

Minutes of the proceedings of the **PUBLIC WORK MEETING** held on Wednesday, March 6, 2019, in the Eugene Field Administration Building, Margaret Angeli Staff Development Room, at 8:00 PM. *Dr. Ardie Walser, Board President, presided.*

**I. Salute to the Flag**

**II. Presiding Officer's Meeting Notice Statement**

"I hereby call to order the Public Work Session Meeting of the Teaneck Board of Education, held on Wednesday, March 6, 2019, in the Eugene Field Administration Building, Margaret Angeli Staff Development Room, at 8:00 PM. Adequate notice of this meeting has been sent to the Record, filed with the Municipal Clerk of the Township of Teaneck, posted to the district website and posted inside the Teaneck Board of Education, One Merrison Street, on January 10, 2019."

**III. Roll Call**

<i><b>Board Member</b></i>	<i><b>Present</b></i>	<i><b>Absent</b></i>
Ms. Fisher (Victoria)	x	
Mr. Ramirez (Martin)	x	
Mrs. Rappoport (Sarah)	x	
Mr. Reiner (Gerald)	x	
Mr. Rodriguez (Sebastian)		x
Mr. Rose (Howard)	x	
Ms. Sanders (Denise)	x	
Dr. Walser (Ardie)	x	
Mrs. Williams (Clara)	x	

**IV. Reaffirmation of 2018/19 District Goals**

**V. Superintendent's Report**

- Board Presentations

Presentations:

- Language Arts, Literacy & ESL, Patricia Dent, Supervisor
- Administration Building, School Board Architect, Mr. Rodney Watkins, DiCara Rubino
- Budget Presentation- Ms. Melissa Simmons, Business Administrator/Board Secretary

**VI. Public Comment (agenda ONLY)**

- A. Policy
- B. Board Operations

- C. School Operations and Curriculum
- D. Finance and Budget
- E. Personnel

**VII. Public Comment (non-Agenda)**

**VIII. Executive Session (required)**

Mr. Reiner motioned to convene into Executive Session at 8:45 pm. Said motion was seconded by Ms. Fisher and carried by unanimous vote.

Ms. Isabel Machado presented Special Ed. Settlement agreements

<b>Motion: V. Fisher</b>	<b>Second: H. Rose</b>			
<b>Board Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Fisher (Victoria)	x			
Mr. Ramirez (Martin)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)				x
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Mr. Reiner then motioned to adjourn the Executive Session at 9:00 pm. Said motion was seconded by Ms. Fisher and carried by unanimous vote.

Mr. Reiner motioned to convene into Executive Session at 11:10 pm. Said motion was seconded by Ms. Fisher and carried by unanimous vote.

Mr. Reiner then motioned to adjourn the Executive Session at 11:26 pm. Said motion was seconded by Ms. Fisher and carried by unanimous vote.

<b>Motion: G. Reiner</b>	<b>Second: V. Fisher</b>			
<b>Board Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Fisher (Victoria)	x			
Mr. Ramirez (Martin)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)				x

Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

**IX. Adjournment**

Mr. Reiner motioned to adjourn the public meeting at 11:31 pm. Said motioned was seconded by Ms. Fisher and carried by unanimous vote.

<i><b>Motion: G. Reiner</b></i>	<i><b>Second: V. Fisher</b></i>			
<i><b>Board Member</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>	<i><b>Abstain</b></i>	<i><b>Absent</b></i>
Ms. Fisher (Victoria)	x			
Mr. Ramirez (Martin)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x			
Mr. Rodriguez (Sebastian)				x
Mr. Rose (Howard)	x			
Ms. Sanders (Denise)	x			
Dr. Walser (Ardie)	x			
Mrs. Williams (Clara)	x			

Respectfully submitted,

Melissa Simmons  
 Business Administrator/Board Secretary

## **Teaneck Public Schools**

### **Goals for 2018-2019**

**GOAL 1: Students attending the Teaneck Public Schools will acquire the critical thinking skills, knowledge, and understanding to be successful global citizens in the twenty-first century.**

**GOAL 2: Teachers and administrators in the Teaneck Public Schools will continue the development of the skills, knowledge, and understanding necessary to support students.**

**GOAL 3: The Teaneck Public Schools will be proactive in creating safe and inclusive school environments for students and adults by utilizing support services available in the community.**

**GOAL 4: The Teaneck Public Schools will communicate effectively with parents and with the greater community.**

**GOAL 5: The Teaneck Public Schools will explore additional revenue sources to support goals 1-4 beyond local and state aid to further its educational mission.**

## **BOARD OPERATIONS**

**MARCH 6, 2019**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Board Operations resolutions:

1. that the Board waive the provisions of Board Policy #7510 Use of Facilities, for the 2018-2019 school year at no cost to the Girl Scout of Northern New Jersey, Troop# 97550 for the use of Hawthorne Elementary School media center for custodian and building use fees. The meeting dates are as follows: 3/20, 3/27, 4/3, 4/10, 4/24 and 5/1/19.
  
2. that the Board waive the provisions of Board policy #7510 Use of Facilities, to the TJ PTO to use the Thomas Jefferson Middle school cafeteria for custodian and building use fees. TJ PTO wish to serve all staff breakfast on March 16, 2019 during Spirit Week.

**SCHOOL OPERATIONS and  
CURRICULUM**

**MARCH 6, 2019**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following School Operations and Curriculum resolutions:

1. that the Board approve payment to Embracing The Crown, to conduct one workshop on identifying, and how to approach, healthy relationships, on March 19, 2019, with the Project Success Middle School PASS (Parent and Student/School Partnership) program students, in an amount not to exceed \$300.
2. that the Board approve payment to Erika Turner, to conduct one workshop on Healthy Relationships on March 28, 2019, with the Project Success Middle School PASS (Parent and Student/School Partnership) program students, in an amount not to exceed \$300.
3. that the Board approve payment to High Impact Youth Training Solutions, to conduct a workshop on Social Media Awareness, Internet Safety and Cyberbullying, to 12 high school students enrolled in the FORUM's Parent and Student/School Partnership (PASS) Program on April 1, 2019, in an amount not to exceed \$300.
4. that the Board approve payment to John Thompson, to conduct two workshops on Life Choices/Healthy Decision-Making on March 26, and April 3, 2019 with the PASS (Parent and Student/School Partnership) program students, in an amount not to exceed \$600.
5. that the Board approve payment to Lisa Athan, MA, Grief Recovery Specialist, to conduct one workshop session, on March 25, 2019, with the high school Parent and Student/School Partnership (PASS) program.
6. that the Board approve payment to Lisa Athan, MA, Grief Recovery Specialist, to conduct one session, on April, 2, 2019, with the FORUM's Project Success-Middle School Parent and Student/School Partnership (PASS) program on Grief and Loss: Overcoming Hard Times, in amount not to exceed \$300.

7. that the Board approve payment to Plethora Media Group to present the “*Picture of Success*” program on March 20, April 8, April 22 and May 1, 2019, to high school students enrolled in the Parent and Student/School Partnership (PASS) program, in an amount not to exceed \$700. The FORUM Juvenile Justice grant would fund this program.

1<sup>st</sup> Session: Basic photography skills workshop for participating students. A disposable camera would be provided to students that participate.

2<sup>nd</sup> Session: Students and staff trip to take photos that represent values and goal setting for their photography project.

3<sup>rd</sup> Session: Students will preview and select photos for inclusion in their final presentation and create captions/ blurbs for the selected photos.

4<sup>th</sup> Session: Students would finalize the project and present to staff and peers.

8. that the Board accept a donation from Mr. Patrick Bertollo, for the Hawthorne Media Center, to purchase literary items in the amount of \$1,000.00 in memory of his late wife Lois Jean Bono, former Hawthorne School teacher.

9. that the Board accept a donation of a Tower Garden to Lowell Elementary School from Ms. Marla Hodge-Parker.

10. that the Board accept a donation from the Jewish Federation of Northern New Jersey in the amount of \$234.20 for the Jamie Fitterman section of the Teaneck High School main library.

Acct# 20-031-222-610-75-40-T-H.

11. that the Board accept a donation from the Jewish Federation of Northern New Jersey in the amount of \$295.46 for the Gil King Memorial Library Book Fund at the Teaneck High School main library.

Acct# 20-031-222-610-75-40-T-H.

12. that the Board accept with grateful appreciation a donation from a former student, Timothy Shater, of seven 3-ring binders to Benjamin Franklin Middle School, at an estimated cost of \$20.

13. that the Board approve Mary Joyce Laqui to submit a grant application to the New Jersey Education Association (NJEA) for a \$10,000 Frederick L. Hipp Foundation for Excellence in Education grant.

**FINANCE AND BUDGET**

**MARCH 6, 2019**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Finance and Budget resolutions:

- 1. that the Board approve payment of the following 2018-2019 bills and payroll, as detailed in lists attached to the Minutes of this meeting, including adjustments to previously approved bill payments, and that the Business Administrator/Board Secretary be hereby authorized to release the warrants in payments of these bills per the list appended to and made part of the minutes.

**JANUARY 1, 2019 through JANUARY 31, 2019**

General	Fund 10	\$7,744,354.26
Special Revenue	Fund 20	\$ 346,356.87
Debt Service	Fund 40	\$ 118,737.50
Enterprise	Fund 60	\$ 33,035.63
Food Service	Fund 61	\$ 107,660.27
Total of Approved Payments		\$8,350,144.53

- 2. that the Board approve 2018-2019 budget transfers, previously approved by a member of the Finance Committee, which are attached and a part of the official record.
  
- 3. **WHEREAS**, the Board of Education has received the Report of the Board Secretary and the Report of the Treasurer of School Monies for the month of January 2019 and determined that both reports are in agreement; and  
**WHEREAS**, in compliance with N.J.A.C. 6A:23A-16.10(c)3 the secretary has certified that, as of the date of the reports, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the Board of Education except as noted; now  
**BE IT RESOLVED**, that in compliance with N.J.A.C. 6A:23A-16.10(c)4, the Board of Education certifies that, after review of the secretary’s monthly financial reports (appropriate section) and upon consultation with the appropriate district officials, to the best of its knowledge, no major account or fund has been over-expended in violation of N.J.A.C.6A:23A-16.10(c)4, and that sufficient funds are available to meet the district’s financial obligations for the remainder of the year (which would become a part of the Minutes of this meeting); and  
**BE IT FURTHER RESOLVED**, that pursuant to P.L. 2004 Ch. 73 (S-1701), the Board certifies that after a review of the Secretary’s Monthly Financial Report and upon consultation with the appropriate district officials, that there are no budgetary transfers that cumulatively exceed 10% that would require the approval of the Executive County Superintendent.



4. that the Board approve the attached list of Professional Development for the staff indicated for professional improvement or development, as approved by the Superintendent, (Grant funded \$0) (District funded \$3,789.52) total cost \$3,789.52.
5. that the Board approve the attached list of Student Field Trips, as approved by the Superintendent (Grant Funded \$2,820.91) and (District Funded \$830.41) (Parent Funded \$11,372.80) total cost \$15,024.12.
6. that the Board approve the attached list of Student Fundraising activities by school.
7. that the Board approve the contracts, for out-of-district tuition, for students who would require a special education program during the 2018-2019 school year, as per the attached list.
8. that the Board approve the contracts with those clinicians and agencies on the attached list who would provide related services and / or independent evaluations during the 2018-2019 school year.
9. that the Board approve the amendments to the Chapter 192/193 Non-Public Services grant for an increase in funding provided to Teaneck, as reflected in the funding statements appended to and made a part of the Minutes. This funding is provided to the Teaneck School District by the New Jersey Department of Education to provide additional Chapter 192, Compensatory Education, and Chapter 193, Supplemental Instruction, Annual Reviews, Initial Evaluations to determine eligibility for Special Education and Speech Services.

10. that the Board approve the tentative budget for the 2019-2020 School year using the 2018-2019 state aid figures and the Secretary to the Board of Education be authorized to submit the following tentative budget to the Executive County Superintendent of Schools for approval in accordance with the form suggested by the State Department of Education and according to the law.

	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	TOTAL
Total Appropriations	\$103,995,763	\$4,637,505	\$1,303,675	\$109,413,539
LESS: Anticipated Revenue	\$12,663,095	\$4,637,505	\$0	\$16,777,196
Taxes to be Raised	\$91,332,668		\$1,303,675	\$92,636,343

11. that the Board approve the Establishment of the Maximum Level for Professional Services; the tentative budget includes the following appropriations. The Administration needs to notice the Board if there arises a need to exceed said maximums; upon which the Board may adopt a dollar increase in the maximum amount through formal Board action.

Legal Services	\$270,000
Auditing Services	\$ 48,000
Architectural Services	\$ 25,000
Medical	\$445,000

12. that the Board approve the following transportation quoted contract for the 2018-2019 school year for ESL after-school Literacy program and submission of this agreement to the Executive County Superintendent of Schools for approval:

Route	Company	Destination	Per Diem Aide	Per Diem Vehicle	Total cost for 12days
ESLAFT19	D&M Tours	Bryant	\$25	\$84	\$1,308.00
				<b>Total</b>	<b>\$1,308.00</b>

13. that the Board approve a Joint Transportation Agreement with the Leonia Board of Education, for the purpose of transporting students in accordance with Chapter 53, P.L. 1997, for March 13, 2019 - June 21, 2019 and submits this Agreement to the Executive County Superintendent of Schools for approval; services to be provided include, but are not limited to the coordinated transportation of Special Education students and Regular Education school students.

14. that the Board approve the hiring of consultant Liz Vaughn, to fill the position of a part-time Master Teacher/PIRT at the rate of \$100 per hour, not to exceed 18 hours per week effective March 14, 2019 through June 30, 2019 with a maximum of \$25,000.
15. that the Board approve Fairview Insurance Agency Associates Inc. as the Broker for Health and Property insurance for the 2019 calendar year.
16. that the Board approve the contract with Holy Name Medical Center, Occupational Health Services for the purpose of randomized drug testing of the bus driver under the Department of Transportation and 6A:27-12.1 rules and regulations in the amount not to exceed \$210.
17. **WHEREAS**, the Teaneck Board of Education in accordance with N.J.S.A.18A:23-1 must have a certified External Audit of the district's accounts and financial transactions; and  
**WHEREAS**, the Board of Education received the audit performed by Lerch, Vinci and Higgins, LLP, and discussed said audit at its public meeting held on February 13, 2019; now  
**BE IT RESOLVED**, that the Teaneck Board of Education accepts the audit for the 2017-2018 school year, FY Ended June 30, 2018 and approves the Corrective Action Plan (CAP).
18. that the Board accept grant funds from the County of Bergen, Department of Human Services for the FORUM/PASS (Police/Parents and School Students) Partnership Juvenile Delinquency Prevention Program, for the period January 1, 2019 through December 31, 2019, in the amount of \$61,435.
19. **WHEREAS**, the Teaneck Public School District continually looks for opportunities for shared services to be more cost efficient; now  
**THEREFORE BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Teaneck Board of Education approves the Shared Service Agreement with the County of Bergen for Sharing County-Owned Emergency and Non-Emergency Equipment as per the attached agreement.

20. **WHEREAS**, the Teaneck Public School District continually looks for opportunities for shared services to be more cost efficient; now  
**THEREFORE BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Teaneck Board of Education approves the Shared Service Agreement with the County of Bergen for Maintenance and Repair Services as per the attached agreement.
21. **WHEREAS**, the Teaneck Board of Education policy #6471 and N.J.A.C 6A:23B - 1.2(b) provides that the Board of Education shall establish in the annual school budget a maximum expenditure amount that may be allotted for such travel and expense reimbursement for the 2018-2019 school year.  
**WHEREAS**, the Teaneck Board of Education appropriated \$70,000 for travel during the 2018-2019 school year and has spent \$31,825 as of March 1, 2019.  
**NOW, THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education hereby establishes the school district travel maximum for the 2019- 2020 school year at the sum of \$80,000 and  
**BE IT RESOLVED**, that the School Business Administrator shall track and record these costs to ensure that the maximum amount is not exceeded.
22. **WHEREAS**, that the Board approve the motion to accept Budgeted Excess Surplus of \$1,942,818 to be appropriated in the 2019-2020 Budget.  
**NOW, THEREFORE BE IT RESOLVED**, that the Board approve the withdrawal from Capital Reserve in the amount of \$1,500,000 for the purpose of the first phase of renovating the Eugene Field Administration Building to establish a Pre-K Early Learning Center in accordance with N.J.A.C. 6A-14 1(h) and purchasing and installing a modular structure of the Administrative Office for the Teaneck School District in the amount of \$1,600,000.

## PERSONNEL

**MARCH 6, 2019**

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Personnel resolutions:

1. that the Board approve the following non-certificated staff appointment for the 2018-2019 school year, following a 90-day probationary period, effective date as indicated, pending criminal history review:
  - a. Victoria Alexander, School Based Youth Services Program Counselor, at an annual salary of \$45,150 (off-guide), assigned to Teaneck High School, effective of a date to be determined, replacing Shenijah Curtis, resigned (PC#: 08-12-73/axc).
  
2. that the Board approve the resignation of the following staff member:
  - a. Katarina Hannawi, Special Education Teacher, Whittier Elementary School, effective February 26, 2019.
  
3. that the Board approve the following long term substitute teachers at \$260 per diem, after twenty-one (21) days of employment, assigned to a non-tenured track position, effective date as indicated, pending criminal history review:
  - a. Alisha Montoya, effective on a date to be determined through June 30, 2019 with no benefits, assigned to Benjamin Franklin Middle School, replacing Paula Fischkelta.
  - b. Elsie Hewlett-Thomas, effective November 12, 2018 through December 21, 2018, with no benefits, assigned to Teaneck High School, replacing Benimapi Coulibaly, resigned.
  - c. Michael Malone, March 01, 2019 through April 30, 2019, with no benefits, assigned to Teaneck High School, replacing Jae Kim.
  - d. Janelle Malone, March 01, 2019 through April 30, 2019 with no benefits, assigned to Teaneck High School, replacing Jae Kim.
  - e. Elizabeth Vanacore, January 22, 2019 through June 30, 2019 with no benefits, assigned to Benjamin Franklin Middle School, replacing Kristina Anders.
  - f. Ayana Haywood, March 14, 2019 through June 30, 2019 with no benefits, assigned to Benjamin Franklin Middle School, replacing Eileen Mursch.

4. that the Board approve the following Extra Pay Extra Work assignments, for the 2018-2019 school year at Teaneck High School, stipend in accordance with the TTEA contract:

<b><u>Staff Member</u></b>	<b><u>Activity</u></b>	<b><u>Stipend Amount (pro-rated)</u></b>
a. Victoria Dykes	Drama - Costumes	\$2,197.00
b. LeeAnn Newland	Jazz Band	\$2,094.00

5. that the Board approve payment to the following teachers set forth to teach the Bryant Elementary After-School ESL Reading program, including two (2) additional professional development hours, at Bryant Elementary School, from March 19, 2019 through May 02, 2019. Title III monies will be used to fund this program:

<b><u>Staff Member</u></b>	<b><u>Assignment</u></b>	<b><u>Stipend Amount (not to exceed)</u></b>
a. Teri Wilcox	Teacher/Lead Teacher	\$2,000 (40 hrs. max.)
b. Danielle Annuziata	Teacher	\$1,200 (24 hrs. max.)
c. Mei Linh La-Mui	Teacher	\$1,200 (24 hrs. max.)

6. that the Board approve four (4) chaperones for the Annual Fashion Show on April 04, 2019, at the rate of \$50 per hour:
- a. Luigi Venezia
  - b. Charlotte LoSchiavo
  - c. Eric Akselrad
  - d. Sean Holland

7. that the Board approve payment to the following FORUM staff members, to provide services in the PASS (Police/Parents and School Students) Program. The program will take place January 01, 2019 through December 31, 2019, as part of the PASS after-school program, at the rate of \$50 per hour, for a total of 682 hours, no to exceed \$34,100.

<b><u>Staff Member</u></b>	<b><u>Assignment</u></b>	<b><u>Hours</u></b>	<b><u>Max. Payment</u></b>
a. Nicholas Campestre	Clinical Supervisor	80	\$4,000
b. Yris Acevedo	After-school Counselor High School	140	\$7,000
c. Gianniil Hidalgo	After-school Counselor High/ Middle School	280	\$14,000
d. Javalda Powell	After-school Counselor Middle School	140	\$7,000
e. TBD	School Nurse	42	\$2,100

8. that the Board approve the following athletics coaches for the 2018-2019 school year. Stipend in accordance with the TTEA contract:

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Stipend Amount</u></b>
a. John Paladino	Tennis Head Coach	\$5,661.00
b. Samuel Griffin	Spring Weight Room Supervisor	\$3,397.50

9. that the Board approve the ESL Homework Support Program and the staff members listed below, at the rate of \$50.00 per hour, including two (2) additional professional development hours, effective March 26, 2019 through June 06, 2019:

<b><u>Staff Member</u></b>	<b><u>Title</u></b>	<b><u>Stipend Amount (not to exceed)</u></b>
a. Yaneth Mesa	Tutor	\$2,000 (20 hrs. max.)
b. Nicole Cooper	Tutor	\$2,000 (20 hrs. max.)

10. that the Board approve the following individual to be included on the list of Home Instructors, as needed, at \$50.00 per hour, for the 2018-2019 school year:

- a. Volodymyr Hunko

11. that the Board approve the following chaperones, for the Annual Spring Musical Play, March 29, 2019 at 7 pm, March 30, 2019 at 8pm and March 31, 2019 at 3 pm:
- a. Eric Akselrad
  - b. Mary Lorencovitz
12. that the Board approve the following location assignments, salaries, guide/step and longevity/differential, for the 2018-2019 school year, effective September 01, 2018 through June 30, 2019:

<b>Name</b>	<b>Guide/Step</b>	<b>Location</b>	<b>Salary</b>	<b>Longevity</b>
a. Kenneth Cieslak	MA+32/Step 10	Teaneck High School	\$90,800	



	ACCOUNT	DESCRIPTION	AMOUNT TRANSFERRED	
			From	To
T77	11-190-100-640-66-40-F-F 11-190-100-590-18-55-F-F	TEXTBKS/BF COPIER MAINTENANCE/BF INSTR	(5,000.00) (2,000.00) (7,000.00)	
	11-190-100-610-18-40-F-F 11-000-270-512-18-52-F-F	INSTRUCT'L SUPPLIES/BF TRIP TRANSPORTATION		5,000.00 <u>2,000.00</u> 7,000.00
	EXPLANATION: SUPPLIES,SCHOOL YEAR AND END OF YEAR TRIPS			
T80	11-190-100-610-14-40-X-D 12-000-100-730-14-31-S-D	INSTRUC SUPPLIES/TECH ED INSTR'L TECH/EQUIP	(12,150.00)	12,150.00
	EXPLANATION:INSTRUCTIONAL SUPPLIES/TECHNOLOGY UPGRADE			
T81	11-190-100-610-15-44-L-D 12-000-100-730-14-31-S-D	SOC STUD/INTTR SUPPLIES/DIST INST'L TECH/EQUIP	(16,800.00)	16,800.00
	EXPLANATION: INSTRUCTIONAL SUPPLIES/TECHNOLOGY UPGRADE			
T82	11-000-211-390-86-51-3-D 11-000-218-610-86-40-3-D	STUD INFORMATION SYST STUDENT DATA SUPPLIES	(5,300.00)	5,300.00
	EXPLANATION: LAP TOPS FOR STUDENT INFORMATION SYSTEM DEPARTMENT			
T83	11-000-270-514-46-52-0-C 11-000-270-517-92-52-0-D	CONTR/TRAN/SP-ED IN DIST NONPUBLIC TRANS-CTSA REG	(117,500.00)	117,500.00
	EXPLANATION: SOUTH BERGEN JOINTURE PUBLIC ROUTES			
T84	11-000-270-511-18-52-0-E 11-000-270-511-92-52-0-D 11-000-270-517-18-52-0-D	CONTR/TRANSP/PUBLIC LOCAL CONTR/TRANSP/PRIV PARCHL TRANSPORTATION PUBLIC/CTSA-REG	(40,000.00) (35,000.00) (75,000.00)	75,000.00
	EXPLANATION:SOUTH BERGEN JOINTURE PUBLIC ROUTES			
T85	11-000-270-503-92-52-0-0 12-000-270-734-71-52-0-D 11-000-251-580-83-50-0-0	AILO PAYMENTS FOR NON-PUBLIC EQUIP.SCHOOL BUS/SPECIAL SVC TRAVEL,CONF, WRKSHP/BUS/OFF	(3,260.00)	2,197.00 <u>1,063.00</u> 3,260.00
	EXPLANATION: PD TRANSPORTATION COORDINATOR AND CAMERAS FOR BUS			
T86	11-000-270-390-83-56-0-D 11-000-270-600-83-49-0-D	OTHER EXP./TRANS ROUTING SUPPLIES/TRANSPORTATION	(571.00)	571.00
	EXPLANATION: BUS DRIVER UNIFORMS AND GPS FOR BUS			
T87	11-190-100-610-18-40-F-F 11-000-223-580-19-50-F-F	INSTRUCTIONAL SUPPLIES/BF TRAVEL,CONF, WKSHOPS/BF	(3,200.00)	3,200.00
	EXPLANATION: ADMINISTRATORS PROFESSIONAL DEVELOPMENT			
T88	11-000-262-100-89-10-0-6 11-000-263-100-89-18-H-1	CONTR SAL/CUST DST III#6 OVERTIME GROUNDS	(4,542.41)	4,542.41
	EXPLANATION: GROUNDS CREW OT			
T89	11-190-100-340-86-50-2-D 11-000-252-610-86-49-2-D	PRCH'D TECH'L SERV/PC REPAIRS SUPPLIES & MATERIALS/TECH-NTWK	(4,035.46)	4,035.46
	EXPLANATION: TECHNOLOGY SUPPLIES			
T90	20-218-200-321-61-50-K-K 20-218-100-600-61-40-K-K 20-218-200-329-19-58-K-K	PURCH PROF ED SVC/PRE-K PRE-/K INST SUPPLIES MATERIALS PURCH PROF ED SVC/PRE-K	(2,782.81)	1,032.81 <u>1,750.00</u> 2,782.81
	EXPLANATION: SUPPLIES AND SERVICES PRE-K PROGRAM			

FINANCE COMMITTEE SIGNATURE

DATE

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**Professional Development**

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Name: Jennifer Ahearn  
School or Department: Lowell School  
Conference/Seminar/Workshop: National Council of Teachers of Mathematics Annual Conference 2019  
Location: San Diego, California  
Dates: April 2 – 6, 2019  
Estimated Cost: \$405 – Substitute Not Required (District Funded)

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Name: Madison Berry  
School or Department: Whittier School  
Conference/Seminar/Workshop: New Perspectives on Native American Art  
Location: New York, New York  
Dates: March 30, 2019  
Estimated Cost: \$25 – Substitute Not Required (District Funded)

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Name: Faith Mootoo  
School or Department: Teaneck High School  
Conference/Seminar/Workshop: New Jersey Teachers of English to Speakers of Other Languages 2019 Spring Conference  
Location: New Brunswick, New Jersey  
Dates: May 30, 2019  
Estimated Cost: \$34.52 – Substitute Required (District Funded)

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Name: Samantha Ross, Adriana Lagomarsino  
School or Department: Teaneck High School  
Conference/Seminar/Workshop: Big Square Table @ New Milford High School  
Location: New Milford, New Jersey  
Dates: March 8, 2019  
Estimated Cost: \$0 – Substitute Required (No Funding Required)

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Name: Luigi Venezia  
School or Department: Teaneck High School  
Conference/Seminar/Workshop: Johnson and Wales 2019 Food Service Educators Program  
Location: North Miami, Florida  
Dates: June 10 – June 14, 2019  
Estimated Cost: \$595 – Substitute Required (District Funded)

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Name: Chiara Levy  
School or Department: Teaneck High School  
Conference/Seminar/Workshop: 15<sup>th</sup> Annual School Counselor Conference  
Location: Union, New Jersey  
Dates: April 12, 2019  
Estimated Cost: \$35 – Substitute Not Required (District Funded)

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**Professional Development**

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Name: Fayth Petrucci  
School or Department: Business Office, Eugene Field  
Conference/Seminar/Workshop: NJ Pupil Transportation  
Location: Atlantic City/Golden Nugget  
Dates: 3/28/19, 3/29/19  
Estimated Cost: \$788.00 – Substitute Not Required (District Funding)

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Name: Fayth Petrucci  
School or Department: Business Office, Eugene Field  
Conference/Seminar/Workshop: Fleet Management  
Location: Parsippany NJ  
Dates: 2/26/19, 3/5/19, 3/12/19, 3/19/19  
Estimated Cost: \$393.00 – Substitute Not Required (District Funding)

---

Name: Fayth Petrucci  
School or Department: Business Office, Eugene Field  
Conference/Seminar/Workshop: Employee Training & Safety Education  
Location: New Brunswick, NJ  
Dates: 4/6/19, 4/13/19, 4/27/19, 5/4/19, 5/11/19, 5/18/19  
Estimated Cost: \$670.00 – Substitute Not Required (District Funding)

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Name: Fayth Petrucci  
School or Department: Business Office, Eugene Field  
Conference/Seminar/Workshop: Non-Public Transportation Meeting  
Location: PCTI, Wayne NJ  
Dates: 3/15/19  
Estimated Cost: \$0 – Substitute Not Required (No Funding Required)

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Name: Mohammed Saleh  
School or Department: Director of Technology, EF  
Conference/Seminar/Workshop: NJSBA Interactive Technology Conference  
Location: West Windsor, NJ  
Dates: March 8, 2019  
Estimated Cost: \$99.00 – Substitute Not Required (District Funding)

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**Professional Development**

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Name: Natasha Thomas, Samantha Messmer, Amanda Maikisch, Carrie Williams, Jennifer Ahearn

School or Department: Lowell

Conference/Seminar/Workshop: New Jersey Student Learning Standards – Science, Special Education, Geometry

Location: Pequannock, New Jersey

Date(s): March 21, 2019

Estimated Cost(s): \$620 – No Substitute Required - (District Funded)

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Name: Iris Hernandez

School or Department: Special Services

Conference/Seminar/Workshop: Directions for Behavioral Research on Severe Behavioral Disorders

Location: Caldwell, New Jersey

Date(s): April 26, 2019

Estimated Cost(s): \$125 – No Substitute Required - (District Funded)

---

Name: Ivy Stern

School or Department: Special Services

Conference/Seminar/Workshop: Hot Topics for Speech/Language Specialists

Location: Caldwell, New Jersey

Date(s): May 10, 2019

Estimated Cost(s): \$99 – No Substitute Required - (District Funded)

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**Field Trips**

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TEANECK HIGH SCHOOL MD/TRANSITION PROGRAM: 22 students, 3 staff  
Danny Gareri, Sean Aumack, Tanisha Drake

Trip Planned: New Jersey Convention and Expo Center  
Date: May 29, 2019  
Estimated Cost: \$7,000 (in total for the 2018-2019 school year)  
Substitutes Not Required

**EXPLANATION:**

Community Based Instruction would allow students in the MD/Transition classes to practice skills that they are learning in the class room, school and community. Those skills include, but are not limited to, social skills, pre-vocational job skills, behavioral skills, life skills and academic skills. There are two MD classes a total of 22 students and two Transition classes a total of 22 students. Only a portion of the students and staff would be traveling to the below destinations on any given day. All trips will use public transportation or walk.

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**Field Trips**


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Name: Joanna Ebert, Sean Gordon, Eileen Mursch, Rochelle Yaros, Belkis Petrus, Amanda Detrick, 3 parent chaperones

School or Department: Benjamin Franklin Middle School

Trip Planned: Van Cortlandt Manor

Location: Croton on Hudson, New York 60 Students

Date(s): May 21, 2019 Depart: 8:45 AM Return: 2:45 PM

Estimated Cost: \$1176.50 - Substitute Not Required (Parent Funded)

EXPLANATION: Students would tour the Manor, learn about Colonial times and take part in hands-on activities that depict life during that time period.

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Name: Claudia Grassi, Sonia Apreda, Colleen Pagan, Vatrell Graves, Elzbieta Biernacka, 10 paraprofessionals, 3 parent chaperones

School or Department: Benjamin Franklin Middle School

Trip Planned: Van Cortlandt Manor

Location: Croton on Hudson, New York 60 Students

Date(s): May 23, 2019 Depart: 8:45 AM Return: 2:45 PM

Estimated Cost: \$1176.50 – Substitute Not Required (Parent Funded)

EXPLANATION: Students would tour the Manor, learn about Colonial times and take part in hands-on activities that depict life during that time period.

---

Name: Gerald Henry, Ashley Davis, Karen Simpson, James DiMicelli, 2 paraprofessionals, 10 parent chaperones

School or Department: Whittier School

Trip Planned: New York Historical Society

Location: New York, New York 79 Students

Date(s): April 10, 2019 Depart: 8:30 AM Return: 2:00 PM

Estimated Cost: \$1061.50 – Substitute Not Required (District Funded \$250 for Transportation, Parent Funded \$811.50 tickets)

EXPLANATION: Students would be given a guided tour of the exhibit “Slavery in New York”.

---

Name: Madison Berry, James DiMicelli, Keith Orapello, Gerald Henry, 4 paraprofessionals, 3 parent chaperones

School or Department: Whittier School

Trip Planned: Metropolitan Museum of Arts

Location: New York, New York 42 Students

Date(s): May 16, 2019 Depart: 8:30 AM Return: 2:15 PM

Estimated Cost: \$751.25 – Substitute Required (Parent Funded)

EXPLANATION: Students would gain an appreciation for Art History through their study of artwork specific to the Museum’s collections.

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**Field Trips**


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Name: Danielle Amato, Jemara Blount, Tawana Smith, Felix Meija, Lisa Brown, Sandra Warren Givens, Colette Brantley, Maryann Doris, 3 paraprofessionals, 15 parent chaperones  
 School or Department: Hawthorne School

Trip Planned: Gate Hill Day Camp

Location: Stony Point, New York 90 Students

Date(s): June 13, 2019 Depart: 8:45 AM Return: 2:30 PM

Estimated Cost: \$4661.50 – Substitute Required (Parent Funded)

EXPLANATION: This is the Hawthorne School annual fourth grade end of year trip.

---

Name: Alison Colahan, Jean Choi, Danielle Drakeford, Keith Orapello, Anthony Ramson, 1 paraprofessional, 8 parent chaperones

School or Department: Whittier School

Trip Planned: Mobile Food Lab

Location: Lyndhurst, New Jersey 47 Students

Date(s): March 15, 2019 Depart: 8:45 AM Return: 2:30 PM

Estimated Cost: \$1514.82 – Substitute Required (Parent Funded)

EXPLANATION: Students would have the opportunity to investigate how the environment effects traits in live organisms.

---

Name: Alison Colahan, Valerie Astor, 6 parent chaperones

School or Department: Whittier School

Trip Planned: Mobile Food Lab

Location: Lyndhurst, New Jersey 38 Students

Date(s): March 21, 2019 Depart: 8:45 AM Return: 2:30 PM

Estimated Cost: \$1087.41 – Substitute Required (Parent Funded)

EXPLANATION: Students would have the opportunity to investigate how the environment effects traits in live organisms.

---

Name: Yris Acevedo, Gianniil Hidalgo

School or Department: Teaneck High School - FORUM

Trip Planned: Lucky Strike Bowling

Location: West Nyack, New York 12 Students

Date(s): March 27, 2019 Depart: 3:30 PM Return: 7:00 PM

Estimated Cost: \$813.22 – Substitute Not Required (Grant Funded)

EXPLANATION: This would provide an opportunity for students to practice social skills, and serve as a team builder and reward for positive group participation.

---

Name: Yris Acevedo, Gianniil Hidalgo

School or Department: Teaneck High School - FORUM

Trip Planned: Highline Park

Location: New York, New York 12 Students

Date(s): April 8, 2019 Depart: 3:30 PM Return: 7:00 PM

Estimated Cost: \$501.75 – Substitute Not Required (Grant Funded)

EXPLANATION: Students would learn the basics of photography through the capturing of images that reflect their goals and topics covered in the program.

---

**Field Trips**

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Name: Yris Acevedo, Giannil Hidalgo  
School or Department: Teaneck High School - FORUM  
Trip Planned: Last Minute Escape Room  
Location: Montclair, New Jersey 12 Students  
Date(s): April 10, 2019 Depart: 3:45 PM Return: 7:00 PM  
Estimated Cost: \$489.32 – Substitute Not Required (Grant Funded)  
EXPLANATION: This will act as a reward and incentive as well as, a team builder for hard work and participation in the program.

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**WALKING TRIP**

Name: Yris Acevedo, Giannil Hidalgo  
School or Department: Teaneck High School - FORUM  
Trip Planned: Yo Delight  
Location: Teaneck, New Jersey 12 Students  
Date(s): April 22, 2019 Depart: 4:00 PM Return: 5:00 PM  
Estimated Cost: \$140 – Substitute Not Required (Grant Funded)  
EXPLANATION: This would provide an opportunity for students to practice social skills, and serve as a team builder and reward for positive group participation.

---

Name: Yris Acevedo, Giannil Hidalgo  
School or Department: Teaneck High School - FORUM  
Trip Planned: Dave and Busters  
Location: Wayne, New Jersey 12 Students  
Date(s): April 29, 2019 Depart: 4:00 PM Return: 7:00 PM  
Estimated Cost: \$776.82 – Substitute Not Required (Grant Funded)  
EXPLANATION: This would provide an opportunity for students to practice social skills, and serve as a team builder and reward for positive group participation.

---

Name: Katie Cannao, Marc Monroe  
School or Department: Teaneck High School  
Trip Planned: Montclair State University  
Location: Montclair, New Jersey 30 Students  
Date(s): May 21, 2019 Depart: 8:20 AM Return: 2:15 PM  
Estimated Cost: \$287.41 – Substitute Required (District Funded)  
EXPLANATION: Students would gains the tools and skills required to start their own business.

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**Field Trips**

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Name: Nina Lionetti, Jean Choi, Valarie Astor, Karen Simpson

School or Department: Whittier School

Trip Planned: The Seeing Eye

Location: Morristown, New Jersey

16 Students

Date(s): April 23, 2019

Depart: 8:30 AM

Return: 2:00 PM

Estimated Cost: \$293.32 – Substitute Required (Parent Funded \$193.32, Grant Funded \$100.00)

EXPLANATION: Students would understand the role of one person taking leadership in solving problems and how ideas can spread to support communities in need.

---

**WALKING TRIP**

Name: Kathleen deMoncada, Yaneth Mesa

School or Department: Teaneck High School

Trip Planned: Holy Name Hospital

Location: Teaneck, New Jersey

15 Students

Date(s): March 22, 2019

Depart: 8:30 AM

Return: 11:30 AM

Estimated Cost: \$0 – Substitute Required (No Funding Required)

EXPLANATION: Students would be given a tour of the hospital and be given an overview of the medical profession.

---

Name: Rolando Monserrat, Sharon Bellin

School or Department: Teaneck High School

Trip Planned: Panasonic Creative Challenge

Location: Newark, New Jersey

3 Students

Date(s): March 13, 2019

Depart: 9:45 AM

Return: 2:00 PM

Estimated Cost: \$293 – Substitute Required (District Funded)

EXPLANATION: This is the oral presentation to Panasonic Engineers as part of the Panasonic Creative Design Challenge.

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**Fundraising Activities by School**

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School or Department: Benjamin Franklin Middle School  
Fundraising Activity: Sale of tickets to Basketball Game (Staff vs. Students)  
Sponsoring Organization: Benjamin Franklin Middle School Bulldogs Basketball Team  
Name of sponsors: Samantha Elie (Advisor/staff member)  
Participants: Staff would sell tickets to students  
Location: BFMS Main Office, Homerooms and after school  
Date(s): March 14, 2019 - March 22, 2019  
Estimated funds to be raised by this activity: \$300  
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used for the BFMS Bulldogs Basketball Player Awards Night.

---

School or Department: Benjamin Franklin Middle School  
Fundraising Activity: Bake Sale and Candy Sale  
Sponsoring Organization: BFMS National Junior Honor Society  
Name of sponsors: Jessie Gorant (Advisor/staff member)  
Participants: National Honor Society Members would sell to students  
Location: BFMS after school as determined by the principal's office  
Date(s): April 1, 2019 - April 30, 2019  
Estimated funds to be raised by this activity: \$150 - \$200  
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase socks to donate to the needy.

---

School or Department: Teaneck High School  
Fundraising Activity: Sale of Beefsteak Dinner Tickets  
Location of Event: The Brownstone Catering Hall, Paterson, NJ  
Sponsoring Organization: Teaneck Baseball  
Name of sponsors: Ed Klimek (Coach/staff member)  
Participants: Baseball Team and Coaches would sell to the community, friends and family  
Location: Date(s): March 14, 2019 - April 5, 2019  
Estimated funds to be raised by this activity: \$1,500  
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase uniforms and equipment.

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School or Department: Teaneck High School  
Fundraising Activity: Tickets and Concessions for Women's Empowerment Show  
Sponsoring Organization: H.E.A.L. (Helping Each Other Achieve Longevity) Female Mentoring Organization.  
Name of sponsors: Olivia Betances (Advisor/staff member)  
Participants: H.E.A.L. Club Members would sell to community, staff and students.  
Location: Sale during lunch as determined by the principal's office.  
Date(s): March 18, 2019 - March 21, 2019  
Estimated funds to be raised by this activity: \$500  
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used for H.E.A.L. Senior Scholarships.

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**Fundraising Activities by School**

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School or Department: Teaneck High School

Fundraising Activity: Sale of Volleyball Apparel

Sponsoring Organization: Boys' Volleyball Team

Name of sponsors: Jason McDonald (Coach/staff member)

Participants: Volleyball Team and Coaches would sell to the Teaneck Community

Location: After school as determined by the principal's office.

Date(s): April 1, 2019 - April 30, 2019

Estimated funds to be raised by this activity: \$1,500

Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to offset the cost for end of season dinners, camps and or gear for the team.

---

School or Department: Teaneck High School

Fundraising Activity: Volleyball Serve-a-thon Pledges

Sponsoring Organization: Boys' Volleyball Team

Name of sponsors: Jason McDonald (Coach/staff member)

Participants: Volleyball Team and Coaches would ask for pledges from students, family, friends and the Teaneck Community.

Location: After school as determined by the principal's office.

Date(s): April 17 - 18, 2019

Estimated funds to be raised by this activity: \$1,000

Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to reduce the cost to families for the end of season dinner.

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OUT-OF-DISTRICT TUITION CONTRACTS 2018-2019

<b>STUDENT ID#</b>	<b>SCHOOL</b>	<b>TUITION</b>	<b>START DATE</b>
102292	BSS-North Street School	\$61,560.00	2/8/2019
TOTAL		\$61,560.00	

CLINICIANS 2018-2019

<b>CLINICIAN</b>	<b>RATES</b>	<b>NOT TO EXCEED</b>
Mobility-Independence, LLC  (Previously known as Gerald Miller, Vision and Orientation Services) Board approved 9/12/18, motion #7, page 75)	\$160 hr. includes training of new staff	\$5,680
<b>TOTAL</b>		\$5,680

CH192/193 Funding Statement and Additional Funding Request

02/19/2019

*UNOFFICIAL Funding Statement \**

County: 03-BERGEN

District: 5150-TEANECK TWP

2018-19 FUNDING STATEMENT FOR SERVICES UNDER CHAPTERS 192 & 193 LAWS OF 1977 AS AMENDED

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 192

<u>Program</u>	<u>2018-19 Rate/Pupil</u>	<u>Pupils</u>	<u>Alloc. for each Service 2018-19</u>	<u>Add'l Pupils</u>	<u>Additional 2018-19 Funding</u>	<u>Total 2018-19 Funding to Date</u>
Compensatory Education*	\$995.33 X	85 =	\$71,913.00	6	\$3,046.00	\$74,959.00
E.S.L.*	\$1,015.00 X	28 =	\$24,157.00	0	\$0.00	\$24,157.00
Transportation*			\$15,810.00		\$0.00	\$15,810.00
<b>Total Alloc. for CH.192 Services - 2018-19</b>			<b>\$111,880.00</b>		<b>\$3,046.00</b>	<b>\$114,926.00 (A)</b>

\* Prorated at 85%

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 193

<u>Program</u>	<u>2018-19 Rate/Pupil</u>	<u>Pupils</u>	<u>Alloc. for each Service 2018-19</u>	<u>Add'l Pupils</u>	<u>Additional 2018-19 Funding</u>	<u>Total 2018-19 Funding to Date</u>
Initial Exam & Class.*	\$1,326.17 X	71 =	\$90,392.00	24	\$30,554.00	\$120,946.00
Annual Exam & Class.*	\$380.00 X	95 =	\$34,656.00	0	\$0.00	\$34,656.00
Corrective Speech*	\$930.00 X	47 =	\$41,962.00	25	\$20,088.00	\$62,050.00
Supplemental Instr.*	\$826.00 X	89 =	\$70,573.00	70	\$54,715.00	\$125,288.00
<b>Total Alloc. for CH.193 Services - 2018-19</b>			<b>\$237,583.00</b>		<b>\$105,357.00</b>	<b>\$342,940.00 (B)</b>

\* Prorated at 96%

**Total CH. 192/193 Allocation Payable (A + B):** \$457,866.00

**Calculated Monthly Payments:**

SEP	\$34,946.00	NOV	\$42,619.00	JAN	\$43,640.00	MAR	\$50,614.00	MAY	\$50,614.00
OCT	\$41,225.00	DEC	\$43,639.00	FEB	\$49,341.00	APR	\$50,614.00	JUN	\$50,614.00

[Back to Report Menu](#)

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*\*Official monthly Funding Statements are available through [School Aid - School Aid Payments and Notices](#) website on the homeroom after requests have been certified and the payment is processed each month.*

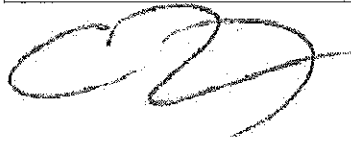
CORRECTIVE ACTION PLAN  
JUNE 2018

**NAME OF SCHOOL** Teaneck Board of Education      **COUNTY:** Bergen  
**TYPE OF AUDIT** Annual External Audit  
**DATE OF BOARD MEETING** February 13, 2019  
**CONTACT PERSON** Melissa Simmons  
**TELEPHONE NUMBER** 201-833-5527

RECOMMENDATION NUMBER	CORRECTIVE ACTION APPROVED BY BOARD	METHOD OF IMPLEMENTATION	PERSON(S) RESPONSIBLE FOR IMPLEMENTATION	COMPLETION DATE OF IMPLEMENTATION
Financial Planning, Accounting and Reporting 1.	Internal control procedures be reviewed and enhanced in the monitoring of available federal grant funds to ensure program funds are expended in the allowable grant period.	The district will review quarterly the spending of federal grants and review with grant administrator and principals their programs and discuss and program implementation and assurances to the spending of funds.	Business Administrator Assistant Superintendent Assistant to the Business Administrator Principals for School-wide programs	May 2019
School Purchasing Programs 1.	Payments made for additional services to the District's technology consultant be reviewed to ensure the services are not part of the original contract award.	The services have been in place since 2016 as part of the original contract. At this time the district determined to continue the auxiliary contract as an add-on and in the upcoming school year will look to bring these services in-house or rebid the	Business Administrator Director of Technology	May 2019

CORRECTIVE ACTION PLAN  
JUNE 2018

		auxiliary services if they are deemed to be over the bid threshold.		
Student Activities and Athletics Accounts 1.	All checks issued from the student activity accounts contain two authorized signatures as required by Board policy.	The student activity procedures will be reviewed with the staff at both middle schools to ensure compliance. Additionally, we will contact the bank to reassure that our checks are not honored if 2 signatures are not presented.	Business Administrator Assistant to the Business Administrator School Principals	March 2019
2.	Pre-numbered receipt tickets be completed and issued at the time the funds are received for deposit to the Thomas Jefferson Middle School student activity account. In addition, the composition of deposit (i.e. cash and checks) be completed in all instances.	The student activity receipt procedures will be review and retrained with staff. We will ensure that proper receipt books exist and that the accounting for deposits are done timely and properly according to procedure.	Business Administrator Assistant to the Business Administrator School Principal	May 2019



Chief School Administrator

C: County Superintendent



Business Administrator/Board Secretary





**COUNTY OF BERGEN**  
**DEPARTMENT OF HUMAN SERVICES**  
One Bergen County Plaza • 2nd Floor • Hackensack, NJ 07601-7076  
(201) 336-7474 • FAX (201) 336-7450

**James J. Tedesco III**  
Bergen County Executive

**Michael V. Bellucci**  
Acting Department Director

February 25, 2019

Nick Campestre  
Teaneck Public Schools  
PASS Partnership  
100 Elizabeth Avenue  
Teaneck, NJ 07666

Dear Mr. Campestre:

The BCYSC is in the process of preparing the 2019 contract for the PASS Partnership Program in the amount of \$61,435.

If you have any questions please do not hesitate to contact me at (201) 336-7457 or [jzielhofer@co.bergen.nj.us](mailto:jzielhofer@co.bergen.nj.us).

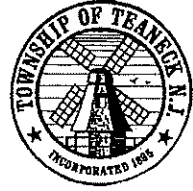
Sincerely,

Jamie Ziegelhofer, MSW, LSW  
BCYSC Administrator



# Teaneck Police Department

Administration  
900 Teaneck Road  
Teaneck, New Jersey 07666  
(201) 837-2600



Glenn M. O'Reilly  
Chief of Police

John A. Faggello  
Deputy Chief of Police

Bergen County Department of Human Services  
One Bergen County Plaza, 2<sup>nd</sup> Floor  
Hackensack, NJ 07601

8/14/2017

I am writing in support of the application for funds, being submitted by the Teaneck High School FORUM, for a Juvenile Delinquency Prevention Program. The PASS partnership (Police/Parents and Students, Schools) will provide a structured after-school program in which students would receive anger management and life skills training that will include educational and vocational planning and positive decision making. Members of the Teaneck Police Department's Juvenile Bureau will refer appropriate youth, who have become involved in minor delinquent acts while at school, home or in the community.

This program is critical to preventing juvenile delinquency and building the self-esteem of young people in our community. Since the program was started nearly 10 years ago, it has grown to reach students in both middle and high school and continues to provide valuable services that help to prevent juvenile delinquency.

The Teaneck High School FORUM has many qualities that make the organization an excellent selection to provide this program. This includes, but is not limited to familiarity with the youth of Teaneck, knowledge of community resources and a strong collaborative relationship with The Teaneck Police Department's Juvenile Bureau and school resource officer.

If I can answer any questions or provide additional information, please do not hesitate to contact me.

Sincerely,

Glenn M. O'Reilly  
Chief of Police



A New Jersey State Association of Chiefs of Police Accredited Law Enforcement Agency

**COUNTY OF BERGEN – DEPARTMENT OF HUMAN SERVICES  
 REQUEST FOR PROPOSALS No. 17-017  
 SERVICES TO PREVENT OR REDUCE JUVENILE DELINQUENCY AND TO PROVIDE  
 SANCTIONS AND SERVICES FOR YOUTHS WHO ARE ALREADY INVOLVED IN THE  
 JUVENILE JUSTICE SYSTEM**

**Proposal Summary Sheet**


Name of Applicant: Teaneck Public Schools  
 Name of Program: PASS Program  
 Address of Applicant: One Merrison Street, Teaneck, NJ 07666  
 Address of Program: 100 Elizabeth Avenue, Teaneck, NJ 07666  
 (if different from above)  
 Contact Person/Title: Nick Campestre/Coordinator School Based Youth Services  
 Telephone Number: 201 833-5136 Fax: 201 862-2478 Email ncampestre@teaneckschools.org

**AMOUNT REQUESTED: \$ 61,435**

FUNDING CATEGORY	SERVICE PRIORITY
DELINQUENCY PREVENTION	<input checked="" type="checkbox"/> Positive Youth Development <input type="checkbox"/> Technology Dependency
DIVERSION – LAW ENFORCEMENT	<input type="checkbox"/> Alcohol/Substance Abuse <input type="checkbox"/> Character Development Skills <input type="checkbox"/> Cyberbullying and Sexting <input type="checkbox"/> Clinical Fire Setting
DIVERSION - JUVENILE/FAMILY CRISIS INTERVENTION UNIT	<input type="checkbox"/> Multi-Systemic Therapy <input type="checkbox"/> Character Development Skills <input type="checkbox"/> Cyberbullying and Sexting <input type="checkbox"/> Alcohol/Substance Abuse <input type="checkbox"/> Clinical Fire Setting
DIVERSION - FAMILY COURT	<input type="checkbox"/> Character Development Skills <input type="checkbox"/> Cyberbullying and Sexting <input type="checkbox"/> Alcohol/Substance Abuse <input type="checkbox"/> Clinical Fire Setting
DETENTION	<input type="checkbox"/> Psychiatric <input type="checkbox"/> Psychological <input type="checkbox"/> Neurological <input type="checkbox"/> Clinical Fire Setting <input type="checkbox"/> Alcohol/Substance Abuse <input type="checkbox"/> Transportation Services
DISPOSITION	<input type="checkbox"/> Psychiatric <input type="checkbox"/> Psychological <input type="checkbox"/> Neurological <input type="checkbox"/> Alcohol/Substance Abuse Assessments <input type="checkbox"/> Alcohol/Substance Abuse <input type="checkbox"/> Clinical Fire Setting Treatment <input type="checkbox"/> Character Development Skills <input type="checkbox"/> Cyberbullying and Sexting <input type="checkbox"/> Vocational Skills <input type="checkbox"/> Transportation Services
REENTRY	<input type="checkbox"/> Multi-Systemic Therapy

Affirmation: I hereby certify that all information contained herein is accurate to the best of my knowledge, the application is complete, devoid of any conflict of interest, and all Federal and State regulations pertaining to this application are being followed.

Authorizing Official: Nick Campestre Title: Coordinator SBYS

Signature/Authorizing Official:  Date: 9-14-17

**Budget Narrative**

**A. Personnel:**

- 1. Clinical Supervisor – Will meet with staff to provide clinical supervision, prepare all expenditure and narrative reports, lead all data collection and analysis and performance improvement efforts and serve as a substitute counselor in the case of staff absence. 4 hours per week for 20 weeks at \$50 per hour. Total \$4,000.**
  
- 2. 4 Counselors – Two counselors will be assigned to the middle school group and two counselors will be assigned to high school group. Counselors will conduct initial assessments and group, individual and family counseling and provide referrals when appropriate. Counselors will maintain client charts and be active in performance improvement and data collection efforts. 4 counselors – 8 hours per week(6 hrs direct and 2 hours prep) for 20 weeks at \$50 per hour. 160 hours per week x \$50 /h =\$8000 per counselor x 4. Total - \$32,000**
  
- 3. 1 Nurse( if needed) for trips as per Teaneck Board of Education Policy 14 trips per year at 3 hrs per trip at \$50 per hour (Teaneck Board of Education contracted rate) Total \$2100**
  
- 4. Secretary – To assist in scheduling appointments, preparing paperwork, answering phones, greeting parents and youth. 2 hours per week for 20 weeks @ \$50 per hour. Total \$2000**

**Total for Salaries = \$40,100**

**3. Benefits**

- FICA - \$40,000 in salaries x .0765 = \$3068
- Benefits \$40,000 in salaries x .007 = \$281

**Total for Benefits = \$3349**

**Personnel total requested program costs = \$43,449.**

**B. Consultation & Fees:****1. Guest Speakers –****Melissa Straub – High Impact Youth Training Solutions LLC**

[www.youthtrainingsolutions.com](http://www.youthtrainingsolutions.com) Workshop for parents and students on issues with social media and responsible online communication, cyber bullying and it's fallout and internet addiction.

Melissa Straub is a Private Investigator and social justice advocate, She is a highly experienced and credentialed professional within the investigative and consulting arena since 1993 and is a licensed Private Detective in the State of New Jersey. In addition, Melissa holds a Bachelor of Arts in Political Science/Pre Law and Master's Degree in Counseling and a New Jersey State School Counselors certification, enabling a deeper understanding of current social justice and child advocacy issues. Melissa possesses many technical certifications and computer forensic background.

**3 sessions per year (1 High School, 1 Middle School, 1 parent.) \$200 per session.  
Total = \$600**

**Unwrap Your Gift – Jean Clervil – [www.Mr.changinglives.com](http://www.Mr.changinglives.com)**

This interactive workshop explains the steps needed to choose one's career and/or begin in its pursuit. These steps include decision-making, belief and taking action. The audience will not only become inspired to chase their dreams, but will also be equipped with strategies to fuel and sustain their inspiration.

**Jean Clervil** has motivated many to find out exactly what they want to do for a living; especially students through his poetry, inspirational stories and successful strategies. Having overcome his internal battles with fear and pressure to succeed as a college student, Jean used his imagination to create a career for himself. Jean's gifts made a career for him as he published two books while in college along with taking social media by storm with his influential quotes. His poetry and strategies have not only left students inspired but motivated to take action towards the career of their dreams. Jean changes lives by showing audiences across the globe how they are an idea away from being a success story. **2 sessions per year (1 HS, 1 MS) at \$200 per session. Total = \$400.**

**Plethora Media Group – I.C.O.Y. Program** - The I.C.O.Y. program (Images Captured by Our Youth) has been created by Plethora's founders, Keenon Perry and Saudia Mitchell, and is aimed at giving youth a visual medium to express their talents while exhibiting their world-view. In this case, the medium will be photographs captured by our program's participants. The program will include instruction on image capturing, local field trip, basic photographic skills and techniques as well as a hands-on group project allowing the participants to exercise their newly acquired skills. **2 sessions per year (1 HS, 1 Middle School) \$600 per session. Total requested program cost = \$1200.**

**Ayana Iman – Discussion would focus on self efficacy, building a plan for success and having confidence in decisions.** Ayana Iman is a native of Trenton, NJ, and proud New Jersey resident. In 2015, she launched her career as an Inspirational Speaker and Self-Help Blogger, using her website [www.ayanaiman.com](http://www.ayanaiman.com) to teach others how to live in the “light” and cultivate an attitude of gratitude. She is also a Certified Life Coach and author of *All That Matters: A Book About Families*. Her focus on community collaborations has led her to a number of volunteer opportunities, partnerships, and leadership roles. Ayana is an advocate for education and recently received her Master’s in Strategic Organizational Communication from Rutgers University. **2 sessions per year (1 High School, 1 Middle School) at \$200 per session. Total requested program cost = \$400.**

**Consultants and fees total requested program costs = \$2600.**

### **C. Materials and Supplies**

- 1. Juice Boxes, no sugar added – Case of 32 at \$10 per case. 2 cases per week for 20 weeks. Total = \$400. Total program requested cost = \$400.**
- 2. Meals @ \$200 per week for 20 weeks. Total program requested cost = \$4000**
- 3. Office Supplies – Pens, pencils, paper, notebooks and other various office supplies. Total = \$500. \$200 will be provided through the FORUM grant. Total program requested cost = \$300.**
- 4. Therapy Resources – Includes workbooks, handouts, videos, journals and therapeutic games for use during individual, group and family counseling sessions. Total program requested cost = \$300.**
- 5. Miscellaneous Supplies – Paper plates, paper towels, napkins, serving gloves, hair nets, table cloths, and hand sanitizer. Total = \$400 Total program requested cost = \$400.**

**Materials and Supplies total requested program costs = \$5400**

### **D. Facility Costs/Utility Costs**

**All facility and utility costs are provided by the Teaneck Public Schools.**

### **E. Specific Assistance to Client**

**None.**

### **F. Miscellaneous**

**1. Field Trip Admissions – 14 recreation field trips per year (7 middle school, 7 high school.) 2 cycles per year.**

**Cycle 1: 1/1/18- 6/30/18:**

- **Monster Mini-Golf – 2 trips@15 students per trip (1 HS, 1 MS) Includes Golf, games and Meals \$16 per student food included x 30 = \$480**

- **Maggianos Restaurant- Students learn table etiquette and positive peer interaction. 2 Trips (1 HS,1MS) \$34 per person includes meal and service charge x 30 = \$1020**

**Montclair State University - No admission cost. 2 Trips (1HS, 1 MS)**

- **Dave and Busters – 2 trips@15 students per trip (1 HS, 1 MS) Includes meal and unlimited gaming. \$36 per student x 30 = \$1080**

**Cycle 2: 9/1/18 – 12/30/18:**

**Montclair State University – No admission Cost 2 Trips (1HS, 1 MS)**

- **Lucky Strikes Bowling – 2 trips@15 students per trip (1 HS, 1 MS) Includes Bowling, and Food.. \$21 per student x 30 = \$630**

- **Dave and Busters – 2 trips@15 students per trip (1 HS, 1 MS) Includes meal and unlimited gaming. \$36 per student x 30 = \$1080**

**Total requested trip admission program costs = \$4290**

**2. Student Incentives – Students earn \$20 gift cards based on attendance and performance in the group. 100 gift cards at \$20 (includes service charge).**

**Total requested incentives program costs = \$2,000**

**3. Field Trip Transportation –**

- **Busses for trips to Monster Mini-Golf \$184 x2 = \$ 368**
- **Busses for trips to Maggianos \$184 x2 = \$ 368**
- **Busses for trips to Dave and Busters \$300 x 4 = \$ 1200**
- **Busses for trips to Lucky Strike Bowling \$300 x 2 = \$ 600**
- **Busses for trips to Montclair State University \$290 x 4 = \$ 1160**

**Total requested transportation program costs = \$3,696**

**Total Miscellaneous requested program costs = \$9986**

**TOTAL PROGRAM COSTS REQUESTED \$61,435**

**COUNTY OF BERGEN – DEPARTMENT OF HUMAN SERVICES  
REQUEST FOR PROPOSALS No. 17-017  
SERVICES TO PREVENT OR REDUCE JUVENILE DELINQUENCY AND TO PROVIDE  
SANCTIONS AND SERVICES FOR YOUTHS WHO ARE ALREADY INVOLVED IN THE  
JUVENILE JUSTICE SYSTEM**

**Proposal Narrative**

Refer to the RFP Guidelines Appendix A - Funding Categories and Service Priorities. Proposals that do not address a Service Priority will be eliminated from consideration.

If applying for more than one Service Priority, submit a complete proposal for each. If applying for the same Service Priority in more than one Funding Category, break out the level of service, outcomes, and budget allocation by Funding Category.

**I. Agency Description**

Briefly state the applicant's mission, goals and objectives.

The Teaneck school district has a long history of support for district families, including creating one of the first afterschool programs in the county and developing a comprehensive K-12 counseling department, including an elementary-level counseling program (offered by very few school districts in New Jersey). In 1991, the district used local funds to create a drop-in center, the Teaneck High School FORUM (Forging Opportunities for Reasoning, Understanding and Maturity.) with the mission To inspire the positive emotional, physical, social and academic development of Teaneck residents aged 13-19 through comprehensive and easily accessible services. The district had applied for funding from the NJ Department of Human Services to start a School-Based Youth Services Program (SBYSP) and, despite not being initially funded by the state, used the SBYSP model for the drop-in center with a combination of funding from the public schools and Township of Teaneck. SBYSP's are high school or middle-school-based centers that offer mental health services and services designed to prevent violence, pregnancy and substance abuse; address primary and preventive health issues; foster career planning, academic success, positive behaviors and decision making; and provide part-time job placement, academic support, recreation, and after-school programming. In 2005 the district did receive state funding, which greatly expanded the FORUM's capacity to attract and retain excellent staff. (The district and township also continue to provide funding.) The FORUM operates under the auspices of the Department of Counseling and Guidance, and the FORUM Coordinator reports to Aaron Kleinman the district's Supervisor of Guidance. The program utilizes an advisory board of parents, students, community members, and other stakeholders as indicated in the SBYSP model. Several times during its history the FORUM has received Letters of Commendation from the State of New Jersey for its high level of service and innovative programming. In addition, FORUM programs have been recognized by several community organizations including Teaneck Comes Together, The Teaneck Chamber of Commerce, The Rotary Club of Teaneck, and The Teaneck-Englewood and Vicinity Club of The National Association of Negro Business and Professional Women's Clubs.



## II. Program Description

Write a brief descriptive summary of your program and services offered. The description should present a clear picture of what, why, where, how, for whom, and as applicable the frequency of services provided.

The Teaneck Public Schools looks to develop innovative support services to address the special challenges that families with children in the district face. In 2016, The Township of Teaneck had the fourth-highest number of charges filed against juveniles among towns in Bergen County. The township's public schools have an increasing percentage of students who are at risk because of economic and family factors—38% of students in the district are eligible for free or reduced lunch—and such household factors are strongly correlated with juvenile delinquency. District personnel have specifically identified difficulties with middle school students transitioning successfully to the high school, increasing numbers of students who are unable to attain proficiency on standardized state tests, and parents/guardians who are working very long hours and cannot adequately supervise youth after school as representative of the issues facing the district.

The PASS (Parent and School Student) Partnership is a Delinquency Prevention Program that addresses all of the Service Priorities identified in the RFP: positive youth development programming beginning at the middle school level; academic skills enhancement; positive, structured after-school activities; a vocational planning and job skills component; a cognitive/behavioral protocol utilizing a points structure; anger management and conflict resolution; programs to educate about and prevent substance abuse and gang participation; mentoring; character education; civic responsibility; and technology safety awareness for parents and youth. The program includes a parent/guardian component for family members and many opportunities for youth to participate in the planning of day to day program activities. Eligible youth would be Teaneck residents, aged 12-17, who have been identified by the Teaneck Police Department, parents, district counseling staff, or others as being at risk for serious behavioral problems and delinquency.

Each participant would attend a minimum of one semester-long cycle, participating in an average of 6-8 hours per week of group and family counseling activities. The primary components would be structured after-school groups and a monthly family support group meeting for students, parents and guardians. The PASS Partnership would meet at Teaneck High School in the FORUM. The high school provides a central location that is easily traveled to by students throughout Teaneck. The program would run from 4 p.m. to 7 p.m., with a light meal provided, in order to serve in- and out-of-school youth. It would run on Mondays and Wednesdays for high school students and Tuesdays and Thursdays for middle school students for 20 weeks during the school year, between mid-January and mid-June and again between mid-September and mid-December, with "wraparound" support during summer. This schedule would provide a safe and positive environment during those days and times that parents are not home and youth are most likely to be without positive activities.

The program structure consists of four units per day:

■ 4:00 – 5:00pm: Sign in, Homework time and Community Meeting: Introduce new members; complete/begin homework assignments, discuss daily schedule, and any issues from the Members' day, students will be able to give feedback and recommendations on program activities during this time.

5:00 – 5:30: Light Meal

5:30 – 6:30: Group Activities: Academic/Vocational Skills (career exploration and goal setting; research on vocations and how to prepare for them; speakers and field trips; recreational activities; postsecondary and college options); Life Skills (decision-making, goal setting and planning, communication skills and self-esteem, technology safety); Anger Management Groups (recognizing and coping with negative feelings; communication skills; relaxation techniques); Substance Abuse and Gang Prevention; Young Men's/Young Women's Issues (gender-specific concerns)

6:30-7:00: Closing Activity: Points negotiation – Self assessment activity.

7:00 – Dismissal

### III. Scope of Services

A. Describe the specific activities or methodologies that will be used. Provide justification for program design/methodology and the anticipated effectiveness with the target population. Describe how this program design/methodology addresses the Causes and Correlates of Delinquency.

Rationale for the Program Methodology: The PASS Partnership builds on the School-Based Youth Services Program (SBYSP) prevention methodology as operationalized in Standards for Prevention Programs: Building Success Through Family Support (NJ Department of Children & Families, 2003) and The Youth Thrive Framework™ (The Center for the Study of Social Policy 2011). The Standards for Prevention Programs and The Youth Thrive Framework™ are focused on promoting healthy youth development and building protective factors in order to improve youth's ability to overcome adversity and to excel to their fullest potential. As a prevention program, the FORUM utilizes a strengths-based methodology and strives to deliver interventions with a wide range of opportunities for students to participate in positive, supportive activities that promote their personal health and development, leadership skills, and academic and vocational growth. Within the SBYSP framework, each program delivers services to address a set of core areas including mental health, recreation, academic support, preventative health and employment. Each site is encouraged to develop innovative programs responsive to their students' needs and requests.

In designing the PASS Partnership, which is structured and contractual (with expectations for participation, completion, and parent/guardian involvement), counseling staff are drawing on their clinical experience and on interventions that foster healthy youth development. The small-group methodology of the activities is reinforced by a clinician-run family support group and numerous wraparound services. The program would use a point system to help members learn to accept responsibility for their actions, develop and use negotiation skills and earn incentives. The system is designed to allow members to support one another in their goal to make positive change. These interventions are designed to address the causes and correlates of delinquency described in the following section.

#### Addressing the Causes and Correlates of Delinquency:

Family/Household: The PASS Partnership includes parents/guardians as essential to the team working to help the youth develop life skills, set goals, and change the behaviors that may lead to negative contact with the police and juvenile justice system. The program design requires that a parent or guardian participate in the intake process; sign the participation agreement; and be open to participating in monthly family support meetings. These sessions are intended to provide support, skill development, and staff input as the parent and child deal with new roles and changes in the parent's oversight and involvement with the child's activities. PASS staff would also refer parents and guardians to state and local social and child behavioral health services as appropriate.

Education/Vocation: Many issues including; poor academic performance, a lack of interest in and commitment to school, and negative behavior in the educational setting—can often be linked to a lack of basic skills and knowledge of postsecondary alternatives. Teaneck Public Schools has made learning support a priority service; offering academic enrichment programs throughout the year. Middle school students are offered extra help and tutoring; the FORUM offers tutoring, computer access, and the innovative Homework Club. (The FORUM also sponsors, a summer SAT preparation class; Teaneck High School also offers a free SAT preparation class during the school year for any age-appropriate Teaneck resident.) The PASS Partnership includes a vocational counseling and exploration component, and gives youth an opportunity to explore the work world, including skilled trades, and both college and other postsecondary educational options. The FORUM's job placement counselor assists interested youth in finding part-time or (for out-of-school youth) full-time jobs, to increase employability skills, self-esteem, and earnings.

Substance Abuse—Peers/Role Models—Attitudes/Behaviors—Use of Time/Leisure Activity The structured afterschool program would provide positive, supervised activities for participants; offer educational programs on the dangers of drugs and alcohol, including presentations by individuals currently in recovery; address attitudes and poor decision-making skills through life skills, vocational planning, responsible technology use, decision-making, and anger management activities; address the role of negative peer models; and provide positive adult and vocational role models through vocational guest speakers, staff modeling, and referral to FORUM activity clubs and mentoring programs.

B. Proposed Level of Service (LOS) – Indicate the number of unduplicated clients/families to be served. Describe the unit(s) of service and indicate the total number of units to be provided for each service (level of service). Include a description of the method used for calculating the level of service. If applying for the same service in more than one Funding Category, break out LOS by Funding Category.

The program would serve a minimum of 40 unduplicated middle and high school youth per year. During each of two cycles—one in the fall and one in the spring semester—the high school and middle school students would meet two times weekly in separate groups. The level of service is predicated on a total student participation of no more than 30 participants (combined Middle School & High School) in any one cycle. Some students may participate in a second cycle. Program staff will conduct 12 -16 hours of direct client/family contact per week for 20 weeks. (6-8 hours Middle School, 6-8 hours High School). A total of 320 contact hours will be provided per year. Contact hours will consist of: group, individual and family counseling, parent support groups and intake meetings.

This level of service was based on the PASS Partnership staffs' experience during the program's first nine years and on a small-group methodology.

C. Describe the anticipated client outcomes for the proposed service. For each outcome include: Justification that the program design/methodology will result in the desired outcomes; Information that will be collected and documentation to be used to measure each outcome; and the anticipated percentage of clients served that will achieve each outcome. If applying for the same service in more than one Funding Category, break out LOS by Funding Category.

NOTE: Data on outcomes from the PASS program's first nine years can be found in the section on Agency Capacity. (If needed a copy of this section is included at the end of the package in larger font.)

Goal 1 Prevent or decrease negative behaviors, including contact with the Teaneck or other Police Departments and subsequent involvement with the juvenile justice system  
 Objective 1.1 Eighty (80) percent of enrolled participants will meet PASS attendance requirements  
 Objective 1.2 Eighty (80) percent of participants who successfully attend and graduate from the program will demonstrate no [further] negative police contact during one year after program completion  
 Objective 1.3 Seventy-five (75) percent of students who successfully complete the program will reduce out-of-school suspensions during the next school year  
 Outcome Indicators: Records of attendance at PASS sessions; records of participation in family counseling; written documentation of completion of participation plan requirements; records of follow up contact with police, parents, or guidance counselors.

Goal 2 Increase youth coping skills in dealing with anger management, interpersonal conflict, peer pressure, and impulsive decision making  
 Objective 2.1 Eighty (80) percent of participants will demonstrate mastery of knowledge and implementation of skills in responding to situations and encounters that provoke violent or angry responses, pressure youth toward delinquent behaviors, or escalate due to poor communication skills.  
 Outcome Indicators: Pre- and post-assessment of self-management skills; pre- and posttests of coping skills; records of anger management groups or gender-specific groups; participant reports of behaviors in or out of school; reports of parents, guidance, and other school personnel

Goal 3 Improve family functioning by enhancing parenting skills and support for parents and guardians, and addressing economic stresses related to housing, employment, or other areas  
 Objective 3.1 Sixty (60) percent of parents/guardians who agree to participate in the program will attend at least one family support session per month.  
 Objective 3.2 Fifty (50) percent of parents/guardians participating in the program will report moderate to significant improvement in their ability to manage conflicts with their child.  
 Objective 3.3 One hundred (100) percent of participating parents/guardians will be surveyed to determine employment, educational, or social service needs, and referred to community social services, crisis intervention, job training or placement, and scholarships/referrals to Adult Basic Education, Remedial, ESL, or GED classes if needed.  
 Outcome Indicators: Family counseling records and report; pre- and post assessments of parenting skills and efficacy; needs assessments; records of referrals; follow up information

Goal 4 Increase participants' life skills in the areas of decision making, technology safety, goal setting, and long-range planning, including vocational and educational planning and job placement, to promote healthy youth development  
 Objective 4.1 Eighty (80) percent of participating youth will improve their knowledge of skills in goal setting, short-range planning, and long-range planning.  
 Objective 4.2 Eighty (80) percent of participating youth will show increase in their awareness of technology safety.  
 Objective 4.3 Eighty (80) percent of participating youth will complete a tentative or hypothetical career plan that will include career research and selection, identifying secondary requirements for that career (e.g. advanced algebra), researching postsecondary preparation options (if applicable), and a time-line for completion of the plan  
 Objective 4.4 Eighty (80) percent of youth (14-17) requesting help in finding employment will be given job-search assistance through the FORUM employment counseling service.  
 Outcome Indicators: Pre and post assessments of employability skills (career research, educational options knowledge, job finding and retention); and technology safety competencies; copies of career of plans and time-lines; records of appointments with school guidance staff for financial aid or other input; employment placement records; records of guest speakers on life and career skills; records of field trips to colleges, career venues, and postsecondary training programs.

Goal 5 Increase academic achievement for participants who are in need of improvement  
 Objective 5.1 One hundred (100) percent of participants will be assessed to evaluate remediation or learning support needs, and referred to tutoring or the FORUM Homework Club (for in-school participants), or Basic Remediation/Adult Basic Education/GED preparation programs in the community.  
 Outcome Indicators: Assessment results; records of referrals to learning support programs, basic skills, or GED programs; follow up information; GED test scores; school records

Goal 6 Increase youth participation in positive social activities that provide opportunities for bonding with peers and staff, both in the small group and in other school programs and extracurricular activities, clubs, and programs  
 Objective 6.1 One hundred (100) percent of participants will be offered the opportunity to participate in PASS group activities (movies, bowling, dining out) and introduced to other district social and extracurricular activities, clubs, and programs  
 Objective 6.2 Fifty (50) percent of participants on both the middle and high school levels will begin to participate in district activities (clubs, team sports, or other group activities)  
 Outcome Indicators: Attendance records, participants feedback forms; student records; student report; staff observation.

Goal 7 Increase the number of at-risk middle school youth who make a positive transition from middle to high school  
 Objective 7.1 One hundred (100) percent of referred middle school youth will be assessed to identify needs for learning support, mental health services, or family support, and will be linked to appropriate and available district or community services  
 Objective 7.2 Seventy-five (75) percent of students transitioning into ninth grade after completing the PASS program will have no out-of-school suspensions during the next school year.  
 Outcome Indicators: Attendance records, participants feedback forms; student records; student report; staff observation.

### C. Anticipated Program Outcomes

NOTE: Data on outcomes from the PASS program's first nine years can be found in the section on Agency Capacity.

Goal 1 Prevent or decrease negative behaviors, including contact with the Teaneck or other Police Departments and subsequent involvement with the juvenile justice system

Objective 1.1 Eighty (80) percent of enrolled participants will meet PASS attendance requirements

Objective 1.2 Eighty (80) percent of participants who successfully attend and graduate from the program will demonstrate no [further] negative police contact during one year after program completion

Objective 1.3 Seventy-five (75) percent of students who successfully complete the program will reduce out-of-school suspensions during the next school year

Outcome Indicators: Records of attendance at PASS sessions; records of participation in family counseling; written documentation of completion of participation plan requirements; records of follow up contact with police, parents, or guidance counselors.

Goal 2 Increase youth coping skills in dealing with anger management, interpersonal conflict, peer pressure, and impulsive decision making

Objective 2.1 Eighty (80) percent of participants will demonstrate mastery of knowledge and implementation of skills in responding to situations and encounters that provoke violent or angry responses, pressure youth toward delinquent behaviors, or escalate due to poor communication skills.

Outcome Indicators: Pre- and post-assessment of self-management skills; pre- and posttests of coping skills; records of anger management groups or gender-specific groups; participant reports of behaviors in or out of school; reports of parents, guidance, and other school personnel

Goal 3 Improve family functioning by enhancing parenting skills and support for parents and guardians, and addressing economic stresses related to housing, employment, or other areas

Objective 3.1 Sixty (60) percent of parents/guardians who agree to participate in the program will attend at least one family support session per month.

Objective 3.2 Fifty (50) percent of parents/guardians participating in the program will report moderate to significant improvement in their ability to manage conflicts with their child.

Objective 3.3 One hundred (100) percent of participating parents/guardians will be surveyed to determine employment, educational, or social service needs, and referred to community social services, crisis intervention, job training or placement, and scholarships/referrals to Adult Basic Education, Remedial, ESL, or GED classes if needed.

Outcome Indicators: Family counseling records and report; pre- and post assessments of parenting skills and efficacy; needs assessments; records of referrals; follow up information

Goal 4 Increase participants' life skills in the areas of decision making, technology safety, goal setting, and long-range planning, including vocational and educational planning and job placement, to promote healthy youth development

Objective 4.1 Eighty (80) percent of participating youth will improve their knowledge of skills in goal setting, short-range planning, and long-range planning.

Objective 4.2 Eighty (80) percent of participating youth will show increase in their awareness of technology safety.

Objective 4.3 Eighty (80) percent of participating youth will complete a tentative or hypothetical career plan that will include career research and selection, identifying secondary requirements for that career (e.g. advanced algebra), researching postsecondary preparation options (if applicable), and a time-line for completion of the plan

Objective 4.4 Eighty (80) percent of youth (14-17) requesting help in finding employment will be given job-search assistance through the FORUM employment counseling service.

Outcome Indicators: Pre and post assessments of employability skills (career research, educational options knowledge, job finding and retention); and technology safety competencies; copies of career plans and time-lines; records of appointments with school guidance staff for financial aid or other input; employment placement records; records of guest speakers on life and career skills; records of field trips to colleges, career venues, and postsecondary training programs.

Goal 5 Increase academic achievement for participants who are in need of improvement

Objective 5.1 One hundred (100) percent of participants will be assessed to evaluate remediation or learning support needs, and referred to tutoring or the FORUM Homework Club (for in-school participants), or Basic Remediation/Adult Basic Education/GED preparation programs in the community.

Outcome indicators: Assessment results; records of referrals to learning support programs, basic skills, or GED programs; follow up information; GED test scores; school records

Goal 6 Increase youth participation in positive social activities that provide opportunities for bonding with peers and staff, both in the small group and in other school programs

Objective 6.1 One hundred (100) percent of participants will be offered the opportunity to participate in PASS group activities (movies, bowling, dining out) and introduced to other district social and extracurricular activities, clubs, and programs

Objective 6.2 Fifty (50) percent of participants on both the middle and high school levels will begin to participate in district activities (clubs, team sports, or other group activities)

Outcome indicators: Attendance records, participants feedback forms; student records; student report; staff observation.

Goal 7 Increase the number of at-risk middle school youth who make a positive transition from middle to high school

Objective 7.1 One hundred (100) percent of referred middle school youth will be assessed to identify needs for learning support, mental health services, or family support, and will be linked to appropriate and available district or community services

Objective 7.2 Seventy-five (75) percent of students transitioning into ninth grade after completing the PASS program will have no out-of-school suspensions during the next school year.

Outcome indicators: Attendance records, participants feedback forms; student records; student report; staff observation.

D. Describe procedures for monitoring the performance of the service activities, including timely and accurate level of service and expenditure reports.

#### Monitoring and Evaluation

The Program Coordinator will monitor all program activities, collect data from direct service staff, and provide service and expenditure reports as required. All participants would complete pre and post tests after each activity to evaluate skill acquisition. In addition, participating students and parents/guardians would receive a client satisfaction and feedback form that would help program staff evaluate client satisfaction as well as address any client concerns with the services. The Goals and Objectives section provides in detail the specific data to be collected.

E. Describe process for referral to the program, intake procedures and time frames. Describe the method to prioritize service requests and procedures to ensure that all juveniles meet eligibility criteria. Describe how priority will be given to juveniles who reside in one of the Top Ten Municipalities identified by the number of charges filed against juveniles in 2016 (Appendix C).

Referral and Intake: Youth can self-refer or be referred by parents, school staff, or the Teaneck Police Department. Youth can generally be placed in a group within the semester. Participation may be recommended as a preventive measure or as part of an informal corrective plan. A detailed intake must be attended by the youth and a parent or guardian(s). Staff would assess the referred youth to determine if he or she meets the eligibility requirements for the program. (Ages 12 -17, Teaneck\* resident, at risk for juvenile delinquency.) Staff would review the program rules and expectations and develop an individual participation plan with the youth and parent or guardian, including attendance requirements and desired parent/guardian participation, and refer the youth to available middle school or FORUM services and activities that the youth might participate in. The youth and parent(s)/guardian(s) would sign the participation agreement, with the PASS staff member as a witness.

\* Teaneck is #4 in the Top Ten Municipalities identified by the number of charges filed against juveniles in 2016.

F. Describe client termination/discharge procedures.

Discharge: Participants who have successfully completed the 3 to 6 months of attendance will be honored during the final group trip. Parents or guardians would be notified if youth participation or behaviors are seriously deficient, and an opportunity would be provided for a corrective plan to be developed; participants who cannot fulfill the plan or those acting in a dangerous or seriously disruptive fashion would be removed and potentially discharged from the group and referred to other services. A parent or guardian would be called to the program in the event of a serious problem. An appeal process would be reviewed at the intake. All students that complete the program will be assessed to determine if other services are needed. If additional services are recommended, a referral will be provided to the family. In addition high school aged students are eligible for FORUM services.

G. Describe how you will coordinate with other available resources/services and the procedures you will use to refer to other programs.

WRAPAROUND" SERVICES AND COORDINATION: Teaneck Public Schools is unique in offering a coordinated K-12 counselling department, with a counselor in each elementary school and multiple guidance services in middle and high school. A Student Assistance Coordinator (SAC) serves grades K-12 with individual and group counseling programs. All members of the district counseling staff refer parents to social service and mental health agencies, crisis intervention services, and Perform-Care for NJ Child Behavioral Health services when necessary; they can be aware of and collaborate on family issues impacting children on more than one school level and work closely with special education staff. Middle school students have access to counselling services: which consists of a middle-school guidance counselor dedicated to each grade who provides individual, group, and classroom level work; specialized groups, such as an achievement group for males. Middle school counselors would work closely with PASS counselors to ensure younger participants receive all appropriate services, including academic support. Students 13 to 17 would access the FORUM's numerous other services: mental health, recreation, social groups, information and referral, academic support, career development, and job placement. During the school year, the FORUM operates from 8 a.m. to 4 p.m. and by evening appointment; when PASS is not in session, students can continue to utilize services and maintain contact with staff. During the summer the FORUM operates full-time and offers numerous special trips and recreational activities. To date, PASS participants have utilized the summer program enthusiastically and used the more flexible schedule to try new activities and maintain their connection with their PASS peers and staff. Middle school students are included in summer activities, many of which are funded by the Township of Teaneck. PASS participation would be an important transition support, helping integrate at-risk students into the high school community early. Staff would also link younger students to Teaneck's rich recreation options. The FORUM itself is perceived by students as a welcoming, supportive place; past PASS participants who had never involved themselves in positive extracurricular activities found the FORUM activities a "gateway" to new experiences, and several subsequently joined other school clubs or teams.

H. Describe strategies for working with culturally diverse groups and individuals and for addressing language barriers.

Cultural and Linguistic Diversity: The FORUM and middle school counseling departments are staffed by an ethnically diverse group of professionals, including bilingual Spanish-speaking staff who can translate for parents if necessary. The PASS partnership staff includes two bilingual counselors (Spanish/English).



I. Describe accessibility accommodations for clients with disabilities.

The entire program would be located at Teaneck High School, which is fully compliant with ADA regulations including: having and elevator, building access ramps, handicapped parking, and wheelchair accessible toilets and lowered sinks.

J. Describe transportation options for client access to the program.

Teaneck High School is within walking distance of both middle schools and close to various bus stops and major roads. Monthly family support sessions would be scheduled at times convenient for the parent(s) and guardian(s) involved; PASS staff would make home visits if parents so request.

K. Indicate the hours and days that services will be available. Include contingency plans.

The program would run from 4 p.m. to 7 p.m., with a light meal provided, in order to serve in- and out-of-school youth. It would run on Mondays and Wednesdays for high school students and Tuesdays and Thursdays for middle school students for 20 weeks during the school year, between mid-January and mid-June and again between mid-September and mid-December, with "wraparound" support during summer. This schedule would provide a safe and positive environment during those days and times that parents are not home and youth are most likely to be without positive activities.

In the case of inclement weather the program days would be rescheduled. If the FORUM space is unexpectedly unavailable, Teaneck High School has a plethora of space that is available for use after-school hours.

L. Staffing - Indicate the number, qualifications and skills of the program staff that will perform the specific activities, as well as any use of interns and/or volunteers. Describe procedures for training, supervising, and evaluating staff and volunteers. Describe staffing contingency plan as it may be impacted by staff turnover, extended absences, etc.

Staff qualifications: PASS Partnership staff would be trained and supervised by Nicholas Campestre, MSW, LCSW, FORUM Coordinator, a certified school social worker and certified clinical supervisor with twenty years of clinical experience working in and administering mental health and prevention programs for youth. Staff would include Mr. Campestre (program administrator and supervisor), four Master's-level co-facilitators and a Nurse (when required for trips). Staff would facilitate program activities; participate in monthly family support group sessions; collect evaluation data; and coordinate with district counseling and FORUM staff.

Training and supervision: All staff are trained in the Standards for Prevention Programs and are trained in specific PASS procedures by the Program Coordinator; they also are provided with other professional development opportunities throughout the year. Staff are supervised by the Program Coordinator, who also conducts an annual evaluation of each staff person.

Staff Contingency Plans: In the case of an extended staff absence or turnover the program supervisor will fill in for program staff as needed.

#### IV. Agency Capacity

Describe the applicant's capability to provide the proposed program/service. Cite the agency's experience with the same or similar service(s) and/or target population(s). Provide specific outcome data that demonstrates the success of those services.

##### Knowledge of Target Population

Program staff is experienced in working directly with students on both the middle and high school levels. The PASS Partnership would continue to be conducted under the auspices of the FORUM with the involvement of the middle school counseling staff. The FORUM staff serves ages 13 and up, and has participated in many counseling and transition activities for eighth graders. Current PASS staff has a record of success with both middle school and high school participants, as demonstrated by the outcomes listed in the following section.

##### PASS Program Outcomes, 2007-2016

During its first nine years, outcomes for the PASS Partnership exceeded staff expectations in most areas and provided opportunities to strengthen others. There is no question that a need existed for this program and that those participating responded to the structure, counseling, and nurturing the program provided.

A review of the five original goals, plus outcomes in the area of positive social activities gives a compelling picture of the program's achievements. From 2014 - 2016 Ninety percent (49 of 54) of students who have successfully completed the program have had no subsequent negative involvement with the Teaneck Police Department (Goal 1) up-to one year following completion. In 2016, Ninety percent of participating students showed improvement in anger management, conflict resolution, and positive decision making based on self reports, school staff reports and parent feedback (Goal 2); PASS staff have on several occasions witnessed students resisting peer pressure to leave the school during program hours so they can participate in group. In 2016, 82% of participating students have shown improvement in completing a career/educational plan. To date 181 students have successfully completed the program; 55 program graduates have graduated from High School; 6 have completed their GED and 41 are currently enrolled in high school and are on track to graduate. In addition, 46 program graduates have gone on to college; and 11 program graduates have gone directly to employment. Perhaps the most moving feedback staff receives comes during social and interpersonal activities (Goal 6 in this proposal), such as bowling trips, college trips, or a trip to a restaurant; many students commented these activities made the group "feel like family." The critical importance of stable relationships with supportive adults is reinforced by the fact that most students who complete the middle school program go on to integrate into many FORUM or other school activities including academic support, school clubs, sports, and recreation trips.

Since 2010 there has continued to be steady increase of parent involvement in the program. In addition, in an effort to continue to improve participants' academic performance, homework time was added to the program structure. Although initially hesitant, students have now become more willing to use this time to complete work. There has also been an increase in students becoming involved in academic support programs such as Homework Club and tutoring.

Another significant positive outcome has resulted from the addition of cycles for middle-school students: their participation in PASS facilitates their transition experience to the high school, where they are familiar with FORUM staff, high school procedures, and the high school administration. FORUM staff observes that at-risk students who participated in the PASS middle school program are much more likely to accept counseling, academic support, social and other support programs than at-risk students who have not participated in PASS.

V. Budget

Provide a detailed budget narrative to explain all costs. Refer to the RFP guidelines for additional information about the budget.

The attached budget and narrative reflects the proposed program's focus: a structured, supervised group program to be provided during the times when youth are most at risk for problem behaviors. The requested funding reflects its targeted nature and the fact that oversight, facilities costs, recreation, and all FORUM programs would be available to participants as in-kind services.

**BUDGET - JUVENILE JUSTICE REQUEST FOR PROPOSALS #17-017**

AGENCY: Teaneck Public Schools

ADDRESS: One Morrison Street, Teaneck, NJ 07666

DIRECTOR: Nick Campestre

COUNTY OF BERGEN

DEPARTMENT OF HUMAN SERVICES

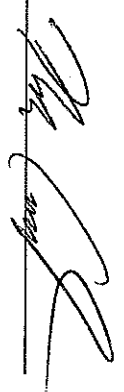
PERIOD COVERED: JANUARY 1, 2018 TO DECEMBER 31, 2018

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CONTRACT EXPENSE SUMMARY BUDGET CATEGORY	PROGRAM TOTAL	(1) Requested Program Costs						
		(2) Program Other	(3)	(4)	(5)	(6)	(7)	
A. PERSONNEL	\$43,449	\$43,449	\$0					
B. CONSULTANTS/PROFESSIONAL FEES/TRAININGS	\$2,600	\$2,600	\$0					
C. MATERIALS & SUPPLIES	\$5,600	\$5,400	\$200					
D. FACILITY/CONTRACTED SERVICES/UTILITY COSTS	\$0	\$0	\$0					
E. SPECIFIC ASSISTANCE TO CLIENT	\$0	\$0	\$0					
F. MISCELLANEOUS	\$9,986	\$9,986	\$0					
SUB TOTAL COSTS	\$61,635	\$61,435	\$200					
G. FURNITURE AND EQUIPMENT	\$0							
H. GENERAL & ADMINISTRATIVE	\$0							
TOTAL COST	\$61,635							
I. LESS: REVENUE/OTHER FUNDING	\$200							
NET COST	\$61,435							
UNIT OF SERVICE								

WE HEREBY CERTIFY THAT THE INFORMATION AND COST IN THIS REPORT ARE TRUE AND IN ACCORDANCE WITH THE CONTRACT PROVISIONS

AUTHORIZED SIGNATURE:



PREPARED BY: Nick Campestre

DATE: 8/31/2017











AGENCY: Teaneck Public Schools

COUNTY OF BERGEN  
DEPARTMENT OF HUMAN SERVICES

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BUDGET CATEGORY: OPERATING EXPENSES							(1)	(2)	(3)	(4)	(5)	(6)	(7)
BUDGET CATEGORY	JUSTIFICATION	TOTAL	Requested Costs										
				Other									
F. MISCELLANEOUS													
Field Trip Admissions	See narrative	\$4,290	\$4,290	\$0									
Field Trip Transportation	See narrative	\$3,696	\$3,696	\$0									
Student Incentives Gift Cards	See narrative	\$2,000	\$2,000	\$0									
TOTAL MISCELLANEOUS		\$9,986	\$9,986	\$0									



COUNTY OF BERGEN  
DEPARTMENT OF HUMAN SERVICES

PAGE 08 OF 08

BUDGET CATEGORY: REVENUE/OTHER FUNDING		TOTAL OTHER REVENUE	(1)	(2)	(3)	(4)	(5)	(6)	(7)
BUDGET CATEGORY									
I. REVENUE/OTHER FUNDING									
FORUM Grant - Township of Teaneck	Supplies	\$200							
and Families - School Based Youth Svs.	Supplies								
TOTAL REVENUE/OTHER FUNDING		\$200							

**SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOARD OF EDUCATION OF  
TEANECK**

**FOR:**

**THE SHARING OF COUNTY-OWNED  
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

**BERGEN COUNTY OFFICE OF EMERGENCY MANAGEMENT**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS  
DIVISION OF SHARED SERVICES**

Approved by Bergen County Resolution No. \_\_\_\_\_

Approved by \_\_\_\_\_ Resolution No. \_\_\_\_\_

**DATE: March 2019**

PREPARED BY:

**BERGEN COUNTY COUNSEL  
ONE BERGEN COUNTY PLAZA**

**HACKENSACK, NJ 07601-7076  
(201) 336-6950  
SHARED SERVICES AGREEMENT  
SHARING OF COUNTY-OWNED  
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

**THIS AGREEMENT** is made by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the “County” and

**TEANECK**, a body politic and corporate of the State of New Jersey, with administrative offices located at 1 Merrison Street, Teaneck, NJ 07666 hereinafter referred to as the “BOE.”

**WITNESSETH:**

**WHEREAS**, the County of Bergen owns certain vehicles and equipment (the “Equipment”) that it could make available to the BOE, subject to the operational needs of the County; and

**WHEREAS**, some of the Equipment was acquired by the County’s Office of Emergency Management pursuant to State and Federal grants for the express purpose of making same available to the municipalities within Bergen County, and is controlled by the County’s Office of Emergency Management (“OEM”); and

**WHEREAS**, other equipment is controlled by other departments of the County, such as Public Works and Parks; and

**WHEREAS**, due to emergencies, mechanical breakdown or budgetary restrictions, the need arises occasionally for which the BOE does not possess the required equipment; and

**WHEREAS**, the County and BOE recognize the need to enter into a written agreement between the County and the BOE in advance of the actual need, to govern the terms under which the County will make the County’s Equipment available for the use of the BOE ; and

**WHEREAS**, the County and BOE have determined that by entering into this Shared Services Agreement governing the terms for sharing of County owned Equipment, the parties will be able to facilitate the prompt availability of such Equipment at such time as BOE has a need to utilize it;

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, et seq.).

**WHEREAS**, the County has authorized this agreement by adoption of Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2018; and

**WHEREAS**, the BOE has authorized this agreement by adoption of Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2018; and

**NOW THEREFORE BE IT AGREED AS FOLLOWS:**

**1. Scope of Services.**

- A. This Agreement is intended to cover the sharing of equipment controlled by the County's Office of Emergency Management or Division of Emergency Management as appropriate, as well as equipment controlled by other Departments and Divisions of the County.
- B. The purpose of this Agreement is to provide the basic terms under which the BOE may borrow Equipment from the County for short term use should the County, in its sole discretion, determine that such Equipment is available for use by the BOE. By entry into this Agreement, the County does not commit to loan any particular piece of Equipment to BOE.
- C. It is clearly understood by all the parties concerned that the Equipment must be available to the County for County projects, whenever needed, and that the County is entering into this Agreement with other Municipalities in the County. Consequently, any particular piece of Equipment will only be available whenever not in use or scheduled to be used for a County project or another BOE, and even then, it will only be made available at the sole discretion of the County.
- D. The County anticipates entering into this agreement with all of the municipalities in Bergen County. Therefore, the BOE agrees to notify the County as far in advance of the BOE's need for Equipment as possible, to permit the County to determine if the County has available equipment to loan and, if so, to coordinate among possible requests from various municipalities.
- E. While the County will make every effort to make Equipment available to any BOE seeking to borrow Equipment where doing so does not compromise the County's operations, the County shall not be deemed in breach of this Agreement, and shall have no liability to the BOE in the event the County denies BOE's request to borrow any particular piece of Equipment.
- F. This Agreement shall not apply to any Equipment for which the County requires execution of a separate agreement, or payment of a fee to borrow or use. Nor shall anything in this Agreement preclude the County from requiring execution of a separate agreement or payment of a fee to borrow or use any Equipment.

**2. Term; Termination.**

- A. The term of this Agreement shall commence upon adoption of authorizing resolutions by both the County and the BOE, and execution by authorized officials of both entities, and shall continue for a period of one year.
- B. This Agreement shall automatically renew for successive one-year terms unless either party notifies the other in writing of intent to terminate.
- C. This Agreement may be terminated by either party upon thirty days' written notice, for any reason, including administrative convenience.
- D. Termination of this Agreement does not relieve the BOE from any responsibility for defense or indemnification of any claims against the County or the BOE's obligations for maintenance or repair of the Equipment occasioned by BOE's use thereof.
- E. The County shall have no liability to the BOE for any losses or additional costs that may be incurred by the BOE as a result of the County's termination of this Agreement.

### **3. Compensation.**

- A. The Equipment loaned under this Agreement shall be loaned by the County to the BOE free of charge. In the event any reimbursement is available from State or Federal sources (e.g. FEMA reimbursement) for use of such Equipment, BOE agrees and acknowledges that the County is entitled to such reimbursement.
- B. In the event any payment is due from the BOE to the County (e.g. for damage to the Equipment resulting from the BOE's use), the BOE agrees to pay the County within 45 days after submission of the invoice by the County to the BOE.

### **4. County's Contact Person.**

- A. For purposes of Equipment controlled by the County's Office of Emergency Management, the County's Contact Person shall be the Director of the County's Division of Emergency Management, the County Emergency Management Coordinator, or either of their designees.
- B. For purposes of Equipment not controlled by the County's Office of Emergency Management, the County's designated Contact Person shall be the Director of the Division of Shared Services within the Department of Public Works.
- C. The BOE shall designate one or more Contact Persons, and shall advise the County accordingly.

### **5. Responsibilities of the Parties.**

- A. When and if the BOE wishes to borrow Equipment from the County, the BOE's Contact Person shall submit to the County's appropriate Contact Person a written request to borrow



the Equipment. The request shall include:

1. The piece of Equipment requested;
  2. The reason for the request, and the use to which the Equipment will be put;
  3. The approximate dates or duration for which the BOE wishes to borrow the Equipment.
  4. Any other information the BOE wishes to include with its request;
  5. Any other information required by the County, in its discretion, to evaluate the BOE's request.
- B. Requests for Equipment controlled by the County's Office of Emergency Management shall, unless otherwise permitted by the County, be submitted through the online system utilized by the County's Office of Emergency Management called "WEBEOC," or such other system that the County's Office of Emergency Management may choose to use in the future.
- D. Requests for Equipment not controlled by the County's Office of Emergency Management may be submitted to the Director of the Division of Shared Services within the Department of Public Works, who shall coordinate with the directors of the various County departments and the Administration to determine whether the requested Equipment is available for loan.
- C. The County anticipates entering into this agreement with several municipalities. Therefore, the BOE agrees to notify the County as far in advance of the BOE's need for the Equipment, to permit the County to schedule use among the Municipalities seeking to borrow the Equipment.
- D. The County, upon review of the written request, shall:
1. Notify the BOE's Contact Person of the Equipment's availability, and coordinate a time for the BOE to take custody of the Equipment; or
  2. Notify the BOE's Contact Person that the requested Equipment cannot be loaned; or
  3. If the Equipment can be loaned, but is unavailable for the date(s) requested by the BOE, the County will notify the BOE accordingly, and, attempt to coordinate an alternate date or set of dates for the BOE to borrow the Equipment.
- E. The BOE shall be responsible in most instances for retrieving the Equipment from the County's storage location, which will vary depending upon the piece of Equipment.
- F. The representative of the BOE taking custody of the Equipment shall sign a statement prior to removing the Equipment from the County's property, indicating and agreeing to the following:
- i. Identifying the Equipment, utilizing the make, model, vehicle identification number, serial number, or other Equipment-specific identification;

- ii. The date on which the BOE takes custody of the Equipment;
  - iii. The date by which the Equipment will be returned;
  - iv. That the BOE has inspected the Equipment and independently determined that the Equipment is acceptable for the BOE's purposes.
  - v. Any operational requirements specific to the Equipment, that the BOE should not reasonably be aware.
- G. The BOE shall return the Equipment no later than the date set forth in the foregoing statement, unless the BOE requests to keep the Equipment for a longer period, and the County consents.
- H. The BOE shall take custody of and return the Equipment to the County at the storage location designated by the County. The County shall not be required to deliver the Equipment to or retrieve the Equipment from another location.
- I. Prior to taking custody of the Equipment, the BOE shall provide the County with one or more certificates of insurance meeting the requirements of Paragraph 9, "Insurance," below.
- J. The BOE agrees that persons assigned to operate the Equipment ("operators") will possess all required licenses to operate the Equipment, will have fulfilled all training requirements for such operation, prior to operating said Equipment.
- K. The BOE agrees to utilize the Equipment in full and complete compliance with all Federal, State, and Local laws, standards and requirements as well as any requirements imposed by the County. In the event the County determines that the BOE has failed to utilize the Equipment in conformance with all Federal, State, and Local laws, standards and requirements, or any requirements imposed by the County, the BOE shall immediately return the Equipment to the County in the manner directed by the County.
- L. Where the Equipment requires fuel (e.g. vehicles, generators, etc.), BOE shall be responsible for all fuel utilized while borrowing the Equipment, and shall return the Equipment with a full fuel tank.
- M. The BOE shall be responsible for inspecting the Equipment before taking custody, and before each operation of the Equipment to ensure the Equipment is in operational condition.
- N. The BOE shall maintain written records regarding receipt, possession, inspection, and use of the Equipment, and provide them to the County upon return of the Equipment.
- O. The BOE shall be responsible for the cost of repairing any damage to the Equipment occurring while the Equipment is in the BOE's custody. In the event that the equipment is

damaged during the BOE's possession of same, the County will provide an itemized bill to the Borough and the BOE will pay same within forty five days of presentment of the itemized bill.

- P. Depending upon the length of time the BOE will be borrowing a piece of Equipment, the County may determine that BOE must be responsible for the cost of regular scheduled maintenance. The County shall advise BOE of any regular scheduled maintenance due during the period BOE is expected to have custody of the Equipment, and whether the BOE shall be responsible for the cost of such regular scheduled maintenance. The BOE shall return the Equipment to the County for regular scheduled maintenance in accordance with the manufacturer's recommended maintenance schedule.
- Q. All maintenance and repair, including regular scheduled maintenance, of the Equipment shall be conducted by the County at the County's vehicle maintenance facility, currently located at the Bergen County Annex in Paramus, or by such other service provider as the County may determine. If BOE is responsible for the cost of any maintenance or repair, same shall be charged at the County's then current rates charged under the County's vehicle maintenance shared services agreement, or the County's actual cost where repair or maintenance must be performed by an outside vendor.
- R. The BOE shall return the Equipment to the County in the same condition as when the BOE borrowed it, normal wear and tear excepted.
- S. Notwithstanding any other provision of this agreement, the BOE will return the Equipment to the County upon the County's request within twenty four (24) hours under normal operations. If an emergent circumstance should occur while the equipment is in the custody of the BOE, the emergent circumstance shall take precedence, and the BOE shall mobilize the equipment at the direction of the County Office of Emergency Management.

## **6. Other Agreements.**

The County and the BOE reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, borrow, loan, sell, or otherwise dispose of the Equipment to other public or private entities.

## **7. Dispute Regarding Payment.**

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

## **8. Risk of Loss; Indemnification.**

The BOE acknowledges and agrees that County has made no representation regarding the condition of the Equipment, and the Equipment is being loaned strictly in “as is” and “where is” condition with no warranties, either expressed or implied. The BOE hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the BOE’s use of the Equipment, including any loss occasioned by failure of the Equipment to perform as intended.

The BOE agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents (“County Indemnified Parties”), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the BOE hereunder. Specifically included in this obligation is the BOE’s agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Equipment, including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Equipment.

The BOE, upon notice from the County, shall resist and defend, at the expense of the BOE, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the BOE’s obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The BOE shall be solely responsible for any and all theft and/or damage which shall be occasioned by the BOE’s use, or occur while the Equipment is being utilized or in the custody of the BOE, and all such costs shall be borne solely by the BOE.

## **9. Insurance.**

During the term of this Agreement, the BOE shall maintain workers’ compensation insurance with statutory limits and a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Equipment used in this performance hereunder. In addition, the BOE shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Equipment other than those claims covered by the aforementioned automobile liability insurance. The BOE shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County’s prior written approval of such cancellation or change. The County shall be listed as Additional Insured on all policies of insurance. The certificates of insurance must provide for thirty (30) days’ notice of cancellation in the event that a BOE’s policy is cancelled for any reason. The BOE expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the BOE’s obligations assumed in this Agreement and shall not be construed to relieve the BOE from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Equipment, the BOE, being responsible for the operator of the Equipment, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Equipment during such time as the BOE has custody of the Equipment, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

**10. Dispute Resolution.**

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the BOE of returning the Equipment to the County immediately upon demand, regardless of the status of any dispute resolution process.

**11. No Waiver.**

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**12. Relationship of the Parties.**

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

**13. Notices.**

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the BOE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

If to the County: Director, Division of Shared Services  
Bergen County Department of Public Works  
One Bergen County Plaza  
Hackensack, NJ 07410

Or

Director, Division of Emergency Management  
Bergen County Office of Emergency Management  
Bergen County Public Safety Operations Center  
285 Campgaw Road  
Mahwah, NJ 07430

*With a copy to:* County Counsel  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, NJ 07601

**14. Miscellaneous.**

This Agreement may only be modified in writing, duly authorized and signed by the County and BOE. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

**15. Governing Law.**

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

**16. No Assignment.**

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the BOE grant custody of the Equipment to any third party without the express written consent of the County.

**17. No Third Party Beneficiaries.**

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

**18. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**19. Entire Agreement.**

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

**20. Severability.**

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

**21. Title and Headings.**

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**22. Recitals.**

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

**23. Effective Date.**

This Agreement shall become effective upon passage of an authorizing Resolutions by the BOE and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the BOE.

**IN WITNESS WHEREOF**, the parties have executed this Shared Services Agreement for THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT (“Agreement”), and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:

COUNTY OF BERGEN

\_\_\_\_\_

By: \_\_\_\_\_  
James J. Tedesco, III, County Executive, or  
Julien X. Neals, Acting County Administrator

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Board President, TBOE

Title: Business Administrator/Board Secretary



# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOARD OF EDUCATION OF  
TEANECK**

**FOR:**

**THE PROVISION BY THE COUNTY OF BERGEN OF  
VEHICLE MAINTENANCE AND REPAIR SERVICES  
ON AN AS-NEEDED BASIS**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS  
DIVISION OF MECHANICAL SERVICES**

Approved by Bergen County Resolution No. \_\_\_\_\_

Approved by \_\_\_\_\_ Resolution No. \_\_\_\_\_

**DATE: MARCH 2019**

PREPARED BY:

**BERGEN COUNTY COUNSEL  
ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601-7076  
(201) 336-6950**

**SHARED SERVICES AGREEMENT  
AS-NEEDED VEHICLE MAINTENANCE**

**THIS AGREEMENT** made this **6th** day of **March, 2019**, by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as “**COUNTY**;” and

**BOARD OF EDUCATION OF TEANECK**, a body corporate of the State of New Jersey, with administrative offices located at 1 Merrison Street, NJ 07666 hereinafter referred to as “**BOE**.”

**WITNESSETH:**

**WHEREAS**, BOE has need of maintenance and repair services for its vehicles; and

**WHEREAS**, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for BOE; and

**WHEREAS**, BOE wishes to enter into an agreement with COUNTY whereby COUNTY would provide to BOE vehicle maintenance and repair services on an as-needed basis to supplement services provided by BOE’s personnel or vendor(s); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, the COUNTY and BOE have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

**NOW, THEREFORE, BE IT AGREED**, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, COUNTY and BOE agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

**I. DEFINITIONS.**

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. “Category I Vehicle” means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.
- B. “Category II” Vehicle” means a vehicle with a GVW greater than 6,000 pounds up to 26,000 pounds.
- C. “Category III Vehicle” means a vehicle with a GVW in excess of 26,000 pounds.
- D. “Effective Date” means the date identified in this Agreement which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by COUNTY and BOE authorizing entry into this Agreement.
- E. “Law” means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.
- F. “Shared Services Agreement” means this Agreement and document(s) executed herein by and between the County and the BOE as provided under N.J.S.A. 40A:65-1 et seq.

**II. TERM.**

- A. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of one year, unless terminated sooner as provided in this agreement.
- B. This Agreement shall renew annually for successive one year terms, unless terminated sooner as provided in this agreement.

**III. PROJECT DESCRIPTION.**

COUNTY, through its Division of Mechanical Services, shall provide repair and maintenance services for vehicles owned by BOE on an as-needed basis. BOE does not, by entry into this Agreement, commit to any minimum number of repairs by COUNTY.

#### IV. **RESPONSIBILITIES.**

##### A. Bergen County's Responsibilities.

1. COUNTY shall provide labor, parts, personnel and equipment to provide the services requested by BOE pursuant to the terms of this Agreement.
2. COUNTY shall perform all services in accordance and in compliance with all statutes, rules, and directives governing the provision thereof.
3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide the services.
4. All performance by the County shall be limited to the County's appropriation for same, and the County's budgetary restrictions.
5. All performance by the County shall be limited to the availability of the County's equipment and personnel. COUNTY shall use its best efforts to accommodate any request for service by BOE during the term of this Agreement, but COUNTY shall not be in breach of this Agreement if, for any reason, COUNTY is unable to accommodate a request by BOE for services under this Agreement.
6. While COUNTY may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform the services under this Agreement. COUNTY shall have no obligation to procure additional equipment to perform under this Agreement.

##### B. BOE's Responsibilities.

1. BOE shall provide COUNTY with an inventory of vehicles owned by BOE, intended to be repaired or maintained pursuant to this Agreement. BOE shall update this inventory whenever any vehicle is added or deleted.
2. BOE shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work. In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.
3. BOE shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.

4. BOE shall designate an authorized representative who will be empowered to request services from COUNTY under this Agreement, to review estimates provided by the COUNTY, and to authorize the COUNTY to proceed with each repair.

**V. SERVICES AND COMPENSATION.**

A. Upon request, COUNTY will provide the following services at the following rates:

1. Vehicle Inspection, Diagnosis, Maintenance and Repair: \$80 per hour
2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):
  - i. Under vehicle's own power: \$75 per hour (\$75 minimum)
  - ii. Tow (Category I Vehicle): \$150 flat fee
  - iii. Tow (Category II Vehicle): \$175 flat fee
  - iv. Tow (Category III Vehicle): \$325 flat fee
3. If towing requested by BOE requires the COUNTY to utilize a private towing company, BOE shall be responsible for the fees charged by the private towing company.

B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's Shopkey repair information system produced by Snap-On, Inc.

C. COUNTY will provide BOE with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed as determined by the COUNTY's Shopkey repair information system. BOE's authorized representative shall authorize the COUNTY to proceed with the service in writing. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.

D. Parts will be charged at the County's cost, plus an administrative fee of 15%, which shall be applied to the total cost for parts to defray costs relating to overhead, billing, hardware, software licenses, procurement, handling, stocking, and similar costs incurred by the COUNTY to provide the services set forth herein.

E. Where additional labor or parts are required due to unforeseen circumstances, BOE agrees to pay for such additional labor or parts at the rates and/or prices set forth herein.

The COUNTY will notify BOE as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give BOE the choice whether to authorize the additional labor or parts.

- F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify BOE, and provide BOE with the option to take back the vehicle and have it serviced elsewhere at BOE's expense. If BOE requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstance, COUNTY shall charge BOE and BOE shall pay the actual cost borne by the COUNTY plus an administrative fee of 15%. BOE shall be responsible for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of BOE's vehicle to the vendor's garage.
- G. COUNTY shall bill BOE monthly for all services provided. BOE shall tender payment to COUNTY within sixty (60) days of receipt of invoice.

## **VI. PREVENTATIVE MAINTENANCE PROGRAM (OPTIONAL).**

COUNTY shall offer an optional preventative maintenance program as set forth herein:

- A. COUNTY shall, if requested by BOE, perform regular preventive maintenance on BOE's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle and the terms of this Agreement.
- B. The first time the vehicle is brought in for service, the COUNTY will perform a comprehensive inspection to determine the vehicle's condition, and identify any recommended repairs.
- C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to BOE specifying when each vehicle previously inspected by the COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by the County's fleet maintenance software.
- D. BOE shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.
- E. To request enrollment in the optional preventative maintenance program, BOE shall separately initial the space indicated on the signature page of this Agreement.
- F. The parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with BOE. Therefore COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify

BOE of manufacturer recommended preventative maintenance or failure of BOE to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.

- G. Under this Agreement, it is anticipated that BOE will have its vehicles serviced by other mechanics or vendors. If BOE elects to enroll in this preventative maintenance program, BOE must notify COUNTY of any service or repair performed on BOE's vehicles by anyone other than COUNTY so that COUNTY may update COUNTY's fleet maintenance software. Without such updates, COUNTY will be unable to provide BOE with accurate maintenance recommendations.

## **VII. DISPUTE RESOLUTION.**

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

## **VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.**

- A. Each party agrees to defend, indemnify and hold the other party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying party.
- B. BOE acknowledges that, in the event of property damage to BOE-owned/leased vehicles while in the COUNTY’S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the NJ Tort Claim Act Title 59, inclusive of 59:9-2(e). BOE agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), BOE agrees to waive any claim for subrogation against the COUNTY.

**IX. EMPLOYMENT RECONCILIATION.**

- A. BOE has represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- B. No employees are intended to be transferred from BOE to COUNTY pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from BOE to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be BOE’s responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with BOE in the preparation and filing of the plan.

**X. NOTICES.**

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the County shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to  
BOE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to  
COUNTY: Director, Division of Mechanical Services  
Bergen County Department of Public Works  
220 East Ridgewood Avenue  
Paramus, NJ 07652



With a copy to:

Bergen County Counsel  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, NJ 07601

**XI. TERMINATION.**

- A. Notwithstanding any other term in this Agreement, COUNTY and BOE retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' notice, without further liability to the other, except as set forth herein.
- B. Upon termination of this Agreement, BOE shall remove any vehicles owned by BOE from COUNTY's repair facility.
- C. BOE shall be responsible for payment for any labor performed and parts purchased on behalf of BOE prior to notice of termination.
- D. If COUNTY is the party terminating the Agreement, COUNTY shall be responsible for completing any pending repair of BOE's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:
  - 1. COUNTY's reason for terminating the Agreement is nonpayment by BOE; or
  - 2. BOE requests that COUNTY refrain from completing the pending repair(s).

**XII. OTHER AGREEMENTS.**

COUNTY and BOE reserve the right to enter into agreements with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

**XIII. MISCELLANEOUS.**

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.

- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- G. Modifications in Writing. This Agreement may not be modified except in a writing executed by all Parties.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no

such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

**[Signature Page(s) to Follow]**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_

By: \_\_\_\_\_  
James J. Tedesco, III, County Executive, or  
Julien X. Neals, Esq., Acting County Administrator

ATTEST:

**[BOE]**

\_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_  
Board President, TBOE

Printed: \_\_\_\_\_

Title: Business Administrator/Board Secretary

**By separately initialing here, BOE requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.**

**Initialed: \_\_\_\_\_**