

**REGULAR PUBLIC MEETING
SEPTEMBER 22, 2021**

I. Salute to the Flag

II. Presiding Officer's Meeting Notice Statement

"I hereby call to order the Regular Public Meeting of the Teaneck Board of Education, held on Wednesday, September 22, 2021, held in the Cheryl Miller Porter, 3rd Floor Student Center at Teaneck High School and virtually via Zoom app located on the district website, at 8:00 PM. Adequate notice of this meeting has been sent to the Record, filed with the Municipal Clerk and posted on the school district website at www.teaneckschools.org, on August 19, 2021."

III. Roll Call

<i>Board Member</i>	<i>Present</i>	<i>Absent</i>
Ms. Burns (Linda)		
Mr. Clark, Sr. (Harold)		
Mr. Cooper (Damen)		
Ms. Fisher (Victoria)		
Mrs. Gee (Danielle)		
Mrs. Rappoport (Sarah)		
Mr. Reiner (Gerald)		
Mr. Rodriguez (Sebastian)		
Ms. Sanders (Denise)		

IV. Reaffirmation of District Goals

V. Superintendent's Report

VI. Public Comment (non-Agenda and Agenda Items)

VII. Board Presentations (If Needed)

VIII. Board Committee Reports (As Available)

IX. Agenda Items

X. Executive Session (If Needed)

XI. Adjournment

Teaneck Public Schools

Mission: The Teaneck Public School District educates and empowers students by providing a high-quality, rigorous educational experience which prepares students for success within a diverse, global society.

Vision: The Teaneck Advantage: Educational Excellence for All

Board Goals

GOAL 1: Teachers and administrators in the Teaneck Public Schools will further elevate academic programs by creating varied learning pathways and by improving student supports.

GOAL 2: The Teaneck Public Schools will continue to improve facilities and technology in support of 21st Century learning opportunities.

GOAL 3: The Teaneck Public Schools will execute effective communications and solidify quality relationships with educational partners within and throughout the community.

GOAL 4: The Teaneck Public Schools will create equitable and inclusive learning opportunities for all students.

GOAL 5: The Teaneck Public Schools will ensure operational excellence in hiring, developing and retaining staff.

POLICY

SEPTEMBER 22, 2021

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the FIRST OR SECOND READING following revised or new **Board Policies / Regulations** resolution:

1. Policies Abolished P5114, P8810, P1648, P1648.02
that the Board approve to abolish the policies that are no longer necessary as follows:

Abolish Policy Guide 5114 - Children Displaced by Domestic Violence:

WHEREAS, Policy Guide 5114 was required to address the educational needs of children displaced by domestic violence;

WHEREAS, Policy Guide 5111 has been amended and now thoroughly addresses the educational needs of students displaced by domestic violence;

WHEREAS, Policy Guide 5114 is no longer necessary and should be abolished.

BE IT RESOLVED that Policy Guide 5114 is abolished as Policy Guide 5111 thoroughly addresses the circumstances of students displaced by domestic violence.

Abolish Policy Guide 8810 - Religious Holidays:

WHEREAS, Policy Guide 8810 addressed the legal requirements for a board of education to recognize religious holidays;

WHEREAS, Policy Guide 2270 has been revised to address the updated United States Department of Education Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, which Guidance addressed the recognition of religious holidays;

WHEREAS, Policy Guide 8810 is no longer necessary and should be abolished.

BE IT RESOLVED that Policy Guide 8810 is abolished as Policy Guide 2270 as revised adequately addresses the legal requirements regarding the recognition of religious holidays.

Abolish Policy Guide 1648 - Restart and Recovery Plan:

WHEREAS, the State Department of Education issued "The Road Back: Restart and Recovery Plan for Education" Guidance for returning students to school during the COVID-19 pandemic;

WHEREAS, Policy Guide 1648 was developed to address the minimum requirements set forth in "The Road Back";

WHEREAS, the Department of Education subsequently issued new guidance "The Road Forward," which was intended to supplant "The Road Back" and prior Executive Orders;

WHEREAS, the minimum requirements set forth in "The Road Back" are not mandatory under "The Road Forward";

WHEREAS, Policy Guide 1648.11 has been developed to address the recommendations set forth in "The Road Forward";

WHEREAS, Policy Guide 1648 is no longer necessary and should be abolished.

BE IT RESOLVED that Policy Guide 1648 be abolished as it does not reflect the standards set forth in “The Road Forward” and has been replaced by Policy 1648.11.

Abolish Policy Guide 1648.02 - Remote Learning Options for Families:

WHEREAS, Governor Phil Murphy signed Executive Order 175, which required schools in the State of New Jersey to offer remote learning to all students;

WHEREAS, Policy Guide 1648.02 was developed and adopted to reflect the requirement to offer remote learning to all students;

WHEREAS, on May 17, 2021, Governor Murphy announced that Executive Order 175 would be partially rescinded such that remote learning would no longer be offered after the 2020-2021 school year;

WHEREAS, “The Road Forward” Guidance issued by the New Jersey Department of Education indicates that all schools must be prepared to offer full-day, full-time, in-person instruction during the 2021-2022 school year;

WHEREAS, Policy Guide 1648.02 is no longer applicable under the current State-issued Guidance and Executive Orders and should be abolished.

BE IT RESOLVED that Policy Guide 1648.02 be abolished as it is no longer applicable under the current law.

2. Policy Updates - First Reading

that the Board approve the following policy updates for **First Reading**:

General Policy Updates:

P2422 - Comprehensive Health and Physical Education
P2467 - Surrogate Parents and Resource Family Parents
P5111 - Eligibility of Resident/Nonresident Students
P5116 - Education of Homeless Children
P7432 - Eye Protection
P8420 - Emergency and Crisis Situations
P8540 - School Nutrition Programs
P8550 - Meal Charges/Outstanding Food Services Bill
P8600 - Student Transportation

NJDOE Office of Fiscal Accountability & Compliance Audit Policy Updates:

P6115.01 - Federal Awards/Funds Internal Controls - Allowability of Costs
P6115.02 - Federal Awards/Funds Internal Controls - Mandatory Disclosures.
P6115.03 - Federal Awards/Funds Internal Controls - Conflict of Interest
P6311 - Contracts for Goods or Services Funded by Federal Grants

COVID 19 Policy Updates:

P1648.11 - The Road Forward COVID-19 - Health and Safety
P1648.11 - The Road Forward COVID-19 - Health and Safety Appendices

Policy 01 thru 02

<i>Motion:</i>	<i>Second:</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)				
Mr. Clark, Sr. (Harold)				
Mr. Cooper (Damen)				
Ms. Fisher (Victoria)				
Mrs. Gee (Danielle)				
Mrs. Rappoport (Sarah)				
Mr. Reiner (Gerald)				
Mr. Rodriguez (Sebastian)				
Ms. Sanders (Denise)				

BOARD OPERATIONS**SEPTEMBER 22, 2021**

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

1. that the Board approve the minutes of the Special Public meeting held on Wednesday, August 25th, 2021.

EXPLANATION: The Board approves the minutes from each meeting.

Board Operations 01 thru 01

Motion:	Second:			
Board Member	Yes	No	Abstain	Absent
Ms. Burns (Linda)				
Mr. Clark, Sr. (Harold)				
Mr. Cooper (Damen)				
Ms. Fisher (Victoria)				
Mrs. Gee (Danielle)				
Mrs. Rappoport (Sarah)				
Mr. Reiner (Gerald)				
Mr. Rodriguez (Sebastian)				
Ms. Sanders (Denise)				

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 adopt and ratify all Teaneck Public Schools curricula for the 2021-2022 school year. All core subject curricula have been aligned to the New Jersey Student Learning Standards. Curriculum guides are on file in the Office of Curriculum and Instruction.

K- 12

Family Life
Physical Education
Adaptive Physical Education
Wellness/Health/Driver Education
Career Infusion
English as a Second Language (ESL)
Academically Gifted: Humanities/Mathematics
Substance Awareness

Grades Pre-kindergarten, Kindergarten, Grades 1-4

Pre-Kindergarten 3
Pre-Kindergarten 4
Full Day Kindergarten
English/Language Arts
Social Studies
Science
Mathematics
General Music
Instrumental Music (Grade 4)
Dance within Physical Education
Art K-4
World Language(s) (Grades 1- 4)

Grades 5 and 6

BSIP Mathematics
BSIP Language Arts Literacy
English Language Arts
Social Studies
Mathematics
Advanced Mathematics Seminar
World Language
Science
General Music 5/6
Band 5/6
Art
Instrumental Music Lessons
Dance
Physical Education
Theater

Grade 7

Language Arts 7
Social Studies 7
Science 7
Math 7
Advanced Math Seminar 7
Art 7
French 7
Spanish 7
Instrumental Music/Chorus/Band/Strings Ensemble 7/8
Creative Writing
Music Through Technology
Humanities
Computer Applications
Literature & Film
Dance
Theater

Grade 8

Language Arts 8
Algebra I (AMS) 8
Math 8
Language Arts 8
Social Studies 8
Algebra I (AMS) 8
Math 8
Science 8
Art 8
French 8
Spanish 8
Instrumental Music/Chorus/Band/Strings Ensemble 7/8
Forensic Science
Public Speaking/Practical Law
Multimedia Production
Music Through Technology
Humanities
Creative Writing
Literature & Cinema
Dance
Theater

Teaneck High School**Department: English**

Language Arts Literacy 9 Center
Language Arts Literacy 10 Center
Language Arts Literacy 11 Center
Language and Literature 9 Honors
Language and Literature 9
Advanced Literature and Composition 10 Honors 28
Literature and Composition 10
Advanced Placement Language and Composition

Advanced Placement Literature and Composition
American Literature 11 Honors
Modern American Literature 11
English Composition 101 Honors
Advanced World Literature 12 Honors
Humanities through Literature 12
SAT/ACT Prep: Verbal
Senior Seminar LAL Fall / Spring
Creative Writing I
Creative Writing II
African American Literature
Literature and Cinema/Honors

Department: English as a Second Language

ESL Reading
ESL I
ESL II
ESL III

Department: Social Studies

African/African-American History / Honors Option
Latin American Studies
Introduction to Law / Sociology
Comparative Religion & Contemporary Ethics
Honors Economics
Psychology
Introduction to the Criminal Justice System Honors
Social Justice and Human Rights
Advanced Placement Psychology
Advanced Placement United States Government and Politics
Advanced Placement Human Geography
Advanced Placement Economics

Department: Mathematics

SAT/ACT Prep: Mathematics
Senior Seminar Mathematics Fall/Spring
Algebra I
Algebra I Honors
Geometry
Geometry Honors
Algebra II
Algebra II/Trigonometry Honors
Pre-calculus
Pre-calculus Honors
Advanced Mathematics Seminar 9 Honors
Advanced Mathematics Seminar 10 Honors
Advanced Mathematics Seminar 11 Honors
Introduction to Statistics and Calculus Honors
Financial Algebra
Collegiate Mathematics
AP Statistics
AP Calculus AB

AP Calculus BC

Department: Computer Science

Website Design
Computer Game Design
Computer Game Design Honors
Modeling and Animation I
Modeling and Animation II
Computer Science I
Computer Science I Honors
Computer Science II Honors
Advanced Placement Computer Science A
Advanced Placement Computer Science Principles
Robotics/AUTO CAD
T.E.A.M.S. Stem/Technology Survey
3D Printing and Modeling
Arduino Exploration Course

Department: Science

Environmental Science
Physical Science
Biology CP
Biology Honors
Chemistry CP
Chemistry Honors
Physics 9 Honors
Physics CP
Physics Honors
Zoology
Marine Biology
Marine Biology Honors
Engineering Fundamentals Honors
Human Anatomy & Physiology
Advanced Placement Biology
Advanced Placement Chemistry
Advanced Placement Physics C (Electricity, Magnetism and Mechanics)
Advanced Placement Environmental Science

Department: French

French I
French II
French III
French 9 Honors
French 10 Honors
La Civilization Francaise and La France Actuelle Honors
Advanced Placement French Language

Department: Spanish

Spanish I
Spanish II
Spanish III
Spanish 9 Honors

Spanish 10 Honors
El Nuevo Mundo I, El Nuevo Mundo II
Adelante
El Alma De España Y Conversacion Y Composicion Avanzada Honors
Advanced Placement Spanish Language

Department: Business & Information Technology

Introduction to Business
Computer Applications
Introduction to Accounting
Financial Literacy
Marketing Essentials
Digital Publishing Design
Financial Accounting Honors
Investing Honors
Advanced Projects in Marketing Honors
Small Business Management Honors
Managerial Accounting Honors
Business Policy Seminar Honors
College Success Seminar
Business Experience Internship (BEI)

Department: Culinary Arts

Introduction to Culinary Arts
Intermediate Culinary Arts
Advanced Culinary Arts

Department: Fine & Performing Arts

Advanced Arts Seminar Honors

Department: The Visual Arts

Art I (Studio Art)
Art II (Portfolio Development)
Art III/IV (Advanced Art Projects)/Honors Option
Digital Art
AP Studio Art- 2D Design

Department: Dance

Dance I
Dance II
Dance III/Honors Option
Dance IV/Honors Option

Department: Instrumental Music

Concert Band (with Marching Band)
String Ensemble
Instrumental Music Lessons

Department: Vocal Music

Mixed Chorus
Concert Choir/Honors Option
Madrigal Singers/Honors Option

Voice Lessons
Music Theory I/Technology
AP Music Theory

Department: Theatre Arts

Theatre I
Theatre II
Theatre III/Honors Option
Theatre IV/Honors Option
Technical Theatre I
Technical Theatre II, III, IV / Honors Option
Advanced Arts Seminar
Music Theory I/Technology
AP Music Theory

EXPLANATION: The Board adopts and approves curricula for courses taught during the school year.

School Operations 01 thru 01

<i>Motion:</i>	<i>Second:</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Ms. Burns (Linda)				
Mr. Clark, Sr. (Harold)				
Mr. Cooper (Damen)				
Ms. Fisher (Victoria)				
Mrs. Gee (Danielle)				
Mrs. Rappoport (Sarah)				
Mr. Reiner (Gerald)				
Mr. Rodriguez (Sebastian)				
Ms. Sanders (Denise)				

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 2020-2021 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.

July 1, 2021 through July 31, 2021

General	\$3,777,957.95
Special Revenue	\$82,484.92
Enterprise	\$69,992.16
Debt Service Fund	\$639,525.00

Total of Approved Payments \$4,569,960.03

EXPLANATION: These bills have been examined by a member of the Finance Committee and were found to be in order for Board approval.

2. that the Board approve 2020-2021 budget transfers 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 July 2021 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 is a budgetary transfer that cumulatively exceeded 10% that would require the approval of the Executive County Superintendent. A copy will be send to the County.

4. that the Board approve the attached list of Student Field Trips, as approved by the Superintendent (FORUM Grant Funded \$0) and (District Funded \$0) (Parent Funded \$1,079.00) total cost \$1,079.00.

EXPLANATION: NJDOE requires approval by the Superintendent and the Board of Education for attendance at and payment for student field trips.

5. that the Board approve the attached list of virtual Professional Development for the staff indicated for professional improvement or development, as approved by the Superintendent (District funded \$275.00) (Grant Funded \$599) total cost of \$874.00.

EXPLANATION: NJDOE requires approval by the Superintendent and the Board of Education for attendance at and reimbursement for seminars and conferences.

6. that the Board approve the attached list of Student Fundraising activities by school.

EXPLANATION: Proposed fundraising activities are approved by the Board.

7. **Whereas**, three quotes were gathered for the emergency repair and code required upgrade of the Elevator at Thomas Jefferson Middle School which cannot be repaired and is not operational. The following three vendors submitted the quotes. See quotes attached.

Urutech Elevators \$82,000
Standard Elevator \$125,000
Kone Inc. \$125,000

Be It Resolved, that the Board approves the contract for **Urutech Elevators** with the principal address located at 414 Chilton Street, Elizabeth, NJ 07208 to do the emergency repair and the code required upgrade of the Elevator at Thomas Jefferson Middle School.

8. **WHEREAS**, on August 30, 2021 the District advertised for Professional Learning Services CC 01-22 for Special Education Services for the 2021-2022 school year, **WHEREAS**, the Purchasing Agent/Business Administrator advertised for Request for Proposals for the Professional Learning Services and on September 21, 2021 only one proposal was received.

1. Innovative Designs for Education (IDE Corp)

An evaluation team was selected and the proposal was evaluated;

NOW, THEREFORE BE IT RESOLVED, based on the evaluations of the committee, the Business Administrator recommends that the Board approve the following vendor for the Professional Learning Services for the school year 2021-2022 in the amount not to exceed \$99,510.00. See Scoring form attached.

Innovative Designs for Education (IDE Corp.)
545 Island Road, Suite 3A
Ramsey, NJ 07446

9. **WHEREAS**, on August 30, 2021 the District advertised for Computer Adaptive Assessment Systems CC 02-22 for the 2021-2022 school year,
WHEREAS, the Purchasing Agent/Business Administrator advertised for Request for Proposals for the Computer Adaptive Assessment Systems and on September 21, 2021 two (2) proposals were received.

1. Curriculum Associates, LLC/iReady
2. Renaissance

An evaluation team was selected and both proposals were evaluated;

NOW, THEREFORE BE IT RESOLVED, based on the evaluations of the committee, the Business Administrator recommends that the Board approve the following vendor for the Computer Adaptive Assessment Systems for the school year 2021-2022 in the amount not to exceed \$129,868.60. (see scoring summary attached)

Renaissance
2911 Peach Street
Wisconsin Rapids, WI 54494

10. **Whereas** the Board approve the replenishment of the petty cash account to assist homeless students in an amount not to exceed \$1,000. Title I funds would be used to reimburse the district.

Be it Resolved that the Board approve the replenishment of the McKinney Vento petty cash account.

EXPLANATION: The McKinney-Vento Act requires that Title I funds be allocated to provide assistance to homeless students in the district. Assistance may include purchases for physical education clothing, personal school supplies, eyeglasses and hearing aids. The district's McKinney-Vento liaison coordinates with the students and families to determine if assistance is needed. There are currently 35 homeless students in the district.

11. that the Board approve payment to Telling Tales Publications, LLC. (Eleni Theodorou, Speaker) for presenting Noko Busts Bullying at Lacey Elementary School. Between the dates of 10/6/21 and 10/7/21, the speaker will present to kindergarten students during eight (8) separate sessions (8 x \$200 = \$1,600) for a total not to exceed \$1,600. Title IV funds from account # 20-280-100-300-73-50-I-0 will be utilized.

EXPLANATION: This agenda item supports initiatives and allowable uses as indicated in the approved, 2021-2022 Title IV portion of the Consolidated Grant Application.

12. that the Board approve payment to Telling Tales Publications, LLC. (Eleni Theodorou, Speaker) for presenting Noko Busts Bullying at Hawthorne Elementary School. Between the dates of 10/4/21 and 10/8/21, the speaker will present to kindergarten, first and second grade students during eight (8) separate sessions (5 x \$150 = \$750 and 3 x \$300 = \$900) for a total not to exceed \$1,650.

EXPLANATION: This agenda item supports initiatives and allowable uses as indicated in the approved 2021-2022 Title IV portion of the Consolidated Grant Application.

13. **RESOLUTION OF THE BOARD OF EDUCATION OF THE TOWNSHIP OF TEANECK IN THE COUNTY OF BERGEN, NEW JERSEY, AUTHORIZING CERTAIN ACTIONS NECESSARY IN CONNECTION WITH THE SALE AND ISSUANCE OF NOT TO EXCEED \$3,750,000 AGGREGATE PRINCIPAL AMOUNT OF REFUNDING SCHOOL BONDS AND AUTHORIZING THE APPROPRIATE OFFICIALS TO DO ALL ACTS AND THINGS DEEMED NECESSARY AND ADVISABLE IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SAID BONDS**

WHEREAS, on April 5, 2012, The Board of Education of the Township of Teaneck in the County of Bergen, New Jersey (the “Board” when referring to the governing body and the “School District” when referring to the territorial boundaries governed by the Board) issued \$8,180,000 aggregate principal amount of tax-exempt School Energy Savings Obligation Refunding Bonds, Series 2012 (the “2012 Refunding School Bonds”); and

WHEREAS, the Board has determined that the current interest rate environment may enable it to realize going-forward debt service savings for property taxpayers residing in the School District through the issuance by the Board of Refunding School Bonds (the “Refunding School Bonds”) to refund all or a portion of the \$3,485,000 aggregate principal amount of the outstanding 2012 Refunding School Bonds maturing on April 1 in the years 2023 through 2027, inclusive (the “Refunded Bonds”); and

WHEREAS, the Board introduced a refunding school bond ordinance (the “Refunding Bond Ordinance”) on first reading by resolution of the Board on August 25, 2021; and

WHEREAS, on the date hereof, the Board held a public hearing on the Refunding Bond Ordinance; and

WHEREAS, the Board has determined to issue and sell such Refunding School Bonds; and

WHEREAS, the Board now desires to authorize certain actions in connection with the sale and issuance of the Refunding School Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF TEANECK IN THE COUNTY OF BERGEN, NEW JERSEY (by not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The Refunding Bond Ordinance is hereby adopted and shall take effect immediately.

SECTION 2. There is hereby delegated to the Business Administrator/Board Secretary, subject to the limitations contained herein and in consultation with Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the Board (“Bond Counsel”), and Phoenix Advisors, LLC, as Municipal Advisor to the Board (the “Municipal Advisor”), the power with respect to the Refunding School Bonds, which may be sold in one or more series, to determine and carry out the following:

- a) the sale of the Refunding School Bonds at private sale, provided that the purchase price paid by the purchaser thereof shall not be less than ninety-five percent (95%) of the principal amount of the Refunding School Bonds so sold;
- b) the principal amount of Refunding School Bonds to be issued, provided that (i) such amount shall not exceed \$3,750,000, and (ii) such amount shall not exceed the amount necessary to pay the costs of issuance associated with the Refunding School Bonds and to fund the deposit to the escrow fund as set forth in the Escrow Deposit Agreement (as defined herein) in an amount that, when invested, will be sufficient to provide for the timely payments required for the Refunded Bonds;
- c) the maturity dates and the principal amount of each maturity or sinking fund redemption amount of the Refunding School Bonds, provided that no Refunding School Bonds refunding the Refunded Bonds shall mature later than the maturity date of the respective Refunded Bonds;
- d) the interest payment dates and the interest rates on the Refunding School Bonds, provided that the true interest cost on the Refunding School Bonds shall produce a present value debt service savings of at least three percent (3%) of the principal amount of the Refunded Bonds;
- e) the denomination or denominations of and the manner of numbering and lettering the Refunding School Bonds, provided that all Refunding School Bonds of like maturity shall be identical in all respects, except as to denominations, amounts, numbers and letters;
- f) provisions for the sale or exchange of the Refunding School Bonds and for the delivery thereof;
- g) the form of the Refunding School Bonds shall be substantially in the form set forth in Exhibit A attached hereto, with such additions, deletions and omissions as may be necessary for the Board to market the Refunding School Bonds in accordance with the requirements of The Depository Trust Company, New York, New York, (“DTC”) and the Purchase Contract (as defined herein);
- h) the direction for the application and investment of the proceeds of the Refunding School Bonds;
- i) the terms of redemption of the Refunding School Bonds, if any;
- j) the determination to issue such Refunding School Bonds on a current or forward basis;
- k) the determination to issue such Refunding School Bonds on a taxable or tax-exempt basis;

- l) the determination to sell the Refunding School Bonds to a purchaser (the "Purchaser") as selected by the Business Administrator/Board Secretary, in consultation with the Municipal Advisor after a solicitation process conducted by a placement agent (as selected by the Business Administrator/Board Secretary) or by the Municipal Advisor, in accordance with the a commitment letter on a current or forward delivery basis, if required, to be entered into by and between the Purchaser and the Board pursuant to this resolution;
- m) the determination to sell the Refunding School Bonds via a public offering to an underwriter(s) (the "Underwriter") to be selected by the Business Administrator/Board Secretary in consultation with the Municipal Advisor; an
- n) any other provisions deemed advisable by the Business Administrator/Board Secretary not in conflict with the provisions hereof.

In addition, the issuance of the Refunding School Bonds shall comply with the provisions of N.J.A.C. 5:30-2.5, including that within ten (10) days of the date of the closing on the Refunding School Bonds, the Business Administrator/Board Secretary shall file a report with the Local Finance Board within the Division of Local Government Services, New Jersey Department of Community Affairs setting forth (a) a comparison of the Refunding School Bonds' debt service and the Refunded Bonds' debt service, which comparison shall set forth the present value savings achieved by the issuance of the Refunding School Bonds; (b) a summary of the issuance of the Refunding School Bonds; (c) an itemized accounting of all costs of issuance in connection with the issuance of the Refunding School Bonds; and (d) a certification of the Business Administrator/Board Secretary that (i) all of the conditions of Section (b) of N.J.A.C. 5:30-2.5 have been met, and (ii) this resolution authorizing the issuance of the Refunding School Bonds, adopted pursuant to 18A:24-61.5(b), was approved by a two-thirds vote of the full membership of the Board.

The Business Administrator/Board Secretary shall execute a certificate evidencing the determinations or other actions taken pursuant to the authority granted hereunder, and any such certificate shall be conclusive evidence of the actions or determinations of the Business Administrator/Board Secretary as to the matters stated therein.

SECTION 3. The President and Vice President of the Board are hereby authorized and directed to execute by manual or facsimile signature the Refunding School Bonds in the name of the Board and the corporate seal (or facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. The Business Administrator/Board Secretary is hereby authorized and directed to attest to such signature and to the affixing of said seal to the Refunding School Bonds.

SECTION 4. The Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, is hereby authorized and directed to approve a Bond Purchase Contract (the "Purchase Contract"), if required, for the Refunding School Bonds, to be dated the date of sale of such Refunding School Bonds and to be executed by the Purchaser. The President, Vice President and Business Administrator/Board Secretary are hereby authorized and directed on behalf of the Board to execute and deliver said Purchase Contract.

SECTION 5. The Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, is hereby authorized and directed to apply and

qualify for the issuance of any policy of municipal bond insurance and to approve a Commitment for Municipal Bond Insurance (the "Commitment") setting forth the terms and conditions (including premium charges) upon which a bond insurer proposes to issue its bond insurance policy covering the Refunding School Bonds. The Business Administrator/Board Secretary is hereby authorized and directed on behalf of the Board to execute and deliver said Commitment.

SECTION 6. The Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, is hereby authorized and directed to approve the Escrow Deposit Agreement (the "Escrow Deposit Agreement") with an escrow agent (the "Escrow Agent") to be selected by the Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, with respect to the Refunded Bonds, to be dated the date of the closing on the Refunding School Bonds. The President and Vice President of the Board are hereby authorized and directed to execute and deliver the Escrow Deposit Agreement in the name of the Board and the corporate seal (or facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. The Business Administrator/Board Secretary is hereby authorized and directed to attest to such signature and to the affixing of said seal to the Escrow Deposit Agreement. The Municipal Advisor is hereby authorized to act as the agent and representative of the Board for the purpose of subscribing for the purchase of United States Treasury Securities – State and Local Government Series to be held by the Escrow Agent. In the alternative, if United States Treasury Securities – State and Local Government Series are not available, the Municipal Advisor is hereby authorized to seek bids for the acquisition of United States Treasury Securities – Open Market Securities.

SECTION 7. The Business Administrator/Board Secretary is hereby authorized and directed to select a verification agent (the "Verification Agent"), if required, in consultation with Bond Counsel and the Municipal Advisor, with respect to the Refunded Bonds. The Verification Agent shall prepare the verification report required to verify the sufficiency of the escrowed monies to refund the Refunded Bonds.

SECTION 8. It is hereby delegated to the Business Administrator/Board Secretary the authority to "deem final" (as defined under Rule 15c2-12, as amended and supplemented (the "Rule"), promulgated by the Securities and Exchange Act of 1934, as amended and supplemented), a Preliminary Official Statement (the "Preliminary Official Statement") and such official is hereby authorized and directed to execute and deliver a certificate to the Underwriter evidencing the same. The preparation and distribution by the Board, in consultation with Bond Counsel, and counsel to the Underwriter, if any, of a Preliminary Official Statement for the Refunding School Bonds to be used in connection with the marketing of such Refunding School Bonds, is hereby approved and any previous actions undertaken by various representatives and officers of the Board with respect thereto are hereby ratified and confirmed. Upon the sale of the Refunding School Bonds to the Underwriter, the Preliminary Official Statement shall be so modified by the Business Administrator/Board Secretary, in consultation with Bond Counsel, to reflect the effect of the pricing of the Refunding School Bonds and the Purchase Contract and any other revision not inconsistent with the substance thereof deemed necessary or advisable by Bond Counsel, and said Preliminary Official Statement as so modified shall constitute the final Official Statement (the "Official Statement"). The Business Administrator/Board Secretary is authorized and directed on behalf of the Board to execute and deliver said Official Statement.

SECTION 9. The Board hereby covenants and agrees that it will comply with and carry

out all of the provisions of a Continuing Disclosure Certificate (the "Certificate") which will set forth the obligation of the Board to file budgetary, financial and operating data on an annual basis and notices of certain enumerated events deemed material in accordance with the provision of the Rule. The Business Administrator/Board Secretary is hereby authorized and directed to execute and deliver this Certificate evidencing the Board's undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the Board to comply with the Certificate shall not be considered a default on the Refunding School Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance to cause the Board to comply with its obligations hereunder.

SECTION 10. The President, Vice President and Business Administrator/Board Secretary or any other appropriate officer or representative of the Board, are hereby authorized and directed to execute and deliver any and all documents and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution, the Purchase Contract, the Escrow Deposit Agreement and the Commitment, and for the authorization, sale and issuance of the Refunding School Bonds. The execution by such officials and officers of any such documents, with changes, insertions or omissions approved by the Business Administrator/Board Secretary, in consultation with Bond Counsel, as hereinabove provided, shall be conclusive and no further ratification or other action by the Board shall be required with respect thereto.

SECTION 11. The Board hereby covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") of the interest on the Refunding School Bonds. There is hereby delegated to the Business Administrator/Board Secretary the ability to designate the Refunding School Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B)(ii) of the Code.

SECTION 12. All other resolutions adopted in connection with the Refunding School Bonds and inconsistent herewith are hereby rescinded to the extent of such inconsistency.

SECTION 13. This resolution shall take effect immediately.

14. **Whereas**, the Administration reviewed multiple proposals from multiple Coop Vendors and;
Whereas, the Board approve the upgrade and installation and the purchase of new door buzzers, card access and the camera systems for Bryant, Hawthorne, Lowell and Whittier Elementary Schools;
Whereas, this purchase in the amount of \$310,055.72 for all four schools will be made through the Hunterdon County Coop;
Whereas, the total amount will be paid utilizing the previously awarded Federal Cops Grant Funding (C.O.P.S). There will be no cost to the district for this purchase.
Be It Resolved, the Board approve this purchase to TECHNOtime through the COPS Federal Grant funding.

Finance and Budget 01 thru 14

Motion:	Second:			
Board Member	Yes	No	Abstain	Absent
Ms. Burns (Linda)				
Mr. Clark, Sr. (Harold)				
Mr. Cooper (Damen)				
Ms. Fisher (Victoria)				
Mrs. Gee (Danielle)				
Mrs. Rappoport (Sarah)				
Mr. Reiner (Gerald)				
Mr. Rodriguez (Sebastian)				
Ms. Sanders (Denise)				

PERSONNEL

SEPTEMBER 22, 2021

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 certificated staff appointments, following a 90-day probationary period, effective dates as indicated, pending criminal history review:
 - a. Lisa Viggiano, Speech Therapist, at an annual salary of \$87,500 (TTEA MA/step 12) assigned to Special Services, effective September 13, 2021 through June 30, 2022, new position.
 - b. Eva Jennings, Grade 6 Mathematics Teacher, at an annual salary of \$71,000 (TTEA MA/step 7) assigned to Teaneck High School, effective September 09, 2021 through June 30, 2022, replacing Joseph Tauriello, resigned (PC#:10-10-66/btm).
 - c. Diana Salib, Learning Disabilities Teacher Consultant, at an annual salary of \$79,000 (TTEA MA/step 10) assigned to Lowell and Whittier Elementary School, effective September 09, 2021 through June 30, 2022, replacing Employee #5216, non-renewed (PC#: 10-07-72/ciz).
 - d. Ilona Szewczyk, Grant Funded Behaviorist, at an annual salary of \$68,000 (TTEA MA/step 6) assigned to Special Services, effective September 09, 2021 through June 30, 2022, new position.

EXPLANATION: The Board approves the appointment of certificated staff members.

Item a. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new start date.

Item b. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new start date.

Item c. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new start date.

Item d. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new start date.

2. that the Board approve the following non-certificated staff appointments, following a 90-day probationary period, effective dates as indicated, pending criminal history review:
- a. Karla Lopez, Bus Driver, at an annual salary of \$37,000 (off-guide), assigned to Central Administration Office, effective September 17, 2021 through June 30, 2022, new position.
 - b. Carlos Clavelo, General Mechanic III, at an annual salary of \$70,000, assigned to Operations & Maintenance, effective September 23, 2021 through June 30, 2022, new position.
 - c. Justine Mateo, Executive Assistant (temporary position due to COVID-19), at an annual salary of \$43,750 (ESSER II grant funded), assigned to Public Safety and Human Resource Management, effective September 23, 2021 through June 30, 2022, replacing Jennifer Basanti, promoted.
 - d. Paul Morgan, COVID Response Team Member (temporary position due to COVID-19), at an annual salary of \$59,000 (ESSER II grant funded), assigned to Central Office, effective September 23, 2021 through June 30, 2022, new position.
 - e. Travis Grundy, COVID Response Team Member (temporary position due to COVID-19), at an annual salary of \$59,000 (ESSER II grant funded), assigned to Central Office, effective September 23, 2021 through June 30, 2022, new position.

EXPLANATION: The Board approves the appointments of non-certificated staff.

Item a. - Previously approved on the September 01, 2021 Public Work Session Board agenda. Updated to reflect new start date.

3. that the Board approve the following long term substitute teachers at \$260 per-diem, after twenty-one days of employment, assigned to a non-tenure track position, effective date as indicated, pending criminal history review:
- a. Eileen Brown, September 17, 2021 through November 23, 2021, with no benefits, assigned to Benjamin Franklin Middle School, replacing employee #4634.

EXPLANATION: Long term substitute teachers holding the appropriate New Jersey Department of Education certification are approved by the Board to non-tenure track positions for the continuity of instruction.

Item a. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new start date.

4. that the Board rescind the appointment of the following individual for the 2021-2022 school year, effective immediately:
 - a. Deliris Lorenzo, Manager of Human Resources and Compliance, at an annual salary of \$97,000 assigned to Central Office, effective October 25, 2021 through June 30, 2022, replacing Tunde Adedoyin, resigned (PC#: 01-14-84/cdb).

EXPLANATION: The Board approves rescission of appointments based upon the Superintendent's recommendation. Reason on file in Human Resource Management.

5. that the Board accept the resignation of the following staff members:
- a. Amanda Mahlstedt, Special Education Teacher, Lowell Elementary School, effective October 22, 2021.
 - b. Jalia Carter, Special Education Teacher, Teaneck High School, effective October 27, 2021.
 - c. Brittany Rhodie, Theater Teacher, Teaneck High School, effective November 02, 2021.
 - d. Mayra Munem, Special Education Teacher, Thomas Jefferson Middle School, effective July 09, 2021.
 - e. Mariana Humghok, Pre-K 3/4 Teacher, Bryant Elementary School, effective July 22, 2021.
 - f. Yris Acevedo, FORUM Student Support Counselor, Teaneck High School, effective October 01, 2021.
 - g. Joseph Tauriello, Grade 6 Teacher, Benjamin Franklin Middle School, effective July 26, 2021.
 - h. Shama Abdelhadi, Chemistry Teacher, Teaneck High School, effective July 28, 2021.
 - i. Kamal Ahmad, Mathematics Teacher, Teaneck High School, effective July 28, 2021.

EXPLANATION: The Board accepts the resignation of district staff members.

Item d. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new effective date.

Item e. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new effective date.

Item f. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new effective date.

Item g. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new effective date.

Item h. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new effective date.

Item i. - Previously approved on the August 25, 2021 Special Public Board agenda. Updated to reflect new effective date.

6. that the Board approve the following leaves of absence for the dates and reasons indicated:
- a. Employee ID# 1853, unpaid miscellaneous leave of absence without benefits, from September 01, 2021 through June 30, 2022.
 - b. Employee ID# 2553, paid medical leave of absence with benefits, from September 01, 2021 through September 12, 2021 using 5 personal illness days, paid intermittent medical leave of absence from September 13, 2021 through September 24, 2021, under FMLA.
 - c. Employee ID# 4201, paid medical leave of absence with benefits, from September 01, 2021 through October 04, 2021, using 24 sick days under FMLA.
 - d. Employee ID# 3956, paid maternity leave of absence with benefits, from October 11, 2021 through January 18, 2022, using 3 personal business days and 58 personal illness days under FMLA and NJFLA. January 19, 2022 through March 08, 2022, unpaid with benefits, under NJFLA.
 - e. Employee ID# 4610, paid maternity leave of absence with benefits, from April 19, 2021 through June 30, 2021, using 40 sick days and 3 personal business days under FMLA. Unpaid maternity leave of absence with benefits, from September 1, 2021, through September 23, 2021 under FMLA and NJFLA. Unpaid maternity leave of absence with benefits, from September 24, 2021 through November 23, 2021 under NJFLA. Unpaid child rearing leave of absence without benefits, from November 24, 2021 through December 31, 2021.
 - f. Employee ID# 5088, unpaid maternity leave of absence with benefits, from September 20, 2021 through December 10, 2021, under FMLA. December 11, 2021 through February 04, 2022, unpaid with benefits, under NJFLA.
 - g. Employee ID# 4808, paid maternity leave of absence with benefits, from September 17, 2021 through October 27, 2021, using 3 personal business days and 26 personal illness days, under FMLA. October 28, 2021 through March 04, 2022, unpaid with benefits, under FMLA and NJFLA. Unpaid child rearing leave of absence with benefits from March 07, 2022 through June 30, 2022.

EXPLANATION: The Board approves leaves based upon the Superintendent's recommendation.

Item a.- Previously approved on the August 25, 2021 special agenda. Updated to reflect revised dates.

Item e. - Previously approved on the March 17, 2021 regular agenda. Updated to reflect leave extension.

7. that the Board approve payment to the following employees who separated from the district for unused vacation/sick days, not to exceed the information listed below:
- a. Gary Sternberg, Messenger, Operations & Maintenance, 100 personal illness/business days at \$40 totaling \$4,000, 54 personal illness/business days at \$60 totaling \$3,240, 13 vacation days at \$248.32 totaling \$3,228.16, 1.67 vacation days at \$255.02 totaling \$425.88, **total payment of \$10,894.04.**
 - b. Thomas de Lyon, Electrician, Operations & Maintenance, 15.83 vacation days at \$288.46, **total payment of \$4,566.32.**
 - c. Dr. Lottie Watson, Teacher on Special Assignment, 11.50 personal illness days at \$81, **total payment of \$931.50.**

EXPLANATION: The Board approves contractual payouts for employees separating from the district.

8. that the Board approve the attached longevity list of TTEA staff for the 2021-2022 school year, effective September 01, 2021 through June 30, 2022.

EXPLANATION: The Board approves the longevity pay of certificated staff based upon years of service provided to the district, per union contract.

The staff members were erroneously not included on the August 25, 2021 Special Public agenda.

9. that the Board approve the salary guide reclassification effective September 01, 2021 for the following teachers:

<u>Name</u>	<u>21-22 Guide Step</u>	<u>Salary</u>	<u>Reclassification</u>	<u>New Salary</u>
a. Mindy Fliegelman	BA /Step 3	\$57,000	MA/Step 3	\$63,000
b. Jenna Banker	BA/Step 4	\$58,000	MA/Step 4	\$64,000
c. Claudia Califano	BA/Step 13	\$81,000	MA/Step 13	\$91,000
d. Nergis Tepeli	BA/Step 5	\$59,000	MA/Step 5	\$66,000
e. Rochelle Yaros	MA/Step 11	\$83,000	MA+32/Step 11	\$94,600
f. Levette Glanton	MA/Step 14	\$93,500	MA+32/Step 14	\$107,500
g. Mark Martinez	MA/Step 8	\$74,000	MA+32/Step 8	\$82,000
h. Kristine Thielman	MA+32/Step 9	\$86,000	DOCT/Step 9	\$105,400

EXPLANATION: The Board approves the reclassification of teacher salaries upon new level attainment.

10. that the Board approve the following substitutes for the 2021-2022 school year, on an as-needed basis, at \$120 per diem:
- a. Shaun Holder
 - b. Ana Mercedes
 - c. Ruqayyah Sanders
 - d. Sameera Baig

EXPLANATION: The Board approves substitute teachers in the event of an absence by a teaching staff member.

11. that the Board approve Mary Faller as a Substitute Secretary at \$15 per hour for the 2021-2022 school year, on an as needed basis.

EXPLANATION: The Board approves substitute secretaries.

12. that the Board approve the following individuals to work as File Clerks (part-time), for the 2021-2022 school year, on an as needed basis:

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>
a. Yessica Reyes	File Clerk	\$15
b. Jelani Kelly	File Clerk	\$15
c. Bonnie Rogovin	File Clerk	\$15

EXPLANATION: The Board approves the hiring of clerical staff.

13. that the Board approve the appointment of Dr. Kim Buxenbaum, Assistant Superintendent for Educational Services, as the Affirmative Action Officer for the Teaneck Public School District, for the 2021-2022 School Year.

EXPLANATION: A Board resolution to appoint the Affirmative Action Officer(s) is required annually by the NJ Department of Education.

14. that the Board approve the following re-appointment and salary of TTEA certificated staff members, for the 2021-2022 school year, effective September 01, 2021 through June 30, 2022.

<u>Name</u>	<u>Guide/step</u>	<u>Salary</u>
a. Kelly Misol-Kulig	MA/step 10	\$79,000

EXPLANATION: The Board approves the re-appointment of teaching staff members and their salaries for the 2021-2022 school year.

Item a. - previously approved on the August 25, 2021 Special Public Board agenda. The salary was erroneously entered on the agenda.

15. that the Board approve payment to the following high school staff members for their participation in the Freshman Orientation Program held August 25, 2021, not to exceed six (6) hours at a rate of \$50 per hour:

Name	Total Stipend (not to exceed):
a. Natasha Green	\$300
b. Charles Clark	\$300
c. Gregory Cooper	\$300
d. Jason McDonald	\$300
e. Linea Rondael	\$300
f. Eric Akselrad	\$300
g. Adriana Lagomarsino	\$300
h. Jahaziel Valeriano	\$300
i. Ashley Pryce	\$300
j. Christine Mayers	\$300
k. Kiera Genus	\$300
l. Nicole Cooper	\$300
m. Susie Cipriano	\$300
n. Douglas Book	\$300
o. Daniel Olender	\$300
TOTAL:	\$4,500

EXPLANATION: The teachers staffed the welcome program for incoming freshman. Their work included registration, dissemination of information and materials, and organizing students into Peer Leader groups.

16. that the Board approve payment to the following high school teachers, for assuming a sixth period assignment, on a temporary basis, at a negotiated contractual per class rate, effective September 09, 2021. Staff members will receive payment upon submission of appropriate payroll bill form for each pay date and will receive their payment on the subsequent pay date:

<u>Name</u>	<u>Subject</u>	<u>Rate</u>
a. Vladymir Hunko	Resource Center (Period 2)	\$70.00 (MA)
b. Adriana Lagomarsino	Humanities 12 (Period 1)	\$70.00 (MA)
c. Alexandra Cavallo	Humanities (Period 6)	\$70.00 (MA)
d. John Occhiogrosso	Algebra II (Period 3)	\$80.00 (MA +32)
e. Anila Hoxha	Resource Center (Period 5)	\$60.00 (BA)
f. Christine Mayers	Global History (Period 6)	\$70.00 (MA)
g. Edward Klimek	Physical Education	\$80.00 (MA+32)
h. Christina DeLeon	Geometry Honors (Period 2)	\$70.00 (MA)
i. Daniel Olender	AP Human Geo (Period 2)	\$80.00 (MA+32)
j. Summer Pirro	Geometry (Period 7)	\$60.00 (BA)
k. Jeffrey Slominsky	Computer Science I (Period 8)	\$80.00 (MA+32)
l. Shanieka Smith	Geometry (Period 4)	\$70.00 (MA)
m. Latoya Watt	Algebra I Honors (Period 1 & 5)	\$70.00 (MA)
n. Sharon Bellin	Geometry (Period 1)	\$80.00 (MA+32)
o. Lynn Sac	Spanish I (Period 5)	\$60.00 (BA)
p. Gina Petrosi-Higgins	Practical Financial Algebra I (Period 2)	\$70.00 (MA)
q. Shaun Reilly	Computer Science I Honors (Period 3)	\$80.00 (MA+32)
r. James Belluzzi	Geometry (Period 7)	\$80.00 (MA+32)

EXPLANATION: The Board approves payment for teachers taking on a sixth period assignment.

17. that the Board approve payment to the following high school teacher, for assuming a seventh period assignment, on a temporary basis, at their negotiated contractual per class rate, effective September 09, 2021, staff members will receive payment upon submission of appropriate payroll bill form for each pay date, and will receive their payment on the subsequent pay date:

<u>Name</u>	<u>Subject</u>	<u>Rate</u>
a. Sharon Bellin	Geometry (Period 5)	\$80.00 (MA+32)
b. Shaun Reilly	Computer Science I (Period 2)	\$80.00 (MA+32)

EXPLANATION: The Board approves payment for teachers taking on a seventh period assignment.

18. that the Board approve payment to the following Benjamin Franklin Middle School teachers, for assuming a sixth period assignment, on a temporary basis, at a negotiated contractual per class rate, effective September 17, 2021. Staff members will receive payment upon submission of appropriate payroll bill form for each pay date and will receive their payment on the subsequent pay date:

<u>Name</u>	<u>Subject</u>	<u>Rate</u>
a. Amanda Detrick	BSIP Reading 5	\$70 (MA)
b. Allen Gonzalez	BSIP Reading 6	\$80 (MA+32)

EXPLANATION: The Board approves payment for teachers taking on a sixth period assignment.

19. that the Board approve the following certificated staff members to serve on the Intervention and Referral Services (I&RS) Committee for Hawthorne Elementary School for the 2021-2022 school year, stipend \$948.00:

<u>Staff Member</u>	<u>Stipend Amount</u>
a. Colette Brantley	\$948.00
b. Jemara Blount	\$948.00
c. Amber Halpern	\$948.00

TOTAL: \$2,844.00

EXPLANATION: The Board approves certificated staff members serving on the Intervention and Referral Services (I&RS) Committee for the 2021-2022 school year.

20. that the Board approve the following Extra Work Extra Pay assignment, at Teaneck High School, for the 2021-2022 school year, stipend in accordance with TTEA contract:

<u>Staff Member</u>	<u>Activity</u>	<u>Stipend Amount</u>
a. Mary Joyce Laqui	Activism Club	\$1,098.00
b. Katheleen DeMoncada	AIDS/Cancer Awareness	\$938.50
c. Yaneth Mesa	AIDS/Cancer Awareness	\$938.50
d. Marc Calello	Art Club	\$779.00
e. Mary Joyce Laqui	Asian Student Union	\$1,098.00
f. Yvette Ortega-Ulubay	Astrology Club	\$0.00
g. Christine Mayers	Black Youth Organization (BYO)	\$1,098.00
h. John Dean	Debate Coach	\$5,405.00
i. Lourdes Melendez	Fashion Club	\$1,745.00
j. Todd Murphy	Film & Theater Club	\$1,057.00
k. Carol Petit-Bielen	French Club	\$1,098.00
l. Alexandra Cavallo	HEAL	\$2,731.00

m. Goldie Minkowitz	Israel Club	\$1,098.00
n. Goldie Minkowitz	Kosher Club	\$0.00
o. Sean Holland	Literary Magazine	\$4,465.00
p. John Dean	National Forensic League	\$3,640.00
q. Victoria Galligan	Newspaper	\$3,667.00
r. Daniel Olender	Peer Leadership	\$4,984.00
s. Abdoulaye Diallo	Red Cross Club	\$1,098.00
t. Kiera Skerritt	Self Care Club	\$0.00
u. Yvette Ortega-Ulubay	SOLA	\$549.00
v. Lynn Sac	SOLA	\$549.00
w. Jahaziel Valeriano	SOLVE	\$2,731.00
x. Amy Moran	Spectrum	\$1,098.00
y. Susie Cipriano	Student Activities Director	\$7,346.00
z. Natasha Green	Student Council	\$2,479.00
aa. Christine Mayers	Terpsichoreans Advisor	\$2,479.00
bb. Antoinette Bush	Terpsichoreans Assistant Advisor	\$2,032.00
cc. Linea Rondael	Vocal Music Director	\$5,238.00
dd. Daniel Olender	Yearbook Advisor	\$4,945.00
ee. Michaela Freemantle	Yearbook Business	\$2,473.00
ff. Todd Murphy	Annual Drama - Director/Producer	\$6,109.00
gg. Emmanuel Viray	Annual Drama - Scenery	\$2,197.00
hh. Emmanuel Viray	Annual Drama - Stage Crew	\$2,492.00
ii. Michaela Freemantle	Annual Musical - Business Manager	\$1,246.00
jj. Bettina Peets	Annual Musical - Choreographer	\$4,362.00
kk. Todd Murphy	Annual Musical - Director/Producer	\$8,725.00
ll. LeeAnn Newland	Annual Musical - Instrumental Director	\$2,197.00
mm. Emmanuel Viray	Annual Musical - Scenery	\$2,197.00
nn. Linea Rondael	Annual Musical - Vocal Director	\$4,362.00
oo. Matthew Lynskey	Bookrooms - English	\$2,805.00
pp. Lourdes Melendez	Bookrooms - World Language	\$1,240.00
qq. Ken Chung	Bookrooms - Math	\$1,240.00
rr. Joseph Laborde	Bookrooms - Science	\$2,805.00
ss. Susan Mortan	Bookrooms - Social Studies	\$2,805.00
TOTAL:		\$113,639.00

EXPLANATION: The Board approves payment of staff for clubs and activities throughout the school year.

21. that the Board approve the stipend of \$5,000 from the PEEA Grant for the position of Registrar Coordinator, and compensate Rosemarie Antinori, Registrar for the 2021-2022 school year.

EXPLANATION: The Board approves stipends related to employees taking on additional job duties.

The number of registrations has increased significantly due to the number of families who applied for the full-day Pre-K program, in addition to the closing of numerous private schools whose families are registering their children into the Teaneck School District. This is in addition to the annual number of registrations that Ms. Antinori registers each year.

22. that the Board approve reimbursement to the following administrator for the costs incurred during their participation in the New Jersey Leader to Leader Residency Program for principal certification as follows:

a. Patricia Dent (2020-2021 Participation Fee) - \$1,000.

EXPLANATION: The Board reimburses administrators for participating in the New Jersey Leader to Leader Residency Program.

23. that the Board approve the following athletic coaches for the 2021-2022 school year, stipend in accordance with the TTEA contract, pending approval of the NJSIAA and program/activity completion. Stipends will be prorated in the event of cancellation:

<u>Sport</u>	<u>Position</u>	<u>Name</u>	<u>Stipend Amount</u>
a. Boys Soccer TJMS	Head Coach	Spencer Jones	\$3,000
b. Boys Soccer BFMS	Head Coach	Michael Miuccio	\$3,000
c. Boys Soccer	Assistant	Abdoulaye Diallo	\$5,551
d. Middle School Athletics	Liason	Mickell Taylor	\$10,000

TOTAL: **\$21,551**

EXPLANATION: The Board approves the appointment of athletic coaches for the 2021-2022 school year.

24. that the Board rescind the appointment of the following athletic coaches for the 2021-2022 school year, stipend in accordance with the TTEA contract, pending approval of the NJSIAA and program/activity completion.

<u>Sport</u>	<u>Position</u>	<u>Name</u>	<u>Stipend Amount</u>
b. Boys Soccer BFMS	Head Coach	Jokeldy Hernandez	\$3,000
c. Boys Soccer	Assistant	Andres DeCastro	\$5,551
TOTAL:			\$8,551

EXPLANATION: The Board approves the rescission of appointments based upon the Superintendent's recommendation. Reason on file in Human Resource Management.

25. that the Board approve the following staff members for services during the 2021-2022 school year, at the following athletics event:
- a. Kendall Daniels
 - b. Jason McDonald
 - c. Vance Seinbergin
 - d. Kharisma Bettis
 - e. Abdoulaye Diallo
 - f. Susie Cipriano
 - g. Centryll Scott

<u>Fall/Winter/Spring Sports</u>	
Girls/Boys/Middle School Soccer	\$60.00
Basketball - Girls High School (two games)	\$85.00 total
Basketball - Middle School (two games)	\$65.00 total
Basketball - Boys High school (three games)	\$100.00 total
<u>Ticket Takers/Sales</u>	
Football	\$60.00
Basketball	\$70.00
Wrestling	\$60.00
<u>Announcer</u>	
Football	\$70.00
Basketball	\$40.00 per game
Wrestling	\$70.00
<u>Non-Carded Official</u>	
Outdoor Track and Field	\$70.00
<u>Clock Operator/Time</u>	
Basketball - High School	\$40.00 per game
Basketball - Middle School	\$30.00 per game
Girls/Boys Volleyball	\$40.00 per game/level
<u>Chain Crew (Football)</u>	
Chain and Marker	\$70.00

EXPLANATION: The Board approves payment to staff for providing services during athletic events.

26. that the Board approve the following individuals to be paid for work in the Teaneck Community Education Center's SACC (School Age Child Care) program, for the 2021-2022 school year, effective September 27, 2021 through June 17, 2022:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
a. Feona Turner	Site Supervisor	\$18.00
b. Ashley O'Connor	Aide	\$15.00
c. Mona Segal	Aide	\$15.00
d. Gulshir Khan	Aide	\$15.00
e. Chelsea Jones	Aide	\$15.00
f. Joan Berkowitz	Aide	\$15.00
g. Sheryl Wingster	Aide	\$15.00

EXPLANATION: The district's SACC Program provides families with fee-based before and after school care options at Bryant, Lacey, Hawthorne, Lowell and Whittier Elementary Schools, and after school care at Benjamin Franklin and Thomas Jefferson Middle Schools. This year's program is scheduled to run September 27, 2021 through June 17, 2022 (provided the district does not receive guidance on school closings due to COVID-19).

Item a. - Previously approved on the August 25, 2021 Special Public Board agenda. Revised to include correct hourly rate.

27. that the Board rescind the appointment of the following individuals to be paid for work in the Teaneck Community Education Center's SACC (School Age Child Care) program, for the 2021-2022 school year, effective immediately:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
a. Shelia Garcia	Aide	\$15.00
b. Aida Rivera	Aide	\$15.00
c. Daiyana Martinez	Aide	\$15.00
d. Sabrina Hussain	Aide	\$15.00

EXPLANATION: The Board approves rescission of appointments based upon the Superintendent's recommendation. Reason on file in Human Resource Management.

28. that the Board rescind the appointment of the following Student Teacher Practicum assignment, effective immediately:
- a. Corrienne Conti, Caldwell University, assigned to Teaneck High School.

EXPLANATION: The Board approves rescission of appointments based upon the Superintendent's recommendation. Reason on file in Human Resource Management.

29. that the Board approve the following substitute safety officers for the 2021-2022 school year, on an as needed basis:

<u>Name</u>	<u>Hourly Rate</u>
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a. Agustin Garcia	\$22.50
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EXPLANATION: The Board approves substitute safety officers in the event of an absence by a safety officer.

30. that the Board rescind the resignation of the following staff members:
- a. Travis Grundy, Safety & Attendance Officer, Central Office, effective September 30, 2021.

EXPLANATION: The Board approves rescission of resignations based upon the Superintendent's recommendation.

Personnel 01 thru 30

Motion:	Second:			
Board Member	Yes	No	Abstain	Absent
Ms. Burns (Linda)				
Mr. Clark, Sr. (Harold)				
Mr. Cooper (Damen)				
Ms. Fisher (Victoria)				
Mrs. Gee (Danielle)				
Mrs. Rappoport (Sarah)				
Mr. Reiner (Gerald)				
Mr. Rodriguez (Sebastian)				
Ms. Sanders (Denise)				

Teaneck Public Schools

Regular Public Meeting
September 22, 2021
Policy - 2.

that the Board approve the following policy updates for **First Reading**:

General Policy Updates:

- P2422 - Comprehensive Health and Physical Education
- P2467 - Surrogate Parents and Resource Family Parents
- P5111 - Eligibility of Resident/Nonresident Students
- P5116 - Education of Homeless Children
- P7432 - Eye Protection
- P8420 - Emergency and Crisis Situations
- P8540 - School Nutrition Programs
- P8550 - Meal Charges/Outstanding Food Services Bill
- P8600 - Student Transportation

NJDOE Office of Fiscal Accountability & Compliance Audit Policy Updates:

- P6115.01 - Federal Awards/Funds Internal Controls - Allowability of Costs
- P6115.02 - Federal Awards/Funds Internal Controls - Mandatory Disclosures.
- P6115.03 - Federal Awards/Funds Internal Controls - Conflict of Interest
- P6311 - Contracts for Goods or Services Funded by Federal Grants

COVID 19 Policy Updates:

- P1648.11 - The Road Forward COVID-19 - Health and Safety
- P1648.11 - The Road Forward COVID-19 - Health and Safety Appendices

Explanation:

ATTACHMENTS:

Description	Type
General Policy Updates - First Reading	Cover Memo
Fiscal & Accountability/Audit Policy Updates-First Reading	Cover Memo
COVID-19 Policy Updates - First Reading	Cover Memo

General Policy Updates

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Comprehensive Health and Physical Education

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2422 COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION

The Board of Education requires all students to participate in a comprehensive, sequential, health and physical education program aligned with the New Jersey Student Learning Standards (NJSLS) that emphasizes the natural interdisciplinary connection between wellness and health and physical education. The primary focus of the NJSLS is the development of knowledge and skills that influence healthy behaviors within the context of self, family, school, and the local and global community.

The curriculum requirements listed below address the need for students to gain knowledge and skill in caring for themselves, interacting effectively with others, and analyzing the impact of choices and consequences. The primary focus of the curriculum listed below is to help students develop concepts and skills that promote and influence healthy behaviors.

The NJSLS incorporate New Jersey statutes related to health and well-being of students in New Jersey schools. The following statutes incorporated into the NJSLS include, but are not limited to, the following requirements:

1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires regular courses of instruction in accident and fire prevention.
2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires offering instruction on breast self-examination for students in grades seven through twelve.
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.
4. Cancer Awareness (N.J.S.A. 18A:40-33) requires the development of a school program on cancer awareness by the Commissioner of Education.
5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve.



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Comprehensive Health and Physical Education

6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child abuse.
7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school students.
8. Health, Safety, and Physical Education (N.J.S.A. 18A:35-5) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.
9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines for each grade Kindergarten through twelve.
10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through 5.3) requires the development of Lyme Disease curriculum guidelines and training to all teaching staff members who instruct students with Lyme Disease.
11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program by the Commissioner of Education for utilization by school districts.
13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through N.J.S.A. 18A:35-4.22), also known as the "AIDS Prevention Act of 1999," requires sex education programs to stress abstinence.
14. Suicide Prevention (N.J.S.A. 18A:6-111 through 113) requires instruction in suicide prevention in public schools.



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Comprehensive Health and Physical Education

15. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires public high schools and charter schools to provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student prior to graduation.
16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and 4.33) requires instruction, once during middle school, on the social, emotional, and legal consequences of distributing and soliciting sexually explicit images through electronic means.
17. History of Disabled and LGBT Persons (N.J.S.A. 18A:35-4.35 and 4.36) requires instruction on the political, economic, and social contributions of persons with disabilities and lesbian, gay, bisexual, and transgender people for middle and high school students.
18. Financial Literacy (N.J.S.A. 18A:35-4.34) requires instruction with basic financial literacy necessary for sound financial decision-making in each of the grades six through eight.
19. **Sexual Abuse and Assault Awareness and Prevention Education (N.J.S.A. 18A:35-4.5a) requires age-appropriate sexual abuse and assault awareness and prevention education in grades preschool through twelve.**
20. **Curriculum to Include Instruction on Diversity and Inclusion (N.J.S.A. 18A:35-4.36a) requires instruction on diversity and inclusion in an appropriate place in the curriculum for students in grades Kindergarten through twelve.**
21. **Incorporation of Age-Appropriate Instruction Relative to Consent for Physical Contact and Sexual Activity (N.J.S.A. 18A:35-4.38) requires age-appropriate instruction in grades six through twelve on the law and meaning of consent for physical contact and sexual activity.**



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Comprehensive Health and Physical Education

22. **Health Curriculum to Include Instruction on Mental Health** (N.J.S.A. 18A:35-4.39) requires health education programs to include instruction on mental health and the relation of physical and mental health for students in grades Kindergarten through twelve.
23. **Information About “New Jersey Safe Haven Infant Protection Act” Included in Public School Curriculum** (N.J.S.A. 18A:35-4.40) information on the provisions of the “New Jersey Safe Haven Infant Protection Act” shall be included in curriculum for public school students in grades nine through twelve.
24. **Infusion of African American Accomplishments into School Curricula** (N.J.S.A. 18A:35-4.43) requires in the curriculum for all elementary and secondary students instruction that infuses into all courses on the United States the centuries of accomplishments by African Americans in the building and development of America.
2519. **Other Statutory or Administrative Codes.** The Board will incorporate into its health and physical education curriculum any other requirements of the NJSLS in Comprehensive Health and Physical Education.

In accordance with the provisions of N.J.S.A. 18A:35-4.7, any student whose parent presents to the Principal a signed statement that any part of the instruction in health, family life education, or sex education is in conflict with his/her conscience or sincerely held moral or religious beliefs shall be excused from that portion of the course where such instruction is being given and no penalties as to credit or graduation shall result.

The Board of Education must provide two and one-half hours of health, safety, and physical education courses in each school week, or proportionately less when holidays fall within the week. Recess period(s) shall not be used to meet the requirements of N.J.S.A. 18A:35-5, 7, and 8.

In accordance with N.J.S.A. 18A:35-4.31, the Board of Education shall provide a daily recess period of at least twenty minutes for students in grades Kindergarten through five. A recess period is not required on a school day in which the day is



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Comprehensive Health and Physical Education

substantially shortened due to a delayed opening or early dismissal. The recess period shall be outdoors, if feasible. A student shall not be denied recess for any reason, except as a consequence of a violation of the school district's Code of Student Conduct, including a harassment, intimidation, or bullying (HIB) investigation pursuant to N.J.S.A. 18A:37-13 et seq. Students may not be denied recess more than twice per week for a violation of the Code of Student Conduct or HIB investigation and these students shall be provided restorative justice activities during the recess period.

Restorative justice activities are defined as activities designed to improve the socioemotional and behavioral responses of students through the use of more appropriate and less punitive interventions thereby establishing a more supportive and inclusive school culture. The student's recess period should be scheduled in a manner that does not interfere with the implementation of a student's Individualized Education Program (IEP). School staff may deny recess for a student on the advice of a medical professional, school nurse, or the provisions of a student's IEP and/or 504 Plan.

A copy of the NJSLS for Comprehensive Health and Physical Education and all related curriculum/course guides and instructional material shall be available for public inspection in each school.

~~N.J.S.A. 18A:35-4.31~~

Adopted:



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Surrogate Parents and **Resource**
Family Foster Parents
M

2467 SURROGATE PARENTS AND RESOURCE FAMILY FOSTER PARENTS

Federal and State laws require the Board ensure the rights of a student are protected through the provision of an individual to act as surrogate for the parent and assume all parental rights under N.J.A.C. 6A:14-2.2 when:

1. The parent, ~~as defined according to N.J.A.C. 6A:14-1.3,~~ cannot be identified;
2. The parent cannot be located after reasonable efforts;
3. An agency of the State of New Jersey has guardianship of the student **or the student is determined a ward of the State and, if the student is placed with a resource family parent, the resource family parent declines to serve as the student's parent;** and that agency has ~~not taken steps to appoint a surrogate parent for the student; or~~
4. ~~The student is a ward of the State and no State agency has taken steps to appoint a surrogate parent for the student;~~
5. ~~No parent can be identified for the student in accordance with N.J.A.C. 6A:14-1.3 except a foster parent, the foster parent does not agree to serve as the student's parent, and no State agency has taken steps to appoint a surrogate parent for the student; and~~
46. The student is an unaccompanied homeless youth **as that term is defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 USC §11434.(a)6) and N.J.A.C. 6A:17-1.2** and ~~no State agency has taken steps to appoint a surrogate parent for the student.~~

Qualifications and Selection

The district **shall** ~~will~~ make reasonable efforts to appoint a surrogate parent within thirty days of ~~the it's~~ determination that a surrogate parent is **needed** ~~required~~ for a student. If the district fails to appoint a surrogate parent for a ward of the State,



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Surrogate Parents and Resource
Family Foster Parents

a judge may appoint a surrogate parent if the judge determines a surrogate parent is necessary for such student.

The district shall establish a method for selecting and training surrogate parents.

The person serving as a surrogate parent shall:

1. Have no interest that conflicts with **the interest** those of the student ~~they~~ he/she represents;
2. Possess knowledge and skills that ensure adequate representation of the student;
3. Not be replaced without cause;
4. Be at least eighteen years of age; **and**
5. **Complete** Have a criminal history review **pursuant to in** accordance with N.J.S.A. 18A:6-7.1 **if the person completed prior** to his or her serving as the surrogate parent, ~~if the school district is compensated.~~ compensates the surrogate parent for such services; and
6. ~~Not be an employee of the New Jersey Department of Education, this district, or a public or nonpublic agency that is involved in the education or care of the child.~~

The person(s) serving as a surrogate parent may not ~~Not~~ be an employee of the New Jersey Department of Education, this district, or a public or nonpublic agency that is involved in the education or care of the child.

[Optional - A surrogate parent ~~will~~ may be paid solely to act in this capacity.]

The _____ shall serve as Surrogate Parent Coordinator and will: determine whether there is a need for a surrogate parent for a student; contact any State agency that is involved with the student to determine whether the State has a surrogate parent appointed for the student; and make reasonable



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Surrogate Parents and **Resource**
Family Foster-Parents

efforts to appoint a surrogate parent for the student within thirty days of determining that there is a need for a surrogate parent for the student.

When a student (who is or may be a student with a disability) is in the care of a **resource family foster-parent**, and the **resource family foster parent** is not the parent of the student ~~as defined in N.J.A.C. 6A:14-1.3~~, the district where the **resource family foster parent** resides shall contact the student's case manager at the Division of Child Protection and Permanency (DCP&P) in the Department of Children and Families to determine whether the parent retains the right to make educational decisions and determine the whereabouts of the parent.

If the parent retains the right to make educational decisions and the parent's whereabouts are known to the school district, the **Superintendent or designee** ~~Surrogate Parent Coordinator~~ shall obtain all required consent from, and provide written notices to, the parent.

If the district cannot ascertain the whereabouts of the parent, the **resource family foster parent**, ~~unless that person is unwilling to do so~~, shall serve as the parent **unless that person is unwilling to do so** ~~pursuant to N.J.A.C. 6A:14-1.3~~. If there is no **resource family foster parent**, or if the **resource family foster parent** is unwilling to serve as the student's parent, the Surrogate Parent Coordinator shall consult with the student's case manager at DCP&P to assist in identifying an individual to serve as a surrogate parent, ~~and appointing~~ a surrogate parent, and ~~obtaining~~ all required consent from, and ~~providing~~ written notices to, the surrogate parent.

Training

N.J.A.C 6A:14-2.2(d) requires the district train surrogate parents so they have the knowledge and skills that ensure adequate representation of the student. The Surrogate Parent Coordinator shall coordinate the training for surrogate parents. The training ~~may~~ **will** include, but not be limited to:

1. Providing the surrogate parent a copy of:
 - a. Parental Rights in Special Education booklet;
 - b. N.J.A.C. 6A:14;



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Surrogate Parents and **Resource**
Family Foster-Parents

- c. The Special Education Process;
 - d. **Administrative** Code Training Materials from the Department of Education website; and
 - e. Other relevant materials.
2. Providing the surrogate parent an opportunity to meet with the Surrogate Parent Coordinator to discuss the rights of the surrogate parent and the applicable statutes, administrative codes, and Federal laws. The Surrogate Parent Coordinator shall provide the surrogate parent the opportunity to review and to become familiar with the State and Federal requirements for assessment, individualized educational program development, and parental rights with respect to the referral and placement process, including their rights with respect to seeking a due process hearing if they disagree with the local procedure or decisions;
 3. Providing the surrogate parent adequate time to become familiar with the student and the nature of the student's disability through a review of the student's record;
 4. Providing the surrogate parent an opportunity to confer with the student's case manager to discuss the student; and
 5. Other information and resources to provide the surrogate parent the knowledge and skills to ensure adequate representation of the student.

Rights of the Surrogate Parent

A surrogate parent appointed in accordance with N.J.A.C. 6A:14-2.2 shall assume all parental rights under N.J.A.C. 6A:14.

N.J.A.C. 6A:14-2.2

Adopted:



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Eligibility of Resident/Nonresident Students

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5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

The Board of Education shall admit to its schools, free of charge, persons over five and under twenty years of age, pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education.

Eligibility to Attend School

The Board shall admit students eligible to attend school free of charge that are domiciled within the district as defined in N.J.A.C. 6A:22-3.1.

A child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in a time of war or national emergency shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

The Board shall also admit any student that is kept in the home of a person other than the student's parent or guardian, where the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child in accordance with N.J.A.C. 6A:22-3.2. A student is only eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 if the student's parent or guardian files, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and the student is not residing with the other person solely for the purpose of receiving a free public education. In addition, the person keeping the student must file, if so required by the Board of Education, a sworn statement that he or she: is domiciled within the school district; is supporting the child without remuneration and intends to do so for a time longer than the school term; will assume all personal obligations for the student relative to school requirements; and provides a copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease,



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Eligibility of Resident/Nonresident Students

or a mortgage or tax bill if an owner. Pursuant to N.J.S.A. 18A:38-1.c., any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another district commits a disorderly persons offense.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.b. if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency. Eligibility under this provision shall cease at the end of the current school year during which the parent or guardian returns from active military duty.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.d. if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of a student attending the school district of temporary residence. When one of a student's parents or guardians temporarily resides in the school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with the criteria of N.J.A.C. 6A:22-3.1(a)1.i.

A student is eligible to attend this school district free of charge:

1. If the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2 - Education of Homeless Children;
2. If the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2;
3. If the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of



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Eligibility of Resident/Nonresident Students

the student out of the school district, pursuant to N.J.S.A. 18A:38-3.b. The school district shall not be obligated for transportation costs; and

4. If the student resides on Federal property within the State pursuant to N.J.S.A. 18A:38-7.7 et seq.

Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other law, rule, or regulation to the contrary, a student who moves out of the school district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the school district for the remainder of the school year ~~in~~ pursuant to N.J.S.A. 18A:38-1.1 and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h). If the student remains enrolled in the school district for the remainder of the school year, the school district shall provide transportation services to the student, provided the student lives remote from school, and the State shall reimburse the school district for the cost of the transportation services. Nothing in N.J.S.A. 18A:38-1.1 shall be construed to affect the rights of homeless students pursuant to N.J.S.A. 18A:7B-12, N.J.S.A. 18A:7B-12.1, or any other applicable State or Federal law.

If the district of residence cannot be determined according to the criteria contained in N.J.S.A. 18A:7B-12; if the criteria contained in N.J.S.A. 18A:7B-12 identify a district of residence out of the State; or if the child has resided in a domestic violence shelter, homeless shelter, or transitional living facility located outside of the district of residence for more than one year, the State shall assume fiscal responsibility for the tuition of the child in accordance with N.J.S.A. 18A:7B-12.d.

A student's eligibility to attend this school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

Except as set forth in N.J.A.C. 6A:22-3.3(b)1., immigration/visa status shall not affect eligibility to attend school and the school district shall not condition enrollment in the school district on immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111.



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Eligibility of Resident/Nonresident Students

Proof of Eligibility

The Board of Education shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.A.C. 6A:22-3.4. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school as outlined in N.J.A.C. 6A:22-3.4(d). The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in N.J.A.C. 6A:22-3.4(d) or pertinent parts thereof if voluntarily disclosed by the applicant. The Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

In the case of a dispute between the school district and the parent of a student in regard to the student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission (NJMVC) the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.S.A. 18A:38-1.3. The NJMVC shall disclose to a school district the information requested in accordance with procedures established by the NJMVC. However, the school district shall not condition enrollment in the district on immigration status or on the fact that the NJMVC does not have the name or address of the parent on file.

Registration Forms and Procedures for Initial Assessment

Registration and initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1. The Board of Education shall use Commissioner-provided registration forms or locally developed forms that are consistent with the forms provided by the Commissioner. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.



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Eligibility of Resident/Nonresident Students

Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2.

When a student appears ineligible based on the information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the district's determination and an intent to appeal to the Commissioner of Education. An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed, without a hearing before the Board, if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.

When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for the purposes of ensuring compliance with compulsory education law, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

Enrollment or attendance at the school shall not be conditioned on advance payment of tuition when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information. The Board of Education shall ensure the registration process identifies



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Eligibility of Resident/Nonresident Students

information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2, Education of Homeless Children. Enrollment or attendance in the school district shall not be denied based upon the absence of the certified copy of the student's birth certificate or other proof of a student's identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.

When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

Notice of Ineligibility

When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district immediately shall provide to the applicant notice that is consistent with Commissioner-provided sample form(s) and meets requirements of N.J.A.C. 6A:22-4 et seq. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside. Notices of ineligibility shall include information as outlined in N.J.A.C. 6A:22-4.2.

Removal of Currently Enrolled Students

Nothing in N.J.A.C. 6A:22 et seq. and this Policy shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.



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Eligibility of Resident/Nonresident Students

When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal in accordance with the provisions of N.J.A.C. 6A:22-4.3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student" (as defined in N.J.A.C. 6A:22-1.2) has been informed of his or her entitlement to a hearing before the Board of Education. Once the hearing is held, or if the parent, guardian, adult student or resident keeping an "affidavit student", does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board or a

Board Committee, at the discretion of the full Board. If the hearing(s) is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. No student may be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

Appeal to the Commissioner

An applicant may appeal to the Commissioner of Education the school district's determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" eligibility determinations shall be filed by the resident keeping the student.

Assessment and Calculation of Tuition

If no appeal to the Commissioner is filed following notice of an ineligibility determination, the Board of Education may assess tuition, for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 et seq. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition,



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Eligibility of Resident/Nonresident Students

enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

If an appeal to the Commissioner is filed and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a). Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition in accordance with N.J.A.C. 6A:22-6.2.

Nonresident Students

The admission of a nonresident student to school free of charge must be approved by the Board. No student otherwise eligible shall be denied admission on the basis of the student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability. The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of citizenship and discipline.

Optional

[Children Who Anticipate Moving to or from the District]

A nonresident student otherwise eligible for attendance whose parent or guardian anticipates school district residency and has entered a contract to buy, build, or rent a residence in this school district may be enrolled _____ (with or without) payment of tuition for a period of time not greater than _____ weeks prior to the anticipated date of residency. If any such student does not become a resident of the school district within _____ weeks after admission to school, tuition will be charged for attendance commencing the beginning of the _____ week and until such time as the student becomes a resident or withdraws from school.



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Eligibility of Resident/Nonresident Students

Students whose parent or guardian have moved away from the school district on or after _____ (date) and twelfth grade students whose parent or guardian have moved away from the school district on or after _____ (date) will be permitted to finish the school year in this school district _____ (with or without) payment of tuition.]

Optional

[Children of District Employees

Children of Board of Education employees who do not reside in this school district may be admitted to school in this district _____ (with or without) payment of tuition, provided that the educational program of such children can be provided within school district facilities.]

Optional

[Other Nonresident Students

Other nonresident students, otherwise eligible for attendance may be admitted to this school district _____ (with or without) payment of tuition and Board approval.]

F-1 Visa Students

[Option – Select One Option

_____ F-1 Visa students will not be admitted to this school district.

_____ The school district is not required to, but may permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. A F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year.



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Eligibility of Resident/Nonresident Students

The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with supporting documentation as determined by the Superintendent or designee. A student with a F-1 Visa must be approved by the Board for attendance in the school district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.]

J-1 Visa Students

[Option – Select One Option

___ J-1 Visa students will not be admitted to this school district.

___ The school district is not required to, but may permit the attendance of J-1 Visa students into the school district. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with supporting documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the school district and shall not pay tuition. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.]

N.J.S.A. 18A:38-1 et seq.; **18A:38-1.1**; 18A:38-1.3; 18A:38-3;
18A:38-3.1; **18A:7B-12**

N.J.A.C. 6A:14-3.3; 6A:17-2.1 et seq.; 6A:22-1.1 et seq.
8 CFR 214.3

Adopted:



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Education of Homeless Children

5116 EDUCATION OF HOMELESS CHILDREN

The Board of Education will admit and enroll homeless children in accordance with Federal and State laws and New Jersey Administrative Code. The Board of Education adopts this Policy to be in compliance with law and administrative code to ensure the enrollment of homeless children in school and to respond to appeals made by parents or other parties related to the enrollment of homeless children.

The Board of Education shall determine that a child is homeless when he or she resides in a publicly or privately operated shelter designed to provide temporary living accommodations, including: hotels or motels; congregate shelters, including domestic violence and runaway shelters; transitional housing; and homes for adolescent mothers. A child is also determined homeless when he or she resides in a public or private place not designated for or ordinarily used as a regular sleeping accommodation, including: cars or other vehicles including mobile homes; tents or other temporary shelters; parks; abandoned buildings; bus or train stations; temporary shelters provided to migrant workers and their children on farm sites; and the residence of relatives or friends where the homeless child resides out of necessity because his or her family lacks a regular or permanent residence of its own. A child is also determined homeless when he or she resides in substandard housing.

The school district of residence for a homeless child is responsible for the education of the child and shall assume all responsibilities as required in N.J.A.C. 6A:17-2.3. The school district of residence for a homeless child means the school district in which the parent of a homeless child resided prior to becoming homeless.

The school district liaison designated by the Superintendent of Schools for the education of homeless children is _____. The liaison will facilitate communication and cooperation between the school district of residence and the school district where the homeless child resides and shall assume all responsibilities as outlined in N.J.A.C. 6A:17-2.4(a).

When a homeless child resides in a school district, the school district liaison shall notify the liaison of the school district of residence within twenty-four hours of receiving notification from the parent, the Department of Human Services or the Department of Children and Families, a shelter director, an involved agency, or a



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Education of Homeless Children

case manager. Upon notification of the need for enrollment of a homeless child, the liaison in the school district of residence shall coordinate enrollment procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.5(b).

The Superintendent of the school district of residence or designee shall decide in which school district the homeless child shall be enrolled in accordance with the provisions of N.J.A.C. 6A:17-2.5.

Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2.1 et seq.

When a dispute occurs regarding the determination of homelessness or the determination of the school district of enrollment made by the school district of residence, the Superintendent(s) or the designee(s) of the involved district(s) or the child's parent(s) shall immediately notify the Executive County Superintendent of Schools, who, in consultation with the Department of Education's McKinney-Vento Homeless Education Coordinator or designee, shall immediately decide the child's status. If a dispute remains between the parent and the involved school district(s) following the Executive County Superintendent's determination, the parent or the involved district Board(s) of Education may appeal to the Commissioner of Education for determination pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

When a school district designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent of Schools, who shall immediately make a determination, if possible, but no later than within forty-eight hours.

If the dispute regarding determination of district of residence does not involve the determination of homelessness and/or district enrollment, the school district disputing the Executive County Superintendent's determination may appeal to the Department of Education pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f) and request a determination from the Division of Administration and Finance. If an appeal of a determination of district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.



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Education of Homeless Children

Any dispute or appeal shall not delay the homeless child's immediate enrollment or continued enrollment in the school district. The homeless child shall be enrolled in the school district in which enrollment or continued enrollment is sought by the parent, pending resolution of the dispute or appeal. Disputes and appeals involving the services provided to a homeless child with a disability shall be made pursuant to N.J.A.C. 6A:14.

Financial responsibility, including the payment of tuition for the homeless child, will be in accordance with N.J.A.C. 6A:17-2.8. The school district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence shall no longer list the student on its ASSA. The State shall assume fiscal responsibility for the tuition of the child pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. under the circumstances outlined in N.J.A.C. 6A:17-2.8(c).

On or before December 31 of each year, the district shall report to the Office of Homelessness Prevention in the Department of Community Affairs an accounting of each instance in which the district is made aware that a student enrolled in the district because the student's parent moved to the district as a result of being homeless.

N.J.S.A. 18A:7B-12; 18A:7B-12.1; 18A:38-1
N.J.A.C. 6A:17-2.1 et seq.

Adopted:



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Eye Protection
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7432 EYE PROTECTION

The Board of Education requires each student, staff member, and school visitor, including individuals present for evening adult-school programs, to wear appropriate eye protective devices while participating in educational activities and programs as defined in N.J.A.C. 6A:7-1.3. Appropriate eye protective devices must be worn by anyone engaged in a process or activity where exposure to which might have a tendency to cause damage to the eyes pursuant to N.J.A.C. 6A:26-12.5(a) and N.J.S.A. 18A:40-12.1 ~~directs the rigorous implementation and enforcement of eye safety practices for students, staff members, and visitors exposed to conditions potentially hazardous to the eyes in the instructional program of this district.~~

The term “appropriate eye protective device” shall include plain or prescription lenses provided the lenses and other portions of the device meet or exceed the prescribed specifications for the device. Specifications for appropriate eye protection for various activities shall meet or exceed standards described in the American National Standard Practice for Occupational and Educational Eye and Face Protection, ANSI Z87.1-1989; American National Standard Practice for the Safe Use of Lasers, ANSI Z136.1-1986, and eye protective procedures recommended by the manufacturer of the laser device.

Optional

~~[including the adult evening school program.]~~

The Superintendent or designee shall be responsible for the continual monitoring of the school program, including, but not limited to, all vocational education, industrial arts education, science education, technology education and arts education, for conditions under which students, staff members, or visitors are exposed to a process or activity that might have a tendency to cause damage to the eyes.

~~Each student, staff member, and visitor, exposed to a condition identified as hazardous to the eyes must wear an eye protective device appropriate to the activity and certified to meet the standards established by the State Board of Education, the American National Standard Practice for Occupational and Educational Eye and Face Protection, ANSI Z87.1-1979, and American National Standard Practice for the Safe Use of Lasers, ANSI Z136.1-1986 and the New~~



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Eye Protection

~~Jersey Administrative Code.~~ The **appropriate** eye protective device shall be supplied by the Board, except that the student, staff member, or visitor, **including individuals present for evening adult-school programs**, may wear personal eye wear that is appropriate to the activity and certified, in writing, by a licensed optician or other qualified licensed eye professional to meet or exceed those standards. District-owned **appropriate** eye protective devices shall be inspected regularly by the appropriate staff member, and defective or poorly fitting devices shall be returned to the Principal for repair or discard. Any shared **appropriate** eye protective devices shall be disinfected between uses by the method prescribed by the school medical inspector.

Each classroom, shop, laboratory, and other area of the school in which students or staff members are exposed to caustic materials that can cause damage to the eyes shall be equipped with an emergency eye wash fountain in accordance with standards established by the New Jersey Department of Education.

The Building Principal **or designee** shall ensure that each area in the school identified as housing an activity hazardous to the eyes shall be posted with conspicuous signs that warn participants that an appropriate eye protective device must be worn during the activity. Staff members of such activities are responsible for instructing students in appropriate eye safety practices and for serving as exemplary models in the implementation of such practices.

The Board authorizes each staff member responsible for an activity or process hazardous to the eyes to compile and maintain, for the duration of the course of study, a list of students in the course who wear contact lenses.

~~A student who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices shall be dismissed from the day's class by his/her teacher. Any such dismissal from class will be considered to be an absence, in accordance with Board policy on student attendance, and an accumulation of such absences may result in loss of course credit.~~

~~A staff member who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be disciplined for insubordination for failing to obey the rules established by this Board. The proper implementation of eye protection practices shall be a criterion in the evaluation of every staff member required to observe such practices.~~



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Eye Protection

~~A visitor to the schools who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be requested to leave the school premises.~~

~~The school district Superintendent shall promulgate regulations to implement this policy that conform to rules of the State Board of Education and shall provide annual in-service training and appropriate supplies and equipment to all school personnel responsible for implementing the eye-safety policies and program. The training shall cover all aspects of eye protection in schools as described in N.J.A.C. 6A:26-12.5(a) through (f). staff members whose instructional duties include activities hazardous to the eyes. The Superintendent shall report annually to the Board on the implementation of the eye protection program and the eye injuries, if any, occurring in the course of the instructional program.~~

N.J.S.A. 18A:40-12.1; 18A:40-12.2

N.J.A.C. 6A:7-1.3

N.J.A.C. 6A:26-12.5

N.J.A.C. 6:53-5.1 [vocational districts]

Adopted:



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Emergency and Crisis Situations

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8420 EMERGENCY AND CRISIS SITUATIONS

The Board of Education recognizes its responsibility to provide for the safety and security in each school building in the district. The district will develop and implement **comprehensive** written plans, **and** procedures, **and** mechanisms to provide for the protection of health, safety, security, and welfare of the school population; the prevention of, intervention in, response to and recovery from emergency and crisis situations; the establishment and maintenance of a climate of civility; and supportive services for staff, students, and their families.

“School security drill” means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a bomb threat, non-fire evacuation, lockdown, or active shooter situation and that is similar in duration to a fire drill.

The Superintendent of Schools or designee shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and community resources, as appropriate, in the development of the school district’s plans, procedures, and mechanisms for school safety and security. The plans, procedures, and mechanisms shall be consistent with the provisions of N.J.A.C. 6A:16-5.1 and the format and content established by the Domestic Security Preparedness Task Force, pursuant to N.J.S.A. App. A:9-64 et seq., and the Commissioner of Education and shall be reviewed annually, and updated as appropriate.

A copy of the school district’s school safety and security plan shall be disseminated to all school district employees. New employees shall receive a copy of the school district’s safety and security plan, as appropriate, within sixty days of the effective date of their employment. All employees shall be **notified** briefed in writing, as appropriate, regarding updates and changes to the school safety and security plan.

The school district shall develop and provide an in-service training program for all school district employees to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crises, consistent with the school district’s plans, procedures, and mechanisms for school safety and security and the provisions of N.J.A.C. 6A:16-5.1. New employees shall receive this in-service training, as appropriate, within sixty days of the effective date of their employment. This in-service training program shall be reviewed annually and updated, as appropriate.



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Emergency and Crisis Situations

The Board shall ensure individuals employed in the district in a substitute capacity are provided with information and training on the district's practices and procedures on school safety and security including instruction on school security drills, evacuation procedures, and emergency response protocols in the district and the school building where the individuals are employed in accordance with the provisions of N.J.S.A. 18A:41-7.

~~In accordance with N.J.S.A. 18A:41-1, at least one fire drill and one school security drill will be conducted each month within school hours, including any summer months, which the school is open for instructional programs. A school security drill means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a non fire evacuation, lockdown, bomb threat, or active shooter situation that is similar in duration to a fire drill. Schools are required to hold a minimum of two active shooter, non fire evacuation, bomb threat, and lockdown security drills annually. Fire alarm systems shall be initiated only during a fire drill evacuation. Responses made necessary by the unplanned activation of emergency procedures or by any other emergency shall not be substituted for a required school security drill.~~

Every Principal of a school of two or more rooms, or of a school of one room, when located above the first story of a building, shall have at least one fire drill and one school security drill each month within the school hours, including any summer months during which the school is open for instructional programs, and shall require all teachers of all schools, whether occupying buildings of one or more stories, to keep all doors and exits of their respective rooms and buildings unlocked during the school hours, except during an emergency lockdown or an emergency lockdown drill. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill. An actual fire or school security emergency that occurs at a school during the month and that includes activities which are the equivalent of a drill shall be considered a drill for the purposes of meeting the requirements of N.J.S.A. 18A:41-1.

Every school in the district shall conduct a school security drill within the first fifteen days of the beginning of the school year.



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Emergency and Crisis Situations

The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. **A law enforcement officer shall be present at a minimum of one school security drill in each school year in order to make recommendations on any improvements or changes to school security drill procedures that the officer may deem advisable in accordance with N.J.S.A. 18A:41-1** ~~Although these outside agencies are not required to observe school security drills, the Principal is encouraged to invite representatives from local law enforcement and emergency responder agencies to attend and observe at least four different security drills annually.~~

Such drills and in-service training programs shall be conducted in accordance with a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds **in accordance with N.J.A.C. 6A:16-5.1** ~~as provided by the New Jersey Office of Homeland Security and Preparedness.~~

The school district will be required to annually submit a security drill statement of assurance to the New Jersey Department of Education by June 30 of each school year. Each school in the district will be required to complete a security drill record form as required by the New Jersey Department of Education.

N.J.S.A. 2C:33-3

N.J.S.A. 18A:41-1 ~~et seq.~~; **18A:41-2; 18A:41-6; 18A:41-7**

N.J.A.C. 6A:16-5.1; 6A:27-11.2

Adopted:



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School Nutrition Programs
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8540 SCHOOL NUTRITION PROGRAMS

The Board of Education recognizes the importance of a child receiving a nutritious, well-balanced meal to promote sound eating habits, to foster good health and academic achievement, and to reinforce the nutrition education taught in the classroom. Therefore, the Board of Education may participate in the school nutrition programs of the New Jersey Department of Agriculture in accordance with the eligibility criteria of the program. These programs may include the National School Lunch Program, the School Breakfast Program, the After-School Snack Program, and the Special Milk Program.

If seventy percent or more of the students enrolled in a school in the district on or before the last school day before October 16 of the preceding school year are eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall establish a “Breakfast After the Bell” program for that school in accordance with N.J.S.A. 18A:33-11.1 et seq. The district may request a waiver of the requirements of the “Breakfast After the Bell” program pursuant to N.J.S.A. 18A:33-12.

The Board of Education shall sign an Agreement with the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture for every school nutrition program operated within the school district. Any child nutrition program operated within the school district shall be operated in accordance with the provisions of the Agreement and all the requirements of the program.

Students may be eligible for free or reduced pricing in accordance with the requirements of the program operating in the school district. Prices charged to paying children shall be established by the Board of Education, but must be within the maximum prices established by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Prices charged to adults shall be in accordance with the requirements of the program.

The Superintendent or designee shall annually notify parents of all children in the school district of the availability, eligibility requirements, and application procedures for free or reduced price meals or free milk in accordance with the notification requirements and procedures of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.



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School Nutrition Programs

The Superintendent will designate in the annual notification to parents, the person who will determine, in accordance with standards issued by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture, a student's eligibility for free or reduced price meals or free milk depending on the programs operated in the school district.

A parent may request a household application and instructions from the Principal of their child's school. A household application must be completed before eligibility is determined. Where necessary, the Principal or designee shall assist the applicant in the preparation of the household application.

Applications shall be reviewed in a timely manner. An eligibility determination will be made, the family will be notified of its status, and the status will be implemented as soon as possible within ten operating days of the receipt of the completed application. Any student found eligible shall be offered free or reduced price meals or free milk immediately upon the establishment of his/her eligibility and shall continue to receive such meals during the pendency of any inquiry regarding his/her eligibility in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Carry-over of previous year's eligibility for students shall be in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

A denial of eligibility for free or reduced price meals or free milk shall be in writing and shall include the reasons for which eligibility was denied, notice of the parent's right to appeal the denial, the procedures for an appeal, and a statement reminding parents that they may reapply at any time during the school year. Appeal procedures shall include: a hearing, if requested by the parent, held with reasonable promptness and convenience of the parent before a hearing officer other than the school official who denied the application; the parent's opportunity to be represented by counsel; a decision rendered promptly and in writing; and an opportunity to appeal the decision of the hearing officer to the School Business Administrator/Board Secretary. The appeal hearing will be conducted in accordance with the provisions as outlined by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

There shall be no overt identification of any child(ren) who may be eligible to receive free or reduced price school meals or free milk. The identity of students who receive free or reduced price meals will be protected. Eligible students shall



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School Nutrition Programs

not be required to work in consideration for receiving such meals or milk. Eligible children shall not be required to use a separate dining area, go through a separate serving line, enter the dining area through a separate entrance, or consume their meals or milk at a different time. A student's eligibility status will not be disclosed at any point in the process of providing free or reduced price meals or free milk in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The School Business Administrator/Board Secretary or designee will verify applications of those eligible for free or reduced price meals in accordance with the requirements of the, Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The Board of Education will comply with all the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture Local Education Agency (LEA) Agreement and all requirements outlined in the School Nutrition Electronic Application Reimbursement System (SNEARS).

7 C.F.R. 210.1 et seq.

N.J.S.A. 18A:33-5; **18A:33-11.1 et seq.**; 18A:58-7.2

N.J.A.C. 2:36

Adopted:



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Unpaid Meal Charges/Outstanding

Food Service **Bill Charges**

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8550 UNPAID MEAL CHARGES/OUTSTANDING FOOD SERVICE **BILL CHARGES**

[Select One Option Below

- ☐ The Board of Education does not permit a student in the school district to charge for breakfast or lunch.
- ☐ The Board of Education shall establish a meal charge program to permit students in the district to charge for breakfast or lunch. Collection of any payment for a meal charge program account that is in arrears shall be addressed in accordance with provisions of this Policy.]

The Board of Education recognizes a student may forget to bring breakfast or lunch (meal), as applicable, or money to purchase a meal to school on a school day. In this circumstance, the food service program will provide the student a meal and will inform the Principal or designee. The Principal or designee will contact the student's parent to provide notice of an outstanding meal bill and will provide the parent with a period of ten school days to pay the amount due. If the student's parent has not made full payment by the end of the ten school days, the Principal or designee shall again contact the parent with a second notice informing the parent of any action to be taken by the school district in response to a student's school breakfast or school lunch bill being in arrears. Such action may include denying the student school breakfast or lunch. A school district shall report at least biannually to the New Jersey Department of Agriculture the number of students who are denied school breakfast or school lunch in accordance with N.J.S.A. 18A:33-21a. and this Policy.

The school district shall not:

1. Publicly identify or stigmatize a student who cannot pay for a meal or whose school meal bill is in arrears. (For example, by requiring the student to sit at a separate table or wear a wristband, hand stamp, or identifying mark or by serving the student an alternative meal);
2. Require a student who cannot pay for a school meal or whose school meal bill is in arrears to do chores or other work to pay for the school meal; or



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7. Require a student to discard a school meal after it has been served because of the student's inability to pay for a school meal or because money is owed for previously provided meals.

If a student owes money for the equivalent of five or more school meals at any time during the school year, the Principal or designee shall:

1. Determine if the student is eligible for a free or reduced-price school meal;
2. Make at least two attempts, not including the application or instructions provided to the parent each school year pursuant to N.J.S.A. 18A:33-21b.; to contact the student's parent and have the parent fill out an application for the school lunch program and school breakfast program; and
3. Contact the student's parent to offer assistance with the application for the school lunch and school breakfast program; determine if there are other issues within the household that have caused the child to have insufficient funds to purchase a school breakfast or school lunch; and offer any other appropriate assistance.

The school district shall direct communications about a student's school meal bill being in arrears to the parent and not the student. The school district's contact with the parent may be via email or telephone call. Nothing in N.J.S.A. 18A:33-21 shall prohibit the school district from sending a student home with a letter addressed to a parent.

If the student's meal bill is in arrears, but the student has the money to purchase a meal on a subsequent school day, the student will be provided a meal with payment and the food service program will not use the student's payment to repay previously unpaid charges if the student intended to use the money to purchase that school day's meal.

A parent who has received a second notice their child's meal bill is in arrears and who has not made payment in full within one week from the date of the second notice will be requested to meet with the Principal or designee to discuss and resolve the matter.



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Unpaid Meal Charges/Outstanding
Food Service Bill Charges

A parent's refusal to meet with the Principal or designee or take other steps to resolve the matter may be indicative of more serious issues in the family or household. However, when a parent's routine failure to provide breakfast or lunch is reasonably suspected to be indicative of child abuse or neglect, the Principal or designee shall immediately report such suspicion to the Department of Children and Families, Division of Child Protection and Permanency as required in N.J.S.A. 9:6-8.10. Such reporting shall not be delayed to accommodate a parent's meeting with the Principal or designee.

Students receiving free meals will not be denied a meal even if they accrued a negative balance from other purchases in the cafeteria.

In accordance with N.J.S.A 18A:33-21b., at the beginning of each school year, and upon initial enrollment in the case of a student enrolling during the school year, the school district shall provide to the parent of each student:

1. Information on the National School Lunch Program and the Federal School Breakfast Program;
2. An application to apply for the school lunch and school breakfast programs and instructions for completing the application; and
3. Information on the rights of students and their families under N.J.S.A. 18A:22-21 et seq.

The school district may provide the application and information electronically through the means by which the school district communicates with parents electronically. The application and information shall be in a language the parent understands.

The school district's liaison for the education of homeless children shall coordinate with school district personnel to ensure that a homeless student receives free school meals and is monitored according to the school district policies pursuant to N.J.S.A. 18A:33-21c.



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Unpaid Meal Charges/Outstanding

Food Service **Bill** Charges

The school district may post this Policy on the school district's website provided there is a method in place to ensure this Policy reaches all households without access to a computer or the Internet.

N.J.S.A. 18A:33-21; **18A:33-21a.**; 18A:33-21b.; 18A:33-21c.

Adopted:



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Student Transportation
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8600 STUDENT TRANSPORTATION

The Board of Education shall transport eligible students to and from school and school related activities in accordance with N.J.S.A. 18A:39-1 et seq., N.J.A.C. 6A:27-1 et seq., and Board policy. Transportation shall be provided only to eligible public and nonpublic school students, authorized school staff members, and adults serving as approved chaperones.

Nonpublic school transportation or aid in lieu of transportation shall be provided for resident students in accordance with N.J.S.A. 18A:39-1 et seq. and N.J.A.C. 6A:27-2.1 et seq.

Charter or renaissance school transportation or aid in lieu of transportation shall be provided for resident students in accordance with N.J.S.A. 18A:39-1 et seq. and N.J.A.C. 6A:27-3.1 et seq.

[Only Required for School Districts that Provide Courtesy Busing]

The Board may provide transportation to and from school for public school students less than remote.]

[Optional for School Districts Limiting Time a Student is Riding on a School Bus]

The Board has determined that no public school student in grades _____ to _____ shall be required to ride a school bus more than _____ minutes one way per day.]

[Optional for School Districts Limiting a Student's Walking Distance to Bus Stops]

Students in grades _____ shall not be required to walk more than _____ miles to the bus stop to which they have been assigned.]

[Optional for School Districts that Provide Transportation to a Student with a Temporary Disability]

The Board will transport students certified by a physician as temporarily disabled regardless of the distance between their home and school.]



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Student Transportation

Students with special needs shall be provided transportation in accordance with N.J.S.A. 18A:39-1 et seq., and with their Individualized Education Program (IEP) pursuant to N.J.A.C. 6A:27-5.1.

The Board will approve all bus routes each school year. Bus routes for all non-remote students who must walk to and from school along hazardous routes will be designated and approved by the Board. The Board may consider, but shall not be limited to, the criteria outlined in N.J.S.A. 18A:39-1.5 in determining "Hazardous Routes."

The Board will not be responsible for the transportation of nonresident students to or from school, except that transportation to and from school will be provided for homeless students; students residing in group homes; students residing in resource family homes; and students residing in shared custody homes pursuant to N.J.A.C. 6A:27-6.2, 6.3, 6.4, and 6.5.

[Only required for any school district located in a county of the third class with a population of not less than 80,000 and not more than 120,000. A third class county is defined as a county that does not border the Atlantic Ocean and has a population between 50,000 and 200,000.]

Transportation services will be provided in accordance with N.J.A.C. 6A:27-2.2(c)1, and this Policy to a nonpublic school located outside the State not more than twenty miles from the student's home.]

[Optional for School Districts that Require an Emergency List of Students]

The Board may require the compilation of a list of the names of students being transported by a school bus to a school-sponsored activity, including but not limited to, field trips or interscholastic sports programs. The staff member(s) supervising the school-sponsored activity shall create a list of students on each school bus and submit it to the Principal or designee, and the Principal or designee shall maintain the list for use in the case of an emergency in accordance with N.J.A.C. 6A:27-11.5.]

When the schools of this district are closed for inclement weather or other conditions, no transportation will be provided for students enrolled in any public, nonpublic, charter school, and/or renaissance school.



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Student Transportation

The Board shall utilize cooperative/coordinated transportation services in accordance with the provisions of N.J.S.A. 18A:39-11.1 et seq. and N.J.A.C. 6A:27-10.1 et seq. The Board shall utilize one of the agencies prior to determining to pay aid in lieu of transportation if in the prior year payments in lieu of transportation were provided. The Board will provide to the cooperative/coordinated transportation services any unique limitations or restrictions of the required transportation.

Vehicles used to transport students to and from school or school related activities shall meet standards, registration, and inspection requirements of the New Jersey Department of Education (NJDOE), the New Jersey Motor Vehicle Commission (NJMVC), and any applicable Federal regulations. The operation and fiscal management of the district's transportation system shall be conducted in strict accordance with rules of the New Jersey State Board of Education and the NJDOE.

In addition to the provisions of any State law, rule, or regulation containing more stringent requirements, provided that those requirements are compatible with Federal law, and notwithstanding the provisions of any State law, rule, or regulation to the contrary, school bus operations in the State shall comply with the requirements outlined in N.J.S.A. 39:3B-27.

N.J.S.A. 18A:18A-1 et seq.; 18A:39-1 et seq.; 18A:39-11.1 et seq.
N.J.S.A. 27:15-16
N.J.S.A. 39:3B-1 et seq.; 39:3B-2.1; 39:3B-10; 39:3B-27
N.J.A.C. 6A:27-1.1 et seq.; 6A:27-2.1 et seq.; 6A:27-3.1 et seq.;
6A:27-4.1 et seq.; 6A:27-5.1; 6A:27-6.2 through 6.5;
6A:27-7.1 et seq.; 6A:27-9.1 et seq.; 6A:27-10.1 et seq.;
6A:27-11.1 et seq.; 6A:27-12.1 et seq.

Adopted:



NJDOE Office of Fiscal Accountability and Compliance Audit Policy Updates

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Federal Awards/Funds Internal Controls –
Allowability of Costs

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6115.01 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – ALLOWABILITY OF COSTS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.302(b)(7) requires written procedures for determining the allowability of costs in accordance with 2 CFR §200 – Cost Principles. Determining the allowability of costs shall be in accordance with the requirements outlined in 2 CFR §200.403 – Factors Affecting Allowability of Costs. The School Business Administrator/Board Secretary or designee shall be responsible for determining the allowability of costs are in accordance with the provisions of 2 CFR §200.403.

The following procedures shall be used to determine the allowability of costs in accordance with 2 CFR §200.403:

Except where otherwise authorized by statute, the School Business Administrator/Board Secretary or designee will ensure costs meet the following general criteria in order to be allowable under Federal awards:

1. Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
2. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
3. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the non-Federal entity.
4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.



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Federal Awards/Funds Internal Controls – Allowability of Costs

5. Be determined in accordance with Generally Accepted Accounting Principles (GAAP), except for State and local governments, which includes school districts, as otherwise provided for in 2 CFR §200.403.
6. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period. (See also 2 CFR §200.306 – Cost Sharing or matching 2. above).
7. Be adequately documented. (See also 2 CFR §200.300 – Statutory and National Policy Requirements through 2 CFR §200.309 – Period of Performance).

In the event the School Business Administrator/Board Secretary or designee is not sure if a cost is allowable under 2 CFR Subpart E - §200.403, the School Business Administrator/Board Secretary or designee will contact the New Jersey Department of Education or the United States Department of Education for assistance.

2 CFR §200.302(b)(7)
2 CFR §200.403

Adopted:



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Federal Awards/Funds Internal Controls –

Mandatory Disclosures

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6115.02 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – MANDATORY DISCLOSURES

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.113 – Mandatory disclosures requires a non-Federal entity or applicant (a New Jersey Board of Education) for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or to the New Jersey Department of Education all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

If the Board of Education receives a Federal award including the terms and conditions outlined below as per 2 CFR §200 – Appendix XII – Award Term and Condition for Recipient Integrity and Performance Matters shall report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 - Remedies for noncompliance, including suspension or debarment. (See also 2 CFR §180, 31 USC 3321, and 41 USC 2313)

A. General Reporting Requirement

1. If the total value of all Board of Education currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the Superintendent or designee, on behalf of the Board of Education as the recipient during that period of time, must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in B. below.
2. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 USC 2313).



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Federal Awards/Funds Internal Controls – Mandatory Disclosures

3. As required by section 3010 of Public Law 111-212, all information posted in designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which the Board of Education Must Report

1. The Superintendent or designee must disclose to the Federal awarding agency or to the New Jersey Department of Education information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent five-year period; and
 - c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in E. below;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in E. below, that resulted in a finding of fault and liability and the payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:



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Federal Awards/Funds Internal Controls –
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- (a) It could have led to an outcome described in B.1.c.(1), (2), or (3) above of this award term and condition;
- (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the school district's part; and
- (c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

- 1. The Superintendent or designee shall enter in the SAM Entity Management area the information that the SAM requires about each proceeding described in B. above.
- 2. The Superintendent or designee does not need to submit the information a second time under assistance awards the Board of Education received if the Superintendent or designee already provided the information through the SAM because the Board of Education was required to do so under Federal procurement contracts the Board of Education was awarded.

D. Reporting Frequency

- 1. During any period of time when the Board of Education is subject to the requirement in A. above, the Superintendent or designee must report proceedings information through the SAM for the most recent five year period, either to report new information about any proceeding(s) the Board of Education has not reported previously or affirm that there is no new information to report.
- 2. If the Board of Education has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Board of Education must disclose semiannually any information about the criminal, civil, and administrative proceedings.



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Federal Awards/Funds Internal Controls –
Mandatory Disclosures

E. Definitions

1. For purposes of this Policy:

- a. “Administrative proceeding” for the purposes of 2 CFR §200 - Appendix XII and this Policy means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability. This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. “Conviction” for the purposes of 2 CFR §200 - Appendix XII and this Policy, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
 - (1) Only the Federal share of the funding under any Federal award with a Board of Education cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

2 CFR §200.113

Adopted:



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Federal Awards/Funds Internal Controls –
Conflict of Interest

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6115.03 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – CONFLICT OF INTEREST

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.318 – General Procurement Standards addresses standards of conduct covering conflict of interest and governs the actions of school district employees, officers, and agents in the selection, award, and administration of contracts supported by a Federal award.

The Board of Education must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to the applicable Federal law and the standards identified in 2 CFR §200.

The Board of Education must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Board of Education must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts supported by a Federal award.

1. No employee, officer, or agent of the Board of Education may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.
 - a. Such a conflict of interest would arise when a Board of Education employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The Board of Education officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.



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Federal Awards/Funds Internal Controls – Conflict of Interest

3. However, a Board of Education may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

The Board of Education's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the Board of Education is encouraged to enter into State and local intergovernmental agreements or inter-entity agreements where appropriate for procurement of use of common or shared goods and services.

The Board of Education is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

The Board of Education is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

The Board of Education must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also 2 CFR §200.213 – Suspension and Debarment).



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Federal Awards/Funds Internal Controls – Conflict of Interest

The Board of Education must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The Board of Education may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a Board of Education is the sum of:

1. The actual cost of materials; and
2. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since the time and material formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the Board of Education awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

The Board of Education alone must be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Board of Education of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgement for that of the Board of Education unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

The Board of Education and its employees shall be required to comply with all New Jersey statutes and administrative codes regarding school ethics and internal controls.

2 CFR §200.318

Adopted:



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Contracts for Goods or Services Funded by
Federal Grants

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6311 CONTRACTS FOR GOODS OR SERVICES FUNDED BY FEDERAL GRANTS

Any vendor providing goods or services to the school district to be funded by a Federal grant must be cleared for contract in accordance with the provisions of the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.213 – Suspension and Debarment** ~~Federal Acquisition Regulations (FAR) Subpart 9.4 – Debarment, Suspension, and Ineligibility.~~

The School Business Administrator/Board Secretary shall be responsible to check the web-based **System for Award Management (SAM)** ~~Excluded Parties Lists System (EPLS)~~ maintained by the **United States government** - the General Services Administration (GSA). The purpose of the **SAM EPLS** is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving Federal contracts or Federally approved contracts or Federally approved subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The School Business Administrator/Board Secretary, upon opening of bids or upon receipt of proposals for goods or services to be funded by a Federal grant shall ~~access review~~ the **SAM EPLS** to determine if the vendor has been disbarred, suspended, or proposed for disbarment. The School Business Administrator/Board Secretary shall also ~~access review~~ the **SAM EPLS** list immediately prior to the award of a bid or contract to ensure that no award is made to a vendor on the list.

In the event a vendor under consideration to be awarded a bid or contract for goods or services to be funded by a Federal grant is on the **SAM EPLS** list or proposed for disbarment, the School Business Administrator/Board Secretary shall comply with the contracting restrictions as outlined in **2 CFR §200 FAR Subpart 9.405**.

Continuation of current contracts and restrictions on subcontracting with vendors who are on the **SAM EPLS** list or proposed for disbarment shall be in accordance with the limitations as outlined in **2 CFR §200 FAR Subparts 9.405.1 and 9.405.2**.



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Contracts for Goods or Services Funded by
Federal Grants

Any rejection of a bid or disqualification of a vendor who has been disbarred, suspended, or proposed for disbarment shall be consistent with the requirements as outlined in N.J.S.A. 18A:18A – Public School Contracts Law and all applicable State laws.

~~Federal Acquisition Regulations (FAR) Subpart 9.4.2~~ **CFR §200**

Adopted:



COVID-19

Policy

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The Road Forward COVID-19 – Health and Safety

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1648.11 THE ROAD FORWARD COVID-19 – HEALTH AND SAFETY

The Board of Education plans to provide full-day, full-time, in-person instruction and operations for the 2021-2022 school year. In June 2021, the New Jersey Department of Health (NJDOH) and the New Jersey Department of Education (NJDOE) worked collaboratively to develop guidance, The Road Forward – Health and Safety Guidance for the 2021-2022 School Year (The Road Forward).

The Road Forward replaces the mandatory anticipated minimum standards outlined in the NJDOE’s “The Road Back – Restart and Recovery Plan for Education” (June 2020) and provides a range of recommendations rather than mandatory standards. These recommendations are meant to assist school districts in implementing protocols to reduce risks to students and staff from COVID-19 while still allowing for full-time learning.

The Board considered many factors as they prepared for the 2021-2022 school year, including the level of COVID-19 transmission in the community at large and in the school community, as well as vaccination coverage rates in both the community at large and the school community.

For the purpose of this Policy, “Order” shall mean any Governor of New Jersey Executive Order, New Jersey State Agency mandate, Centers for Disease Control and Prevention (CDC) guidance, New Jersey statute, or administrative code requiring compliance by the school district.

The Board considered the recommendations outlined in The Road Forward to develop health and safety protocols. The Board will consider all recommended Orders and comply with all mandatory Orders when developing health and safety protocols and reviewing them periodically.

The Board considered the recommendations outlined in The Road Forward to develop the school district’s COVID-19 protocols in the following areas and included in corresponding Appendices:



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The Road Forward COVID-19 – Health and Safety

- A. General Health and Safety Concerns of Students, Staff Members, and Visitors
 - 1. Vaccination – See Appendix A.;
 - 2. Communication with the Local Health Department – See Appendix B.;
 - 3. Mask Wearing Protocol – See Appendix C.;
 - 4. Physical Distancing and Cohorting Protocols – See Appendix D.;
 - 5. Hand Hygiene and Respiratory Etiquette Protocols – See Appendix E.;
 - 6. Provision of Meals – See Appendix F.; and
 - 7. Transportation Protocols – See Appendix G.
- B. Cleaning, Disinfection, and Airflow – See Appendix H.
- C. Screening, Exclusion, and Response to Symptomatic Students and Staff Members – See Appendix I.
- D. Contact Tracing – See Appendix J.
- E. Testing – See Appendix K.
- F. Student and Staff Member Travel – See Appendix L.

The absence of one or more of the recommendations outlined in The Road Forward and/or in the school district's health and safety protocols will not prevent the reopening of the school(s) in the district for full-day in-person operation with all enrolled students and staff members present.



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The Road Forward COVID-19 –Health and Safety

Pursuant to N.J.S.A. 18A:7F-9, schools must be in session for 180 days to receive State Aid. The statute requires that school facilities be provided for at least 180 days during the school year. N.J.S.A. 18A:7F-9(b) indicates when a school district is required to close the schools of the district for more than three consecutive school days due to a declared state of emergency, declared public health emergency, or a directive and/or recommendation by the appropriate health agency or officer to institute a public health-related closure, days of virtual or remote instruction commensurate with in-person instruction will count toward the school district's 180-day requirement.

The school district may be confronted with the incidence of COVID-19 positive cases among staff and/or students. If the school district is required to exclude a student, group of students, a class, or multiple classes as a result of possible exposure to COVID-19, while the school itself remains open for in-person instruction, the school district may offer virtual or remote instruction to those students in a manner commensurate with in-person instruction to the extent possible. In circumstances when the school facilities remain open and in-person instruction continues in those classrooms that are not required to quarantine, those days in session will also count toward the school district's 180-day requirement in accordance with N.J.S.A. 18A:7F-9.

The school district anticipates updates to The Road Forward and as such this Policy is subject to review by the Superintendent to ensure compliance with Orders that may arise after Board adoption of this Policy. All revisions to Orders affecting this Policy and corresponding Appendices shall be reviewed by the Superintendent with the Board Attorney, School Physician, and Board of Education, if appropriate. The Superintendent may revise the health and safety protocols included in any Appendix as necessary and appropriate. All students, parents, and staff members will be notified of any changes to school district-developed protocols implemented as a result of this Policy, as appropriate.

Adopted:



THE ROAD FORWARD

Appendices

The Road Forward

Insert: *School District Name*
Board of Education

Note:

As of August 10, 2021, the only mandatory requirements are included in Appendix C – Mask Wearing Protocol and Appendix G – Transportation Protocols. The school district should anticipate potential updates to The Road Forward Guidance as additional guidance becomes available.

Fall 2021

THE ROAD FORWARD

Appendix A

Vaccination

The school district may include in Appendix A the locally developed protocols to:

- a. Determine the vaccination status of students and staff.
- b. Actively promote vaccination for all eligible students and staff.

THE ROAD FORWARD

Appendix B

Communication with the Local Health Department

The school district may include in Appendix B the locally developed protocols to:

- a. Maintain close communication with the Local Health Department in order to provide information and share resources on COVID-19 transmission, prevention, and control.
- b. Establish procedures for Local Health Department notification and response to COVID-19 illness in school settings.

THE ROAD FORWARD

Appendix C

Mask Wearing Protocol

The school district shall include in Appendix C the locally developed protocols to:

- a. Address all mandatory Orders regarding the use of masks in schools.

THE ROAD FORWARD

Appendix D

Physical Distancing and Cohorting Protocols

The school district may include in Appendix D the locally developed protocols to:

- a. Implement physical distancing measures as an effective COVID-19 prevention strategy.
 - (1) Maintaining three feet of distance between students in classroom settings.
 - (2) Consider structural interventions within classrooms to aid with social distancing.
 - (3) Outside of the classroom, a school district should consider approaches to implement physical distancing.
- b. Address the use of cohorts or groups of students with dedicated staff who remain together throughout the day.

THE ROAD FORWARD

Appendix E

Hand Hygiene and Respiratory Etiquette Protocols

The school district may include in Appendix E the locally developed protocols to:

- a. Teach and reinforce hand washing.
- b. Encourage students and staff to cover coughs and sneezes with a tissue if not wearing a mask.
- c. Maintain adequate hand hygiene and respiratory etiquette supplies.

THE ROAD FORWARD

Appendix F

Provision of Meals

The school district may include in Appendix F the locally developed protocols to:

- a. Implement layered prevention strategies to help mitigate the spread of COVID-19 in cafeterias or other group dining areas.

THE ROAD FORWARD

Appendix G

Transportation Protocols

The school district shall include in Appendix G the locally developed protocols to:

- a. Address the use of masks on school buses.

The school district may include in Appendix G the locally developed protocols to:

- a. Address mitigation strategies to reduce the risk of infection on a school bus.

THE ROAD FORWARD

Appendix H

Cleaning, Disinfection, and Airflow

The school district may include in Appendix H the locally developed protocols to:

- a. Clean and disinfect surfaces and objects that are touched often; such as desks, countertops, doorknobs, computer keyboards, hands-on learning items, faucet handles, phones, and toys at least daily.
- b. Improve airflow to the extent possible to increase circulation of outdoor air, increase the delivery of clean air, and dilute potential contaminants.

THE ROAD FORWARD

Appendix I

Screening, Exclusion, and Response to Symptomatic Students and Staff Members

The school district may include in Appendix I the locally developed protocols to:

- a. Establish procedures to identify and respond to a student or staff member who becomes ill with COVID-19 symptoms.

THE ROAD FORWARD

Appendix J

Contact Tracing

The school district may include in Appendix J the locally developed protocols to:

- a. Identify school-based close contacts of positive COVID-19 cases in the school.
- b. Notify parents and staff of the close contact exposure and exclusion requirements while maintaining confidentiality.

THE ROAD FORWARD

Appendix K

Testing

The school district may include in Appendix K the locally developed protocols to:

- a. Identify rapid viral testing options in their community for the testing of individuals who were exposed to someone with COVID-19.
- b. Develop and implement screening testing as a strategy to identify cases and prevent secondary transmission.

THE ROAD FORWARD

Appendix L

Student and Staff Member Travel

The school district may include in Appendix L the locally developed protocols to:

- a. Follow the recommended CDC guidelines for student and staff member travel out-of-State.

Teaneck Public Schools
Regular Public Meeting
September 22, 2021
Finance and Budget - 2.

that the Board approve 2020-2021 budget transfers which are attached and a part of the official record.

Explanation:

ATTACHMENTS:

Description	Type
Transfers - July 2021	Cover Memo

FINANCE & BUDGET

MOTION # 2

Teaneck Board of Education Transfer List
Transfers 7/31/2021

		DESCRIPTION	AMOUNT TRANSFERRED	
ACCOUNT			From	To
19206	11-000-270-600-83-49-0-D	SUPPLIES/TRANSPORTATION	(950.00)	
19206	11-000-270-390-83-56-0-D	OTHER EXP./TRANS ROUTING		950.00
			<u>\$ (950.00)</u>	<u>\$ 950.00</u>
EXPLANATION: CO-Tranport-Databasehosting Adjustment				
19213	11-000-230-820-81-50-0-D	JUDGEMENTS	(25,000.00)	
19213	11-000-230-340-82-50-P-D	PURCH SRV/COMM REL/NONIN		17,000.00
19213	11-000-230-590-82-50-P-0	PUBLIC REL/PURCHASED SERVICES		4,500.00
19213	11-000-230-610-82-49-P-0	SUPPLIES/COMM REL		3,500.00
			<u>\$ (25,000.00)</u>	<u>\$ 25,000.00</u>
EXPLANATION: F-YR_XFR_COMMs DIR Adjustment				
19281	20-231-100-101-22-15-I-4	TITLE I/STIPENDS/WHITTIER	(7,000.00)	
19281	20-231-290-290-99-22-I-4	TITLE I/TPAF & FICA/WHITTIER	(2,000.00)	
19281	20-231-400-731-22-31-I-4	TITLE I EQUIP/WHITTIER		9,000.00
			<u>\$ (9,000.00)</u>	<u>\$ 9,000.00</u>
EXPLANATION: Title1-EquipNeedsAmmend#2_xfr1 Adjustment				
19282	20-231-100-610-22-40-I-7	TITLE I/INST'L SUPPL/LOWELL	(1,843.25)	
19282	20-231-400-731-22-31-I-7	TITLE I EQUIP/LOWELL		1,843.25
			<u>\$ (1,843.25)</u>	<u>\$ 1,843.25</u>
EXPLANATION: Title1-EquipNeedsAmmend#2_xfr2 Adjustment				
19283	20-231-100-610-22-40-I-F	TITLE I/INST'L SUPPL/BFMS	(8,432.00)	
19283	20-231-200-610-22-49-I-F	TITLE I REALLOC SUPPL/BFMS	(733.35)	
19283	20-231-400-731-22-31-I-F	TITLE I EQUIP/BFMS		9,165.00
			<u>\$ (9,165.35)</u>	<u>\$ 9,165.00</u>
EXPLANATION: Title1-EquipNeedsAmmend#2_xfr3 Adjustment				
19284	20-231-100-610-22-40-I-J	TITLE I/INST'L SUPPL/TJMS	(2,339.72)	
19284	20-231-400-731-22-31-I-J	TITLE I EQUIP/TJMS		2,339.72
			<u>\$ (2,339.72)</u>	<u>\$ 2,339.72</u>
EXPLANATION: Title1-EquipNeedsAmmend#2_xfr4 Adjustment				
19285	20-231-100-101-22-15-I-T	TITLE I STIPENDS/TEANECK H.S.	(15,100.00)	
19285	20-231-100-610-22-40-I-T	TITLE I INSTL SUPPL/TEANECK HS	(5,434.00)	
19285	20-231-200-100-22-15-I-T	TITLE I/STIPENDS/TEANECK H.S.	(1,966.00)	
19285	20-231-400-731-22-31-I-t	TITLE I EQUIP/TEANECK HS		22,500.00
			<u>\$ (22,500.00)</u>	<u>\$ 22,500.00</u>
EXPLANATION: TITLE1-EQUIPNEEDAMMEND#2-Xfr5 Adjustment				
19318	20-427-100-610-57-40-0-0	SCH. CLIMATE INST'L SUPPLIES	(1,000.00)	
19318	20-427-200-100-57-15-0-0	SCTG STIPENDS		1,000.00
			<u>\$ (1,000.00)</u>	<u>\$ 1,000.00</u>
EXPLANATION: SCTG-Fund1stFullStipend Adjustment				
19319	11-212-100-320-53-71-C-0	EXT SCH YR/PROF SERV/MD	(4,575.00)	
19319	11-219-100-101-38-10-H-D	OTHR SAL/HOME INSTR/SPED		4,575.00
			<u>\$ (4,575.00)</u>	<u>\$ 4,575.00</u>
EXPLANATION: Payroll Adj Adjustment				
19320	11-000-252-330-86-50-2-0	PRCH'D PROF'L SERVICES/TECH	(2,000.00)	
19320	11-000-262-390-89-56-1-D	PROFESSIONAL FEES	(2,000.00)	
19320	11-190-100-610-86-31-2-0	INSTR SUPP/TECHNOLOGY	(2,000.00)	
19320	11-000-251-590-83-50-0-0	OTHER PRCH'D SERVICES/OSBM	(2,000.00)	
19320	11-000-251-610-83-49-0-0	SUPPLIES & MATERIALS/OSBM	(4,000.00)	
19320	11-000-251-330-83-50-0-0	PRCH'D PROF'L SERVICES/OSBM		12,000.00
			<u>\$ (12,000.00)</u>	<u>\$ 12,000.00</u>
EXPLANATION: PurchProSvc/OSBM Adj Adjustment				
19321	12-000-400-721-81-91-0-D	LEASE PURCH AGREEMENTS-PRINC	(334,862.11)	
19321	11-000-262-444-89-51-1-D	EQUIPMENT LEASE PURCHASE		334,862.11
			<u>\$ (334,862.11)</u>	<u>\$ 334,862.11</u>

FINANCE & BUDGET

MOTION # 2

Teaneck Board of Education Transfer List

Transfers 7/31/2021

ACCOUNT		DESCRIPTION	AMOUNT TRANSFERRED	
			From	To
EXPLANATION: Equip-LeasePurchase Adjustment				
19322	11-190-100-610-86-31-2-0	INSTR SUPP/TECHNOLOGY	(443,644.00)	
19322	11-190-100-500-86-50-0-2	TECHNOLOGY LEASE PURCHASE		443,644.00
			<u>\$ (443,644.00)</u>	<u>\$443,644.00</u>
EXPLANATION: TechLeasePurch adj Adjustment				
19323	20-250-200-500-92-50-C-0	IDEA-B/NP PURCH SERV	(10,066.00)	
19323	20-250-100-600-92-31-C-C	IDEA-B/NP/INSTR SUPPL		10,066.00
			<u>\$ (10,066.00)</u>	<u>\$ 10,066.00</u>
EXPLANATION: TSD-AddINPnursingSupp Adjustment				
19325	11-190-100-590-18-55-0-D	DW COPIER LEASES - INSTRUCT'L	(22,554.00)	
19325	11-000-230-530-86-51-2-D	UTILITIES/TELEPHONE, TELECOM		22,554.00
			<u>\$ (22,554.00)</u>	<u>\$22,554.00</u>
EXPLANATION: Utilities/Phone/Telcom adj Adjustment				

FINANCE COMMITTEE SIGNATURE

DATE

Teaneck Public Schools

Regular Public Meeting

September 22, 2021

Finance and Budget - 4.

that the Board approve the attached list of Student Field Trips, as approved by the Superintendent (FORUM Grant Funded \$0) and (District Funded \$0) (Parent Funded \$1,079.00) total cost \$1,079.00.

Explanation:

NJDOE requires approval by the Superintendent and the Board of Education for attendance at and payment for student field trips.

ATTACHMENTS:

Description	Type
C&I Field Trips Sept 2021	Cover Memo
Spec Ed Field Trips	Cover Memo
Spec Ed List of Job Sites	Cover Memo

Field Trips

Name: Brittany Rhodie, Todd Murphy

School or Department: Teaneck High School

Trip Planned: Crossroads Theatre Company

Location: New Brunswick, New Jersey

30 Students

Date(s): October 6, 2021

Depart: 9:30 am

Return: 3:00 pm

Estimated Cost: \$1,079.00- Substitute Required (Parent Funded)

EXPLANATION: Theatre students in grades 9-12 will attend a matinee and tour a professional theatre company.

FIELD TRIPS

Trip Leader(s): Maria Alarcon, Danielle Amato, Sean Aumack, Michelle Doonan, & Danny Gareri

School/Department: Teaneck High School (MD/Transition Classes)

Trip Planned: Various (List Attached)

Destination: Various Destinations

Dates: Various dates (Sept. 2021 – June 2022 SY)

Estimated Cost: \$0 – No Substitute Required

EXPLANATION: The students in the Autism/MD and Transition classes would participate in structured community outings and activities as part of the curriculum. The activities would provide an opportunity for students to practice skills needed for daily living and be rewarded for positive group participation. Transition students would demonstrate their ability to perform in the community, and use the skills learned in class.

MD/Transition Class Job Site 2021-2022 List

Job Sites	Address	Telephone #
Never Alone Again	668 American Legion Drive, Teaneck, NJ 07666	(908) 738-1287
Amazing Savings	647 Cedar Ln, Teaneck, NJ 07666	(201) 836-9200
Glenpointe Spa and Fitness Center	200 Frank W Burr Blvd, Teaneck, NJ 07666	(201) 836-5400
Applebees	450 Hackensack Ave, Hackensack, NJ 07601	(201) 342-0065
Teaneck Car Wash	1172 Teaneck Rd, Teaneck, NJ 07666	(201) 862-9874
Firehouse Subs Hackensack	450 Hackensack Ave, Hackensack, NJ 07601	(201) 880-8018
Grand and Essex	89 New Bridge Rd, Bergenfield, NJ 07621	(201) 244-9955
Englewood ShopRite	40 Nathaniel Place Englewood, NJ 07631	(201) 816-8330
TGIF	411 Hackensack Ave, Hackensack NJ 07601	(201)342-7107
Blue Moon	23 E Palisade Ave, Englewood, NJ 07631	(201)541-0600
O'DiBella Music	456 South Washington Ave Bergenfield, NJ 07621	(201) 385- 5800
Benny's	54 East Palisade Ave Englewood, NJ 07631	(201) 894-5700
New Bridge Laundromat	97 New Bridge Rd Bergenfield, NJ 07621	(201) 463-6607
Cedar Market	646 Cedar Lane Teaneck, NJ 07666	(201) 855- 8500
EJ's Place	1448 Queen Anne Rd Teaneck, NJ 07666	(201) 862-0611
Spectrum Works	565 Windsor Dr, Secaucus, NJ 07	(201) 552-2055
New Milford ShopRite	250 River Rd New Milford, NJ 07646	(201) 262-8834
The Fit Factory	100 S Van Brunt St. Englewood, NJ 07631	(201) 227-0200
Foster Stationary	465 S Washington Ave Bergenfield, NJ 07621	(201) 384-6360
Firehouse Subs Englewood	41 W Palisade Ave Englewood, NJ 07631	(201) 731-3148

MD/Transition Class Job Site 2021-2022 List

American Dream Mall	1 American Dream Way East Rutherford, NJ 07073	(833) 263-7326
Stop and Shop Teaneck	655 American Legion Dr Teaneck, NJ 07666	(201) 287-9400
Paramus Park Mall	700 Paramus Park Paramus, NJ 07652	(201)-261-6108
DMV	8 Mill Street Lodi, NJ 07652	(609)-292-6500
New Bridge Farm and Garden Center	563 River Road New Milford, NJ 07646	(201)-261-1574
Garden State Plaza	One Garden State Plaza Paramus, NJ 07652	(201)-843-2121
Tenaflly Nature Center	313 Hudson Ave Tenaflly, NJ 07670	(201)-568-6093
Giant Farmers Market	324 Main Street Hackensack, NJ 07601	(201)-498-0010
Friendship Circle-Lifetown	10 Miracle Way Livingston, NJ 07039	(973)-251-0200
Overpeck County Park	40 Fort Lee Road Leonia, NJ 07605	(201)-336-7275
Bergen Town Center	One Town Center Paramus, NJ 07652	(201)-845-4050
Votee Park	Palisade Ave Teaneck, NJ 07666	(201)-837-1600
Deco Dave's	939 Teaneck Road Teaneck, NJ 07666	(201)-833-1053
Bischoff's	465 Cedar Lane Teaneck, NJ 07666	(201)-836-0333
Village IGA	201 Main Street Ridgefield, NJ 07660	(201)-440-4290
CVS Cresskill	80 Piermont Road Cresskill, NJ 07626	(201)-894-0104
Van Saun Park	216 Forest Avenue Paramus, NJ 07652	(201)-336-7275

Teaneck Public Schools

Regular Public Meeting

September 22, 2021

Finance and Budget - 5.

that the Board approve the attached list of virtual Professional Development for the staff indicated for professional improvement or development, as approved by the Superintendent (District funded \$275.00) (Grant Funded \$599) total cost of \$874.00.

Explanation:

NJDOE requires approval by the Superintendent and the Board of Education for attendance at and reimbursement for seminars and conferences.

ATTACHMENTS:

Description	Type
Professional Dev.	Cover Memo
Additional Prof Dev	Cover Memo

Professional Development

Name: Iris Hernandez, Janine Lawlor, Ilona Szewczyk

School or Department: Various

Conference/Seminar/Workshop: Handle with Care Conference (RegionV)

Location: River Edge, NJ

Dates: 9/27/2021

Estimated Cost: \$.00

Explanation: This course provides certification required to train in district staff with measures for verbal de-escalation, physical interventions, crisis situations, etc.

Name: Felicia Vinpa

School or Department: Theodora Smiley-Lacey School/ Speech

Conference/Seminar/Workshop: Introduction to Prompt

Location: Virtual

Dates: 10/04, 10/12, and 10/20/2021

Estimated Cost: \$599.00 (Grant funded)

Explanation: PROMPT therapy is a multidimensional approach to speech production disorders. This is a program to develop motor skills in the development of language for interaction.

Additional Professional Development

Name: Gillian Iappelli

School or Department: Thomas Jefferson Middle School

Conference/Seminar/Workshop: NJIDA – Securing the Strands for Skilled Reading

Location: Virtual

Dates: 10/01/2021

Estimated Cost: \$125.00 (District funded)

Explanation: This conference will help improve teaching techniques in relation to reading and reading comprehension practices. The course will also allow teachers to maintain their Orton Gillingham Certification.

Name: Megan McBryde

School or Department: Thomas Jefferson Middle School

Conference/Seminar/Workshop: NJIDA – Securing the Strands for Skilled Reading

Location: Virtual

Dates: 10/01 & 10/02/2021

Estimated Cost: \$150.00 (District funded)

Explanation: This conference will help improve teaching techniques in relation to reading and reading comprehension practices. The course will also allow teachers to maintain their Orton Gillingham Certification.

that the Board approve the attached list of Student Fundraising activities by school.

Explanation:

Proposed fundraising activities are approved by the Board.

ATTACHMENTS:

Description	Type
Student Fundraising	Cover Memo

Fundraising Activities by School

School or Department: Thomas Jefferson Middle School

Activity: Sale of Empanadas from Miss Raices

Sponsoring organization: Thomas Jefferson Administrators

Name of sponsors: Nina Odatalla - Principal

Participants: Administrators would sell food items to students and staff

Date(s): September 1, 2021 – June 30, 2022

Estimated funds to be raised by this activity: \$2,000

Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to support disadvantaged students to participate in school activities, field trips and purchasing of materials.

School or Department: Thomas Jefferson Middle School

Activity: Dress Down Fridays

Sponsoring organization: Thomas Jefferson Administrators

Name of sponsors: Nina Odatalla - Principal

Participants: Administrators, teachers and staff would pay to dress down on Fridays

Date(s): September 1, 2021– June 30, 2022

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

Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to support disadvantaged students to participate in school activities, field trips and purchasing of materials.

Teaneck Public Schools

Regular Public Meeting

September 22, 2021

Finance and Budget - 7.

Whereas, three quotes were gathered for the emergency repair and code required upgrade of the Elevator at Thomas Jefferson Middle School which cannot be repaired and is not operational. The following three vendors submitted the quotes. See quotes attached.

- Urutech Elevators \$82,000
- Standard Elevator \$125,000
- Kone Inc. \$125,000

Be It Resolved, that the Board approves the contract for **Urutech Elevators** with the principal address located at 414 Chilton Street, Elizabeth, NJ 07208 to do the emergency repair and the code required upgrade of the Elevator at Thomas Jefferson Middle School.

Explanation:

ATTACHMENTS:

Description	Type
Urutech Elevators	Cover Memo
Standard Elevators	Cover Memo
Kone Elevator	Cover Memo



September 07, 2021

Attention: Marion Sohoo
Company: Teaneck Board of education
Address: 651 Teaneck Rd., Teaneck NJ
Job site Address: 655 Teaneck Rd., Teaneck NJ

URUTECH ELEVATORS LLC proposes to furnish labor at the above-mentioned address in a substantial and good workmanship manner, in accordance with the following specifications:

- Car Door Header and track
- Power Unit
- Power unit piping as need it
- Add about 120 gallons of new hydraulic oil
- Door Operator
- New safety edge
- New car door clutch
- New door gibs on all doors
- All door locks.
- Top of the car Wiring
- Inspection station
- Run all wiring for traveling cable and multi door lock wires.
- Controller wiring
- Selector tape
- Car stations
- Hall Stations
- Positions indicator
- Brand new leveling unit
- New Pit stop switch
- Main line disconnect switch
- Car lights disconnect switch
- Tune up.
- Inspection



Urutech will reuse the followings existing parts:

- Piston jack
- Sling and platform
- Guide shoes
- Hatch door panels

Material and labor charges.....\$ 72,000.00

This is a non-union wage pricing.



The cab replacement is not included in the price given in this contract. If the purchaser would like to replace the cab as specified here:

➤ **Partial Cab Replacement:**

- Ceiling: will be wood core drop faced in 20 ga. Stainless steel #4 satin finish in six (6) grid pattern. One (1) new two Speed exhaust fan included.
- Lighting: six (6) solo beams recessed down light with gold trims with emergency backup included.
- Wall panels: we will furnish and install a wood core raised panels System. Each wall will consist of horizontal or vertical panels faced and self-edged with laminate.
- Mounting: panels will be held in place by aluminum.
- Chair rail: Stainless Steel #4 finish chair rails.
- Handrail: one (1) 3/8" x 2" Stainless steel #4 Station finish rail (rear wall)
- Reveals: Black plastic laminate base
- Base: black plastic laminate.
- Fronts: Transom, Strike post and return wall to be faced in 20ga. Stainless steel #4 finish.
- Door: (signal Speed Door)
- Car Door to be re-clad in 20 ga. Stainless steel #4 Satin finish.
- Flooring: Black rubber Stainless Steel Studded tile flooring.

Urutech will charge an extra fee of \$10,000.00 dollars.

Emails: Urutechelevators@gmail.com
damian@urutechelevatorsllc.com



414 Chilton St.
Elizabeth NJ 07208
Office#: 908-352-5940

TERMS

This Job will take 4 weeks after all materials arrives to the job location. The price and terms quoted in this proposal are valid for a period of 30 days and are subject to acceptance by the Purchaser within that period. Urutech elevators will not cover any damage or defect due to improper use or an act of God.

PAYMENT

The payments for this job will be as follow:

\$ 21, 600.00 Upon signing

\$ 21, 600.00 Upon arriving material

\$ 21, 600.00 Upon elevator running at full speed (\$ 7,200.00 will be held back until sign-off)

THIS AGREEMENT IS NOT VALID UNLESS SIGNED

Client full name

Client Signature

Date of approval

Modernization
Installation

*Standard
Contact
Mike Byrne
973-340-8448*



Maintenance
Conversion

1202 08 2021

68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

Serving the Metropolitan Area Since 1979

Member of National Association of Elevator Contractors

PROPOSAL NO: 210448

DATE 8/27/2021

Proposal submitted to: CUST #
Teaneck Board of Education
651 Teaneck Road
Teaneck, NJ 07666
Attn: Maryanne Soohoo

RE:
655 Teaneck Road
Teaneck, NJ

Telephone: (201) 833-5524

Fax: (973) 000-0000

Cellular: (973) 000-0000

We hereby submit specifications and estimates for: Modernization

Quantities and description of all work and materials are contained on the following pages(s) and no work is included that is not specified in this proposal.

PRICE: ONE HUNDRED TWENTY-FIVE THOUSAND AND XX / 100 DOLLARS

\$ 125,000.00

Labor and parts are included in the price unless otherwise stated. If proposal meets with your approval, please sign, initial each page, and return to this office with deposit, if required. We will sign and send a copy back to you for your files. Thank you.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

***Payment to be made as follows:**

20% Upon Acceptance	\$25,000.00
20% Upon Delivery of Equip	\$25,000.00
25% Upon Interim	\$31,250.00
25% Upon Completion	\$31,250.00
10% Upon Invoice	\$12,500.00

PROPOSAL ACCEPTANCE

Authorized

Signature _____

Michael Byrne
STANDARD ELEVATOR CORP.

Authorized

Signature _____

* Payments shall be made as outlined above. If payments are not made, as required, within five working days from receipt of invoice, Standard Elevator Corporation may elect to discontinue work until such time the outstanding payment is received. Standard Elevator Corporation shall not be liable for any consequential damage that may result out of our decision to discontinue work as a result of lack of payment.



68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

outstanding payment is received. Standard Elevator Corporation shall not be liable for any consequential damage that may result out of our decision to discontinue work as a result lack of payment.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

STANDARD ELEVATOR CORP. (hereinafter referred to as the Company), shall extend to the Owner the warranties of the manufacturers of major items of the equipment as stated herein. This guarantee is expressly in lieu of all other guarantees or warranties expressed or implied. This guarantee shall not be binding upon the Company unless all payments called for by the terms of this contract have been made and continue to be paid on the dates specified.

All of the goods, machinery, implements and apparatus to be installed by the Company shall be and remain its property until the Owner pays for same in cash the total sum hereinbefore provided whereupon, and not until then, the absolute legal title to all of said property shall vest in the Owner.

Unless herein otherwise specified, all work is to be done during the regular working hours of the Company.

Any loss or damage to work, tools or material delivered to or installed on the premises caused by fire, theft, or any cause beyond the control of the Company shall be borne by the Owner who likewise agrees to indemnify and save harmless the Company against any claims arising by reason of any accident, injury or damage to any person or persons whomsoever (except employees of the Company) or to his or their property while riding upon or being in or about said elevators or equipment, due to omission, commission or any other cause.

Payment shall be net cash, no discount. If it is found necessary to work at other than regular working hours, the overtime shall be paid for at the prevailing rates of the Company. Likewise should any additional work be found necessary or desirable, an additional charge is to be made for the same.

In the event of payment default by the Owner and this contract being referred to an attorney for collection, the Owner promises to pay to the Company a sum equal to all costs and expenses thereof, and including an attorney's fee for necessary court process of twenty percent (20%) of the amount due and owing at the time of such reference.

It is expressly understood and agreed that this contract constitutes the entire agreement between the parties hereto and that no waiver or modification hereof shall be valid unless written upon or attached hereto, signed by an officer of the Company.

Price herein quoted is based on specifications, drawings and information as supplied by the owner or authorized representative. Price subject to change upon final engineering.

CONSEQUENTIAL DAMAGES:

Under no circumstances shall the Company be liable for any special, indirect or consequential damages of any kind, including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs or loss of any equipment or property, whether arising under contract or in tort.

DELIVERY & STORAGE:

A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payment due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two (2) weeks, we are authorized to warehouse the



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equipment within or without our factory at your own risk. You shall reimburse us for all cost due to extra handling and warehousing.

WORKING HOURS:

Unless otherwise stated, all work to be done during normal working hours 8:00am to 4:30pm - Monday to Friday (Holidays not included).

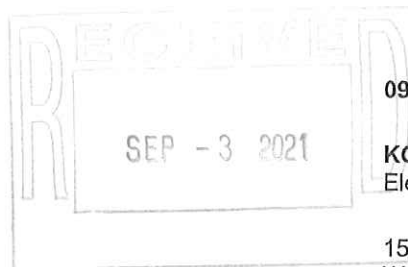
WORK BY OTHERS:

- 1) Fire Rated Hoistway and Motor Room
- 2) Fire Rated Self Closing/Self Locking Motor Room Door
- 3) Elevator Motor Room Signage on Motor Room Door
- 4) Main Line Disconnect with Ground Wire (Fused or Breaker Type, Lockable and if Fused Type Cover Can't be Open if Switch is in ON Position)
- 5) Main Line Shunt if Required (Sprinklers Present in Motor Room and Shaftway)
- 6) 110 VAC 15 AMP Disconnect (Fused or Breaker Type Lockable and if Fused Type Cover Can't be Open if Switch is in ON Position)
- 7) Motor Room and Overhead Lights and GFI Outlets
- 8) Pit Lights and GFI Outlets
- 9) Single Dedicated Outlets for Sump Pump in Pit (Only if Sump Pump Currently Exists)
- 10) Heat/Smoke Detectors and Dry Contacts for Fire Recall
- 11) Active Phone Line in Motor Room
- 12) HVAC Provisions for the Motor Room.

Initials _____ Date _____

PROPOSAL NO: 210448

655 Teaneck Road
Teaneck, NJ



09/03/2021

KONE Inc.
Elevators & Escalators

150 Mt. Bethel Rd. Suite 205
Warren, NJ, 7059
Mobile +1 19083778091
Work +19086260220
robert.novak@kone.com
www.kone.us

Dear Anthony D'Angelo,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$125,000.00** (incl. use tax):

Thomas Jefferson MS 655 Teaneck road Teaneck, New Jersey

- This proposal is based on 2021/22 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 4 weeks per unit for modernization + 1 weeks for inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Robert Novak
Sales Executive Modernization
Kone Inc

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	Additional Options for your Consideration	Error! Bookmark not defined.
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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

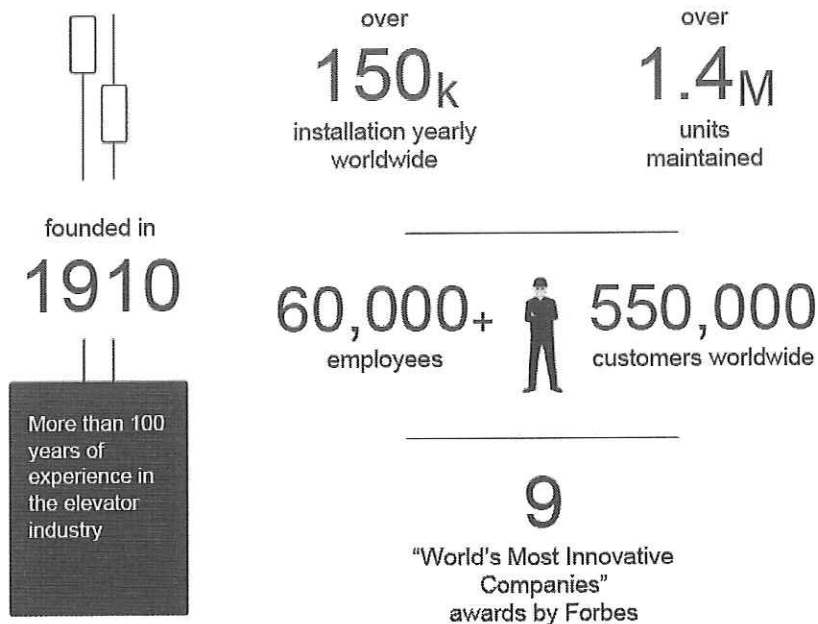
Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



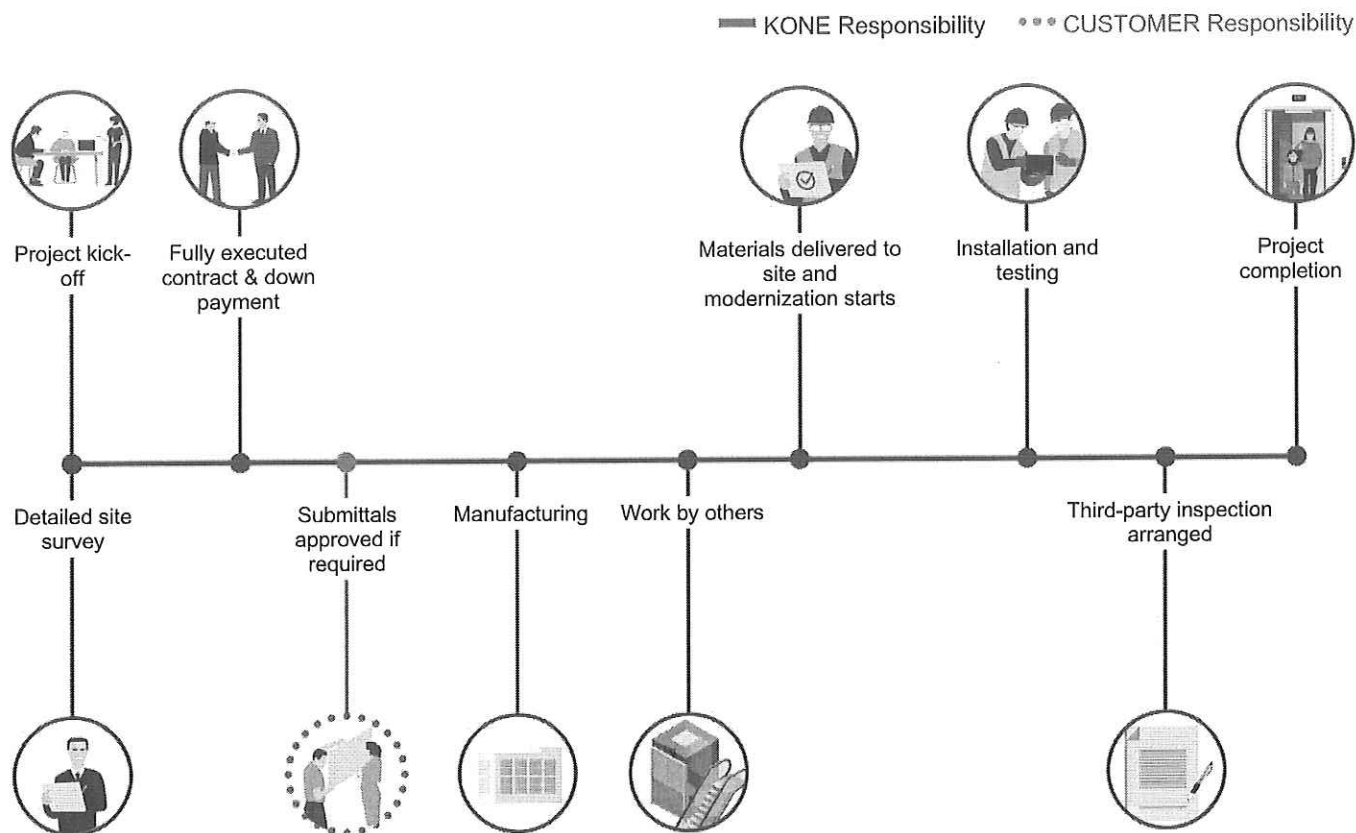
Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

3. Your solution

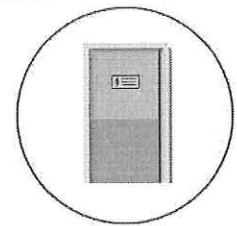
Rated load	2000 lbs
Rated speed	100 fpm
Travel height	12 ft 0 in
Number of floors	2 floors / 2 front openings / 0 rear opening

Electrification

KCM831

KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

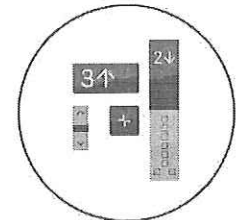
A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.



Fixtures

Custom Fixtures

New car and hall signalization shall be provided as required.



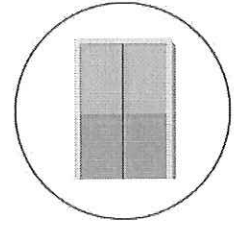
Doors

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

GAL Door Equipment

A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.



Hydraulic equipment

Field Pipe & Accessories

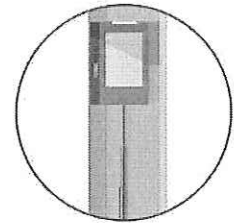
New field pipe and or accessories shall be provided as required.

Power unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.



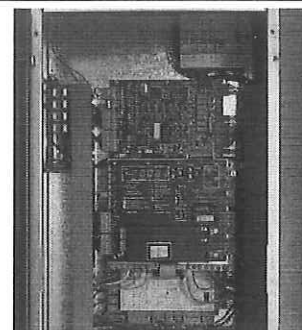
Solution details

Elevator / Solution 1

Electrification

Product name KCM831

Elevator group size	Simplex
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	208
Type of power unit	Submersible
New motor size (hp)	20
Motor Starts per Hour	80 Standard
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 2-D type will be provided.
Qty of COPs	1



Fixtures

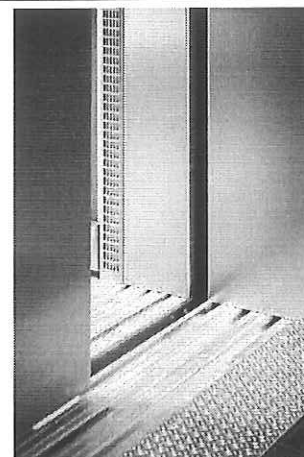
Product name Custom Fixtures

Qty of COPs	1
Qty of new hall stations	2
Qty of car direction lanterns	1
Qty of hoistway access switches	2

Doors

Product name Curtain of Light

Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 2-D type will be provided.



Product name GAL Door Equipment

Elevator group size	Simplex
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Single speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	Yes

Hydraulic equipment

Product name Field Pipe & Accessories

New field pipe	All existing oil line piping (including the victaulic couplings) leading from the hydraulic cylinder(s) to the Power Unit will be replaced. This work will include provision of the necessary victaulic couplings. Schedule 40 pipe will be utilized.
Field Pipe Size	2"
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.

Product name Power unit

Type of power unit	Submersible
New motor size (hp)	20
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"

Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1
Seismic Rupture Valve	A rupture valve will be provided which provides protection against supply line failure that causes overspeed in the down direction.



4. Commercial Offer

Project notes	A \$20,000.00 cab interior finish allowance is included in our base price
Handover date	Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 17 weeks from order receipt, deposit and approval of drawings. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.
Downtime period	4/5 weeks per unit
Warranty/maintenance	

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing

Equipment	Fixtures	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: Solution 1	•	•	•	•	\$ 125,000.00

Total Sales Price, net including TAX **\$ 125,000.00**



Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.



5. Tender Approval

KONE

Robert Novak
150 Mt. Bethel Rd. Suite 205
Warren, NJ, 7059
robert.novak@kone.com

Owner/Representative

Anthony D'Angelo
Teaneck BOE

, New Jersey,

Submitted by:

Robert Novak
Sales Executive Modernization
09/03/2021

We accept the offer constituted by this proposal (total sales price of \$ 125,000.00, incl. use tax) and agree to the conditions contained therein.

Approved by Customer

Printed name:

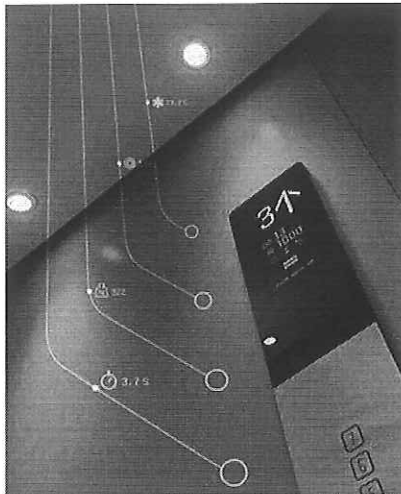
Title:

Company name:

Date:

Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected

Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.

Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.

5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

Teaneck Public Schools

Regular Public Meeting

September 22, 2021

Finance and Budget - 8.

WHEREAS, on August 30, 2021 the District advertised for Professional Learning Services CC 01-22 for Special Education Services for the 2021-2022 school year,

WHEREAS, the Purchasing Agent/Business Administrator advertised for Request for Proposals for the Professional Learning Services and on September 21, 2021 only one proposal was received.

- 1. Innovative Designs for Education (IDE Corp)

An evaluation team was selected and the proposal was evaluated;

NOW, THEREFORE BE IT RESOLVED, based on the evaluations of the committee, the Business Administrator recommends that the Board approve the following vendor for the Professional Learning Services for the school year 2021-2022 in the amount not to exceed \$99,510.00. See Scoring form attached.

Innovative Designs for Education (IDE Corp.)
545 Island Road, Suite 3A
Ramsey, NJ 07446

Explanation:

ATTACHMENTS:

Description	Type
IDE Corp. Summary Sheet	Cover Memo

MODEL EVALUATION CRITERIA SCORING FORM

RFO –Search Firm Services

Date: September 2021

SEL/EF Professional Learning Services

Name of Respondent INNOVATIVE DESIGNS FOR EDUCATION (IDE)

	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria - 2 points A. Description of Services	2
II.	Management Criteria - 2 points A. Business Management <u>1</u> B. Qualifications; Relevant Experience <u>1</u>	2
III.*	Cost Criteria - 2 points A. Fee Proposal <u>1</u>	1
IV.	Professional Development - 4 points A. Professional Development <u>1</u> B. Coaching and Support <u>1</u> C. Self-Paced Learning Experiences <u>1</u> D. Learning Community and Support Center <u>1</u>	4
	<i>TOTAL SCORE (10 points maximum)</i>	9

It is the intention of the Board of Education to award the contract to the respondent that receives the highest total cumulative points on the Evaluation Scoring Form **and** whose response is the most advantageous to the board, price and other factors considered; and will provide the highest quality service at fair and competitive prices.

Reviewer:

K. Buebaum, Maria J. H., [Signature]

Points:

9 pts

**The Office of the Purchasing Agent will assist in the evaluation of the Cost Criteria of all proposals received.*

Teaneck Public Schools

Regular Public Meeting

September 22, 2021

Finance and Budget - 9.

WHEREAS, on August 30, 2021 the District advertised for Computer Adaptive Assessment Systems CC 02-22 for the 2021-2022 school year,

WHEREAS, the Purchasing Agent/Business Administrator advertised for Request for Proposals for the Computer Adaptive Assessment Systems and on September 21, 2021 two (2) proposals were received.

- 1. Curriculum Associates, LLC/iReady
- 2. Renaissance

An evaluation team was selected and both proposals were evaluated;

NOW, THEREFORE BE IT RESOLVED, based on the evaluations of the committee, the Business Administrator recommends that the Board approve the following vendor for the Computer Adaptive Assessment Systems for the school year 2021-2022 in the amount not to exceed \$129,868.60. (see scoring summary attached)

Renaissance
2911 Peach Street
Wisconsin Rapids, WI 54494

Explanation:

ATTACHMENTS:

Description	Type
Scoring summary -Curriculum Ass/iReady	Cover Memo
Scoring summary -Renaissance	Cover Memo

MODEL EVALUATION CRITERIA SCORING FORM

RFQ –Search Firm Services

Date: **September 2021**

Computer Adaptive Assessment System

Name of Respondent: Curriculum Associates/iReady

Section	Category	Value Points
I.	Technical Criteria - 40 points <ul style="list-style-type: none"> Assessment - 12 pts (earned 8.127 pts) System Requirement - 10 pts (earned 8.7 pts) Report Requirements - 12 pts (earned 12 pts) Vendor Services - 6 pts (earned 6 pts) 	34.82 pts
II.	Management Criteria - 30 points <ul style="list-style-type: none"> (earned 24.53 pts) Program does not include tutors or resumes for tutors as per the management criteria 	24.53 pts
III.*	Cost Criteria - 30 points <ul style="list-style-type: none"> Online Learning Platforms (earned 5 points out of 10) Assessment Tools (earned 5 points out of 10) Data Integration (earned 10 points out of 10) 	20.00 pts
	TOTAL SCORE (100 points maximum)	79.35 pts

Comments:

- **Section 1: Technical Requirements, System Requirement (R2)** Assessment results *do not* automatically integrate with other programs to accurate student placement for skills practice.
- **Section 2: Management Criteria** iReady includes resumes for the key staff members; however, they do include resumes for tutors. Page 97 of the Proposal reads, “Does not provide tutors to the district.”
- **Section 3: Cost Criteria** iReady includes a personalized Instruction online platform; however, it does not provide adequate resources for our total proposal (e.g., students in grades 9-12)
- Resources for high school learners included universal screener/assessment tool; however, no additional resources and/or lessons aligned to the assessment are available or provided.
- Proposal was difficult to follow. Though they listed specific items, the information presented was not clearly indicated in narratives or within the binder.

It is the intention of the Board of Education to award the contract to the respondent that receives the highest total cumulative points on the Evaluation Scoring Form **and** whose response is the most advantageous to the board, price and other factors considered; and will provide the highest quality service at fair and competitive prices.

Reviewer: Christine Jimenez-Johnson; Pat Dent; Jazmin Parra; Justin O’Neill; Ramon Ortiz

Christine Johnson -9/21/21

Earned Points: **79.35**

*The Office of the Purchasing Agent will assist in the evaluation of the Cost Criteria of all proposals received.

MODEL EVALUATION CRITERIA SCORING FORM

RFQ –Search Firm Services

Date: **September 2021**

Computer Adaptive Assessment System

Name of Respondent: **Renaissance**

Section	Category	Value Points
I.	Technical Criteria - 40 points <ul style="list-style-type: none">● Assessment - 12 pts (earned 12 pts)● System Requirement - 10 pts (earned 10 pts)● Report Requirements - 12 pts (earned 12 pts)● Vendor Services - 6 pts (earned 6 pts)	40 pts
II.	Management Criteria - 30 points <ul style="list-style-type: none">● (earned 30 pts)	30 pts
III.*	Cost Criteria - 30 points <ul style="list-style-type: none">● Online Learning Platforms (earned 10 points)● Assessment Tools (earned 10 points)● Data Integration (earned 10 points)	30 pts
	<i>TOTAL SCORE (100 points maximum)</i>	100 pts

Comments:

Section 1: Technical Criteria & Section 3: Cost Criteria

Star Renaissance offers instructional resources that are aligned to their assessment tools for all grades, including students in grades 9-12. This alignment of resources will assist the district with identifying academic gaps, and providing timely, relevant materials to remediate/ address priority content.

*It is the intention of the Board of Education to award the contract to the respondent that receives the highest total cumulative points on the Evaluation Scoring Form **and** whose response is the most advantageous to the board, price and other factors considered; and will provide the highest quality service at fair and competitive prices.*

Reviewer: Christine Jimenez-Johnson; Pat Dent; Jazmin Parra; Justin O'Neill; Ramon Ortiz

Christine Johnson -9/21/21

Earned Points: **100 points**

**The Office of the Purchasing Agent will assist in the evaluation of the Cost Criteria of all proposals received.*

Teaneck Public Schools

Regular Public Meeting
September 22, 2021
Personnel - 8.

that the Board approve the attached longevity list of TTEA staff for the 2021-2022 school year, effective September 01, 2021 through June 30, 2022.

Explanation:

The Board approves the longevity pay of certificated staff based upon years of service provided to the district, per union contract.

The staff members were erroneously not included on the August 25, 2021 Special Public agenda.

ATTACHMENTS:

Description	Type
TTEA Longevity 2021-2022	Cover Memo

TTEA LONGEVITY
2021-2022 SCHOOL YEAR

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>CATEGORY</u>	<u>LONGEVITY</u>
BELLIN	ANDREW	TEACHERS	\$1,578.00
BUSH	ANTOINETTE	TEACHERS	\$1,578.00
CIESLAK	KENNETH	ATHLETIC TRAINER	\$1,578.00
HERNANDEZ	CHRIS	TEACHERS	\$1,578.00
KIM	JAE NAM	TEACHERS	\$1,578.00
LAQUI	MARY	TEACHERS	\$1,578.00
SMITH	TAWANA	TEACHERS	\$1,578.00
VIRAY	EMMANUEL	TEACHERS	\$1,578.00