



**Minutes of Scheduled Board Meeting
April 24, 2019**

I. CALL TO ORDER

The Chair V. Rouse called the meeting to order at 6:07 pm.

II. ROLL CALL

Misha Simmonds, Interim Chief School Administrator and Board Secretary, conducted a roll call of members present:

1. Voting Members (6)
 - a. David Blount
 - b. Greg Collins
 - c. Vincent Rouse
 - d. Khaatim Sherrer El (phone)
 - e. Craig Rogers (phone)
2. Non-Voting Members
 - a. Robert Gregory, Superintendent
 - b. Misha Simmonds, Interim Chief School Administrator & Board Secretary

A quorum was confirmed for the meeting.

IV. ADOPTION OF AGENDA

The Agenda for the meeting was adopted with the change in order so that the resolutions would be presented and approved prior to the Closed Session.

Moved: Rogers **Second:** Collins **Approved: Unanimous.**

VIII. OPEN PUBLIC FORUM

- No one stepped forward with public comment.

VIV. ADMINISTRATIVE REPORTS

- A. Superintendent's & ICSA Report on School Management Agreement (R. Gregory & M. Simmonds)
 - a. Over the past week MPTCS and Brick Educational Network have negotiated a final agreement for school management services with the following key terms:
 - i. **Agreement Length:** Initial term established as 2 years (2019-2021) with option for 2-year renewal
 - ii. **CMO Evaluation:** MPTCS is responsible for evaluating BRICK CMO each year.
 - iii. **MPTCS Superintendent/CEO:** BRICK and MPTCS Board jointly supervise MPTCS Superintendent/CEO.
 - iv. **Financial Services and SBA:** BRICK CMO will provide all financial management

services, including employment of School Business Administrator.

- v. **Management Fee:** Set at 9% of of total annual federal, state, and local public revenues actually received by the School (the “Management Fee”), excluding Enterprise Fund revenues (“Fund 60”) associated with food service, aftercare, facilities use charges, subleases, and other business activities
 - vi. **Payment Schedule:** Lower in first quarter due to lag in state and federal revenues to help cash flow:
 - vii. **Termination**
 - 1. Without Cause: Either party may terminate this Agreement without cause at any time prior to the end of the Term upon 180 days’ written notice of termination to the other party.
 - 2. For Cause Immediately if CMO closes or declares bankruptcy, or MPTCS charter is revoked, or after 90 days if CMO materially breaches contract and does not correct.
 - viii. **Scope of Services:**
 - 1. BRICK will fully provide central office academic, human resource, marketing, and fundraising services.
 - 2. BRICK will supervise and support, but MPTCS will employ, Director of Technology and Director of Facilities.
 - b. **Other key points agreed to in negotiation but not in agreement**
 - i. **Achieve Rent Increase:** Rent that Achieve pays on subleased facilities will go up next year from \$450,000 to \$550,000 to better align with MPTCS cost of facilities of 11% of revenues.
 - 1. **BRICK Investment in MPTCS:** BRICK will invest \$600,000 in MPTCS, to be added to the School’s budget
 - c. As a result of the agreement with BRICK, most central office positions will be eliminated at MPTCS through Reduction in Force taking effect July 1, 2019. These staff will have an opportunity to apply for related positions at BRICK if they choose.
- B. Important next steps for school and board:**
- a. Communicate agreement to stakeholders in coordination with Brick
 - b. Manage transition of impacted employees
 - c. Approve new budget reflecting agreement
 - d. Approve reduction in force and employee renewals
 - e. Finalize new lease payment schedule with Achieve
 - f. Appoint board secretary separate from SBA
 - g. Reorganize committees to provide oversight .
 - h. Develop an annual charter management evaluation program to be conducted by the School under the oversight of the Board designed to evaluate the performance of CMO and its fulfillment of its obligations outlined in this Agreement

XI. CHAIRMAN UPDATE(Rouse)

- A. Pastor Rouse thanked everyone for their hard work and recommended the agreement for approval.

XII. RESOLUTIONS (Numbered 19-04-X)

17. The Board of Trustees of Marion P. Thomas Charter School adopts the following resolution:

WHEREAS, Marion P. Thomas Charter School (the “School”), is a public body corporate and politic of the

State of New Jersey, pursuant to N.J.S.A. 18A:36A-1 et seq.; and

WHEREAS, the School is authorized under the law to enter into contracts for extraordinary unspecifiable services as deemed necessary for the efficient operation of the School; and

WHEREAS, the School requires the guidance of professionals with deep capacity in the area of school management services; and

WHEREAS, the School has determined that it is appropriate to retain a charter management organization that will provide it with school management services; and

WHEREAS, the School contacted the Brick Education Network, which has the specialized ability to perform the above stated services in this area; and

WHEREAS, the School will derive meaningful benefit from its engagement with the Brick Education Network; and;

WHEREAS, the School desires to enter into an extraordinary unspecifiable services contract with the Brick Education Network, substantially in the form as that attached hereto as Exhibit A; and

WHEREAS, the extraordinary unspecifiable services contract involves the provision of services that are specialized and qualitative in nature requiring expertise, training and proven reputation in the field of endeavor; and

WHEREAS, the aforementioned services constitute extraordinary unspecifiable services under the Local Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. (the “Local Public School Contracts Law”) and are therefore not required to be competitively bid, and have been provided for and are included in the School’s Budget for the 2019-2020 school year.

NOW, THEREFORE, BE IT RESOLVED by the Marion P. Thomas Charter School Board of Trustees as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length; and
2. The extraordinary unspecifiable services contract attached hereto as Exhibit A be and hereby is approved, in accordance with the terms therein; and
3. The School hereby authorizes the Board Chair to sign the extraordinary unspecifiable services contract on behalf of the School.

Moved:

Blount

Second:

Sherrer El

Approved (All except Collins Abstained)

XIII. ADJOURNMENT

The board adjourned at 6:40 PM

Moved: Collins. Second: Blount. Approved: Unanimous.

Prepared by: Misha Simmonds