTUAL PROPERTY

11. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced under this Agreement, is a “work made for hire” and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
12. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

### RETURN OF PROPERTY

13. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

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### CAPACITY/INDEPENDENT CONTRACTOR

14. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

### NOTICE

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a. Ocean Academy Charter School  
678 5<sup>th</sup> Street, Lakewood, NJ 08701
  - b. Thomas McMahon  
1632 Craig Rd toms River, NJ,08753

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

### INDEMNIFICATION

16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### MODIFICATION OF AGREEMENT

17. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

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**TIME OF THE ESSENCE**

18. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**ASSIGNMENT**

19. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**ENTIRE AGREEMENT**

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**ENUREMENT**

21. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**TITLES/HEADINGS**

22. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GENDER**

23. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

24. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

**SEVERABILITY**

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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Motion to Contract with Tom McMahon for High School Expansion & Facilities made by Jim Muzikowski

Seconded by Anita Lepelstat

Unanimously Approved by the Board

**Salary Increases for Teacher’s 2022-23 School Year** – Presented by Valarie Smith

10% Increase for the 2022-23 School Year

**RESOLUTION TO APPROVE TEACHING STAFF FOR 2022-2023 SCHOOL YEAR**

WHEREAS, the Board of Trustees of the Ocean Academy Charter School (hereinafter “Board”) recognizes its responsibility to have highly qualified staff hired for the school year; and

WHEREAS, the Board has reviewed the recommendations of the Executive Director; and

WHEREAS, the Board agrees with the recommendations as each staff member has met acceptable standards and possess the appropriate certification;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Ocean Academy Charter School, County of Ocean, State of New Jersey that the listed staff be contracted at the corresponding salaries for the 2022 –2023 school year.

<b>Teaching Staff</b>				
<b>Last Name</b>	<b>First Name</b>	<b>POSITION</b>	<b>21.22 Salaries</b>	<b>22.23 Salaries</b>
Araneo	Heather	K	\$56,227	\$61,849.70
Becker	Mary	Grade 4	\$51,940	\$57,134.00
Blatt	Austin	Grade 3	\$56,885	\$62,573.50
Carlo	Angela	K	\$50,000	\$55,000.00
Cirone	LuAnn	Grade 5	\$51,940	\$57,134.00
Consoli	Caroline	Grade 1	\$52,470	\$57,717.00
Duffy	Jennifer	Grade 2	\$56,226	\$61,848.60
Earhart	Victoria	Basic Skills	\$56,226	\$61,848.60
Gold	Jason	Ph. Ed.	\$56,227	\$61,849.70



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Graziano	Laura	Grade 4	\$55,758	\$61,333.80
Guerreiro	Jessica	ESL Teacher	\$50,000	\$55,000.00
Guevara	Luis	Gym Teacher	\$55,000	\$60,500.00
Haase	Daniel	Music	\$50,000	\$55,000.00
Johnston	Courtney	Grade 2	\$54,855	\$60,340.50
Knorr	Cynthia	Grade 3	\$54,000	\$59,400.00
Leatherman	Grace	Grade 5	\$50,000	\$55,000.00
Logan	Melissa	Reading Int	\$50,000	\$55,000.00
Luker	Heather	Grade 1	\$54,855	\$60,340.50
Mancuso	Samantha	Grade 6	\$52,000	\$57,200.00
Manfredi	Lori	Special Ed Teacher	\$50,000	\$55,000.00
Matias Da Cruz	Lara	Special Ed	\$32,000	\$35,200.00
Matysik	Avery	Science	\$50,000	\$55,000.00
Monetti	Bethanne	Teacher	\$50,000	\$55,000.00
Montalvo	Elizabeth	ESL	\$55,915	\$61,506.50
Oxley	Diane	K	\$56,227	\$61,849.70
Peralta	Ellen	Art	\$50,000	\$55,000.00
Pustae	Shannon	Special Ed	\$52,000	\$57,200.00
Regan	Nicole	Grade 5	\$52,000	\$57,200.00
Reyes Yencer	Dariaknna	Grade 1	\$57,438	\$63,182.33
Rogers	Diamond	Grade 4	\$53,758	\$59,133.80
Schultheis	Heather	Grade 2	\$58,351	\$64,186.10

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Sweet	Marc	Grade 6	\$56,404	\$62,044.40
Tiver	LeeAnn	K	\$55,404	\$60,944.40
Tomkus	Susan	Grade 3	\$53,758	\$59,133.80
Wooley	Rachel	ESL	\$51,940	\$57,134.00
Monetti	Bethanne	Special Ed Teacher	\$50,000	\$55,000

Motion To Approve a 10% Salary Raise for Current Teaching Staff made by Aase Hare  
 Seconded by Thomas D’Ambola  
 Vote: Approved by the Board with One Abstention

**Approval of Monthly Financial Reports:**

APPROVAL OF MONTHLY FINANCIAL REPORTS ad presented by David Block

BE IT HEREBY RESOLVED BY THE ACADEMY CHARTER HIGH SCHOOL BOARD OF TRUSTEES, to approve the following –

-  Bill List for FY22
-  Line-Item Transfers for March 2022
-  Board Secretary’s Report – January 31, 2022

Motion to Approve the Monthly Financial Reports made by Anita Lepelstat  
 Seconded by Sharon Hollander  
 Unanimously Approved by the Board

**Public Comment** – No Public Comment

**Board Comments** - A question was presented as to any information about the December 2021 break in. Valarie Smith advised the Board that she is in close contact with the Lakewood Police and as soon as we get any information, she will advise the Board.

**Announcements** – There will not be an April Meeting. The next Board of Trustees Meeting will be held on Tuesday, May 10<sup>th</sup> at 6:30 PM.

**Motion to Adjourn:** made by Sharon Hollander  
 Seconded by Jim Muzikowski  
 Unanimously Approved by the Board

These minutes approved May 10<sup>th</sup>, 2022