

Minutes of the proceedings of the **REGULAR PUBLIC MEETING** held on Wednesday, June 23, 2021, in the in-person at Teaneck High School located at 100 Elizabeth Avenue and virtually via zoom app, at 8:00 PM. *Sebastian Rodriguez, Board President, presided.*

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, June 23, 2021, in-person at Teaneck High School located at 100 Elizabeth Avenue and virtually via zoom app, 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 June 4, 2021."

III. Roll Call

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

IV. Reaffirmation of District Goals

V. Superintendent's Report (If Needed)

For Superintendent's Report click below:
<https://www.eduvision.tv/I?eADLyLg>

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

For public comments click the link below:
<https://www.eduvision.tv/I?eADLyyD>

VII. Board Presentations (If Needed)

VIII. Board Committee Reports (As Available)

- Ms. Linda Burns provided the Community Relations Committee Report

IX. Agenda Items

To view the meeting please click link below:

Meeting Link

<https://www.eduvision.tv/l/?eADLyyR>

X. Executive Session (If Needed)

Mrs. Rappoport motioned to adjourn the regular public meeting and convene into the executive session at 10:50pm. Said motion was seconded by Ms. Fisher and carried by a unanimous vote.

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

Mrs. Rappoport motioned to adjourn the executive session and convene into the regular public meeting at 12:49am. Said motion was seconded by Mrs. Gee and carried by a unanimous vote.

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

XI. Adjournment

Mrs. Rappoport motioned to adjourn the regular public meeting at 12:50am. Said motion was seconded by Mrs. Gee and carried by a unanimous vote.

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

Respectfully submitted,

Melissa Simmons
Business Administrator/Board Secretary

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**JUNE 23, 2021**

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

1. Policies One Reading

that the Board approve to suspend Bylaw 0131 that requires two readings to adopt the Bylaw or Policies listed below and adopt with one reading.

P1643 - Family Leave

P8420 - Emergency & Crisis Situations

P0164 - Conduct of Board Meeting

P2270 - Religion in Schools

P2415.02 - Title I - Fiscal Responsibilities

P2415.05 - Student Surveys, Analysis, and/or Evaluations

P2415.20 - Every Student Succeeds Act Complaints

P2431.3 - Heat Participation Policy for Student-Athlete Safety - *New*

P5330.01 - Administration of Medical Cannabis

P5350 - Student Suicide Prevention

P5460.02 - Bridge Year Pilot Program - *New*

P7440 - School District Security

P7450 - Property Inventory

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

BOARD OPERATIONS**JUNE 23, 2021**

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

1. that the Board approve the minutes of the Public Workshop meeting and the Regular Public meeting held on Wednesday, May 5, 2021, and May 12, 2021 respectively.

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

SCHOOL OPERATIONS and CURRICULUM

JUNE 23, 2021

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

1. that the Board approve Theresa Brown to conduct a one hour workshop for high school students in grades 9-12 enrolled in the Young Women's Institute program to be held on June 9, 2021 on healthy ways to feel confident about your looks and also taking care of your skin. This is a free program with no cost to the district.
2. that the Board approve Commander Dr. Samuel Ravelo to conduct two virtual speaker sessions on July 16, 2021 and July 30, 2021 to middle school and high school students, grades 5-12, during the Summer Impact Academy. There is no cost to the district for this workshop.
3. that the Board approve the following Teaneck High School student Interns who would volunteer in the Extended School Year program, June 22 through August 2, 2021, as part of their graduation requirement to participate in Community Service.
 1. Rawda Elbatrawish
 2. Kassidy Frempong
 3. Kaydence Frempong
 4. Katianna Perez
 5. Gabriella Sanchez
 6. Ronaldo Martin
 7. Victoria Guthrie
 8. Isra Omani
 9. Angelique Bunza
 10. Paige Elder
 11. Cris Tenecela Lumbe
 12. Angela Lu
 13. Gabrielle Shields
 14. Nathalia Fermin
 15. Ryan Morillo
 16. Summer Fenner
 17. Amariah La Luz
 18. Margaret Smith

that the Board approve the following community member who would volunteer in the Extended School Year program, June 22 through August 2, 2021.

1. Chris Faller

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

FINANCE AND BUDGET

JUNE 23, 2021

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.

APRIL 1, 2021 through APRIL 30, 2021

General	\$7,953,037.48
Special Revenue	\$842,351.82
Enterprise	\$6,486.00
Food Service	\$1,874,652.45
Capital Projects	\$193,849.60
Capital Outlay	\$57,463.36

Total of Approved Payments \$10,927,840.71

2. that the Board approve 2020-2021 budget transfers, previously approved by a member of the Finance Committee, which are attached and a part of the official record.
3. **WHEREAS**, the Board of Education has received the Report of the Board Secretary and the Report of the Treasurer of School Monies for the month of April 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 virtual Professional Development for the staff indicated for professional improvement or development, as approved by the Superintendent, (Grant funded \$20,637.98) (District funded \$0) (Title II Funded \$1,795.00) total cost \$22,432.98.
5. that the Board approve the attached list of Student Field Trips, as approved by the Superintendent (FORUM Grant Funded \$0) and (District Funded \$3,500) (PTA Funded \$0) total cost \$3,500.
6. that the Board approve the contracts, for out-of-district tuition, for students who would require a Special Education program during the 2021-2022 school year, as per the attached list.
7. that upon the recommendation of the Superintendent, approval be given to the following resolution: Transfer of Current Year Surplus to Reserve

WHEREAS, N.J.S.A. 18A:21-2 and N.J.S.A. 18A:7G-13 permit a Board of Education to establish and/or deposit into certain reserve accounts at year end, and

WHEREAS, the aforementioned statutes authorize procedures, under the authority of the Commissioner of Education, which permit a Board of Education to transfer anticipated excess current revenue or unexpended appropriations into reserve accounts during the month of June by Board resolution, and

WHEREAS, the Teaneck Board of Education wishes to deposit anticipated current year surplus into a Capital Reserve account at year end, subject to the verification upon completion of the Audit, and

WHEREAS, the Teaneck Board of Education will not exceed the maximum allowable amount defined by the district's Long Range Facility Plan to be transferred to the Capital Reserve Account; and

WHEREAS, the Teaneck Board of Education wishes to deposit the first \$1,700,000 for budgeted fund balance for the 2022-2023 budget year, then transfer the remaining monies above the excess of the 2% cap in surplus into the Capital Reserve account for the purpose of Capital projects detailed within the Long Range Facility Plan.

NOW, THEREFORE BE IT RESOLVED, by the Teaneck Board of Education, that it hereby authorizes the district's School Business Administrator to make this transfer consistent with all applicable laws and regulations.

8. **WHEREAS**, N.J.A.C. 6A:23A-14.2 permits a Board of Education to establish and maintain a Maintenance Reserve Account, to be used to implement required maintenance of district facilities; and

WHEREAS, the Teaneck Board of Education wishes to maintain such Maintenance Reserve Account; now

BE IT RESOLVED, the Teaneck Board of Education has determined that an amount not to exceed \$1,000,000 is available for transfer to maintenance reserve; now

BE IT RESOLVED, that the Teaneck Board of Education authorizes the Business Administrator to establish said Maintenance Reserve Account consistent with applicable statute and code.

9. that the Board approve and authorize the Business Administrator/Board Secretary to pay bills and make necessary transfers during the months of July and August 2021 with advice and consent of the Finance Committee; these bills are to be approved at the next regularly scheduled Board of Education meeting held on August 25, 2021.
10. that the Board authorize the Superintendent of Schools to appoint teaching staff and Child Study Team Members during the absence of the Regular Public Meetings during the months of July and August 2021 and shall be presented to the Board at the next regularly scheduled Board of Education meeting. Such appointments shall be based on already approved and budgeted positions that have become vacant.
11. that the Board approve the annual request sent to the Bergen County Superintendent of Schools for approval of Lowell Elementary & Whittier Elementary **Kindergarten Toilet Waivers** for the **2021-2022** school year (see attached waivers).
12. that the Board approve the annual request to the Bergen Executive County Superintendent of Schools for approval of a **Temporary Instructional Space** at the Christ Episcopal Church for the **2021-2022** school year (see attached applications).
13. that the Board authorize Mrs. Danielle Gee, Mr. Harold Clark, Mr. Damen Cooper, Mrs. Victoria Fisher, Mr. Gerald Reiner, Mrs. Sarah Rappoport, Mr. Sebastian Rodriguez, Ms. Denise Sanders and Mrs. Linda Burns, along with the Superintendent; Asst. Superintendents; Business Administrator, Assistant Business Administrator/Board Secretary, IT Director; HR manager; Chief of Staff; Director of Guidance; Director of School Innovation, English and ESL; Public Safety Coordinator, Director of Special Education to attend the three (3) day annual New Jersey School Boards Association Workshop/Conference held virtually, from Tuesday, Oct. 26, 2021 - Thursday, Oct. 28, 2021. A maximum of twenty (20) reservations will be made for the virtual workshop conference with a group rate of \$900.00 for a maximum of 25 participants.

14. that the Board authorize participation by the Teaneck Public Schools in the National School Lunch and Breakfast Programs for the 2020-2021 school year under the terms and conditions of the "Agreement for Child Nutrition Programs" and approve the 2021-2022 Price List as follows if the district chooses to participate in the National School Lunch Program:

2021-2022 Price List:

Breakfast –Elementary School (PAID)	\$1.50
Breakfast – Middle/High School (PAID)	\$1.75
Breakfast All Schools– (Reduced)	\$0.30
Lunch –Elementary School (PAID)	\$2.80
Lunch –Middle School (PAID)	\$2.95
Lunch -High School (PAID)	\$3.30
Lunch –All Schools (Reduced)	\$0.40
Lunch –Elementary School (Adult)	\$4.15
Lunch Middle School (Adult)	\$4.15
Lunch – High School (Adult)	\$4.15
Milk – All Schools	\$0.80

15. **Whereas**, the District provides Long Term Disability insurance to all of its employees;

Whereas, the District's Health Insurance Broker, Fairview solicited quotes for the renewal of this insurance;

Be it Resolved that the Board renews the Standard Insurance Company long-term disability insurance plan at a 0% increase for 2 years until July 11, 2023.

16. **Whereas**, the District provides Dental insurance to all of its employees;

Whereas, the District's Health Insurance Broker, Fairview solicited quotes for the renewal of this insurance;

Be it Resolved, that the Board renews the Delta Dental insurance plan at a 0% increase for 3 years until July 11, 2024.

17. **Whereas**, the Board approve for the month of May 2021, the additional funding of \$1,823. for **Chapter 192/193** in accordance with the fees approved by the NJDOE (Breakdown below).

Be It Resolved, that the Board approve the New Jersey Department of Education Chapter 192/193 additional funding on an as-needed basis for students attending non-public schools.

Chapter 193 – Corrective Speech	\$1,823.
Total	\$1,823.

18. **Whereas**, the Board approve for the month of June 2021, the additional funding of \$871. for **Chapter 192/193** in accordance with the fees approved by the NJDOE (Breakdown below).

Be It Resolved, that the Board approve the New Jersey Department of Education Chapter 192/193 additional funding on an as-needed basis for students attending non-public schools.

Chapter 192 – Compensatory Education	\$871.
Total	\$871.

19. that the Board approve a contract between the Teaneck Board of Education and Care Plus to provide services at Whittier and Thomas Jefferson starting September 1, 2021 through June 30, 2022 in an amount not to exceed \$102,000.
20. that the Board approve a contract between the Teaneck Board of Education and South Bergen Jointure Commission to provide services for a Behavioral Disability class at Thomas Jefferson starting September 1, 2021 through June 30, 2022 in an amount not to exceed \$384,700.
21. that the Board approve a contract between the Teaneck Board of Education and South Bergen Jointure Commission to provide services for the 18-21 Transition class at Teaneck High School starting September 1, 2021 through June 30, 2022 in an amount not to exceed \$352,260.
22. that the Board approve the Agreement with Bergen County Special Services School District, for the 2021-2022 school year, to provide Chapter 192/193 Services (Compensatory, Education, ESL, Home Instruction, Examination and Classification, Annual Review, Speech Correction and Supplemental Instruction), in accordance with the fees approved by the NJDOE.
23. that the Board approve the contracts with those clinicians and agencies on the attached list who would provide related services and / or independent evaluations during the 2020- - 2021 school year.
24. that the Board approve the contracts with those clinicians and agencies on the attached list who would provide related services and / or independent evaluations during the 2021-2022 school year.

25. that the Board approve the Transportation Reimbursement to the Parent of student ID#93508 for the 2021-2022 school year in the amount of \$30 per day, not to exceed \$6,400.
26. that the Board approve compensation to Daniele Kaplan, to conduct two art therapy workshops to be held on July 9, 2021 and July 16, 2021 with the Summer Impact Academy to middle school students in grades 5-8 enrolled in the Summer Impact Academy and two sessions held on July 7, 2021 and July 14, 2021 to high school students in grades 9-12 enrolled in the Summer Impact Academy on Art Therapy, in an amount of \$200 per session not to exceed \$800. (Account # 20-010-100-300-73-50-G-H Township FORUM Purchase Ed. Svs)
27. that the Board approve compensation to Plethora Media Group to present the "Picture of Success" program to middle school students in grades 5-8 enrolled in the Summer Impact Academy on July 23, 2021 and July 30, 2021 and to high school students in grades 9-12 enrolled in the Summer Impact Academy on July 21, 2021 and July 28, 2021 in an amount not to exceed \$1,200. (Account # 20-010-100-300-73-50-G-H Township FORUM Purchase Ed. Svs)
28. that the Board approve compensation to Sheylah Velasquez (Licensed Zumba Instructor) to conduct two Zumba sessions to middle school students in grades 5-8 enrolled in the Summer Impact Academy on July 23, 2021 and July 30, 2021 and on July 21, 2021 and July 28, 2021 to students in grades 9-12 enrolled in the Summer Impact Academy in an amount of \$300 per session not to exceed \$1,200. (Account # 20-010-100-300-73-50-G-H Township FORUM Purchase Ed. Svs)
29. that the Board approve compensation to Renee Redding-Jones, to conduct two sessions of yoga/meditation to middle school students in grades 5-8 enrolled in the Summer Impact Academy on July 9, 2021 and July 16, 2021 and on July 7, 2021 and July 14, 2021 to students in grades 9-12 enrolled in the Summer Impact Academy in an amount of \$300 per session not to exceed \$1,200. (Account # 20-010-100-300-73-50-G-H Township FORUM Purchase Ed. Svs)
30. that the Board approve compensation to Sheylah Velasquez (Licensed Zumba Instructor) to conduct one Zumba session on August 19, 2021 to high school students in grades 9-12 enrolled in the Studio 2B program in an amount not to exceed \$300. (Account # 20-010-100-300-73-50-G-H Township FORUM Purchase Ed. Svs)
31. that the Board approve Embracing The Crown to conduct a two hour workshop for high school students in grades 9-12 enrolled in the Studio 2B program on August 17, 2021. This workshop will use dance as a way to encourage movement, good health and wellness while in a virtual environment in an amount not to exceed \$300. (Account # 20-010-100-300-73-50-G-H Township FORUM Purchase Ed. Svs)

32. that the Board approve Team Life, Inc., to conduct a one full day session of babysitter certification classes for high school students in grades 9-12 involved in the FORUM's employment enrichment program on July 14, 2021 or July 15, 2021 in an amount not to exceed \$800. (Account # 20-010-100-300-73-50-G-H Township FORUM Purchase Ed. Svs)
33. that the Board approve up to 60 Teaneck High School students in grades 11 & 12 to enroll in the SAT Prep Program with Horizon Education at the cost of \$148 per student. The program will be held virtually during the months of July 2021 - August 2021.
34. that the Board approve Dr. Daniel Jean to conduct three virtual speaker sessions on July 9, 2021, July 16, 2021 and July 23, 2021 to high school or middle school students, grades 5-12, during the Summer Impact Academy. The total cost for this workshop is \$4,500. Funded by the ESSER II (Elementary and Secondary School Emergency Relief Fund II) and LAG (Learning Acceleration Grant) grants. (Account #s: ESSER II- 20-483-100-320-85-58-I-0; LAG- 20-484-100-320-85-58-I-0)
35. that the Board approve Dr. Tanya Maloney to conduct Student Voice to Fight for Equity and Justice on July 23, 2021 to high school students, grades 9-12, during the Summer Impact Academy program. The total cost for this workshop is \$3,000. Funded by the ESSER II (Elementary and Secondary School Emergency Relief Fund II) and LAG (Learning Acceleration Grant) grants. (Account #s: ESSER II- 20-483-100-320-85-58-I-0; LAG- 20-484-100-320-85-58-I-0)
36. that the Board approve Gian Paul Gonzalez to conduct two virtual sessions titled: "All In: It's Not Just a Slogan" on July 9, 2021 and July 30, 2021 to middle and high school students, grades 5-12, during the Summer Impact Academy. The total cost for this workshop is \$2,000. Funded by the ESSER II (Elementary and Secondary School Emergency Relief Fund II) and LAG (Learning Acceleration Grant) grants. (Account #s: ESSER II- 20-483-100-320-85-58-I-0; LAG- 20-484-100-320-85-58-I-0)
37. that the Board approve Jay Flores to conduct "It's not magic, it's science" on July 9, 16, 23 and 30, 2021 to elementary students, grades 1-4, during the Summer Impact Academy. The total cost for this workshop is \$15,000. Funded by the ESSER II (Elementary and Secondary School Emergency Relief Fund II) and LAG (Learning Acceleration Grant) grants. (Account #s: ESSER II- 20-483-100-320-85-58-I-0; LAG- 20-484-100-320-85-58-I-0)
38. that the Board approve Mr. Jeff Dess and Mr. Lenny Williams from the company Trill not Trill to conduct two virtual speaker sessions on July 16, 2021 and July 23, 2021 for middle school students, grades 5-8, focused on developing their inner leadership skills through interactive virtual sessions during the Summer Impact Academy. Topics will include: leadership, career readiness and culture. The total cost for these workshops is \$7,000. Funded by the ESSER II (Elementary and Secondary School Emergency Relief Fund II) and LAG (Learning Acceleration Grant) grants. (Account #s: ESSER II- 20-483-100-320-85-58-I-0; LAG- 20-484-100-320-85-58-I-0)

39. that the Board approve Kelly Services, Inc. hourly rates for the Extended School Year Program (ESY) as listed below:
- | | |
|-----------------------|-----------|
| Job Coach | \$21.42 |
| Paraprofessional Aide | \$17.87 |
| Substitute Teacher | \$25.00 |
| Clerical Worker | \$21.88 |
| Lunch Aide | \$15.00 |
| Bus Aide | \$16.16 |
| Nurse 4 hours - ESY | \$175/day |
40. that the Board approve a Joint Transportation Agreement with **Greater Egg Harbor Regional**, for the purpose of transporting students in accordance with Chapter 53, P.L. 1997, for the **2020-2021** school year, and submit this Agreement to the Executive County Superintendent of Schools for approval; Services to be provided include, but are not limited to ESY transportation routes, the coordinated transportation of Special Education students.
41. that the Board approve a Joint Transportation Agreement with **Greater Egg Harbor Regional**, for the purpose of transporting students in accordance with Chapter 53, P.L. 1997, for the **2021-2022** school year, and submit this Agreement to the Executive County Superintendent of Schools for approval; services to be provided include, but are not limited to the coordinated transportation of Special Education students.
42. that the Board acknowledges that Bryant Elementary School successfully conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 8:25 am at the location of Bryant School Bus Lane off of Tryon Ave on April 23, 2021; Danica Davidman oversaw the drill and was the staff member in charge. The following bus routes were included in the drill: Route #6 Buses D & E Vans BV1, BV2, BV3, BV4 & BV5.
43. that the Board acknowledges that Theodora Smiley Lacey School conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 8:35 am on April 26, 2021 at the location on Edgemont Place; Leslie King oversaw the drills and Zeno Cho was the staff member in charge. The following bus routes were included in the drill: Vans 3A, 3B, V3A & V3B
44. that the Board acknowledges that Hawthorne Elementary School successfully conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 8:15 am at the location of Lucy Avenue on April 23, 2021; Natasha Pitt oversaw the drill and Amber Halpern, Rahena Loskor, Maria Garcia, Audrey Capan, Kellie Costa and Marjorie Forrest were the staff members in charge. The following bus routes were included in the drill: Route #5 Buses A, B, & C Vans 5A, 5B, HV1 (Van C).

45. that the Board acknowledges that Lowell Elementary School successfully conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 8:40 am at the location of Lowell school parking lot on April 23, 2021; David Deubel oversaw the drill and Rey Cruz, Alexis Ryerson, Natasha Thomas, Jen Ahearn, Carrie Williams, Maureen Orletti, and E. Gallardo were the staff members in charge. The following bus routes were included in the drill: Route #7 Buses A,B,C, D & E Vans LV1, LV2, & LOW1L.
46. that the Board acknowledges that Whittier Elementary School successfully conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 7:45 am at the location of Lucy Avenue on May 20, 2021; Pete LoGiudice oversaw the drill and Linda Harrison, Janine Lawler, Keith Orapello & J.D. Micelli were the staff members in charge. The following bus routes were included in the drill: Route #5 Buses A, B, & C Vans 5A, 5B, HV1 (Van C).
47. that the Board acknowledges that Benjamin Franklin Middle School successfully conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 8:14 am at the location of 1315 Taft Road outside of front of the school on May 25, 2021; Marina Williams oversaw the drill and Ms. Elie was the staff member in charge. The following bus routes were included in the drill: Vans BF2, BF3, BF4, BF5 & BF6
48. that the Board acknowledges that Thomas Jefferson Middle School successfully conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 12:33 & 12:47 pm on March 12, 2021, at the location of the Salem St Circle; Enoch Nyamekye and Ramon Ortiz oversaw the drills and were the staff members in charge. The following bus routes were included in the drill: Vans TJ1 & TJ2
49. that the Board acknowledges that Teaneck High School successfully conducted its second emergency school bus exit drill, in accordance with N.J.A.C. 6A:27-11.2, at 8:00 am on May 27, 2021 at the location On Elizabeth Ave outside of entrance 2; Justin O'Neil oversaw the drills and was the staff member in charge. The following bus routes were included in the drill: Vans THS1, THS2, THS3, THS4 & THS1L.
50. that the Board approve the contracts with AUCC Academy to provide four (4) Pre-K classrooms totaling 60 students, at \$15,433 per pupil amount for a total of \$925,980 and Bergen Day Early Childhood Learning Center to provide two (2) classrooms totaling 30 students, at \$15,433 per pupil amount for a total of \$462,990 for a total of 90 additional Pre-K spots, as per our approved State Preschool Expansion Aid (PEA) One Year Plan. (see contracts and letter of intent attached)

51. **Whereas**, The Board of Education of Teaneck in the County of Bergen, New Jersey (the “Board”), desires to proceed with a school facilities project consisting generally of:

BIPOLAR IONIZATION at:

BENJAMIN FRANKLIN MIDDLE SCHOOL
BRYANT ELEMENTARY SCHOOL
HAWTHORNE ELEMENTARY SCHOOL
LOWELL ELEMENTARY SCHOOL
TEANECK BOARD OF EDUCATION ADMINISTRATION OFFICE
TEANECK HIGH SCHOOL
THEODORA SMILEY LACEY SCHOOL
THOMAS JEFFERSON MIDDLE SCHOOL
WHITTIER ELEMENTARY SCHOOL

Whereas, the Board now seeks to take the initial steps in order to proceed with the Project:
NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF EDUCATION OF TEANECK IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, as follows:

Section 1. In accordance with the requirements of Section 6A:26-3 of the New Jersey Administrative Code, the Board hereby approves the Schematic Plans prepared in connection with the Project and the Board further authorizes the submission of same to the Bergen County Superintendent of Schools and the New Jersey Department of Education for approval. This project is designated “Other Capital” and the Board is not seeking state funding.

Section 2. The Board hereby authorizes the amendment to its Long-Range Facilities Plan in order to reflect the proposed Project.

Section 3. The School Administration and such other officers and agents of the Board as are necessary, including the Board attorney, bond counsel and architect, are hereby authorized to perform such other acts, to execute such other documents and to do such other things as are necessary to implement the determinations of the Board set forth in this resolution. Including the submission of Information to the New Jersey Department of Education as applicable to the proposed Project.

Section 4. This resolution shall take effect immediately.

52. that the Board approve the replacement of the gymnasium flooring in the Lowell Elementary School. The existing wood flooring is damaged. Mathusek, Inc. is part of the Interlocal Purchasing system (TIPS) with the contract #20020501 located at 25B Iron Horse Road, Oakland, NJ 07436. The total material and labor is \$67,951.00 See proposal attached with details.
53. that the Board accept with thanks and appreciation a generous donation, in the amount of \$5,000, from the Estate of Lucille Jones for the Thomas Jefferson Middle School Media Center to purchase items in memory of Leola Maddox, former Media Specialist.

54. **Whereas**, the pool on the Hawthorne Park property will not be available to Camp K this summer, and;
Whereas, arrangements have been made for all Camp K participants to travel by bus to Votee Park for use of this pool (half the campers on Tuesdays, the other half on Wednesdays), and;
Whereas, parents will sign permission slips and campers will be required to wear masks on the buses,
Be It Resolved, that the Votee Park site be approved for use of its pool during the Camp K summer program (June 28 – August 6, 2021).
55. that the Board approve Daniele Kaplan, to conduct six art therapy workshops to be held on June 26, July 3, 10, 17, 24 & 31, 2021 with the Extended School Year Program for middle school students in grades 5-8 in an amount of \$200 per session not to exceed \$1,200 to be paid out of the Mental Health Grant Funds. Account No: (20-485-100-320-85-58-I-C)
56. that the Board approve VereenMusic, LLC to conduct music therapy workshops to be held on June 25, July 2, 9, 16, 23 & 30, 2021 with the Extended School Year Program for elementary school students in grades 1-4 in an amount of \$75 per session not to exceed \$1,350.00 to be paid out of the Mental Health Grant Funds. Account No: (20-485-100-320-85-58-I-C)
57. that the Board approve the following Mental Health Clinicians as independent contractors, to work with students for the period of July 1 to December 31, 2021 at the rate of \$120 per hour, not to exceed 12 hours per week, to be paid out of the Mental Health Grant Funds. The vendors were procured through the process of submitted quotes for services. Account No: (20-485-200-320-57-50-I-O)

Mr. Jose Posos
Ms. Mariana Peralta
Ms. Jhiree Davis

58. **Whereas**, there is a need for new boilers at the Theodora Smiley School due to cracks and leaks in the existing boiler that at this point needs to be replaced and therefore;
Be It Resolved that the Board approve the new boilers at the Theodora Smiley Lacey School. Project will be performed under the NJ COOP #T1372 for the sum of \$159,520.00 (See quote attached). If needed an additional amount of \$12,800 will be added for signed, sealed and permittable drawings.
59. **Whereas**, there is a need for the hot water heater to be replaced at the Thomas Jefferson Middle school;
Be It Resolved that the Board approve the hot water heater replacement at Thomas Jefferson Middle school. This project is being performed under NJ COOP T1372 with the sum of \$99,985.00 (see quote attached). If needed an additional amount if \$9,200 will be added for the signed, sealed and permittable drawings.

60. **Be It Resolved**, that the Teaneck Board of Education authorizes the following individual to sign for and on behalf of the Board of Education, any and all checks, drafts, or other orders with respect to any funds at any time to the credit of this Board with the depositories and/or against any accounts of this Board maintained at any time with the depositories, inclusive of any such checks, drafts or other orders drawn to cash or bearer or in favor of any of the below designated officers and/or other persons, firms or corporations, and that said depositories be and hereby are authorized without further inquiry to:

- A. Pay the same to the debit of any accounts of this Board then maintained with them;
- B. Receive, as the act of this Board, reconcilements of accounts when signed by any one or more of the below designated officers and/or individuals; and
- C. Receive for deposit to the credit of this Board and/or for collection for the account of this Board, any and all checks, drafts, notes or other instruments for the payment of money, whether or not endorsed by the Board, which may be received for it such deposit and/or collection, it being understood that each item shall be deemed to have been unqualifiedly endorsed by this Board; and

Be It Further Resolved, that the Assistant Business Administrator/Board Secretary is hereby authorized to execute the required forms to maintain said accounts:

<i>TD BANK</i>	<i>REQUIRED SIGNATORIES</i>
Warrant Account	Board President and Treasurer Business Administrator/Board Secretary Or Assistant Business Administrator/Board Secretary or Accounts Payable Secretary
Food Services Account	Board President and Treasurer Business Administrator/Board Secretary Or Assistant Business Administrator/Board Secretary
<i>Capital One</i>	<i>Required Signatories</i>
General Account	Board President Business Administrator/Board Secretary Or Assistant Business Administrator/Board Secretary
New Jersey Cash Management	Required Signatories
Federal Account	Assistant Business Administrator/Board Secretary

61. **Be It Resolved**, that the Teaneck Board of Education approves that, when cash flow permits, the Business Administrator/Board Secretary and/or the Assistant Business Administrator/Asst. Board Secretary be authorized to Invest Board Funds in United States Government Bills, and such other investments as may be permitted by law; and
Be It Further Resolved, that Investment of Idle Funds in individual schools, department or activity accounts may be made by persons designated to sign for withdrawals from the account, provided these persons receive prior approval from the Business Administrator/Board Secretary and/or the Assistant Business Administrator/Asst. Board Secretary and that all investments are legally authorized for investment of Board funds, and that the Business Administrator/ Board Secretary and/or the Assistant Business Administrator/Asst. Board Secretary are hereby authorized to execute this Agreement on behalf of the Board.
62. **Be It Resolved**, that the Teaneck Board of Education appoint Assistant Business Administrator/Assistant Board Secretary Mr. Steven Lewis as the Custodians of Records, for the period July 1, 2021 to the next Reorganization Meeting.
63. that the Board amend the Stipulation of Settlement as outlined in the Extended School Year (ESY) Addendum Agreement between the parents of Student ID#95241 and the Teaneck Board of Education in the amount of \$3,500 Camp HASC / Parent Reimbursement board approved June 9, 2021 with the amended provision for up to six(6) one (1) hour sessions of Occupational Therapy and six(6) one (1) hour sessions of Prompt Speech Therapy not to exceed the amount of \$1,000 /Parent Reimbursement during ESY at Camp HASC as per a mediation agreement as compensatory services missed during the disruption of services caused by the public health limitations occurring due to the global COVID-19 pandemic.
64. that the Board approve the Stipulation of Settlement between the parents of Student ID#104626 and the Teaneck Board of Education in the amount of \$60,000.00 for the 2021-2022 , 2022-2023, 2023-2024 and 2024-2025 school years to Sinai Schools.
65. that the Board approve the Stipulation of Settlement between the parents of Student ID#100376 and the Teaneck Board of Education in the amount of \$60,000.00 for the 2020-2021 and 2021-2022 school years and \$62,000.00 for 2022-2023 school year to Sinai Schools.

Motion: S. Rappoport	Second: G. Reiner			
Board Member	Yes	No	Abstain	Absent
Mrs. Burns (Linda)	x			
Mr. Clark, Sr. (Harold)	x			
Mr. Cooper (Damen)	x			
Mrs. Fisher (Victoria)	x	9,10,51		
Ms. Gee (Danielle)	x	51		
Mrs. Rappoport (Sarah)	x	51		
Mr. Reiner (Gerald)	x	51		
Mr. Rodriguez (Sebastian)	x	51		
Ms. Sanders (Denise)	x	20,51	39	

All motions under Finance & Budget passed with the exception of #51.

PERSONNEL

JUNE 23, 2021

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

that the Board approve the following certificated staff appointments, following a 90-day probationary period, effective dates as indicated, pending criminal history review:

- a. Dr. Kim Buxenbaum, Assistant Superintendent of Educational Services, at an annual salary of \$180,000 assigned to Central Office, effective August 02, 2021 through June 30, 2022, replacing Angela Davis, retired (PC#: 02-15-82/cge).
- b. David Deubel, Elementary Principal, at an annual salary of \$145,000 assigned to Bryant Elementary School, effective July 01, 2021 through June 30, 2022, replacing Danica Davidman, resigned (PC#: 20-06-71/apd).
- c. Piero LoGiudice, Elementary Principal, at an annual salary of \$162,500 assigned to Whittier Elementary School, effective July 01, 2021 through June 30, 2022, replacing Pedro Valdes, promoted (PC#: 20-04-71/atg).
- d. Ashley Sularz, Supervisor of Humanities and Gifted Education, at an annual salary of \$116,000 assigned to Curriculum & Instruction effective July 15, 2021 through June 30, 2022, new position.
- e. Dounia Jaafar, Psychologist, at an annual salary of \$72,000 (TTEA MA+32/step 4) assigned to Thomas Jefferson Middle School, effective July 01, 2021 through June 30, 2022, replacing employee #5188, non-renewed (PC#: 10-11-72/bwn).
- f. Analisse Seise, Psychologist, at an annual salary of \$66,000 (TTEA MA+32/step 1) assigned to Benjamin Franklin Middle School, effective September 01, 2021 through June 30, 2022, replacing Dr. Maura Tuite, reassigned (PC#: 10-12-72/aeb).
- g. Samantha Spencer, Grade 4 Teacher, at an annual salary of \$56,000 (TTEA BA/step 2) assigned to Whittier Elementary School, effective September 01, 2021 through June 30, 2022, replacing Karen Simpson, retired (PC#: 10-04-63/asy).
- h. Cassandra San-Emeterio, Grade 6 Teacher, at an annual salary of \$56,000 (TTEA BA/step 2) assigned to Thomas Jefferson Middle School, effective September 01, 2021 through June 30, 2022, replacing Paul Maute, reassigned (PC#: 10-11-66/aly).
- i. Lorena Valer, Grade 2 Teacher, at an annual salary of \$63,000 (TTEA MA/step 3) assigned to Hawthorne Elementary School, effective September 01, 2021 through June 30, 2022, replacing Kristen Ferreira, reassigned (PC#: 10-05-63/aqm).
- j. Shanika Smith, Mathematics Teacher, at an annual salary of \$87,500 (TTEA MA/step 12) assigned to Teaneck High School, effective September 01, 2021 through June 30, 2022, replacing Sunletha Carter, retired (PC#: 10-12-11/agv).
- k. Lisa Guyden, Outreach Worker, at an annual salary of \$76,800 (TTEA MA/step 9) assigned to Lowell Elementary School, effective September 01, 2021 through June 30, 2022, replacing Reinier Cruz, retired (PC#: 10-07-73/asc).

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 Starks, School Comptroller, at an annual salary of \$126,072 (off-guide), assigned to the Curriculum & Instruction, effective July 01, 2021 through June 30, 2022, new position.
- b. Christian Taboada, Part-Time Technology Support Specialist Level 1, at an hourly rate of \$20 per hour (off-guide), not to exceed 29 hours per week, assigned to Central Administration Office, effective May 17, 2021 through June 30, 2021, replacing Natacha Rodriguez, promoted (PC#:.).
- c. Jennifer Basanti, Executive Assistant (temporary), at an annual salary of \$47,000 (grant funded), assigned to Human Resource Management & Public Safety, effective June 21, 2021 through June 30, 2021, new position.
- d. Lanisha Makle-Ridley, Coordinator of Institutional Advancement and Grant Procurement, at an annual salary of \$70,000 (off-guide), assigned to Business Office, effective July 19, 2021 through June 30, 2022, replacing Natasha Titre, resigned (PC#: 01-17-83/axk).
- e. Christian Taboada, Technology Support Specialist Level 1, at an annual salary of \$50,000 (off-guide), assigned to Central Administration Office, effective July 01, 2021 through June 30, 2022, replacing employee #5435, non-renewed (PC#: 09-08-86/ckk).
- f. Alejandro Hernandez, Accountant (PEEA grant funded), at an annual salary of \$80,000 (off-guide), assigned to Central Administration Office, effective July 01, 2021 through June 30, 2022, new position.
- g. Michael Donow, School Treasurer, at an annual salary of \$12,000 (off-guide), assigned to Business Office, effective July 01, 2021 through June 30, 2022, replacing Anthony Bianchi, resigned (PC#: 01-17-T1/cig).

- 3 that the Board approve the following certificated staff transfers/reassignments for the 2021-2022 school year, effective September 01, 2021:
- a. Paul Maute, Grade 6 Teacher at Thomas Jefferson Middle School reassigned to Language Arts 7/8 Teacher at Thomas Jefferson Middle School.
 - b. Aretha Blake-Arroyo, Grade 1 Teacher at Lowell Elementary School reassigned to Talented and Gifted Teacher at Lowell Elementary School.
 - c. Sandra Beckford, Social Worker at Theodora Smiley Lacey Elementary School and Teaneck High School transferred to Registration/Out of District Team at Special Services.
 - d. Amy Morik, Social Worker at Whittier Elementary School (5 days) transferred to Social Worker at Whittier Elementary School (3 days) and Theodora Smiley Lacey Elementary School (2 days).
 - e. Shannon St. Clair, LDTC at Teaneck High School and Registration/Out of District Team transferred to LDTC at Thomas Jefferson Middle School and Hawthorne Elementary School.
 - f. Elizabeth Bauer, Psychologist at Benjamin Franklin Middle School transferred to Psychologist Registration/Out of District Team at Special Services.
 - g. Claudia Belotti, LDTC at Hawthorne Elementary School and Whittier Elementary School transferred to LDTC Registration/Out of District Team at Special Services.
 - h. Yonit Malina, Social Worker Registration/Out of District Team transferred to Social Worker at Teaneck High School.
 - i. Lisa Brown, Grade 4 Teacher at Hawthorne Elementary School reassigned to Grade 1 Teacher at Hawthorne Elementary School.
 - j. Kristen Ferreira, Grade 2 Teacher at Hawthorne Elementary School reassigned to Grade 4 Teacher at Hawthorne Elementary School.
- 4 that the Board accept the resignation of the following staff members:
- a. Maryann Doris, Special Education Teacher, Hawthorne Elementary School, effective August 30, 2021.
 - b. Natalie De La Cruz, English Teacher, Thomas Jefferson Middle School, effective June 30, 2021.
 - c. Joseph Miraglio, Grounds Crew I, Operations & Maintenance, effective June 4, 2021.
 - d. Dominique Williams, Safety & Attendance Officer, Teaneck High School, effective May 28, 2021.
 - e. Shamara Walker, CST Speech Language Therapist, Bryant Elementary School, effective August 6, 2021.
 - f. Olivia Betances, Teacher Dean, Teaneck High School, effective June 30, 2021.

5 that the Board approve payment to Danny Gareri, Coordinator of McKinney-Vento Education of Homeless and Youth Program, to work with homeless students and families in July and August 2021. At the rate of \$50 per hour, not to exceed \$5,000.

6 that the Board approve payment to the following teachers serving as teacher mentors to provisionally certified novice teachers as required under the New Jersey Department of Education Provisional Teaching Process:

<u>Name</u>	<u>Title</u>	<u>Mentor</u>	<u>Location</u>	<u>Mentor Fee</u>
a. Clexy Fernandez	Spanish Teacher	Melinka Ramirez	BFMS	\$550.00
b. Jennifer Martin	Grade 4 Teacher	Jennifer Ahearn	Lowell	\$550.00
c. Joseph Murphy	ESL Teacher	Teri Wilcox	TJMS	\$1,000.00
d. Jokeldy Hernandez	P.E. Teacher	Patrick O'Connor	BFMS	\$55.00
e. Karissa Melfi	P.E. Teacher	Christie Prepis	THS	Declined Paymen
f. Kristen Babbe	Special Education	Janine Lawler	Whittier	\$550.00
g. Michael Miuccio	Special Education	Katierose Augustine	THS	\$550.00
h. Nadeen Alawi	Elementary Teacher	Annie Matesic	Whittier	\$550.00

7 that the Board approve the following substitute secretaries at \$15 per hour for the 2020-2021 school year, on an as needed basis:

Linda Alford-Fennell	Miriam Bloom	Joanne Clemons
Jasmine Dockery	Rita Falberg	Mary Faller
Christina Lea	Roberta Yuzek	
Ruthanne Ahearn**	Betty Ball**	Barbara Jenner**
Shantelle Grateneau**	Florence Hadnot	

** Appointed to substitute only from July 1, 2021 through August 31, 2021.

8 that the Board approve the following substitute custodians, at the rate of \$15 per hour, for the 2021-2022 school year, pending criminal history review:

- a. Sophia Taylor
- b. Lancewell Lawrence
- c. Richard Oates
- d. Fitzroy Byndloss

9 that the Board approve the following substitute maintenance staff member, at the rate of \$20 per hour, for the 2021-2022 school year, pending criminal history review:

- a. Peter Miele

10 that the Board approve payment to Karla Starks for 10 vacation days at the daily rate of \$470.77, total payout amount of \$4,707.70.

11 that the Board approve the following staff members as a Home Instructor, on an as needed basis, at \$50.00 per hour, for the 2021-2022 school year:

- a. Brielle Rubin
- b. Yvette Ortega-Ulubay
- c. Ken Chung
- d. Brittany Butler
- e. Elzbieta Biernacka
- f. Barbara Metzler
- g. Karissa Melfi
- h. John Dean
- i. Payne Vazquez
- j. Dana Orner

12 that the Board approve the salaries of administrative certificated and non-certificated staff for the 2021-2022 school year, effective July 1, 2021 through June 30, 2022:

**COORDINATOR INFORMATION SYSTEMS:
(NON-CERTIFICATED)**

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Sandra Muro	Coordinator	\$ 106,366.00

ELEMENTARY SCHOOLS:

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Leslie Abrew	Principal	\$ 168,917.00
Antoine Green	Principal	\$ 168,917.00
Natasha Pitt	Principal	\$ 149,547.00

MIDDLE SCHOOLS:

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Terrence Williams	Principal	\$ 150,671.00
Nina Odatalla	Principal	\$ 150,671.00
Marina Williams	Assistant Principal	\$ 130,089.00
Enoch Nyamekye	Assistant Principal	\$ 128,778.00
Ramon Ortiz Jr.	Assistant Principal	\$ 128,788.00

HIGH SCHOOL:

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Pedro Valdes	Principal	\$ 175,539.00
Justin O'Neal	Assistant Principal	\$ 150,122.00
Margot Todman-Mack	Assistant Principal	\$ 139,880.00

DIRECTORS:

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Patricia Dent	Director of School Innovation, And ESL	\$ 156,518.00
Keshia, Golding-Cooper	Director of Guidance, Career Svcs and Vocational Ed.	\$ 148,905.00
Shellian Mirander	Assistant Director of Special Education	\$ 123,480.00

SUPERVISORS/COORDINATORS:

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Rolando Monserrat	Supervisor of Science	\$ 118,335.00
Marisa King	Supervisor of Social Studies, Business & Practical Arts	\$ 158,274.00
David Murphy	Supervisor of Physical Ed.	\$ 138,668.00
Jazmin Rotger de Parra	Supervisor of Math	\$ 121,422.00
Lisa Zucker	Supervisor of Early Childhood	\$ 131,372.00
Emilio Jennette	Coordinator of State, Local and Federal Grants	\$ 118,335.00

13

that the Board approve the following salaries of non-certificated staff for the 2021-2022 school year, effective July 01, 2021 through June 30, 2022 for twelve (12) month staff, and September 01, 2021 through June 30, 2022 for ten (10) month staff:

BUSINESS OFFICE:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Paula Huber	Sec 12M B/Step 8	\$ 75,500.00
Fayth Petrucci	Sec 12M A/Step 7	\$ 75,000.00
Rebecca Soohoo-Buckin	Sec 12M B/Step 6	\$ 69,000.00
Jenine Kea	Sec 12M B/ step 6	\$ 69,000.00
Roshemar Stroud	Sec 12M B/ step 7	\$ 71,500.00

HUMAN RESOURCE MANAGEMENT:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Simone Clark	Sec 12M B/ step 5	\$ 67,000.00

CURRICULUM AND INSTRUCTION:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Tracey Strand	Sec 12M B/Step 7	\$ 71,500.00
LeeAnn McClain	Sec 12M B/Step 5	\$ 67,000.00

TECHNOLOGY:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Alicia Pinetti	TTEA/Step 10	\$ 71,500.00

Amedeo Folcarelli	TTEA/Step 9	\$ 68,500.00
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OPERATIONS/MAINTENANCE:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Marion Soohoo	Sec 12M B/Step 8	\$ 75,500.00

SPECIAL SERVICES:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Delia Pomales	12M B/Step 5	\$ 67,000.00
Barbara Kilgore	12M B/Step 5	\$ 67,000.00
Amanda Viera	Sec 12M B/Step 4	\$ 65,750.00

ELEMENTARY SCHOOLS:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Susan De Lisio	Sec 12M B/Step 8	\$ 75,500.00
Chanon McDuffie	Sec 12M B/Step 8	\$ 75,500.00
Na'Imah Bogert	Sec 12M B/Step 7	\$ 71,500.00
Dawn Santamaria	Sec 12M B/Step 8	\$ 75,500.00
Ruthanne Ahearn	Sec 10M D/Step 8	\$ 49,500.00
Betty Ball	Sec 10M D/Step 8	\$ 49,500.00
Barbara Jenner	Sec 10M D/Step 8	\$ 49,500.00
Vanessa Watt-St. Clair	Sec 12M D/Step 8	\$ 56,000.00
Concepcion Le'	Sec 12M B/Step 6	\$ 69,000.00

MIDDLE SCHOOLS:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Jennifer Henry	Sec 12M C/Step 8	\$ 71,000.00
Catherine Hollis	Sec 12M B/Step 8	\$ 75,500.00
Julia Pena	Sec 12M C/Step 7	\$ 67,750.00
Kelly McMillon-Norman	Sec 12M C/Step 8	\$ 71,000.00
Gina Geronimo	Sec 12M B/Step 7	\$ 71,500.00
Gulshir Khan	Sec 12M C/Step 3	\$ 60,550.00

TEANECK HIGH SCHOOL:

<u>Name</u>	<u>Guide/Step</u>	<u>Salary</u>
Milagro Tavaréz	Sec 12M C/Step 8	\$ 71,000.00
Michaela Freemantle	Sec 12M B/Step 8	\$ 75,500.00
Yaritza Gonzalez	Sec 12M C/Step 2	\$ 58,250.00
Sheila Moore	Sec 12M B/Step 5	\$ 67,000.00
Kim Dockery	Sec 12M B/Step 8	\$ 71,000.00
Shantelle Grateneau	Sec 10M C/Step 5	\$ 53,150.00
Gregory Castro	Sec 12M C/Step 3	\$ 60,550.00

- 14 that the Board approve the salaries of FORUM personnel for the 2021-2022 school year:

Name	Position	Salary
a. Nicholas Campestre	Coordinator	\$ 77,104.00
b. Yris Acevedo	Counselor	\$ 58,310.00
c. Victoria Alexander	Counselor	\$ 55,150.00
d. Gianniil Hidalgo	Counselor	\$ 55,150.00
e. Yvonne Witter	Employment Counselor	\$ 58,088.00
f. Owen Barnes	Receptionist/ Adm. Assistant	\$ 41,102.00

- 15 that the Board, upon the recommendation of the Superintendent of Schools to approve the salary increase of 3% to Christine Jimenez-Johnson, Assistant Superintendent of Curriculum and Schools, pursuant to the terms of the negotiated contract, at a salary of \$168,096.00, from July 01, 2021 until June 30, 2022.

- 16 that the Board, upon the recommendation of the Superintendent of Schools approve the salary increase of 3% to Melissa Simmons, School Business Administrator/Board Secretary, pursuant to the terms of the negotiated contract, at a salary of \$185,400.00, from July 01, 2021 until June 30, 2022.

- 17 that the Board approve the salary increase of 2%, at a salary of \$219,300.00, to Dr. Christopher Irving, Superintendent of Schools, pursuant to the terms of the negotiated contract, for the 2021-2022 School Year.

- 18 that the Board approve the employment contracts at a 3% increase for all non -guide personnel for the 2021-2022 school year, as follows:

NON -GUIDE:

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Anthony D'Angelo	Director of Facilities/Grounds	\$152,596.00
Colin Burke	Assistant Director of Operations & Maintenance	\$128,750.00
Rosemarie Antinori	Registrar	\$61,285.00
Deborah Thompson	Executive Asst. to the Asst. Superintendent	\$84,946.00
Linda Kuhran	Executive Asst. to the Superintendent	\$114,258.00
Tunde Adedoyin	Manager, Human Resources/Compliance	\$108,167.00
Aneesa Baig	Executive Asst. to School Business Administrator	\$84,946.00
Shana Blair	Executive Asst. for Human Resource Management	\$77,250.00
*Shamim Ahmed	Bus Driver	\$35,000.00
*Yesmin Hernandez	Bus Driver	\$38,000.00

Gervonn Romney Rice	Parent Liaison	\$86,569.00
Mohammed Saleh	Director of Technology	\$119,032.00
Dorothy Singletary	Executive Asst. to the Superintendent	\$84,048.00
Cameron Cox	Coordinator	\$93,503.00
Candice Brown	Executive Asst. to the Superintendent	\$84,946.00
*Caren Spooner	Coordinator of Payroll and Employee Benefits	\$70,000.00
Ahmed Hanafy	Tech Support Spec 3	\$76,693.00
*Natacha Rodriguez	Tech Support Spec 1	\$50,000.00
Kenneth Simmons	Tech Support Spec 2	\$66,950.00
Joshua Small	Tech Support Spec 1	\$47,277.00
Anthony Villar	Tech Support Spec 1	\$52,530.00
Ernesto Taveras	Tech Support Spec 1 (part-time)	\$20.60/hr.
Teresa Corallo	Director of Community Relations/ Chief of Staff	\$102,958.00
Claire Drootin	Community Education	\$77,250.00
Heidi Mc Cullough	Receptionist/Executive Assistant	\$36.77/hr.
*Steven Lewis	Assistant School Business Administrator/Assistant Board Secretary	\$120,000.00
*Raina Warren	Teaneck Community Education Center Program Assistant (part-time)	\$22.00/hr.
*Jennifer Basanti	Executive Assistant for HRM and Public Safety Department	\$47,000.00
*Farkisha Huffin	Bus Driver	\$32,000.00

*Not eligible for increase due to start date

- 19 that the Board approve Rita Urevitch as Lead Nurse, Extra Work for Extra Pay stipend of \$3,271 for the 2021-2022 school year.
- 20 that the Board approve the appointment of Adrienne Williams as District Anti-Bullying Coordinator for the 2020-2021 school year, at a stipend of \$9,280, payable on the June 30, 2021 pay period upon submission of all necessary documents for the 2020-2021 school year and submission of a payroll billing form. **Account #11-000-218-104-73-15-H-H**

- 21 that the Board approve payment to the following high school teachers, for assuming a sixth period assignment, on a temporary basis, at their negotiated contractual per class rate, effective May 19, 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. Michael Germinario	Practical English 9	\$70.00 (MA)
b. Maryem Gobji-Haouari	Practical English 9	\$70.00 (MA)
c. Levette Glanton	Modern American Literature 11	\$70.00 (MA)
d. Ashley Pryce	Modern American Literature 11	\$80.00 (MA+32)
e. Chloe Sosa-Jarrett	Modern American Literature 11	\$70.00 (MA)

- 22 that the Board approve the following staff members for participating in the District's Extended School Year Program, from June 22, 2021 through August 02, 2021, and off on July 5, 2021 from 8:00 am to 12:00 pm:

Summer Teaching Staff (\$50 per hour, 120 hours max., not to exceed \$6,000 each):

- a. Amanda Detrick
- b. Angela Cusack
- c. Ashley Andreala
- d. Brittany Butler
- e. Carrie Williams
- f. Chloe Sosa
- g. Dana Orner
- h. Danielle Amato
- i. Elzbieta Biernacka
- j. Emily Smith
- k. Jalia Carter
- l. Jennie Brolewicz
- m. Jennifer Bell
- n. John Paladino
- o. Lauren Finizio
- p. Megan McBryde
- q. Mei Linh La-Mui
- r. Michael Hofsaes
- s. Michelle Doonan
- t. Natasha Thomas
- u. Patrick Delaney
- v. Payne Vazquez
- w. Roberta Weiss
- x. Samantha Laliker
- y. Spencer Jones
- z. Stephanie Davis
- aa. Tawana Smith
- bb. William Mazerolle

Summer Nursing Staff (\$50 per hour, 120 hours max., not to exceed \$6,000 each):

- a. Monique Frazier-Ellington
- b. Amis Aguero
- c. Rita Urevitch

Speech Specialist Staff (\$50 per hour, 120 hours max., not to exceed \$6,000):

- a. Felicia Vinpa

Summer Substitute Teaching and Nursing Staff (\$50 per hour, 120 hours max., not to exceed \$6,000):

- a. Jane Fahey (Sub Nurse)
- b. Cecilia Chan (Sub Nurse)
- c. Samuel Griffin
- d. Jennifer Kim
- e. Delores Connors
- f. Karrisa Melfi

23

that the Board approve the following 11-month Child Study Team member working the month of August 2021 (reg salary+10%):

<u>Name</u>	<u>Position</u>	<u>Guide</u>	<u>Step</u>	<u>SY 21-22 Salary</u>	<u>New Salary</u>
a. Elizabeth Bauer	Psychologist	MA+32	6	\$76,000.00	\$83,600.00

that the Board approve the following leaves of absence for the dates and reasons indicated:

- a. Employee ID# 5438, unpaid paternity leave of absence with benefits, from May 10, 2021 through May 21, 2021, under FMLA and NJFLA.
- b. Employee ID# 0180, unpaid miscellaneous leave of absence without benefits, from March 1, 2022 through June 30, 2022.
- c. Employee ID #5050, paid medical leave of absence with benefits, using 7 sick days from May 24, 2021 through June 1, 2021, under FMLA.
- d. Employee ID #5278, paid intermittent medical leave of absence with benefits, from May 17, 2021 through July 16, 2021, under FMLA.
- e. Employee ID #4288, unpaid paternity leave of absence with benefits, from September 13, 2021 through December 3, 2021, under FMLA and NJFLA.
- f. Employee ID #2279, paid maternity leave of absence with benefits, using 30 sick days and 3 personal business days from September 1, 2021 through October 11, 2021, under FMLA. October 12, 2021 through October 21, 2021 paid with benefits, under FMLA and NJFLA. October 22, 2021 through November 23, 2021 unpaid with benefits, under FMLA and NJFLA. November 24, 2021 through January 21, 2022 unpaid with benefits, under NJFLA.
- g. Employee ID #2349 paid medical leave of absence with benefits, using 23 sick days from May 18, 2021 through June 18, 2021, under FMLA.
- h. Employee ID# 1672, paid medical leave of absence with benefits, from February 8, 2021 through April 30, 2021, using 57 sick days under FMLA. Paid intermittent medical leave of absence with benefits, from May 3, 2021 through June 30, 2021.
- i. Employee ID #5314, paid maternity leave of absence with benefits using 30 sick days, from October 4, 2021 through November 16, 2021 under FMLA. Unpaid maternity leave of absence with benefits from November 17, 2021 through December 3, 2021, under FMLA. Unpaid maternity leave of absence with benefits, from December 6, 2021 through December 24, 2021 under FMLA and NJFLA. Unpaid maternity leave of absence with benefits from January 3, 2022 through March 4, 2022 under NJFLA. Unpaid child rearing leave of absence without benefits from March 7, 2022 through April 29, 2022.

that the Board approve the following Student Teacher Practicum assignment, effective September 01, 2021 through June 30, 2022, pending medical clearance, criminal history review and proof of the COVID-19 Vaccination:

- a. Jason Dargan, Columbia University, assigned to Teaneck High School.
- b. Michael Brown, New Jersey City University, assigned to Teaneck High School.
- c. Shereese Beckford, Seton Hall University, assigned to Teaneck High School.

- 26 that the Board approve the following substitute electrician, at the rate of \$37.03 per hour, for the 2021-2022 school year:
- a. Thomas De Lyon
- 27 that the Board approve Mickell Taylor as the Summer Athletics Coordinator for July and August 2021, at the contractual hourly rate of \$50/hr, not to exceed 100 hours per month.
- 28 that the Board approve Cameron Cox, for serving as the COVID Response Coordinator, for the 2021-2022 school year, total stipend amount \$10,000.00, stipend to be funded out of ESSER II grant.
- 29 that the Board approve Emilio Jennette, for serving as Coordinator of Special Education Compliance and Parent Outreach for the 2021-2022 school year, stipend amount \$1,390.00 per month for 10 months, total stipend amount \$13,900.00.
- 30 that the Board approve the following individuals to work for the Teaneck Community Education Center's summer camp program (Camp K - June 28, 2021 through August 6, 2021) pending criminal background check approval, for the 2021-2022 school year:

**Staff members will be compensated through the ESSER grant.

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>
a. Russell Greenberg	Counselor	\$11.10/hr
b. Mia Aish	Counselor	\$11.10/hr
c. Ericka Delgado	Counselor	\$11.10/hr
d. Cecilia Chan	Substitute Nurse	\$50.00/hr
e. **Ufumwen Ewans	Counselor	\$11.10/hr
f. **Faith Hood	Counselor	\$11.10/hr

- 31 that the Board approve payment for the following summer curriculum work, names to be determined, to write or revise district curriculum documents starting July 1, 2021. The names of the staff members will be added and updated prior to the June 23, 2021 Board Meeting.

<u>Name</u>	<u>Course Title</u>	<u>Total Stipend</u>
Emily Smith	ELA: Kindergarten Pacing Guide	\$500 per writer
Kate Augusto	ELA: Kindergarten Pacing Guide	\$500 per writer
Kara Lindner	ELA: First Grade Pacing Guide	\$500 per writer
Aretha Blake Arroyo	ELA: First Grade Pacing Guide	\$500 per writer
Jemara Blount	ELA: Second Grade Pacing Guide	\$500 per writer
Jemara Blount	ELA: Third Grade Pacing Guide	\$500 per writer
Lisa Brown	ELA: Fourth Grade Pacing Guide	\$500 per writer
Gillian Iapelli	ELA: Fifth Grade Pacing Guide	\$500 per writer
Gillian Iapelli	ELA: Sixth Grade Pacing Guide	\$500 per writer

Sandra Endemano	ELA: Seventh Grade Pacing Guide	\$500 per writer
Jeannie McVerry	ELA: Eighth Grade Pacing Guide	\$500 per writer
Jennifer Cortez	ESL: First Grade ESL Curriculum	\$1,200 per writer
Diana Sanchez	ESL: First Grade ESL Curriculum	\$1,200 per writer
Jennifer Cortez	ESL: Second Grade ESL Curriculum	\$1,200 per writer
Diana Sanchez	ESL: Second Grade ESL Curriculum	\$1,200 per writer
Dr. Jovana Vlajic-Murisc	AP Calculus A/B Curriculum	\$1,200 per writer
John Occhiogrosso	AP Statistics Curriculum	\$1,200 per writer
Ken Chung	AP Statistics Curriculum	\$1,200 per writer
Elizabeth Robbins	AMS Grade 5 Curriculum	\$1,200 per writer
Zain Conteh	AMS Grade 5 Curriculum	\$1,200 per writer
Elizabeth Robbins	AMS Grade 6 Curriculum	\$1,200 per writer
Lydia Deruiter	AMS Grade 6 Curriculum	\$1,200 per writer
Sharon Bellin	AMS Grade 9 Curriculum	\$1,200 per writer
Ken Chung	AMS Grade 9 Curriculum	\$1,200 per writer
Sharon Bellin	AMS Grade 10 Curriculum	\$1,200 per writer
Ken Chung	AMS Grade 10 Curriculum	\$1,200 per writer
Ken Chung	AMS Grade 11 Curriculum	\$1,200 per writer
Christina DeLeon	AMS Grade 11 Curriculum	\$1,200 per writer
Mei Linh La-Mui	Mathematics: Kindergarten Pacing Guide	\$500 per writer
Arielle Van Gulick	Mathematics: Kindergarten Pacing Guide	\$500 per writer
Aretha Blake-Arroyo	Mathematics: First Grade Pacing Guide	\$500 per writer
Kara Lindner	Mathematics: First Grade Pacing Guide	\$500 per writer
Jennifer Rome	Mathematics: Second Grade Pacing Guide	\$500 per writer
Jennifer Domingues	Mathematics: Second Grade Pacing Guide	\$500 per writer
Kristin Nunez	Mathematics: Third Grade Pacing Guide	\$500 per writer
Justine Lopez	Mathematics: Third Grade Pacing Guide	\$500 per writer
Lisa Brown	Mathematics: Fourth Grade Pacing Guide	\$500 per writer
Brielle Rubin	Mathematics: Fifth Grade Pacing Guide	\$500 per writer
Lydia Deruiter	Mathematics: Sixth Grade Pacing Guide	\$500 per writer
Brielle Rubin	Mathematics: Sixth Grade Pacing Guide	\$500 per writer
Josephine Cinnella	Mathematics: Seventh Grade Pacing Guide	\$500 per writer
Zain Conteh	Mathematics: Eighth Grade Pacing Guide	\$500 per writer
Christina DeLeon	Algebra I Pacing Guide	\$500 per writer
Andres Munoz	Algebra I Pacing Guide	\$500 per writer
Christina DeLeon	Geometry Pacing Guide	\$500 per writer
Andres Munoz	Geometry Pacing Guide	\$500 per writer
Andres Munoz	Algebra II Pacing Guide	\$500 per writer
Summer Pirro	Algebra II Pacing Guide	\$500 per writer
Brittany Rhodie	Theater Tech: Curriculum	\$1,200 per writer
Todd Murphy	Theater Tech: Curriculum	\$1,200 per writer
Brittany Rhodie	Theater Advanced Tech Curriculum	\$1,200 per writer
Todd Murhpy	Theater Advanced Tech Curriculum	\$1,200 per writer
Christine Taylor	Music: Kindergarten Curriculum	\$1,200 per writer

Dasom Kim	Music: Kindergarten Curriculum	\$1,200 per writer
Christine Taylor	Music: First & Second Grade Curriculum	\$1,200 per writer
Dasom Kim	Music: First & Second Grade Curriculum	\$1,200 per writer
Joseph Hochgesang	Music: Fifth & Sixth Grade Curriculum	\$1,200 per writer
Daniel Bassett	Music: Fifth & Sixth Grade Curriculum	\$1,200 per writer
Joseph Hochgesang	Music: Seventh Grade Curriculum	\$1,200 per writer
Daniel Bassett	Music: Seventh Grade Curriculum	\$1,200 per writer
Maureen Orletti	Art K-2 Curriculum	\$1,200 per writer
Amanda Meller	Art K-2 Curriculum	\$1,200 per writer
Maureen Orletti	Art 3-4 Curriculum	\$1,200 per writer
Amanda Meller	Art 3-4 Curriculum	\$1,200 per writer
Brittany Eisele	Art 5-6 Curriculum	\$1,200 per writer
Dominique Spano Chiu	Art 5-6 Curriculum	\$1,200 per writer
Brittany Eisele	Art 7-8 Curriculum	\$1,200 per writer
Dominique Spano Chiu	Art 7-8 Curriculum	\$1,200 per writer
Marc Calello	Art I Curriculum	\$1,200 per writer
Jennifer Noel	Art I Curriculum	\$1,200 per writer
Marc Calello	Art II Curriculum	\$1,200 per writer
Jennifer Noel	Art II Curriculum	\$1,200 per writer
Marc Calello	Art III/IV Curriculum	\$1,200 per writer
Jennifer Noel	Art III/IV Curriculum	\$1,200 per writer
Matthew Green	Health: Middle School 6-8 Curriculum	\$1,200 per writer
George Prepis	Health: Middle School 6-8 Curriculum	\$1,200 per writer
Karissa Melfii	Health: High School 9-12 Curriculum	\$1,200 per writer
Christie Prepis	Health: High School 9-12 Curriculum	\$1,200 per writer
Marisol Urena	Spanish: Middle School 6-8 Curriculum	\$1,200 per writer
Lourdes Melendez	Spanish: Middle School 6-8 Curriculum	\$1,200 per writer
Jaclyn Kiely	French: Middle School 6-8 Curriculum	\$1,200 per writer
Caridad Clavelo	Spanish: High School 9-12 Curriculum	\$1,200 per writer
Paola Arias	Spanish: High School 9-12 Curriculum	\$1,200 per writer
Yvette Ortega-Ulubay	Spanish: High School 9-12 Curriculum	\$1,200 per writer
Carole Petit-Belin	French: High School 9-12 Curriculum	\$1,200 per writer
Carole Petit-Belin	French: High School 9-12 Curriculum	\$1,200 per writer
Abdoulaye Diallo	French: High School 9-12 Curriculum	\$1,200 per writer
Abdoulaye Diallo	French: High School 9-12 Curriculum	\$1,200 per writer
Carole Petit-Belin	French: High School 9-12 Curriculum	\$1,200 per writer

TOTAL: \$88,700

that the Board approve the following teaching staff members and program coordinators to teach or coordinate the Summer IMPACT Program, effective July 06, 2021 through July 31, 2021, coordinate 2 hours per day, from 9:00 AM to 11:00 AM with 10 hours of professional development.

<u>Name</u>	<u>Position</u>	<u>Stipend Amount</u>
a. Jemara Blount	Program Coordinator - Hawthorne School	\$2,500
b. Jazmin White	First Grade Teacher - Hawthorne School	\$2,000
c. Kara Lindner	Second Grade Teacher - Hawthorne School	\$2,000
d. Elizabeth Woo	Third Grade Teacher - Hawthorne School	\$2,000
e. Samuel Griffin	Fourth Grade Teacher - Hawthorne School	\$2,000
g. Amanda Esteves	Substitute Teacher - Hawthorne School	\$2,000
h. Jennifer Cortez	ESL Teacher - Hawthorne School	\$2,000
i. Janine Lawlor	Program Coordinator - Whittier School	\$2,500
j. Arielle Van Gulick	First Grade Teacher - Whittier School	\$2,000
k. Monica Lawson	Second Grade Teacher - Whittier School	\$2,000
l. Nadine Alawi	Third Grade Teacher - Whittier School	\$2,000
m. Samantha Jankowski	Fourth Grade Teacher - Whittier School	\$2,000
n. Jennifer Cortez	Substitute Teacher - Whittier School	\$2,000
o. Diana Sanchez	ESL Teacher - Whittier School	\$2,000
p. Dennis Hiel	Program Coordinator - Lowell School	\$2,500
q. Jennifer Martin	First Grade Teacher - Lowell School	\$2,000
r. Maureen Orletti	Second Grade Teacher - Lowell School	\$2,000
s. Natalia Drelich	Third Grade Teacher - Lowell School	\$2,000
t. Anitha Giannikos	Fourth Grade Teacher - Lowell School	\$2,000
u. Mary Sandvig	Substitute Teacher - Lowell School	\$2,000
v. Tanya Rivera	Fifth Grade Math Teacher - BFMS	\$2,000
w. Eileen Mursch	Fifth Grade ELA Teacher - BFMS	\$2,000
x. Sean Gordon	Sixth Grade Math Teacher - BFMS	\$2,000
y. Alyse Fane	Sixth Grade ELA Teacher - BFMS	\$2,000
z. Zain Conteh	Seventh/Eighth Grade Math Teacher - BFMS	\$2,000
aa. Jeannie McVerry	Seventh/Eighth Grade ELA Teacher - BFMS	\$2,000
bb. Samantha Elie	1 Program Coordinator - BFMS	\$2,500
cc. Kristina Arrocho	Fifth Grade Math Teacher - TJMS	\$2,000
dd. Lindsey Fisher	Fifth Grade ELA Teacher - TJMS	\$2,000
ee. Lydia Deruiter	Sixth Grade Math Teacher - TJMS	\$2,000
ff. Rena San George	Sixth Grade ELA Teacher - TJMS	\$2,000
gg. Glen Mezzatesta	Seventh/Eighth Grade Math Teacher - TJMS	\$2,000
hh. Brielle Rubin	Seventh/Eighth Grade ELA Teacher - TJMS	\$2,000
ii. Joseph Murphy	1 ESL Teacher - TJMS	\$2,000
jj. Glen Mezzatesta	1 Program Coordinator - TJMS	\$2,500
kk. Delores Connors	Incoming Ninth Grade ELA Teacher	\$2,000
ll. Jahaziel Valeriano	Incoming Ninth Grade ELA Teacher	\$2,000
mm. Josephine Cinnella	Incoming Ninth Grade Math Teacher	\$2,000
nn. Sharon Bellin	Incoming Ninth Grade 3D Modeling Teacher	\$2,000
oo. Gregory Cooper	Incoming Ninth Grade Program Substitute	\$2,000
pp. Christine Mayers	Incoming Ninth Grade Social Studies Teacher	\$2,000
qq. Natasha Green	Incoming Ninth Grade Program Coordinator	\$2,500
rr. Jane Fahey	Nurse for Summer Impact Academy	\$3,000

TOTAL:

\$90,000

33

that the Board approve the following staff members to participate in and teach the Teaneck High School Virtual Summer Program, effective July 06, 2021 through July 31, 2021, 2 hours per day, from 9:00 AM to 11:00 AM with 5 hours of professional development.

<u>Name</u>	<u>Position</u>	<u>Stipend Amount</u>
a. Adrianna Lagomarsino	ESL Teacher	\$1,750
b. Kevin Hannon	Business Teacher	\$1,750
c. James Lagomarsino	Business Teacher	\$1,750
d. Kiera Genus	Essay Writing Teacher	\$1,750
e. Yvette Ortega Ulubay	World Language Teacher	\$1,750
f. Dan Olender	Social Studies Teacher	\$1,750
g. Joseph Laborde	Science Teacher	\$1,750
h. Daniel Bassett	Virtual Robotics Teacher	\$1,750
i. Michael Miuccio	Drop In ELA Teacher (Credit Recovery)	\$1,750
j. Christina DeLeon	Drop In Mathematics (Credit Recovery)	\$1,750
k. Veronica Lopez	Drop in Science Teacher (Credit Recovery)	\$1,750
l. Daniel Olender	Program Coordinator	\$1,750

TOTAL:

\$21,000

34

that the Board approve payment to Jennifer Taylor to serve as Summer College Prep Facilitator, effective July 6, 2021 through August 25, 2021, 38 hours working with students, 22 hours working without students at a rate of \$50 per hour not to exceed 60 hours (\$3,000).

35

that the Board approve payment to four teaching staff members for participating in the Fairleigh Dickinson University Summer Dual Enrollment Classes 2020, effective June 28, 2021 through July 30, 2021, 30 hours working with students, 10 hours working without students, pending course enrollment.

<u>Name</u>	<u>Position</u>	<u>Stipend Amount</u>
a. Kevin Hannon	Financial Planning Management	\$2,500.00
b. Kimberly Pitre	Introduction to Psychology	\$2,500.00
c. Richard Rodda	Creative Writing	\$2,500.00
d. Christine Mayers	Introduction to World Cultures	\$2,500.00

TOTAL:

\$10,000.00

that the Board approve the following School Counselors to serve during the 2021 summer, at the rate of \$476.45 per day, in accordance with the TTEA contract agreement:

TEANECK HIGH SCHOOL

<u>Name</u>	<u>Position</u>	<u>Days/Schedule C</u>	<u>Stipend Amount (not to exceed)</u>
a. Douglas Book	Counselor	6	\$2,858.70
b. Lillian Garcia	Counselor	6	\$2,858.70
c. Kharisma Mitchell	Counselor	6	\$2,858.70
d. Beth Fleisher	Counselor	6	\$2,858.70
e. Jennifer Taylor	Counselor	6	\$2,858.70
f. Kelvin Reese	Counselor	6	\$2,858.70

TOTAL: \$17,152.20

BENJAMIN FRANKLIN MIDDLE SCHOOL

<u>Name</u>	<u>Position</u>	<u>Days/Schedule C</u>	<u>Stipend Amount (not to exceed)</u>
g. Eve Klein	Counselor	3	\$1,429.35
h. Michael Smith	Counselor	3	\$1,429.35

TOTAL: \$2,858.70

THOMAS JEFFERSON MIDDLE SCHOOL

<u>Name</u>	<u>Position</u>	<u>Days/Schedule C</u>	<u>Stipend Amount (not to exceed)</u>
i. Robert Davis	Counselor	3	\$1,429.35
j. Meredith Martino	Counselor	3	\$1,429.35

TOTAL: \$2,858.70

that the Board approve the following staff members to serve as advisors for "Allied Against Hate: The Drew University-Teaneck Inter-Action Project" from September to December 2021 in an amount not to exceed \$3,000 each which will be supplied by Drew University.

<u>Name</u>	<u>Position</u>	<u>Stipend Amount (not to exceed)</u>
a. Todd Murphy	Advisor	\$3,000.00
b. Amy Morik	Advisor	\$3,000.00

TOTAL: \$6,000.00

- 38 that the Board approve payment to 8 counseling/support staff members to provide support for students' social emotional well-being during the Summer IMPACT Academy from July 06 through July 30, 2021, including professional development on July 01, 2021, 38 hours with students, 7 hours Professional Development, at a rate of \$50/hr not to exceed \$2,250.

<u>Name</u>	<u>Position</u>	<u>Stipend Amount (not to exceed)</u>
a. Colette Brantley	Counseling/support staff- Hawthorne	\$2,250.00
b. Angela Avery-Devlugt	Counseling/support staff - Lowell	\$2,250.00
c. Dannette Coston	Counseling/support staff - Whittier	\$2,250.00
d. Michael Smith	Counseling/support staff - BFMS	\$2,250.00
e. Javalda Powell	Counseling/support staff - BFMS	\$2,250.00
f. Robert Davis	Counseling/support staff - TJMS	\$2,250.00
g. Meredith Martino	Counseling/support staff - TJMS	\$2,250.00
h. Valerie Johnson	Counseling/support staff - TJMS	\$2,250.00
TOTAL:		\$18,000.00

- 39 that the Board approve the employment contract increase for Kimberly Edge, Lead Bus Driver, at a salary of \$48,000, for the 2021-2022 school year.
- 40 that the Board approve payment to Barbara Metzler, substitute general education teacher, to be employed on an as needed, per diem basis, on the Summer 2021 Child Study Team, from July 01, 2021 through August 31, 2021, at the rate of \$50 per hour, in an amount not to exceed \$5,000.
- 41 that the Board approve Brittany Butler, Home Programming Parent Training Therapist be employed on an as needed basis, a the rate of \$50 per hour for Student ID#101936 during the 2021-2022 school year.
- 42 that the Board approve Vanessa Lospalluto, LDTC/Child Study Team, as a Spanish Translator at the rate of \$50 per hour, max of 20 hours, for the 2021-2022 school year.
- 43 that the Board approve Elizabeth Bauer serving as IEP Direct Advisor at the rate of \$50 per hour, not to exceed \$5,000, for the 2021-2022 school year.

44 that the Board approve the following staff members serving as Child Study Team in July 2021 and August 2021, funded by the ESSER grant for 20 days at the rate of \$50 per hour, 7 hours per day not to exceed \$350 daily, not to exceed \$7,000 per month.

JULY 2021

- a. Amy Morik
- b. Christina Ramirez
- c. Aja Hanna
- d. Leana Barbosa

AUGUST 2021

- e. Maria Manning
- f. Yonit Malina
- g. Amy Morik

45 that the Board approve Kristine Thielman serving as Preschool/Elementary Child Study Team Coordinator for the 2021-2022 school year, commencing September 01, 2021 and ending June 30, 2022, stipend amount \$500 per month for 10 months, total stipend amount \$5,000.

46 that the Board approve Elizabeth Bauer serving as Secondary/Lead Child Study Team Coordinator for the 2021-2022 school year, commencing September 01, 2021 and ending June 30, 2022, stipend amount \$700 per month for 10 months, total stipend amount \$7,000.

47 that the Board approve Dr. Lottie M. Watson, the SCTG-LEA Project Director, to work during the summer months according to USDOE fiscal calendar for the SCTG-LEA (School Climate Transformation Grant), beginning July 01, 2021 through August 31, 2021. To be paid on the 15th and 30th of each month, not to exceed \$8,000 (\$4,000 per month/20 hours per month).
Account #20-427-200-100-57-15-0-0 (\$5,000) & #11-000-221-110-85-15-I-D (\$3,000)

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

<u>Staff Member</u>	<u>Title</u>	<u>Total Stipend Amount</u>
a. LeeAnn Newland	Marching Band Director	\$9,598.00
b. Luke Short	Marching Band Assistant	\$6,308.00
c. Christine Mayers	Majorettes-Twirlers	\$2,197.00
TOTAL:		\$18,103.00

49 that the Board approve the following Social Work interns, effective September 01, 2021 through June 30, 2022, pending medical clearance, criminal history review and proof of the COVID-19 Vaccination:

<u>Name</u>	<u>School</u>
-------------	---------------

- | | |
|-----------------|----------------------------|
| a. Deja Hutton | Rutgers University |
| b. Gina Hubbard | Montclair State University |

50 that the Board approve the following Bus Drivers from July 01, 2021-August 6, 2021:

- a. Kimberly Edge, 5 hours per day, at the rate of \$34.28 per hour, not to exceed \$3,640.50.
- b. Yesmin Hernandez, 5 hours per day, at the rate of \$27.15 per hour, not to exceed \$3,529.50.
- c. Farkisha Huffin, substitute, 5 hours per day, at the rate of \$22.86 per hour as needed, not to exceed \$2,971.80.

51 that the Board approve the following staff members to serve as Teacher Dean at Teaneck High School for the 2021-2022 school year, stipend not to exceed \$6,995 per the contract agreement between the Teaneck Township Education Association and the Board of Education:

- a. Susie Cipriano
- b. Natasha Green
- c. Gregory Cooper
- d. Jason McDonald

that the Board approve the following athletic coaches for the 2021-2022 school year, stipend in accordance with the TTEA contract, pending approval of 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. Fall Cheerleading	Head Coach	Atyana Hyatt	\$4,353.00
b. Cross Country	Head Coach	Brian Walker	\$5,661.00
c. Cross Country	Assistant	Joel Garcia	\$3,963.00
d. Cross Country BFMS	Head Coach	Patrick O'Connor	\$3,000.00
e. Cross Country TJMS	Head Coach	Danielle Lawlor	\$3,000.00
f. Boys Football	Head Coach	Samuel Griffin	\$10,191.00
g. Boys Football	Assistant	Rashad White	\$6,795.00
h. Boys Football	Assistant	Malik Lee	\$6,795.00
i. Boys Football	Assistant	James Evans	\$6,795.00
j. Boys Football	Assistant	Jamil Jacobs	\$3,395.50
k. Boys Football	Assistant	Calvin Harper	\$3,395.50
l. Boys Football	Volunteer	Vaughn McEachin	\$0.00
m. Boys Football	Volunteer	Kendall Daniels	\$0.00
n. Boys Soccer	Head Coach	Shaun Holder	\$7,927.00
o. Boys Soccer	Assistant	Daniel Corneal	\$5,661.00
p. Boys Soccer	Assistant	Andres DeCastro	\$5,661.00
q. Girls Soccer	Head Coach	Alexandra Cavallo	\$7,927.00
r. Girls Soccer	Assistant	Jared Meli	\$5,661.00
s. Girls Soccer	Assistant	Michael Moldovan	\$5,661.00
t. Girls Soccer	Volunteer	Cami Santacruz	\$0.00
u. Girls Soccer	Volunteer	Allison Costa	\$0.00
v. Girls Soccer	Volunteer	Michellin Ona	\$0.00
w. Girls Soccer	Volunteer	Marisol Fonseca	\$0.00
x. Girls Tennis	Head Coach	Stephanie Baer	\$5,661.00
y. Girls Tennis	Assistant	Matthew Green	\$3,963.00
z. Girls Volleyball	Head Coach	Jason McDonald	\$7,927.00
aa. Girls Volleyball	Assistant	Centryll Scott	\$5,661.00
bb. Girls Volleyball	Assistant	Jahaziel Valeriano	\$5,661.00
cc. Girls Volleyball	Assistant	Ashley Pryce	\$5,661.00
dd. Girls Volleyball	Volunteer	Tinisi Tidoe	\$0.00
ee. Girls Soccer BFMS	Head Coach	Angelina Cusack	\$3,000.00
ff. Soccer BFMS	Volunteer	Zainabu Conteh	\$0.00
gg. Boys Soccer BFMS	Head Coach	Jokeldy Hernandez	\$3,000.00
TOTAL:			\$136,376.00

53 that the Board approve Danny Gareri to coordinate Student Careers: Opportunities for Planning and Exploration program, during the 2021 Extended School Year. From June 21, 2021 through August 02, 2021, and off on July 05, 2021, not to exceed 100 hours at \$50 per hour, not to exceed \$5,000.

54 that the Board approve payment to the following substitute teachers, to be employed on an as needed basis, on the Summer 2021 Child Study Team, from July 01, 2021 through August 31, 2021, at the rate of \$50 per hour, in an amount not to exceed \$5,000.

- a. Michael DeAvila
- b. Christina Chopra
- c. Lydia Deruiter
- d. Amanda Detrick
- e. Jean McVerry
- f. Dana Orner
- g. Amanda Mahlstedt
- h. Sonia Apreda
- i. Carrie Williams
- j. Nadia Bermeo
- k. Claudia Califano

55 that the Board approve the following staff members to participate in planning for the District's Gifted and Talented Program effective July 01, 2021 through August 30, 2021 for 20 hours total at the contractual rate of \$50 per hour.

<u>Name</u>	<u>Position</u>	<u>Stipend Amount</u>
a. Jessie Gorant	TAG Teacher	\$1,000
b. Matt McMillan	TAG Teacher	\$1,000
c. Aretha Blake-Arroyo	TAG Teacher	\$1,000
d. Nina Lionetti	TAG Teacher	\$1,000
e. Amber Halpern	TAG Teacher	\$1,000

TOTAL: \$5,000

All motions approved under Personnel #1-56 minus #2d which was removed.

<i>Motion: S. Rappoport</i>	<i>Second: H. Clark</i>			
<i>Board Member</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
Mrs. Burns (Linda)	x			
Mr. Clark, Sr. (Harold)	x			
Mr. Cooper (Damen)	x		12,51	
Mrs. Fisher (Victoria)	x	28		
Ms. Gee (Danielle)	x			
Mrs. Rappoport (Sarah)	x			
Mr. Reiner (Gerald)	x	2a,3c,10,56b	1a,18	
Mr. Rodriguez (Sebastian)	x			

Ms. Sanders (Denise)	x			
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POLIC

Teaneck Board of Education

Section: Operations

8420. EMERGENCY AND CRISIS SITUATIONS (M)

Date Created: March 2012

Date Edited: March 2012

8420- EMERGENCY AND CRISIS SITUATIONS (M)

M

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 written plans and procedures 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, pupils, and their families.

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 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 crisis, 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.

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.

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. 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 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.

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

Adopted: 14 March 2012

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M

1643 FAMILY LEAVE

The Board of Education will provide family leave to staff members in accordance with the New Jersey Family Leave Act (NJFLA) and the Federal Family and Medical Leave Act (FMLA). These laws have similar and different provisions that provide different rights and obligations for a staff member and the Board.

If a staff member is eligible for leave for reasons recognized under both the FMLA and NJFLA, then the time taken shall run concurrently and be applied to both laws. The NJFLA provides twelve weeks leave in a twenty-four month period and the FMLA provides twelve weeks leave in a twelve month period

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

“Base Hours” means the hours of work for which a staff member receives compensation. Base hours shall include overtime hours for which a staff member is paid additional or overtime compensation, and hours for which a staff member receives workers’ compensation benefits. Base hours shall also include hours a staff member would have worked except for having been in military service. Base hours do not include hours for when a staff member receives other types of compensation, such as administrative, personal leave, vacation, or sick leave.

“Child” means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

“Eligible employee” means any individual employed by the same employer for twelve months or more, who has worked 1,000 or more base hours during the preceding twelve month period.



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“Employer” includes the State, any political subdivision thereof, and all public offices, agencies, boards, or bodies.

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to a staff member, and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

“Health care provider” means a duly licensed health care provider or other health care provider deemed appropriate by the Director of the Division on Civil Rights in the New Jersey Department of Law and Public Safety.

“Parent” means a person who is the biological parent, adoptive parent, foster parent, resource family parent, step-parent, parent-in-law, or legal guardian, having a “parent-child relationship” with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition which requires:

- a. Inpatient care in a hospital, hospice, or residential medical care facility; or
- b. Continuing medical treatment or continuing supervision by a health care provider.

As used in the definition of a serious health condition, “continuing medical treatment or continuing supervision by a health care provider” means:

- a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious



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health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

- (1) Treatment two or more times by a health care provider; or
 - (2) Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;
- b. Any period of incapacity due to pregnancy, or for prenatal care;
 - c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
 - d. A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke, or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or
 - e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

“Spouse” means a person to whom a staff member is lawfully married as defined by New Jersey law.



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“State of emergency” means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

2. Reasons for NJFLA Leave

a. A staff member may take NJFLA leave to provide care made necessary by reason of:

- (1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;
- (2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;
- (3) The serious health condition of a family member of the staff member; or
- (4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:
 - (a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;



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- (b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or
- (c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.

3. Staff Member Eligibility

- a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be unpaid with benefits subject to contributions required to be made by the staff member.
- b. A staff member is eligible for NJFLA leave if a staff member is employed by the same Board for twelve months or more, and has worked 1,000 or more base hours during the preceding twelve month period.



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- c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be

[Select one option]

- _____ the calendar year.
- _____ any fixed “leave year,” such as a fiscal year or a year starting on a staff member's “anniversary date”.
- _____ the twenty-four month period measured forward from the date any staff member's first leave under NJFLA begins.
- _____ a “rolling” twenty-four month period measured backward from the date a staff member uses any leave under NJFLA. **(Recommended)**
- d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.
- (1) If the Board transitions to another method, the Board is required to give at least sixty days’ notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.
- e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.
- f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.



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- (1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.

4. Types of NJFLA Leave

- a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.

- (1) Staff members must provide the Board written notice after submitting oral notice in emergent circumstances.

- b. Consecutive NJFLA leave is NJFLA leave that is taken without interruption based upon a staff member's regular work schedule and does not include breaks in employment in which a staff member is not regularly scheduled to work.

- (1) A staff member must provide the Board with notice of consecutive NJFLA leave no later than thirty days prior to the commencement of consecutive NJFLA leave, except where emergent circumstances warrant shorter notice.

- (2) A staff member shall provide the Board with certification pursuant to A.5. below.

- c. Intermittent NJFLA leave is NJFLA leave due to a single qualifying reason, taken in separate periods of time, broken up by periods in which the staff member returns to work.



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- (1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.
 - (a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLI benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.
 - (b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the Board and, if possible, provide the Board, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken.
 - (c) A staff member shall provide the Board with certification for intermittent NJFLA leave pursuant to A.5.b. below.
- (2) The staff member is entitled to take intermittent NJFLA leave for the serious health condition of a family member of the staff member when medically necessary if:



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- (a) The total time which the intermittent NJFLA leave is taken does not exceed twelve months if taken in connection with a single serious health condition. If the intermittent NJFLA leave is taken in connection with more than one serious health condition, the intermittent NJFLA leave must be taken within a consecutive twenty-four month period or until such time the twelve week NJFLA leave is exhausted, whichever is shorter;
- (b) The staff member provides the Board with prior notice of not less than fifteen calendar days before the first day on which benefits are paid for the intermittent NJFLA leave.
 - (i) The staff member may provide notice less than fifteen days prior to the intermittent NJFLA leave if an emergency or other unforeseen circumstance precludes prior notice;
- (c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and
- (d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.



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- (3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:
 - (a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;
 - (b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and
 - (c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.
- (4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:
 - (a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;



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- (b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;
 - (c) A staff member shall make a reasonable effort to schedule intermittent NJFLA leave on a reduced leave schedule so as not to disrupt unduly the operations of the school district. A staff member shall provide the school district with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and
 - (d) A staff member must provide the Board with a copy of the certification outlined in A.5.c. below.
- d. NJFLA leave taken because of the birth or placement for adoption of a child of the staff member may commence at any time within a year after the date of the foster care placement, birth, or placement for adoption.
- e. A staff member shall not, during any period of NJFLA leave, perform services on a full-time basis for any person for whom a staff member did not provide those services immediately prior to commencement of the NJFLA leave.
 - (1) A staff member on NJFLA leave may not engage in other full-time employment during the term of the NJFLA leave, unless such employment commenced prior to the NJFLA leave and is not otherwise prohibited by law.



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- (2) During the term of NJFLA leave a staff member may commence part-time employment which shall not exceed half the regularly scheduled hours worked for the Board from whom a staff member requested NJFLA leave. A staff member may continue part-time employment which commenced prior to a staff member's NJFLA leave, at the same number of hours that a staff member was regularly scheduled prior to such NJFLA leave.
- (3) The Board may not maintain a policy or practice which prohibits part-time employment during the course of a NJFLA leave.

5. Certification

- a. The Board shall require a staff member who requests NJFLA leave to sign a form of certification established by the Board attesting that such staff member is taking NJFLA leave in accordance with the law.
 - (1) The Board may not require a staff member to sign or otherwise submit a form of certification attesting to additional facts, including a staff member's eligibility for NJFLA leave.
 - (2) The Board may subject a staff member to reasonable disciplinary measures, depending on the circumstances, when a staff member intentionally misrepresents the reason that such staff member is taking NJFLA leave.
 - (3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to sign the certification established by the Board may be denied the requested NJFLA leave.



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- (4) The Board requires that any period of NJFLA leave be supported by certification issued by a health care provider.
- b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.
- c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:
 - (1) The date, if known, on which the serious health condition commenced;
 - (2) The probable duration of the condition;
 - (3) The medical facts within the knowledge of the provider of the certification regarding the condition;
 - (4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the “Family Leave Act,” P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;
 - (5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;



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- (6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and
 - (7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.
- d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.
- e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:
 - (1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;



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- (2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or
 - (3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.
- f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.
- 6. Denial or Exemption of NJFLA Leave
 - a. Denial of NJFLA Leave
 - (1) The Board may deny NJFLA leave to a staff member if:



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(a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;

(b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and

(c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.

(2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.

(3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.

7. Reinstatement from NJFLA Leave

a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.



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- b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.

8. Notice to Staff Members

- a. The Board shall display the official Family Leave Act poster of the Division on Civil Rights in the New Jersey Department of Law and Public Safety (Division) in accordance with N.J.A.C. 13:8-2.2. The poster is available for printing from the Division's website.
- b. Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to N.J.A.C. 13:14-1.14.

9. Local Board of Education Practices

- a. Accrued Paid NJFLA Leave
 - (1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.
 - (a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.



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b. Multiple Leaves of Absence

- (1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.

10. New Jersey Family Leave Insurance Program (NJFLI)

- a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.
- b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.
- c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.



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- d. A printed notification of staff members' rights relative to the receipt of benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.
- e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.
 - (1) The written notification may be transmitted to the staff member in electronic form.
 - (2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

"Covered Employer" means any public or private elementary or secondary school(s) regardless of the number of employees employed.

"Employee" means a staff member eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

"Hours of Service" means hours actually worked by the employee. It does not mean hours paid. Thus, non-working time – such as vacations, holidays, furloughs, sick leave, or other time-off (paid or otherwise) – does not count for purposes of calculating FMLA eligibility for the employee.

"Parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to a staff member when a staff member has a son or daughter as defined below. This term does not include parents "in law."



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“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider. “Serious health condition” may include treatment of substance abuse pursuant to 29 CFR §825.119.

“Son” or “daughter” means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

“Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage.

“Week” or “Workweek” means the number of days a staff member normally works each calendar week.

2. Qualifying Reasons for FMLA Leave

- a. A staff member may take FMLA leave to provide care made necessary:
 - (1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;
 - (2) For the placement of a son or daughter with a staff member for adoption or foster care;
 - (3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;



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- (4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.
 - b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.
 - c. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster care shall expire at the end of the twelve month period beginning on the date of such birth or placement.
- 3. Staff Member Eligibility
 - a. A staff member is eligible for up to twelve weeks of FMLA leave in a twelve month period.
 - b. A staff member shall become eligible for FMLA leave after the staff member has been employed at least twelve months by the Board and employed for at least 1,250 hours of service during the twelve month period immediately preceding the commencement of the FMLA leave.
 - (1) The twelve months a staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b).
 - (2) The minimum 1,250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785.
 - (3) The Board shall not provide pay for FMLA leave.



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- c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be

[Select one option

- _____ the calendar year.
- _____ a school year.
- _____ a staff member's employment anniversary date.
- _____ the twelve month period measured forward from when a staff member's first FMLA leave begins.
- _____ a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave.
(Recommended)]

- d. Pursuant to 29 CFR §825.201, a husband and wife both employed by the Board are limited to a combined total of twelve weeks of FMLA leave during the twelve month period if the FMLA leave is taken for the birth of a son or daughter of a staff member or to care for such son or daughter after birth; for placement of a son or daughter with a staff member for adoption or foster care or in order to care for the son or daughter after placement; or to care for a staff member's parent with a serious health condition.

4. Types of FMLA leave

- a. Continuous FMLA leave is taken by staff members for a continuous period of time. Such FMLA leave is not broken up by a period of work and is continuous when a staff member is absent for three consecutive working days or more. Continuous FMLA leave may be taken for any qualifying reason.



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- b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced FMLA leave schedule is a FMLA leave schedule that reduces a staff member's usual number of working hours per workweek, or hours per workday. A reduced FMLA leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.
 - (1) Intermittent or reduced FMLA leave may be taken for the following qualifying reasons:
 - (a) For the serious health condition of the staff member or to care for a parent, son, or daughter with a serious health condition.
 - (i) For intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule taken for the reason outlined in B.4.b.(1)(a) above there must be a medical need for FMLA leave and it must be that such medical need can be best accommodated through an intermittent or reduced FMLA leave schedule.
 - (ii) The treatment regimen and other information described in the certification of a serious health condition and in the certification of a serious injury or illness, shall address the medical necessity of intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule.



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- (iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.
- (b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.
- (c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.
- (d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.
- (e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.
 - (i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.



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- (2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.
- (3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.
 - (a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.
 - (b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

5. Staff Member Notice Requirements

- a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.



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- (1) If thirty days is not practical, a staff member must provide notice “as soon as practicable” which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.
- (2) Where it is not possible to give as much as thirty days’ notice, “as soon as practical” ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes known to a staff member.
- (3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.
- (4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.
 - (a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.
- (5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.



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- (a) A staff member and the Board shall attempt to work out a schedule for such FMLA leave that meets a staff member's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider.
- (6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.
- b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.
 - (1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.
 - (2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.
- 6. Outside Employment During FMLA Leave
 - a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.
 - (1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.



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- (2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.

7. “Instructional Employees” Exceptions for FMLA Leave

- a. “Instructional Employees” are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.
 - (1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.
 - (2) For purposes of this Policy “Instructional Employees” shall be referred to as “Instructional Staff Members”.
- b. “Semester” means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.
- c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.



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- d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:
 - (1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.
- e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.
- f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
 - (1) The FMLA leave will last three weeks; and
 - (2) A staff member would return to work during the three-week period before the end of the semester.



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- g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
 - (1) The FMLA leave will last more than two weeks; and
 - (2) The staff member would return to work during the two week period before the end of the semester.
- h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if the FMLA leave will last more than five working days.
- i. An example of FMLA leave falling within the situations outlines in B.7.f., B.7.g., and B.7.h. above:
 - (1) If a staff member plans two weeks of FMLA leave to care for a family member which will begin three weeks before the end of the term, the Board could require a staff member to stay out on FMLA leave until the end of the term.
- j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.
- k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:



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- (1) The Board shall be required to maintain a staff member's group health insurance; and
- (2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.

8. FMLA Leave Related to Military Service

- a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.
- b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:
 - (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.
- c. Military caregiver FMLA leave provides care for a covered servicemember with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:
 - (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.



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9. Verification

- a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.
 - (1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.
- b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.
 - (1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.
 - (2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.
- c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:



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- (1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
- (2) The approximate date on which the serious health condition commenced, and its probable duration;
- (3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.
 - (a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;
- (4) If a staff member is the patient, information sufficient to establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;
- (5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;
- (6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition, information sufficient to establish the medical



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necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;

- (7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the frequency and duration of the episodes of incapacity; and
 - (8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.
- d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.
- (1) It is a staff member's responsibility to provide the Board with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.
- e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.



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- (1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Board.
 - f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.
- 10. Reinstatement Following FMLA Leave
 - a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
 - (1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.
 - (2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms and conditions of employment does not extend to de minimis, intangible, or unmeasurable aspects of the job.
 - b. Denial of Reinstatement
 - (1) A staff member has no greater right to reinstatement or to other benefits and conditions of employment that if a staff member had been continuously employed during the FMLA leave period.



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- (a) The Board must be able to show that a staff member would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.
- (2) The Board may deny job restoration to “key employees”, if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Board.
 - (a) A “key employee” is a salaried FMLA-eligible staff member who is among the highest paid ten percent of all staff members employed by the Board within seventy-five miles of a staff member's worksite.
- (3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers’ compensation, a staff member has no right to restoration to another position under the FMLA.
 - (a) The Board’s obligation may; however, be governed by the Americans with Disabilities Act, State leave law, or workers’ compensation laws.
- (4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.



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c. Intent to Return to Work

- (1) The Board may require a staff member on FMLA leave to report periodically on a staff member's status and intent to return to work.

d. Fitness for Duty Certification

- (1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.
- (2) A staff member has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process.

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

- (1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.
 - (a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.



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- (b) The poster and the text will be large enough to be easily read and contain fully legible text.
 - (c) Electronic posting is sufficient to meet this posting requirement as long as it otherwise meets the requirements of B.11.
 - (2) The Board shall also provide this general notice to each staff member by including the notice in staff members' handbooks or other written guidance to staff members concerning staff member benefits or FMLA leave rights, if such written materials exist, or by distributing a copy of the general notice to each new staff member upon hiring. In either case, distribution may be accomplished electronically.
 - (3) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to 29 CFR §825 et seq.
- b. Eligibility Notice
 - (1) When a staff member requests FMLA leave, or when the Board acquires knowledge that a staff member's FMLA leave may be for an FMLA-qualifying reason, the Board must notify the staff member of the staff member's eligibility to take FMLA leave within five business days, absent extenuating circumstances.
- c. Designation Notice
 - (1) The Board is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to a staff member. The Board must notify a staff member whether the leave will be designated and will be counted as FMLA leave within five business days absent extenuating circumstances.



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- (2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.

12. Local Board of Education Practices

a. Substitution of Paid Leave

- (1) Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable.

b. Maintenance of Staff Member Benefits

- (1) The Board must maintain a staff member's coverage under any group health plan on the same conditions as coverage would have been provided if a staff member had been continuously employed during the entire FMLA leave period.

C. Shared Provisions

1. Interference with Family Leave Rights

The NJFLA and the FMLA prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the NJFLA and the FMLA nor discouraged from the use of family leave.



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2. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend a staff member's employment beyond the expiration of his/her employment contract.

3. Record Keeping

The Superintendent or designee shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave so a staff member's entitlement to NJFLA leave and FMLA leave can be properly determined.

4. Processing of Complaints

a. New Jersey Family Leave Act

- (1) Any complaint alleging a violation of the NJFLA shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

b. Federal Family and Medical Leave Act (FMLA)

- (1) If there is a dispute between the Board and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the Superintendent or designee. Such discussions and the decision shall be documented by the Superintendent or designee.
- (2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.



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Family Leave

- (3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

29 CFR §825 et seq.

29 CFR §785

N.J.S.A. 10:5-1;

N.J.S.A. 34:11B et seq.

N.J.A.C. 13:14-1 et seq.

Adopted:



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M

0164 CONDUCT OF BOARD MEETING

Parliamentary Authority

Roberts' Rules of Order, Newly Revised, shall govern the Board of Education in its deliberations and acts in all cases in which it is not inconsistent with statutes of the State of New Jersey, rules of the State Board of Education, or these bylaws.

Presiding Officer

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice President shall act in his/her place; if neither person is present, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

Announcement of Adequate Notice

The person presiding shall commence each meeting with an announcement of the notice given for the meeting or a statement regarding the lack of adequate notice, in accordance with law.

Agenda

The Superintendent shall prepare an agenda of items of business to come before the Board at each meeting. The agenda shall be delivered to each Board member no later than two days before the meeting and shall include such reports and supplementary materials as are appropriate and available.

The order of business shall be as follows:

1. Call to order;
2. Flag salute;
3. Presiding officer's meeting notice statement;
4. Roll call;
5. Superintendent's report;
6. Board committee reports; ~~Petitions or communications~~;
7. Public participation on matters of general concern and business agenda resolution ~~motions~~;



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Conduct of Board Meeting

8. Board discussion of business agenda ~~before voting begins~~ and formal action ~~on business agenda~~;
9. When necessary, enter Executive Session ~~Public participation on other than business agenda actions~~;
10. Adjournment. Legal counsel report (quarterly);
11. ~~Committee reports~~
12. ~~Unfinished business~~;
13. ~~New business~~;
14. ~~Adjournment.~~

N.J.S.A. 10:4-10

N.J.S.A. 18A:16-1.1

Adopted:



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Religion in the Schools

2270 RELIGION IN THE SCHOOLS

The Board of Education recognizes that religious belief and disbelief are matters of personal conviction rather than governmental authority and the students of this district are protected by the First Amendment of the United States Constitution and by Article I, Paragraph 4 of the New Jersey State Constitution from the establishment of religion in the schools. **The First Amendment requires public school officials will to show be neutral in their treatment of religion in the school district, showing** neither favoritism toward nor hostility against religious expression **such as prayer.** Accordingly, ~~devotional exercises will be permitted in this district.~~

The United States Department of Education's Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools (USDOE Guidance) provides information on the current state of the law concerning religious expression in public schools.

The following activities **as outlined in the USDOE Guidance** will be permitted **upon applying the governing constitutional principles in particular contexts related to:** ~~in the school district provided the activity is consistent with current United States Supreme Court decisions regarding the relationship between government and religion:~~ prayer during **non-instructional time**; organized prayer groups and activities; **teachers, administrators, and other school employees' activities; moments of silence; accommodations for prayer during instructional time;** ~~religious expression and~~ prayer in classroom assignments; student assemblies and ~~extra-curricular~~ **noncurricular** events; prayer at graduation; **and/or** baccalaureate ceremonies; ~~devotional exercises and other prayer and/or religion related activities.~~

The following activities **as outlined in the USDOE Guidance** will be permitted **upon applying the governing constitutional principles in particular contexts related to religious expression:** religious literature; teaching about religion; student dress codes and policies; and/or religious excusals. The school district will not permit an activity if the activity advances or inhibits any particular religious expression that is protected by the First Amendment of the United States Constitution.



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Religion in the Schools

The Equal Access Act, 20 U.S.C. Section 4071, is designed to ensure that student religious activities are afforded the same access to Federally funded public secondary school facilities as are student secular activities. The United States Department of Justice has developed guidance for interpreting the Equal Access Act's requirements outlined in the USDOE Guidance in the area of general provisions, prayer service and worship exercises, means of publicized meetings, lunch-time and recess, and leadership of religious student groups.

~~The Board believes that an understanding of religions and the contributions that religion has made to the advancement of civilization is essential to the thorough education of young people and to their appreciation of a pluralistic society. To that end, the curriculum may be developed to include, as appropriate to the various ages and attainments of the students, instruction about the religions of the world.~~

~~The Board also acknowledges the degree to which a religious consciousness has enriched the arts, literature, music, and issues of morality. The instructional and resource materials approved for use in the schools of this district frequently contain religious references or concern moral issues that have traditionally been the focus of religious concern. That such materials may, therefore, be religious in nature shall not, by itself, bar their use by the district. The Board directs that teaching staff members employing such materials be neutral in their approach and avoid using them to advance or inhibit religion in any way.~~

~~The Board recognizes that religious traditions vary in their perceptions and doctrines regarding the natural world and its processes. The curriculum is chosen for its place in the thorough and efficient education of the children of this district, not for its conformity to religious principles. Students should receive unbiased instruction in the schools so that they may privately accept or reject the knowledge so gained in accordance with their own religious tenets.~~



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Religion in the Schools

Any issues regarding religion in the schools and the provisions of this Policy shall be referred to the Superintendent of Schools who may consult with the Board Attorney.

U.S. Const. Amend. 1

The Equal Access Act, 20 U.S.C. Section 4071

U.S. Department of Education - Guidance on Constitutionally Protected
Prayer in Public Elementary and Secondary Schools – ~~February 7, 2003~~

January 16, 2020

N.J. Const. (1947) Art. 1, para. 4

N.J.S.A. 18A:35-4.6 et seq.; 18A:36-16

Adopted:



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Title I – Fiscal Responsibilities

M

2415.02 TITLE I – FISCAL RESPONSIBILITIES

The _____ Board of Education will comply with the requirements of the Elementary and Secondary Education Act (**ESEA**) of 1965 (20 U.S.C. 2701 et seq.) as amended by the **Every Student Succeeds Act (ESSA)** ~~No Child Left Behind Act of 2001~~.

Maintenance of Effort

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the **ESSA** ~~No Child Left Behind Act of 2001, §1120A(a)~~, the _____ Board of Education will maintain **either** a combined fiscal effort per student; or aggregate expenditures; of State and local funds with respect to the provision of the free public education **by** ~~in~~ the Local Education Agency (LEA) for the preceding fiscal year that is not less than ninety percent of the combined fiscal effort per student; or the aggregate expenditures; for the second preceding fiscal year.

Comparability with Multiple Schools

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the **ESSA** ~~No Child Left Behind Act of 2001, §1120A(e)~~, the _____ Board of Education directs the Superintendent to assign teachers, administrators, and auxiliary personnel to the schools in such a way that the equivalence of personnel is ensured among schools. **The school district will ensure that State and local funds are used to provide comparable services for Title I and non-Title I schools.**

Comparability of Materials and Supplies

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the **ESSA** ~~No Child Left Behind Act of 2001, §1120A(e)~~, the _____ Board of Education directs the Superintendent to distribute curriculum materials and instructional supplies to the schools in such a way that the equivalence of such material is ensured among schools.



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Title I – Fiscal Responsibilities

Supplement, Not Supplant

Grant funds provided under Federal programs, including the ESEA as amended by the ESSA, shall supplement, not supplant the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs assisted under the ESEA as amended by the ESSA.

~~No Child Left Behind Act of 2001, §1120A~~

Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Adopted:



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Student Surveys, Analysis, and/or
Evaluations
M

2415.05 STUDENT SURVEYS, ANALYSIS, AND/OR EVALUATIONS

The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. §1232h; 34 CFR Part 98) applies to school districts that receive funding from the United States Department of Education.

Consent

PPRA requires written consent from parents/~~legal guardians~~ **of unemancipated minor students** and students who are eighteen years old or emancipated minor students before **such minor** students are required to participate in a survey, analysis, or evaluation funded in whole or in part by a program of the United States Department of Education that concerns one or more of the following ~~nine~~ areas referred to as “protected information surveys”:

1. Political affiliations or beliefs of the student or student’s parent;
2. Mental or psychological problems of the student or student’s family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged or analogous relationships, such as with lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the student or parents;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program); or
9. Social security number.



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Student Surveys, Analysis, and/or
Evaluations

This consent requirement also applies to the collection, disclosure or use of student information for marketing purposes, referred to as “marketing surveys”, and for certain physical examinations and screenings.

“Opt a Student Out” Notice

The parents **of unemancipated minor students** and ~~eligible~~ **students** who are eighteen years old or emancipated minor students will be provided an opportunity to opt ~~a student~~ out of participating in:

1. The collection, disclosure, or use of personal information obtained from students for marketing, to sell, or otherwise distribute information to others;
2. The administration of any other “protected information survey” not funded in whole or in part by the United States Department of Education; and
3. Any non-emergency, invasive physical examination required as a condition of attendance, administered by the school district or its agents, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, scoliosis screenings, or any physical examination or screening permitted or required under State law.

Inspection

The parents **of unemancipated minor students** and ~~eligible~~ **students who are eighteen years old or emancipated minor students**, upon request and before administration or use, have the right to inspect:

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.



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Student Surveys, Analysis, and/or
Evaluations

The **Superintendent or designee** _____ shall be responsible for obtaining the consent, annual direct notification to parents and eligible students at the start of each school year and after any substantive changes of the “opt a student out” rights, and the inspection rights provisions of PPRA and this Policy. The “opt a student out” notice shall include any specific or approximate dates of the activities eligible for a student to “opt out.”

PPRA Consent/Opt Out Violations

Parents or students who believe their rights under PPRA may have been violated may file a complaint with United States Department of Education.

The Protection of Pupil Rights Amendment (PPRA)
(20 U.S.C. §1232h; 34 CFR Part 98)

~~No Child Left Behind Act of 2001, Title X, Part F, §1061~~

Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Adopted:



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Every Student Succeeds Act

~~No Child Left Behind~~ Complaints

M

2415.20 EVERY STUDENT SUCCEEDS ACT NO CHILD LEFT BEHIND COMPLAINTS

~~Pursuant to 20 USC 7844, Sec 9304 (a)(3)(C), of the No Child Left Behind Act of 2001 (NCLB),~~ **The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA).** Aa Board of Education shall adopt a policy and written procedures **for resolving a written complaint presented by an individual or organization that alleges that offer** ~~parent(s) or legal guardian(s), public agencies, other individuals, or organizations~~ **a method for receipt and resolution of complaints alleging** violations in the administration of the **ESSA NCLB** programs as identified by the New Jersey Department of Education (NJDOE).

Policy and Regulation 2415.20 set forth the requirements for resolving complaints presented by any individual or organization that:

1. A school, school district, other agency authorized by the school district, or by the NJDOE violated the administration of education programs **authorized required** by the ~~Elementary and Secondary Education Act ESEA~~ as amended by **the ESSA NCLB**; and/or
2. The NJDOE violated the administration of education programs required by the ~~ESEA Elementary and Secondary Education Act~~ as amended by the **ESSA NCLB**.

Complaints regarding nonpublic school officials alleging school district noncompliance must pertain to at least one of the following three specific reasons:

1. **The school district did not engage in consultation that was meaningful and timely;**
2. **The school district did not give due consideration to the views of the nonpublic school officials; or**



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Every Student Succeeds Act
~~No Child Left Behind~~ Complaints

3. **The school district did not make a decision that treats the nonpublic school or its students equitable and in accordance with ESEA Section 1117 or Section 8501.**

A ~~€~~complaint shall be a written **and must identify, at a minimum, the alleged ESEA violation; a description of previous steps taken to resolve the matter; allegation that shall identify the alleged NCLB violation, the facts supporting the alleged violation as understood by the complainant at the time of submission;** and any supporting documentation.

A ~~€~~complaint alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program must be submitted to the _____ **(district administrator responsible for ESSA NCLB compliance).** The _____ **(district administrator responsible for ESSA NCLB compliance)** shall be responsible to coordinate the investigation of the ~~€~~complaint. The _____ **(district administrator responsible for ESSA NCLB compliance)** shall submit a written report regarding the outcome of the investigation to the complainant.

If the complainant is not satisfied with the outcome of the investigation **by the school district,** the complainant **must submit a written complaint** ~~may initiate a Complaint by submitting a written Complaint to the NJDOE to the attention of the Executive County Superintendent for the county where the school district is located.~~ **This process does not apply to alleged violations concerning participation of nonpublic school children.**

The **Executive** County Superintendent will coordinate the investigation of a ~~€~~complaint. When the investigation is complete, the **Executive** County Superintendent will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the **Executive County Superintendent will identify and impose the appropriate consequences or corrective action in accordance with statute and/or regulation to resolve the complaint.** ~~Assistant Commissioner assigned to oversee the matter shall identify and impose appropriate consequences or corrective actions as required by regulation to resolve the Complaint.~~ If the complainant **is not satisfied with the determination that is made by the Executive County Superintendent** ~~does not agree with the NJDOE's decision,~~



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Every Student Succeeds Act

~~No Child Left Behind~~ Complaints

the complainant may **submit a written request for review of that determination to the Assistant Commissioner** ~~appeal to the United States Department of Education Secretary.~~

A ~~€~~complaint alleging the NJDOE violated the administration of a program must be submitted to the **designated** New Jersey Department of Education **Assistant Commissioner** ~~Chief of Staff or the United States Department of Education Secretary.~~ The NJDOE requests the complainant first contact the New Jersey Department of Education Chief of Staff to resolve the issue. The **appropriate** NJDOE Office **assigned by the Assistant Commissioner** ~~of Strategic Initiatives and Accountability~~ will coordinate the investigation of a ~~€~~complaint. When the investigation is complete, the **Assistant Commissioner** ~~Chief of Staff~~ will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the **Assistant Commissioner** ~~Chief of Staff~~ **shall will identify and impose the** ~~identify and impose~~ appropriate consequences or corrective actions as required by **statute and/or** regulation to resolve the ~~€~~complaint.

If a complainant does not agree with the NJDOE's decision, the complainant may appeal to the **Secretary of the** United States Department of Education ~~Secretary.~~

To initiate a complaint regarding participation of nonpublic school children, a complainant must submit a written complaint to the NJDOE Nonpublic Ombudsman in accordance with NJDOE procedures.

New Jersey Department of Education ~~1/26/07 Memorandum — No Child Left Behind~~ **Elementary and Secondary Education Act (ESEA) Complaint Policy and Procedure**

Adopted:



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~~Practice and Pre-Season Heat Acclimation for~~
~~School-Sponsored Athletics and Extra-Curricular Activities~~
Heat Participation Policy for Student-Athlete Safety
M

2431.3 ~~PRACTICE AND PRE-SEASON HEAT ACCLIMATION FOR~~
~~SCHOOL-SPONSORED ATHLETICS AND EXTRA-CURRICULAR~~
~~ACTIVITIES~~

HEAT PARTICIPATION POLICY FOR STUDENT-ATHLETE SAFETY

The Board of Education adopts this Policy as a measure to protect the safety, health, and welfare of students participating in school-sponsored athletic programs and extra-curricular activities. The Board believes practice and pre-season heat participation guidelines for students will minimize injury and enhance a student's health, performance, and well-being.

In accordance with the provisions of N.J.S.A. 18A:11-3.10, a school district which is a member of any voluntary association, pursuant to N.J.S.A. 18A:11-3, which oversees activities associated with Statewide interscholastic sports programs shall adopt and implement the most current "Heat Participation Policy" required by the New Jersey State Interscholastic Athletic Association (NJSIAA) for conducting practice or games in all sports during times of high heat or humidity.

The NJSIAA Policy shall address:

1. The scheduling of practice or games during times of various heat and humidity levels;
2. The ratio of time devoted to workouts to time allotted for rest and hydration during various heat and humidity levels; and
3. The heat and humidity levels at which practice or games will be canceled.

The guidelines included in the NJSIAA Heat Participation Policy shall provide a default Policy to those responsible or sharing duties for making decisions concerning the implementation of modifications or cancellation of practices or games based on the presence of heat and humidity.



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~~Practice and Pre-Season Heat Acclimation for
School-Sponsored Athletics and Extra-Curricular Activities~~
Heat Participation Policy for Student-Athlete Safety

The Board of Education shall purchase a WetBulb Globe Temperature (WBGT) tool to measure the heat stress in direct sunlight at the practice or game site. Heat stress consists of temperature, humidity, wind speed, the angle of the sun, and cloud coverage.

The Board of Education shall adopt and implement the provisions of the NJSIAA Heat Participation Policy concerning the frequency and recording of WBGT measurements.

The provisions and requirements of this Policy and of the NJSIAA current Heat Participation Policy, which shall be utilized in conjunction with the current NJSIAA Pre-Season Heat Acclimatization Policy, shall be carried out by the Athletic Trainer, certified designee, or individual as appointed by the school staff member designated by the Superintendent to supervise athletics, which may include a coach or individual responsible for sharing duties for making decisions concerning the implementation of modifications or cancellation of practices and games based on WBGT measurements.

A copy of this Policy and NJSIAA's current Heat Participation Policy and Pre-Season Heat Acclimatization Policy shall be provided to each coach, as appropriate, and reviewed with all coaches by the Principal or designee which may include, but not be limited to, the Athletic Trainer or staff member supervising athletics as designated by the Superintendent prior to the first practice session of the season for each team. The Superintendent shall designate the staff member responsible to ensure compliance with this Policy and NJSIAA's current Heat Participation Policy and Pre-Season Heat Acclimatization Policy.

This Policy and the requirements outlined in this Policy shall apply to all student-athletes in grades nine through twelve participating in Statewide high school interscholastic athletic programs.



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~~Practice and Pre-Season Heat Acclimation for
School-Sponsored Athletics and Extra-Curricular Activities~~
Heat Participation Policy for Student-Athlete Safety

[Option

The school district will implement provisions of this Policy as determined by the Superintendent or designee for student-athletes participating in athletic programs other than students in grades nine through twelve to include students in grades ____ through ____.]

N.J.S.A.18A:11-3.10

New Jersey State Interscholastic Athletic Association Heat Participation
Policy and Pre-Season Heat Acclimatization Policy

Adopted:



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Administration of Medical **Cannabis Marijuana**
M

5330.01 ADMINISTRATION OF MEDICAL CANNABIS MARIJUANA

The Board of Education, in accordance with the requirements of N.J.S.A. 18A:40-12.22, must adopt a Policy authorizing parents, ~~guardians,~~ and **primary designated caregiver(s)** to administer medical **cannabis marijuana** to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event. The parent of a qualifying student patient requesting the administration of medical **cannabis marijuana** to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and Policy and Regulation 5330.01.

A student enrolled in the school district must be authorized to engage in the medical use of **cannabis pursuant to N.J.S.A. 24:6I-1 et seq. and that the parent or designated caregiver be authorized to assist the student with the medical use of cannabis pursuant to N.J.S.A. 24:6I-1 et seq.** ~~marijuana and the primary caregiver, who may be the parent, must be authorized to administer medical marijuana to a qualifying student patient in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq.~~ The student and the **designated** primary caregiver(s) must complete ~~the registration process to~~ **registration with the Cannabis Regulatory Commission** ~~obtain a Registry Identification Card from the New Jersey Department of Health in accordance with the requirements of N.J.S.A. 24:6I-4.~~

The parent of the student authorized to engage in the medical use of **cannabis marijuana** must submit a written request with supporting documentation to the Principal requesting approval to have a **designated primary caregiver(s)** assist in the administration of medical **cannabis marijuana** to the **qualifying student patient** while on school grounds, aboard a school bus, or attending a school-sponsored event. The Principal, in consultation with the school nurse, the school physician, and the Superintendent of Schools, will review each request and upon approval will inform the parent in writing of the approval with details for the administration of medical **cannabis marijuana** to the qualifying student patient. The medical use of **cannabis marijuana** by a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event will only be authorized after the written approval from the Principal is provided to the parent.



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Administration of Medical **Cannabis Marijuana**

Medical **cannabis marijuana** may only be administered to the qualifying student patient while the student is on school grounds, aboard a school bus, or attending a school-sponsored event by the **designated primary** caregiver(s) in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. The prescribed medical **cannabis marijuana** must be in the possession of the **designated primary** caregiver(s) at all times, except during the administration process. The **designated primary** caregiver(s) shall comply with the requirements of the Principal's written approval for the administration of medical **cannabis marijuana** to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

All health records related to the administration of medical **cannabis marijuana** to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event shall be maintained in accordance with the requirements of N.J.A.C. 6A:16-2.4 and N.J.A.C. 6A:32-7.4.

No person shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for simply being in the presence or vicinity of the medical use of **cannabis marijuana** as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22. No custodial parent, ~~guardian~~, or person who has legal custody of a qualifying student patient who is a minor shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for assisting the minor in the medical use of **cannabis marijuana** as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22.

N.J.S.A. 18A:40-12.22

N.J.S.A. 24:6I-1 et seq.

N.J.A.C. 6A:16-2.4; 6A:32-7.4

Adopted:



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Student Suicide Prevention

5350 STUDENT SUICIDE PREVENTION

The Board of Education recognizes that depression and self-destruction are problems of increasing severity among children and adolescents. A student under severe stress cannot benefit fully from the educational program and may pose a threat to himself or herself or others.

The Board directs all school personnel to be alert to the student who exhibits behavioral warning signs of potential self-destruction or who threatens or attempts suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness and reported immediately to the Building Principal/Assistant Principal or designee, who shall notify the student's parent and other professional staff members in accordance with administrative regulations. Immediate action is required regardless of time or day of week, including evenings, weekends and holidays.

A potentially suicidal student shall be referred to ~~a social worker, psychologist or other appropriate personnel~~ the pre-appointed Intervention Team (team is defined as no fewer than two individuals meeting with the student at risk) for evaluation and/or recommendation for independent medical or psychiatric services. The principal may appoint staff to an intervention team (including but not limited to School Psychologist, School Social Worker, School Counselor, Student Assistance Coordinator (SAC), Nurse). In the event that the parent objects to the recommended evaluation or indicates an unwillingness to cooperate in the best interests of the student, the ~~Child Study Team~~ Intervention Team may contact the Department of Children and Families, Division of Child Protection and Permanency to request that agency's intervention on the student's behalf.

In accordance with the provisions of N.J.S.A. 18A:6-111 and 18A:6-112, as part of the required professional development for teachers as outlined in N.J.A.C. 6A:9C-3 et seq., every teaching staff member must complete at least two hours of instruction in suicide prevention, to be provided by a licensed healthcare professional with experience in mental health issues, in each professional development period. The instruction in suicide prevention shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation, and bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.



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Student Suicide Prevention

The Superintendent shall prepare and disseminate regulations for the guidance of staff members in recognizing the student who contemplates suicide, in responding to threatened or attempted suicide, and in preventing contagion when a student commits suicide.

N.J.S.A. 18A:6-111; 18A:6-112
N.J.A.C. 6A:9C-3 et seq.

Adopted:



POLICY GUIDE

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Bridge Year Pilot Program
M

5460.02 BRIDGE YEAR PILOT PROGRAM

The New Jersey Commissioner of Education has established a three-year "Bridge Year Pilot Program," under which each school district with a high school shall offer students in the graduating classes of 2021 and 2022 the opportunity to pursue a Bridge Year during the year immediately following their senior year of high school, in accordance with the provisions of P.L. 2020 c.41. The purpose of the Bridge Year Pilot Program shall be to provide participating students an additional year to address learning loss and missed opportunities in extracurricular activities, including spring sports programs, as a result of the public health state of emergency caused by the COVID-19 pandemic.

For the purpose of this Policy, "host high school" means the high school that a student, who pursues a Bridge Year pursuant to the provisions of P.L. 2020 c.41, attended as a junior in high school.

Under the Bridge Year Pilot Program, each high school in a school district shall designate a school staff member as a Bridge Year Liaison to serve as the school's central point of contact for students interested in pursuing a Bridge Year and for students participating in a Bridge Year. Nothing in P.L. 2020 c.41 shall be construed to require a school district to hire an individual to serve as a Bridge Year Liaison.

To be eligible to participate in the Bridge Year Pilot Program, a student shall be nineteen years of age or younger and shall not turn twenty years of age at any time during the Bridge Year, except that a classified student shall be eligible to participate if the student will turn twenty years of age during the Bridge Year due to services provided pursuant to the student's individualized education program. To participate in the Bridge Year Pilot Program, eligible students must notify their host high school's Bridge Year Liaison by February 15 of their senior year.

The Bridge Year Liaison shall develop, in consultation with Bridge Year students, an Individual Learning Plan (ILP) for each student. To ensure ample time to plan for the implementation of services outlined in the ILP, each Bridge Year student's ILP shall be completed by May 15, but no later than June 1 of the student's senior year.



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Bridge Year Pilot Program

During the fall semester of the student's Bridge Year, the student shall take between nine and twelve credits at the host high school, the county college that serves the county of the host high school, or a combination thereof. During the spring semester of the student's Bridge Year, the student shall take between nine and twelve credits at the county college that serves the county of the host high school. During either semester of the Bridge Year, a student may also take up to three credits offered by a four-year institution of higher education at any high school in the State or at any other location to fulfill the student's credit requirement. At the conclusion of each semester of the Bridge Year, the host high school shall update the student's high school transcript to reflect any high school credits earned during the Bridge Year.

In the event that a student initially decides to pursue a Bridge Year in the fall semester, but does not continue the Bridge Year in the spring semester, the student's host high school shall release all final transcripts and other records as necessary and as may be requested. A student who decides not to continue the Bridge Year in the spring semester shall not be eligible to participate in a spring sports program or extracurricular activities pursuant to P.L. 2020 c.41.

The State Board of Education shall promulgate regulations pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B -1 et seq.), necessary to effectuate the provisions of P.L. 2020 c.41.

The Higher Education Student Assistance Authority shall promulgate regulations, pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B -1 et seq.), necessary to effectuate the provisions of subsection d. of section 2 of this Act.

P.L. 2020 c.41

Adopted:



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School District Security
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7440 SCHOOL DISTRICT SECURITY

The Board of Education believes the buildings and facilities of the school district represent a substantial community investment. The Board directs the development and implementation of a plan for school district security to protect the school community's investment in the school buildings and facilities. The Board will comply with the security measures required in N.J.S.A. 18A:7G-5.2 for new school construction and for existing school buildings.

The school district security program will include: maintenance of facilities that are secure against unwelcome intrusion; protection against fire hazards and faulty equipment; and compliance with safe practices in the use of electrical, plumbing, heating, and other school building equipment.

The Board shall provide to local law enforcement authorities a copy of the current blueprints and maps for all schools and school grounds within the school district or nonpublic school. In the case of a school building located in a municipality in which there is no municipal police department, a copy of the blueprints and maps shall be provided to an entity designated by the Superintendent of the New Jersey State Police. The Board shall provide revised copies to the applicable law enforcement authorities or designated entities any time that there is a change to the blueprints or maps.

The Board directs close cooperation of district officials with law enforcement, fire officials, and other emergency agencies.

Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency pursuant to N.J.S.A. 18A:41-10 through 13.

The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist certification in



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School District Security

accordance with the provisions of N.J.S.A. 18A:17-43.2. The School Safety Specialist shall also serve as the school district's liaison with local law enforcement and national, State, and community agencies and organizations in matters of school safety and security.

Access to school buildings and grounds outside the hours school is in session shall be limited to personnel whose employment requires their presence in the facility. An adequate key control system will be established to limit building access to authorized personnel and guard against the potential of intrusion by unauthorized persons who have obtained access improperly.

In accordance with N.J.S.A. 18A:7G-5.2.b.(15), propping open doors to buildings on school grounds is strictly prohibited and students and staff shall not open a door for any individual. All persons seeking entry into the main building shall be directed to the main entrance.

Building records and funds shall be kept in a safe place and secured as appropriate and necessary.

Protective devices designed to be used as safeguards against illegal entry and vandalism may be installed when appropriate. The Board may approve the employment of school resource officers, school security officers, and/or law enforcement officers in situations in which special risks are involved.

The school district shall annually conduct a school safety audit for each school building in accordance with the provisions of N.J.S.A. 18A:41-14.

N.J.S.A. 18A:7G-5.2; 18A:17-43.1; 18A:17-43.2; 18A:17-43.3;
18A:41-7.1; 18A:41-10; 18A:41-11; 18A:41-12; 18A:41-13; **18A:41-14**
N.J.A.C. 6A:16-1.3; 6A:26-1.2

Adopted:



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Property Inventory
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7450 PROPERTY INVENTORY

~~As steward of this district's school property,~~ The Board of Education recognizes that efficient management and the replacement of lost, damaged, or stolen property depends upon an accurate inventory and properly maintained ~~property~~ records.

~~The Board shall conduct~~ **The district shall maintain** a complete inventory by physical count of all district-owned equipment ~~and supplies through a perpetual inventory.~~

~~For purposes of this policy, "equipment" means a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles that retains its shape and appearance with use, is nonconsumable, costs at least \$500 as a single unit, and does not lose its identity when incorporated into a more complex unit.~~

For the purpose of this Policy, "equipment" shall mean any instrument, machine, apparatus, or set of articles which meets all of the following criteria and the cost is above \$2,000:

- 1. It retains its original shape, appearance, and character with use;**
- 2. It does not lose its identity through fabrication or incorporation into a different more complex unit or substance;**
- 3. It is nonexpendable; that is, if the item is damaged or some of its parts are lost or worn out, it is more feasible to repair the item than to replace it with an entirely new unit; and**
- 4. Under normal conditions of use, including reasonable care and maintenance, it can be expected to serve its principal purpose for at least one year.**



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Property Inventory

Unless otherwise bound by Federal, State, or local law, the school district will use the criteria above for their equipment classification decisions.

The **School Business Administrator/Board Secretary or designee** shall ensure that inventories are systematically and accurately recorded and that property records of equipment are adjusted annually. Major items of equipment shall be subject to annual spot check inventory. ~~to determine loss, mislocation, or depreciation;~~ **A** any major loss shall be reported to the Board.

Property records of ~~consumable~~ supplies shall be maintained on a continuous inventory basis. **An item should be classified as a “supply” if it does not meet all the stated equipment criteria outlined above and the cost is not more than the capitalization threshold of \$2,000.**

The **School Business Administrator/Board Secretary or designee** shall maintain a system of property records that show, as appropriate to the item recorded, description and identification, manufacturer, year of purchase, initial cost, location, condition and depreciation, and current evaluation in conformity with insurance requirements.

N.J.S.A. 18A:4-14

~~N.J.A.C. 6:20-4.3~~ **New Jersey Department of Education – “The Uniform Minimum Chart of Accounts for New Jersey Public Schools and Approved Private Schools for Students with Disabilities” 2020-2021 Edition**

Adopted:



Transfers 4/30/2021				
ACCOUNT		DESCRIPTION	AMOUNT TRANSFERRED	
			From	To
19059	11-000-261-420-89-53-1-D	CONTRACTS BLDG MAINT	(3,000.00)	
19059	11-000-262-420-89-53-1-D	CONTRACTS/OPERATIONS		3,000.00
			\$ (3,000.00)	\$ 3,000.00
EXPLANATION: O&M-Ftank&PortJohn Adj Adjustment				
19060	11-000-262-580-89-50-1-D	STAFF DEVELP TRAVEL/CONF/O&M	(10,000.00)	
19060	11-000-262-610-89-49-1-U	UNIFORMS/O&M	(500.00)	
19060	12-000-261-730-89-32-1-D	MAINTENANCE EQUIPMENT		10,500.00
			\$ (10,500.00)	\$ 10,500.00
EXPLANATION: O&M-GroundsTrailer Adj Adjustment				
19061	11-000-251-590-83-50-0-0	OTHER PRCH'D SERVICES/OSBM	(285.00)	
19061	11-000-251-340-83-50-0-0	PRCH'D TECHNICAL SERVICES/OSBM		285.00
			\$ (285.00)	\$ 285.00
EXPLANATION: BO-Training Svcs Adjustment				
19062	11-000-262-420-89-53-1-D	CONTRACTS/OPERATIONS	(4,300.00)	
19062	11-000-261-420-89-53-1-D	CONTRACTS BLDG MAINT	(7,800.00)	
19062	11-000-261-610-89-49-1-D	MAINTENANCE SUPPLIES		12,100.00
			\$ (12,100.00)	\$ 12,100.00
EXPLANATION: O&M-TJMS Rno celing Lite Fixt Adjustment				
19080	11-000-262-610-89-49-1-U	UNIFORMS/O&M	(500.00)	
19080	11-000-262-890-89-50-1-D	OTHER MISC EXPENSES		500.00
			\$ (500.00)	\$ 500.00
EXPLANATION: O&M-AnnualLifeHazzardFee20-21 Adjustment				
19081	11-000-261-420-89-53-1-D	CONTRACTS BLDG MAINT	(3,000.00)	
19081	11-000-262-420-89-53-1-D	CONTRACTS/OPERATIONS		3,000.00
			\$ (3,000.00)	\$ 3,000.00
EXPLANATION: O&M-leadwatertestSY20-21 adj Adjustment				
19084	11-000-291-270-99-21-0-0	INS EMPL/GROUP HLTH BNFT	(18,741.58)	
19084	12-000-400-450-89-81-1-D	BLDG IMPR/RENOVATIONS		18,741.58
			\$ (18,741.58)	\$ 18,741.58
EXPLANATION: O&M-ExcessFundConstrRenoFnd12 Adjustment				
19090	11-000-240-600-71-49-F-F	ADMIN SUPPLIES/BF	(1,515.00)	
19090	11-190-100-590-25-50-F-F	PRCH'D SERV/PERF ARTS/BF		1,515.00
			\$ (1,515.00)	\$ 1,515.00
EXPLANATION: BFMS-MuralPaintingCost Adjustment				
19092	11-000-218-600-73-40-G-H	GUIDANCE SUPPLIES/THS	(500.00)	
19092	11-000-218-590-73-50-G-H	OTHER PUR SERV/GUIDANCE		500.00
			\$ (500.00)	\$ 500.00
EXPLANATION: THS Guidance-VirtualJobFair21 Adjustment				
19095	11-000-230-580-82-50-S-S	TRAVEL, CONF, WRKSHP/SUPT	(2,210.00)	
19095	11-000-230-520-98-54-0-D	INSURANCE COVERAGE/BONDS		2,210.00
			\$ (2,210.00)	\$ 2,210.00
EXPLANATION: InsCovBonds adj Adjustment				
19096	11-000-252-340-86-50-2-D	VOICE, DATA SYSTM MAINT/REPAIR	(11,000.00)	
19096	11-000-251-340-83-50-0-0	PRCH'D TECHNICAL SERVICES/OSBM		11,000.00
			\$ (11,000.00)	\$ 11,000.00
EXPLANATION: PurchTechSvc/OSBM adj Adjustment				
19097	11-000-251-330-83-50-0-0	PRCH'D PROF'L SERVICES/OSBM	(291.86)	
19097	11-000-251-590-83-50-0-0	OTHER PRCH'D SERVICES/OSBM	(67.38)	
19097	11-000-251-890-83-49-0-0	OTHER EXPENSES/OSBM	(246.81)	
19097	11-000-251-610-83-49-0-0	SUPPLIES & MATERIALS/OSBM		606.05
			\$ (606.05)	\$ 606.05
EXPLANATION: SuppMat/OSBM adj Adjustment				

			AMOUNT TRANSFERRED	
ACCOUNT		DESCRIPTION	From	To
19099	11-000-291-241-99-24-0-0	RETIRMNT FUND/OTHER	(2,188.00)	
19099	11-000-291-280-19-20-H-0	ED CRDT PLAN/OTHERS		2,188.00
			<u>\$ (2,188.00)</u>	<u>\$ 2,188.00</u>
EXPLANATION: ED-CRDTplan_OTHERS adj Adjustment				
19101	11-000-266-580-87-50-8-0	TRAVEL & CONF/SECURITY	(8,427.48)	
19101	11-000-262-100-89-10-0-H	CONTR SAL/CUST DST II HS		4,542.18
19101	11-000-262-100-89-18-H-1	CUSTODIAL/COMM EVENTS/O.T		3,885.30
			<u>\$ (8,427.48)</u>	<u>\$ 8,427.48</u>
EXPLANATION: Operation/Security Adj Adjustment				
19113	11-000-262-100-89-19-H-1	CUSTODIAN SUBSTITUTES	(10,000.00)	
19113	11-000-262-107-71-15-0-D	CONTR SAL/AIDES NOON/UNA	(5,000.00)	
19113	11-000-262-520-98-54-0-0	INSURANCE/ GENERAL		15,000.00
			<u>\$ (15,000.00)</u>	<u>\$ 15,000.00</u>
EXPLANATION: Insurance/General Adj Adjustment				

 FINANCE COMMITTEE SIGNATURE

 DATE

Professional Development

Name(s): Colette Brantley and Dannette Coston

School or Department: Guidance Outreach / ABS

Conference/Seminar/Workshop/Vendor: Expressive Art Therapy: Creative Solutions for Trauma Recovery / PESI, Inc.

Dates: June 17th, 8 am – 4 pm (Virtual)

Estimated Cost: \$439.98 (\$219.99 each) (20-427-200-580-46-50-0-0 School Climate Transformation Grant)

Explanation: This webinar (Expressive Art Therapy; Creative Solutions for Trauma Recovery) will provide strategies to work with our students as they recover from the Covid-19 Pandemic, which moves beyond talk therapy.

Name: Dr. Lottie Watson

School or Department: School Climate Transformation Grant

Conference/Seminar/Workshop/Vendor: Social and Emotional Learning (Self-Paced Webinar Series / NJPSA

Dates: To begin after BOE approval. Opportunity is self-paced (Virtual)

Estimated Cost: \$75.00 (20-427-200-580-46-50-0-0 School Climate Transformation Grant)

Name(s): L. Baron, D. Bosser, A. Katzenstein, E. Lerner, C. Meyers, R. Mintz, C. Rotenberg, and R. Taubes

School or Department: Ma'ayanot High School (Non-Public)

Conference/Seminar/Workshop/Vendor: Classroom Language Dynamics: The Language of Learning and Literacy / The Windward Institute

Dates: July 12th – July 15th, (9 am – 1 pm) (Virtual)

Estimated Cost: \$5,000.00 (\$625 / participant) (20-270-200-320-92-50-I-M Title II Non-Public)

Name(s): D. Klapper and H. Saffern

School or Department: Ma'ayanot High School (Non-Public)

Conference/Seminar/Workshop/Vendor: Strategies to Promote Mathematical Reasoning / The Windward Institute

Dates: July 12th – July 15th, (9 am – 1 pm) (Virtual)

Estimated Cost: \$850.00 (\$425 / participant) (20-270-200-320-92-50-I-M Title II Non-Public)

Name(s): B. Teitelbaum

School or Department: Ma'ayanot High School (Non-Public)

Conference/Seminar/Workshop/Vendor: Advancing Thinking through Writing: Live Online Course / The Writing Revolution

Dates: July 6th – 8th, 13th – 15th, 20th – 22nd, 27th, and 28th (9 am – 1 pm) (Virtual)

Estimated Cost: \$1,000.00 (20-270-200-320-92-50-I-M Title II Non-Public)

Name(s): Yeshivat He'Atid Teachers and Staff (two sections of 30 participants)

School or Department: Yeshivat He'Atid

Conference/Seminar/Workshop/Vendor: The Responsive Classroom Approach / Center for Responsive Schools, Inc.

Dates: 9/2/2021 (8am – 4pm) (Virtual)

Estimated Cost: \$4,800.00 (20-270-200-320-92-50-I-9 Title II Non-Public)

Name(s): Yeshivat He'Atid Teachers and Staff (77 participants)

School or Department: Yeshivat He'Atid

Conference/Seminar/Workshop/Vendor: Responsibility Centered Discipline (RCD):
RCD Connect Core Training Online / AccuTrain Corp.

Dates: 8/24/2021 (8am – 4pm) (Virtual)

Estimated Cost: \$7,623.00 (20-270-200-320-92-50-I-9 Title II Non-Public)

Professional Development

Name: Sharon Bellin

School or Department: Teaneck High School

Conference/Seminar/Workshop: 200 Hour Wellness, SEL and Yoga Teacher Training

Location: Virtual Conference

Dates: June 24-25, July 1-2, 8-9, 15-16, 22-23, 29-30, 2021 (12 sessions)

Estimated Cost: \$1,795.00 – No Substitute Required (Title II Funded 20-270-200-320-19-50-I-O)

Additional Professional Development

Name: Sara Keen

School or Department: Yeshiva He'Atid (Non-Public)

Conference/Seminar/Workshop/Vendor: Teachers College, Columbia University – Writing Institute: July 2021 (Reading and Writing Project Network, LLC)

Dates: July 12th – July 16th, 2021 (Virtual)

Estimated Cost: \$850.00 (Funded with Title II Non-Public Funds: 20-270-200-320-92-50-I-9)

Field Trips

AMENDED

Name: Pedro Valdes, Margot Todman-Mack, Justin O'Neill, Natasha Green, Susie Cipriano, Gregory Cooper, Erik Akselrad, Jason McDonald, Jahaziel Valeriano, Adriana Lagomarsino, Sean Holland, Brittany Rhodie, Yaritza Gonzalez, Summer Pirro, John Paladino, Sharon Bellin, Yris Acevedo, Michael Miuccio, Kelly Williams, Gorki Marcelo, Daniel Olender, Charles Clark, Eileen Kresky, Emily Ferreira, Kelvin Reese, Alexandra Cavallo, Kharisma Mitchell, Payne Vazquez, Sean Aumack, William Zarro, Maryem Gobji-Haouari, Luigi Venezia, Michael Hofsaes, Lee Ann Newland, Lourdes, Melendez, Eileen Glassey, Kathryn King Dyker, Christine Mayers, James Nonas, Kimberly Pitre

School or Department: Teaneck High School

Trip Planned: Carnival for Senior Graduating Class

Location: Fairleigh Dickinson University, Teaneck, NJ

311 Students

Date(s): June 14, 2021 Time: 1:00 pm - 8:00 pm Rain Date: June 15, 2021

Estimated Cost: \$35,000.00- Substitute Not Required (District Funded)

EXPLANATION: This carnival is a celebration for the senior graduating class.

Name: Pedro Valdes, Margot Mack, Justin O'Neill, Natasha Green, Susie Cipriano, Olivia Betances, Gregory Cooper, Alexandra Cavallo, Daniel Olender, Marc Calello, Derek Zoppi, Jahaziel Valeriano, Jennifer Joyce, Jennifer Taylor, Adina Lefkowitz, Gina Petrosi-Higgins, Brendah Cierech, Luigi Venezia, Tony Thomas, Kelvin Reese, Jared Meli, Christine Mayers, Matthew Lynskey, Michael Germinario, Ken Chung, Emily Ferreira, Lee Ann Newland, Lynn Sac, Eileen Glassey, Yaneth Mesa

School or Department: Teaneck High School

Trip Planned: Graduation for Senior Graduating Class

Location: Yogi Berra Stadium, Little Falls, NJ

311 Students

Date(s): June 16, 2021 Time: 8:00 am - 1:00 pm Rain Date: June 17, 2021

Estimated Cost: \$1,820.00- Substitute Not Required (District Funded)

EXPLANATION: This is the graduation ceremony for the senior graduating class.

Name: Pedro Valdes, Natasha Green, Gregory Cooper, Olivia Betances, Daniel Olender, Alexandra Cavallo, Jason McDonald, James Nonas, John Paladino, Edward Klimek, James Lagomarsino, Linea Rondael

School or Department: Teaneck High School

Trip Planned: Class of 2021 Athletics, Community Scholarships and Honor Convocation Awards Luncheon

Location: Biagio's Restaurant, Paramus, NJ

170 Students

Date(s): June 15, 2021 Time: 11:00 am - 3:00 pm

Estimated Cost: \$1,680.00- Substitute Not Required (District Funded)

EXPLANATION: This is the class of 2021 Athletics, Community Scholarships and Honor Convocation Awards Luncheon for the senior graduating class.

FIELD TRIPS

Trip Leader(s): Danny Gareri, Michelle Doonan (plus 3 paras)

School/Department: Teaneck High School (MD/18-21 students)

Trips Planned: Work Experience Program (See Attached)

Dates: June, July, & August 2021

Estimated Cost: \$0

Students: 26 (MD/18-21)

Explanation: Community based instruction will allow students to practice skills that they are learning in the classroom. Those skills include, but are not limited to: social skills, pre-vocational job skills, behavioral skills, life skills, and academic skills. The students will travel via NJ Transit, school buses, Access Link, and walking.

**ESY Summer Program
MD Students and 18-21 Program Site List**

<u>Location Site</u>	<u>Phone Number</u>	<u>Address</u>
Amazing Savings Teaneck	(201) 836-9200	647 Cedar Ln, Teaneck, NJ 07666
American Dream	(833) 263-7326	1 American Dream Way, East Rutherford, NJ 07073
Bishoff's Confectionary	(201) 836-0333	468 Cedar Ln, Teaneck, NJ 07666
Bowler City	(201) 343-3545	85 Midtown Bridge St, Hackensack, NJ 07601
CVS	(201) 836-6990	540 Cedar Ln, Teaneck, NJ 07666
Dairy Queen Store	(201) 836-1597	260 Teaneck Rd, Teaneck, NJ 07666
Deco Dave's	(201) 833-1053	939 Teaneck Rd, Teaneck, NJ 07666
Family Dollar	(201) 371-2115	1560 Teaneck Rd, Teaneck, NJ 07666
Field Station: Dinosaurs	(855) 999-9010	40 Fort Lee Rd, Leonia, NJ 07605
IHOP	(201) 836-6500	610 Cedar Ln, Teaneck, NJ 07666
Milton A. Votee Park	(201) 837-1600	Palisade Ave, Teaneck, NJ 07666
Overpeck County Park	(201) 336-7275	40 Fort Lee Rd, Leonia, NJ 07605
Stop & Shop	(201) 287-9400	665 American Legion Dr, Teaneck, NJ 07666
Teaneck Cinemas	(201) 530-7409	503 Cedar Ln, Teaneck, NJ 07666
Teaneck Creek Conservancy	(201) 836-2403	20 Puffin Way, Teaneck, NJ 07666
Urban Air Trampoline & Adventure Park	(201) 212-6454	69 Wesley St, South Hackensack, NJ 07606
Walgreens	(201) 837-9790	1400 Teaneck Rd, Teaneck, NJ 07666

Tuition

Student ID#	Placement	Tuition	Start Date	1:1 Aide
100149	Academy 360-Upper School, a program of Spectrum 260 - ESY 2021 & 2021-2022SY	\$82,811.80	7/6/2021	\$35,875.00
98953	Academy 360-Upper School, a program of Spectrum 260 - ESY 2021 & 2021-2022SY	\$81,335.80	7/6/2021	\$35,875.00
101213	Banyan School - 2021-2022SY	\$57,247.20	9/2/2021	
101106	Banyan School - 2021-2022SY	\$57,247.20	9/2/2021	
100445	Banyan School - ESY 2021 & 2021-2022SY	\$63,926.04	7/1/2021	
103143	Chancellor Academy - ESY 2021 & 2021-2022SY	\$85,057.00	7/1/2021	
98483	Cornerstone Day School - ESY 2021 & 2021-2022SY	\$89,850.20	7/1/2021	
106516	Cornerstone Day School - ESY 2021 & 2021-2022SY	\$89,850.20	7/1/2021	
100124	Cornerstone Day School - ESY 2021 & 2021-2022SY	\$89,850.20	7/1/2021	
105397	Cornerstone Day School - ESY 2021 & 2021-2022SY	\$89,850.20	7/1/2021	
96817	Cornerstone Day School - ESY 2021 & 2021-2022SY	\$89,850.20	7/6/2021	
98268	Delphian School - Oregon - Legal Settlement 2021-2022SY	\$12,000.00	9/1/2021	
98109	Gateway Academy, Utah - Legal Settlement 2021-2022SY	\$49,000.00	9/1/2021	
98191	Sage Day at Rochell Park 2021-2022SY	\$66,559.00	9/1/2021	
99973	Sage Day at Rochell Park 2021-2022SY	\$66,559.00	9/1/2021	
102798	Sage Day at Rochell Park 2021-2022SY	\$66,559.00	9/1/2021	
99415	Sage Day at Rochell Park 2021-2022SY	\$66,559.00	9/1/2021	
99415	Sage Day at Rochell Park ESY 2021	\$3,977.00	9/1/2021	

Tuition

Student ID#	Placement	Tuition	Start Date	1:1 Aide
104043	Sage Day at Rochell Park 2021-2022SY	\$66,559.00	9/1/2021	
104043	Sage Day at Rochell Park ESY 2021	\$3,977.00	7/1/2021	
103655	Shefa School, NY - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
101863	Shefa School, NY - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
104491	Shefa School, NY - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
98115	Shepard Preparatory High School 2021-2022SY	\$56,614.71	9/1/2021	
104247	Shepard Preparatory High School ESY 2021	\$9,281.10	7/1/2021	
100413	SINAI School - Legal Settlement 2021-2022SY	\$65,000.00	9/1/2021	
99744	SINAI School - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
97579	SINAI School - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
102912	SINAI School - Legal Settlement 2021-2022SY	\$65,000.00	9/1/2021	
99569	SINAI School - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
100347	SINAI School - Legal Settlement 2021-2022SY	\$70,000.00	9/1/2021	
96286	SINAI School - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
103252	SINAI School - Legal Settlement 2021-2022SY	\$65,000.00	9/1/2021	
104351	SINAI School - Legal Settlement 2021-2022SY	\$48,000.00	9/2/2021	
102676	Terranova Group, Inc. t/a Chapel Hill Academy - ESY 2021 & 2021-2022SY	\$72,450.00	7/1/2021	

Tuition

Student ID#	Placement	Tuition	Start Date	1:1 Aide
102586	Terranova Group, Inc. t/a Chapel Hill Academy - ESY 2021 & 2021-2022SY	\$72,450.00	7/1/2021	
100435	The Craig School - 2021-2022SY	\$56,500.00	9/7/2021	
100435	The Craig School - ESY 2021	\$3,700.00	7/1/2021	
103731	The Developmental Center for Children & Families /Limitless ESY 2021	\$5,645.00	7/8/2021	
99795	The Windsor School ESY 2021 & 2021-2022SY	\$69,930.00	7/6/2021	8/12/2000
103962	The Windsor School ESY 2021 & 2021-2022SY	\$90,300.00	7/6/2021	8/12/2000
97529	Winston Prep - Legal Settlement 2021-2022SY	\$60,000.00	9/1/2021	
	Total	\$2,508,495.85		

Additional Tuitions

6/23/2021

Student ID#	Placement	Tuition	Start Date	1:1 Aide
104765	Flex School - ESY 2021	\$9,000.00	7/5/2021	
102469	The Newark School, Inc. - ESY 2021 & 2021-2022SY	\$66,344.61	7/6/2021	
103172	First Children LLC - ESY 2021 & 2021-2022SY	\$78,840.00	7/6/2021	
106461	New Alliance Academy, LLC - ESY 2021 & 2021-2022SY	\$91,665.00	7/1/2021	
105843	New Alliance Academy, LLC - ESY 2021 & 2021-2022SY	\$91,665.00	7/1/2021	
104509	New Alliance Academy, LLC - ESY 2021 & 2021-2022SY	\$91,665.00	7/1/2021	
95325	The Felician School for Exceptional Children - ESY 2021 & 2021-2022SY	\$68,321.64	7/1/2021	
103002	Windsor Learning Center	\$69,930.00	7/6/2021	\$36,750.00
95182	The Camphill School - ESY 2021	\$10,104.68	6/26/2021	
	Totals	\$577,535.93		\$36,750.00



New Jersey Department of Education

Toilet Room Facilities for Early Intervention, Pre-Kindergarten and Kindergarten Classrooms 2021-2022 School Year

**** A SEPARATE FORM IS REQUIRED FOR EACH ROOM ****

District: TEANECK School: LOWELL ELEMENTARY

Room Number/Name: 104 and 105

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
- Toilet facilities shall be readily accessible and the toilet room and signage shall be visible to the child from the classroom door;
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

A classroom aide will escort the students to the nearest hallway bathroom

Board of Education has approved this alternate method of compliance on _____.
Date

****Attach Copy of Board Resolution****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____

Not Approved: _____

Executive County Superintendent

Date



New Jersey Department of Education

Toilet Room Facilities for Early Intervention, Pre-Kindergarten and Kindergarten Classrooms 2021-2022 School Year

**** A SEPARATE FORM IS REQUIRED FOR EACH ROOM ****

District: TEANECK School: WHITTIER ELEMENTARY

Room Number/Name: 103

Our school district elects to use the alternate method of compliance in accordance with N.J.A.C. 6A:26-6.3. In lieu of individual toilet rooms in each classroom, toilet rooms may be provided adjacent to or outside the classroom, if the following criteria are satisfactorily addressed:

- No child or group of children shall be left unsupervised at any time when traveling to or from the facilities. Provisions shall be made for adult supervision in a manner that will not infringe upon instructional time;
- Toilet facilities shall be readily accessible and the toilet room and signage shall be visible to the child from the classroom door;
- Toilet facilities shall be provided for both boys and girls and shall meet the requirements of NJAC 6A:26-6.3(h)4ii.

District alternate method of compliance pursuant to N.J.A.C. 6A:26-6.3(h)4iii:

A classroom aide will escort the students to the nearest hallway bathroom

Board of Education has approved this alternate method of compliance on _____.
Date

****Attach Copy of Board Resolution****

I certify that all requirements of N.J.A.C. 6A:26-6.3 and/or 6.4 have been met.

Superintendent of Schools: _____ Date: _____

School Business Administrator: _____ Date: _____

For County Use Only

Approved: _____

Not Approved: _____

Executive County Superintendent

Date



New Jersey Department of Education

Initial/ Renewal Application for ONE Temporary Instructional Space 2021-2022 School Year

SUBCHAPTER 8. TEMPORARY SCHOOL FACILITIES

6A:26-8.1 Temporary facilities standards

Pursuant to 6A:26-8.1 the Executive County Superintendent shall annually monitor the temporary facilities of school districts for criteria set forth in this code.

District: TEANECK

Please check one: Existing School Building: X TCU: _____ Mobile: _____

School/Building: Christ Episcopal Church- Multipurpose Room

Address of School: 480 Warwick Avenue, Teaneck, NJ 07666

Year of: Initial Application: 5/10/2019 Renewal Application(s): 1st Year: _____ 2nd Year: X 3rd Year: _____ Other: _____

Included in the Long Range Facility Plan for educational capacity purpose: Yes _____ No _____

Grade Level(s): Pre-K Instructional Activity(s): Pre-K Instruction Classroom

Maximum number of students and teachers/aides (total) at one time: 15 students; 1 teacher; 1 aide

Reason for / Improvements made on site: _____

The Board of Education approved the renewal temporary application for the 2021-2021 school year on 6/16/21
(Date)

*****Please attach Board Resolution *****

Certified by: _____
(Superintendent of Schools)

(Date)

(School Business Administrator)

(Date)

For County Use Only:

Date of inspection by County Office: _____ Inspected by: _____

Approval is granted _____ Approval is not granted _____ Subject to the following conditions: _____

(Executive County Superintendent)

(Date)



New Jersey Department of Education

Initial/ Renewal Application for ONE Temporary Instructional Space 2021-2022 School Year

SUBCHAPTER 8. TEMPORARY SCHOOL FACILITIES

6A:26-8.1 Temporary facilities standards

Pursuant to 6A:26-8.1 the Executive County Superintendent shall annually monitor the temporary facilities of school districts for criteria set forth in this code.

District: TEANECK

Please check one: Existing School Building: X TCU: _____ Mobile: _____

School/Building: Christ Episcopal Church- Room #4

Address of School: 480 Warwick Avenue, Teaneck, NJ 07666

Year of: Initial Application: 5/10/2019 Renewal Application(s): 1st Year: _____ 2nd Year: X 3rd Year: _____ Other: _____

Included in the Long Range Facility Plan for educational capacity purpose: Yes _____ No _____

Grade Level(s): Pre-K Instructional Activity(s): Pre-K Instruction Classroom

Maximum number of students and teachers/aides (total) at one time: 15 students; 1 teacher; 1 aide

Reason for / Improvements made on site: _____

The Board of Education approved the renewal temporary application for the 2021-2021 school year on 6/16/21
(Date)

*****Please attach Board Resolution *****

Certified by: _____
(Superintendent of Schools)

(Date)

(School Business Administrator)

(Date)

For County Use Only:

Date of inspection by County Office: _____ Inspected by: _____

Approval is granted _____ Approval is not granted _____ Subject to the following conditions: _____

(Executive County Superintendent)

(Date)



Teaneck Board of Education

2021 Renewal Summary

Policy 148316

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since October 1, 2009. We appreciate your business and the opportunity to renew our commitment. We strive to provide Teaneck Board of Education and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

Our Approach to Renewals — Continued Partnership

The renewal rates for your Group Disability insurance will be effective July 1, 2021.

In designing fair renewal pricing, we may review three components of rating:

1. **The Manual Rate:** We use your current census file demographics, plan design, industry and location to determine a rate for your coverage based on The Standard's book of business of other similar customers. We do this for groups of all sizes.
2. **The Experience Rate:** In addition, we may use your past claims history to help us determine your renewal rates. Whether we use your claims history — or don't include it — depends on the size of your group and the lines of coverage in force. Especially for large groups, past claims experience can be a fair and useful predictor of future liability.
3. **The Blended Rate:** If applicable, we use a formula to determine how credible your Experience Rate is in predicting your future claims cost and blend it with your Manual Rate. This produces a Blended Rate that we use to determine your final renewal pricing.

In this package, you'll see an experience table if we've used your claims history in our renewal pricing for a particular line of coverage. Otherwise, your renewal pricing is based solely on your manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Long Term Disability Renewal

The Standard's Long Term Disability insurance helps your employees protect a portion of their incomes. Our holistic approach can also support productivity by helping employees stay at or return to work.

This coverage includes a Reasonable Accommodation Expense Benefit, which reimburses employers for approved workplace modifications of up to \$25,000 that enable disabled employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD benefit payment.

Census Demographics for Long Term Disability

Categories	Prior Calculation	Current Calculation	Change
Female Lives	400	400	0
Male Lives	153	153	0
Benefit Volume	\$3,253,585	\$3,253,585	\$0
% Benefit Volume Age 50 +	43%	43%	0%

Experience Data for Long Term Disability

Components	From July 1, 2016 through February 28, 2021
Adjusted Premium	\$954,198
Incurred Claims	\$446,739
Experience Rate	0.39
Credibility	31.00%
Manual Rate	0.38
Blended Rate *	0.38

* Blended Rate = (Experience Rate) (Credibility) + (Manual Rate) (1-Credibility)


Based on our thorough analysis of the plan and future expected claim experience, we're offering the renewal rate[s] listed below.

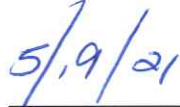
Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
July 1, 2021	\$0.510	\$0.510	\$0

* Rate mode is Percent of Insured Earnings

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until July 1, 2023.


SIGNATURE


DATE

The Standard is committed to offering services that help employees feel successful at work and at home. To make sure you're aware of what's offered with your LTD plan, we've highlighted key services below.

Employee Assistance Program

The Employee Assistance Program (EAP) can help employees and managers resolve personal and workplace issues. The EAP provides 24/7 support from masters-degreed clinicians by phone, online, live chat, email and text. Employees and family members can receive referrals to support groups, a network counselor, community resources and face-to-face counseling sessions. EAP services can help with depression, family issues, life improvement, addictions, financial concerns, workplace conflicts and more. The EAP can also be connected to your health plan and other benefits you offer. This service is offered through a vendor not affiliated with The Standard.

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Teaneck Board of Education.

A summary of our Renewal Offer is in the chart below. Thank you for allowing Standard Insurance Company the opportunity to support your insurance needs.

Product & Services *	Through 06/30/21	Effective 07/01/21
LTD	\$0.510 Percent of Insured Earnings	\$0.510 Percent of Insured Earnings
Employee Assistance Program	Included in Rates for LTD	Included in Rates for LTD

*The above shown rates are monthly.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Manhattan group office at (732) 815-2113 and we'll be happy to help.

**Teaneck Board of Education
Group No. 07216**

Renewal Date: July 1, 2021
Experience Period: January 1, 2020 through December 31, 2020


Average Enrollment: 538


1. Incurred Liability	
A. Paid Claims*	\$500,651
B. Annualized Paid Claims	\$500,651
C. Mid-Year Plan Change Adjustment	\$0
D. Change in Reserve	\$1,289
E. Incurred Claims (B+C+D)	\$501,940
2. Expected Claims Expense	\$567,067
3. Blended Incurred Claims (82% Credible)	\$513,663
4. Trend	3.01%
5. Projected Incurred Claims (3X4)	\$529,150
6. Renewal Plan Change Adjustment	\$0
7. Retention	\$106,848
8. Needed Renewal Premium (5+6+7)	\$635,997
9. Current Rate Level Premium	\$681,571
11. Presented Renewal Rate Adjustment (One Year)	N/A
12. Presented Renewal Rate Adjustment (Three Year)	0.00%

	Current Rates	One Year Renewal Rates	Three Year Renewal Rates	Average Enrollment
<u>Sub-location(s) -01</u>				
Single	\$41.72	N/A	\$41.72	161
Employee & Spouse	\$132.84	N/A	\$96.02	121
Employee & Child(ren)	\$132.84	N/A	\$101.35	52
Family	\$132.84	N/A	\$162.70	204
Annual Premium	\$681,571		\$681,556	538
\$ Change			-\$15	

The above rates include broker commission of 10% on the first \$5,000 of premium, 4% on the subsequent \$95,000, and 3% thereafter.

*The paid claims amount includes an adjustment to account for lower than usual utilization during the months of April, May, and June 2020.


SIGNATURE


DATE

CH192/193 Funding Statement and Additional Funding Request
*UNOFFICIAL Funding Statement **

05/10/2021

County: 03-BERGEN

District: 5150-TEANECK TWP

2020-21 FUNDING STATEMENT FOR SERVICES UNDER CHAPTERS 192 & 193 LAWS OF 1977 AS AMENDED

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 192

<u>Program</u>	<u>2020-21 Rate/Pupil</u>	<u>Pupils</u>	<u>Alloc. for each Service 2020-21</u>	<u>Add'l Pupils</u>	<u>Additional 2020-21 Funding</u>	<u>Total 2020-21 Funding to Date</u>
Compensatory Education*	\$995.33	X	\$66,189.00	52	\$36,752.00	\$102,941.00
E.S.L.*	\$1,015.00	X	\$21,315.00	0	\$0.00	\$21,315.00
Transportation*			\$17,894.00		\$0.00	\$17,894.00
Total Alloc. for CH.192 Services - 2020-21			\$105,398.00		\$36,752.00	\$142,150.00 (A)

* Prorated at 81 %

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 193

<u>Program</u>	<u>2020-21 Rate/Pupil</u>	<u>Pupils</u>	<u>Alloc. for each Service 2020-21</u>	<u>Add'l Pupils</u>	<u>Additional 2020-21 Funding</u>	<u>Total 2020-21 Funding to Date</u>
Initial Exam & Class.*	\$1,326.17	X	\$146,860.00	53	\$68,881.00	\$215,741.00
Annual Exam & Class.*	\$380.00	X	\$42,081.00	37	\$13,779.00	\$55,860.00
Corrective Speech*	\$930.00	X	\$61,975.00	20	\$9,114.00	\$71,089.00
Supplemental Instr.*	\$826.00	X	\$102,804.00	69	\$23,313.00	\$126,117.00
Total Alloc. for CH.193 Services - 2020-21			\$353,720.00		\$115,087.00	\$468,807.00 (B)

* Prorated at 98%

Total CH. 192/193 Allocation Payable (A + B):

Calculated Monthly Payments:

SEP	\$44,406.00	NOV	\$50,384.00	MAR	\$54,239.00	MAY	\$102,369.00
OCT	\$46,065.00	DEC	\$54,239.00	APR	\$61,038.00	JUN	\$104,191.00

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



CH192/193 Funding Statement and Additional Funding Request

05/25/2021

UNOFFICIAL Funding Statement *

County: 03-BERGEN

District: 5150-TEANECK TWP

2020-21 FUNDING STATEMENT FOR SERVICES UNDER CHAPTERS 192 & 193 LAWS OF 1977 AS AMENDED

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 192

Program	2020-21 Rate/Pupil	Pupils	Alloc. for each Service 2020-21	Add'l Pupils	Additional 2020-21 Funding	Total 2020-21 Funding to Date
Compensatory Education*	\$995.33	X 76 =	\$66,189.00	62	\$37,623.00	\$103,812.00
E.S.L.*	\$1,015.00	X 24 =	\$21,315.00	0	\$0.00	\$21,315.00
Transportation*			\$17,894.00		\$0.00	\$17,894.00
Total Alloc. for CH.192 Services - 2020-21			\$105,398.00		\$37,623.00	\$143,021.00 (A)
* Prorated at 81 %						

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 193

Program	2020-21 Rate/Pupil	Pupils	Alloc. for each Service 2020-21	Add'l Pupils	Additional 2020-21 Funding	Total 2020-21 Funding to Date
Initial Exam & Class.*	\$1,326.17	X 113 =	\$146,860.00	53	\$68,881.00	\$215,741.00
Annual Exam & Class.*	\$380.00	X 113 =	\$42,081.00	37	\$13,779.00	\$55,860.00
Corrective Speech*	\$930.00	X 68 =	\$61,975.00	20	\$9,114.00	\$71,089.00
Supplemental Instr.*	\$826.00	X 127 =	\$102,804.00	69	\$23,313.00	\$126,117.00
Total Alloc. for CH.193 Services - 2020-21			\$353,720.00		\$115,087.00	\$468,807.00 (B)
* Prorated at 98%						

Total CH. 192/193 Allocation Payable (A + B): \$611,828.00

Calculated Monthly Payments:

SEP	\$44,406.00	NOV	\$46,065.00	JAN	\$50,384.00	MAR	\$54,239.00	MAY	\$102,369.00
OCT	\$46,065.00	DEC	\$47,961.00	FEB	\$54,239.00	APR	\$61,038.00	JUN	\$105,062.00

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

Clinicians

Student ID#	Placement	Discipline/Rate	NOT TO EXCEED	Start Date
95241	Delta T - Group	Home Program Services \$36.00 per hour	\$7,500.00	4/29/2021
	Good Talking People	2020-2021SY 30min individual session \$85.00	\$20,000.00	
		Total	\$27,500.00	

Placement	Discipline/Rate	NOT TO EXCEED
Hillmar LLC	Translation of Evaluations - \$550.00	\$5,000.00
	Totals	\$5,000.00

**Clinicians
2021-2022**

Placement	Discipline/Rate	NOT TO EXCEED
American Tutoring	Bedside Instruction /\$59 per hour	\$5,000.00
Atlantic Health System, Inc. / Dr. Fadden	Neuropsychological /\$675 per evaluation	\$5,000.00
Bergen County Special Services	Bedside Instruction \$65.00 Per Hour	\$5,000.00
Bergen Pediatric Therapy Victor Wang	Health or Medical \$695 OT , \$595 PT, \$395 Speech and Language , \$495 Speech/Language/Articulation	\$5,000.00
Berger Learning Group	ABA Program Set up \$150hr. ABA Program Supervision/Coordination by BCBA \$150 per hr, including direct service by BCBA. 1:1 ABA direct instruction \$80 per hr. ABA clinic (BCBA) \$150 per hr, ABA clinic \$80 per hr (per therapist). Make up session due to COVID-19 closure	\$15,000.00
Beyond BookSmart	1:1 Aide \$185 per hour, Consultation hrs \$166.50 per hour	\$15,000.00
CNNH MALO Health and Wellness	Adaptive Behavior/Behavior, Estimated \$1,170-\$1,300 per evaluation	\$10,000.00
Cresskill Public Schools	OT/PT \$60.00 30mins, Speech and Language \$50.00 30mins, Resource Room \$240.00 for each placement, Other Behaviorist, Counseling and Social Skills \$30.00 - 30mins	\$10,000.00
DC Fagan Psychological Services: Dr. Lindsay Petrouvis	Academic Achievement \$750-\$850, Cognitive/ Intellectual \$500-750 per evaluation, Neuropsychological \$2,500-\$4,500	\$10,000.00
Dr. Charles Goodstein	Social/ Emotional, \$650	\$5,000.00
Dr. Ester Friedman/Dr. Morton Fridman	Psychiatric Evaluation and Report / \$625.00, \$275 cancellation/no show	\$10,000.00

**Clinicians
2021-2022**

Placement	Discipline/Rate	NOT TO EXCEED
Dr. Jane M. Healey	\$3,000.00 - \$4,000.00 per evaluation, Neuropsychological	\$5,000.00
Dr. Jane Petrozzino	Learning Consultant and Educational Therapist \$800 per eval	\$2,000.00
Dr. Jennifer Pappachristou	School Psychologist/ Region V Rates	\$2,000.00
Dr. Katlyne Lubin, MD	\$700 per Eval, Bilingual \$750, No Show \$350	\$50,000.00
Dr. Leslie Nagy MD	\$700 per Eval, Bilingual \$750, No Show \$350	\$60,000.00
Dr. Stacy Goldfarb	Dyslexia and Learning Disabilities Services, Educational Evals	\$2,000.00
Education Inc.	Bed Side Instruction \$50 per hr	\$5,000.00
Educational Services Commission of NJ	Bedside Instruction/ \$67 hour	\$10,000.00
Good Talking People	Speech and Language, Individual 45min \$125.00, Social Skills 60min \$80.00, 30min individual session \$85.00,	\$20,000.00
Hackensack UMC	\$966 Central Auditory Processing Evaluation \$493 Classroom Observation/In-service/Training \$797 Audiologic Evaluation	\$2,000.00
Hillmar LLC	Evaluations - Bilingual Spanish \$550.00	\$5,000.00
Hugh Bases, MD	Rates forthcoming	\$5,000.00
It's a New Day/Debra Auslander	ABA Therapy / Implementation / Direct Therapy \$55.00, Supervision/ Curriculum Planning/Training \$110.00	\$40,000.00

**Clinicians
2021-2022**

Placement	Discipline/Rate	NOT TO EXCEED
Kid Clan Service Inc.	Evaluations, OT \$295.00, PT \$295.00, Monolingual Speech \$335.00, Monolingual Social \$300.00, Monolingual Educational \$400.00, Monolingual Psychological \$400.00, Bilingual Speech \$425.00, Bilingual Social \$395.00, Bilingual Educational \$475.00, Bilingual Psychological \$475.00	\$5,000.00
Learnwell	Bedside Instruction \$44.00 per hour	\$5,000.00
Leonia Board of Education	OT \$65.00 30min	\$5,000.00
Leonia Board of Education	PT \$65.00 30min	\$5,000.00
Miracles In Communication of Northern NJ	Speech and Language \$165 per hr,	\$20,000.00
Mobility-Independence, LLC: Gerald Miller	Vision/\$160.00 per hr	\$10,000.00
New Hope	Bedside Instruction \$550 Weekly	\$5,000.00
New Pathway Counseling Services	Bedside Instruction \$600.00 per week	\$5,000.00
Northern Valley H.S. Program	OT \$65 30min	\$12,000.00
Northern Valley H.S. Program	PT \$65 30min	\$2,000.00
Novogrow, LLC	PT/ \$135 per 45mins	\$15,000.00
Old Tappan Medical Group Dr. Ann DeAngelo	Health or Medical	\$5,000.00
OT For Kids, LLC	OT \$35 per hr	\$20,000.00
Pascack Valley Regional High School	OT \$50 per 30min, \$100 per hr	\$10,000.00
Pascack Valley Regional High School	ABA Parent Training Workshop for Special Education children of the Non-Member District - \$225 per family, per child - Workshop shall be a four hours session conducted by Region II Behavior Consultant. 2 Session Region II ABA Parent Training Workshop for staff members \$175.00	\$5,000.00

**Clinicians
2021-2022**

Placement	Discipline/Rate	NOT TO EXCEED
Pediatric Occupational Therapy Services (POTS)	\$206.00 per hour, \$155.00 45mins, Evaluation Rate \$350.00/ Indirect Cost-Administrative Fee 10%	\$65,000.00
Professional Education Services	Bedside Instruction/ \$50hr	\$15,000.00
Progressive Therapy	Progressive Therapy of NJ will provide the following services: in person or remote behavior analytic services by a behavior technician to implement programs designed by the BCBA for specified students. Teaneck Public Schools shall pay Progressive Therapy the sum of \$65.00 per hourly rate for all aforementioned services for student A, not to exceed 6 hours per week and \$55.00 per hour for all aforementioned services for student B, not to exceed 20 hours per week	\$15,000.00
Ridgefield Board Of Education	OT \$90 per 30min	\$25,000.00
Ridgefield Board Of Education	PT \$90 per 30min	\$15,000.00
School Based Therapy Services	OT \$92 per hr, OT Group \$33, Evaluation \$300	\$700,000.00
Silvergate Prep	Bedside Instruction/ \$50hr	\$15,000.00
Speech & Hearing Associates	\$575 Central Auditory Evaluation \$275 Comprehensive Peripheral Audiological Evaluation	\$5,000.00
Joseph Hospital and Medical Center	\$450 Eval	\$20,000.00
Starlight Homecare Agency	1:1 Nurse / LPN - \$38.00 / RN - \$48.00	\$30,000.00
Supreme Consultants	Evaluations - Bilingual \$750.00	\$5,000.00
The Bilingual Child Study Team	Evaluations - Bilingual \$900.00 Translations of reprotos \$80 per page	\$5,000.00

**Clinicians
2021-2022**

Placement	Discipline/Rate	NOT TO EXCEED
The Craig School	Speech and Language Services/ \$115.00 per hour Group / Indiv. \$150.00	\$5,000.00
Thera-Pede, LLC	PT \$92 per hr, PT Eval \$325	\$200,000.00
Trinity Psychological Services, LLC	Comprehensive Psychoeducational and Neuropsychological Assessment / \$4,400 Dr. O'Sullivan, \$3,800 Dr. Tam	\$5,000.00
V.M.R.B Limited Liability Company, Dr. Rojas	Psychiatric Evaluation and Report \$650 - \$850	\$5,000.00
Valley Hospital- Kireker Center	Auditory Processing/ Hearing Acuity, \$1,636 per evaluation , Neurological \$675	\$10,000.00
West Bergen Mental Healthcare	Psychotherapy / Therapeutic Group - \$65.00 / Individual Therapy - \$125.00 / Intake Evaluation - \$175.00 / Family Therapy - \$175.00	\$20,000.00
	Total	\$1,592,000.00

**Preschool Education Program Contract
School Year 2021-2022**

This Agreement is made and entered into this first day of July 2021 by and between the **Teaneck Public Schools**, with principal offices located at **651 Teaneck Road, Teaneck, New Jersey 07666** (hereinafter referred to as the “District”), and **AUCC Academy**, with its principal offices located at **50 Oakdene Ave.** (hereinafter referred to as the “private provider” as applicable or “Provider”) (together “the parties”).

Whereas, the School Funding Reform Act, P.L. 2007, c.260 (SFRA), adopted in January of 2008 provides for the expansion of a high-quality preschool program to all age- and income-eligible at-risk preschool children in New Jersey; and

Whereas, this Agreement seeks to ensure that pursuant to the SFRA, the high-quality preschool program offered by the Provider contracting with the District shall meet the educational needs of the eligible three-and four-year-old preschool children of the District through the coordination of all federal, state and local public and private community resources; and

Whereas, the District is required to offer a high-quality preschool program and has determined to do so by contracting with a qualified Provider that complies with the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; and meets the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*; and

Whereas, the Provider is a private provider and is licensed by the New Jersey Department of Children and Families (DCF) and offers services in accordance with the applicable statutory and regulatory provisions and agrees to be bound by the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*, and Fiscal Accountability, Efficiency and Budgeting Procedures, *N.J.A.C. 6A:23A et seq.*, and

Whereas, it is the intent of the parties that through this Agreement, each party shall be in compliance with all applicable federal and state statutes and regulations. The parties recognize that in the event that there are statutory or regulatory amendments there will be a need to amend this Agreement during its term to comply with any such changes.

Now, therefore, the parties hereby acknowledge and agree to the following:

I Purpose of Agreement

- A. This Agreement provides funding for the six-hour comprehensive preschool educational program (Program) for **185** school calendar days during the 2021-2022 school year. **[The number entered should equal the number of student contact days plus the number of teacher professional development days on the District school calendar exclusive of any extended year or summer programming. Also insert this number in Subsection III (B), first paragraph.]**
- B. The Provider shall offer a Program that shall meet the educational needs of the eligible three-and four-year-old preschool children of the District as set forth in this agreement and in accordance with the applicable requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and the requirements of this Agreement.

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- C. The District shall work with the Provider to meet the requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C.* 6A:13A et seq.), and the Manual of Requirements for Childcare Centers (*N.J.A.C.* 3A:52 et seq.) and shall compensate the Provider in accordance with this Agreement.

II Definitions

A. All terms within this contract have the same meaning as defined in *N.J.A.C.* 6A:13A-1.2, as supplemented below.

1. For purposes of this Agreement, the term “six-hour comprehensive educational program day” means a full-day preschool program in accordance with the school district’s grade one through twelve daily school calendar and not exceeding the District’s academic year.
2. For purposes of this Agreement, the term "Appropriately Certified Teacher" means an individual meeting the requirements set forth in Subsection III (E)(1) of this Agreement and *N.J.A.C.* 6A:13A-4.3.
3. For purposes of this Agreement, the term "Appropriately Qualified Teacher Assistant" means an individual meeting the requirements set forth in Subsection III (E) (2) of this Agreement and *N.J.A.C.* 6A:13A-4.3.
4. For purposes of this Agreement, the term “Master Teacher” means an individual meeting the requirements set forth in *N.J.A.C.* 6A:13A-4.2.
5. For the purposes of this Agreement, the term “Quarterly Expenditure Report” means a report of all actual, approvable, reasonable and customary expenditures with supporting documentation and receipts available for inspection at any time by District or Department of Education (DOE) designee, for each quarter following the payment and report schedule provided in Section VII, Compensation, for all district-approved Provider budget planning documents for the 2021-2022 school year. This includes reporting the actual expenses for all approved salaries, benefits, payroll taxes, substitute stipends, classroom materials and supplies, technology, field trips and associated transportation, space costs, food costs, and administrative and indirect costs.
6. For the purposes of this Agreement, the terms “absent without excuse” and “unexcused absence” mean any absence not due to sickness or medical condition documented by a licensed medical professional or documented family emergency. Every effort should be made to reduce chronic absenteeism, which is defined as 10 percent of 180 days or 18 days of school. The district board of education shall ensure that preschool students are not suspended, long-term or short-term, and are not expelled from school (*N.J.A.C.* 6A:13A-4.4(g)).
7. For the purposes of this Agreement, the term “homeless children and youths” is as defined in: Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq.) (*N.J.A.C.* 6A:17-2.2), The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq., The Improving

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Head Start for School Readiness Act (42 U.S.C. §9801 et seq) — and refers to individuals who lack a fixed, regular, and adequate nighttime residence and includes the following four categories:

- a. Children and youth who:
 - i. share the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - ii. are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations;
 - iii. are living in emergency or transitional shelters; or
 - iv. are abandoned in hospitals.
- b. Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- c. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.

Children of migrant or seasonal workers who qualify as homeless because they are living in circumstances described in the first three categories.**III Provider Requirements**

A. General

The Provider shall at all times:

1. Be a private provider within the meaning of *N.J.A.C. 6A:13A-1.2*.
2. Be licensed by the Department of Children and Families, Office of Licensing as a Child Care Program pursuant to *N.J.S.A. 30:5B-1 et seq.*
3. Operate pursuant to the requirements set forth in the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and the terms of this Agreement.

B. Comprehensive Education Program Requirements

The Provider shall offer a Program for **185** school calendar days during the 2021-2022 school year *[The number entered should equal the number of student contact days plus the number of teacher professional development days on the District school calendar exclusive of any extended year or summer programming. Insert number from Subsection I (A).]* during the period July 1, 2021 through June 30, 2022.

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1. The length of the school day shall be at least six (6) hours and shall conform to the length of the school day of the District consistent with Subsection I (A).
2. The Program shall consist of the comprehensive curriculum articulated in the District's preschool plan or updates, as approved by the DOE and at a minimum shall include the following components:
 - a. A comprehensive curriculum supported by research, aligned with the *New Jersey Preschool Teaching and Learning Standards*, and linked to the *New Jersey Student Learning Standards (NJSLS)* that is approved by the DOE as part of the District's plan and annual updates;
 - b. Professional Development;
 - c. Health and Social Service Coordination;
 - d. Parent Involvement Activities; and
 - e. Transition Activities.

3. Secular Program

The Program offered by the Provider shall comply with all federal, state and local laws and regulations regarding the secular nature of programs receiving public funding. It is understood that violation of this provision shall be deemed a breach of this Agreement and shall be the basis for immediate termination pursuant to Section XI of this Agreement.

C. Free Provision of Program

The Provider shall not charge parents or families of children in the program any registration or other fees to participate in the Program, if the children are eligible for the program, free of charge.

The Provider shall not require parents or families of children to participate in wrap-around services in order to be eligible for enrollment in the Program.

D. Director Qualifications

The Provider shall have a director meeting the qualifications set forth in the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52 et seq.*) and the Elements of High- Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*).

1. The director shall be responsible for the development and implementation of the overall program and shall work on a full-time basis and will be on-site at the child care center unless his/her presence is required at a District, DOE, or DCF function.

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2. The director shall not serve in any other position including, but not limited to, instructional staff member or family worker, during the same hours as he/she is serving in the capacity of center director.
3. If the director is required to be off-site for a required District, DOE, or DCF function, he/she shall assign an on-site designee, pursuant the Manual of Requirements for Childcare Centers, *N.J.A.C. 3A:52 et seq.* The designee shall not be a classroom teacher or teacher assistant.

E. Staff Qualifications

The Provider's staff shall have the following qualifications:

1. All "Appropriately Certified Teachers" shall hold a Bachelor's Degree and, at a minimum, a certificate of eligibility or certificate of eligibility with advanced standing for Preschool through Grade Three certification or other equivalent preschool certification, as set forth in *N.J.A.C. 6A:9B et seq.*
2. The Provider shall require all "Appropriately Qualified Teacher Assistants", both new hires and existing staff, to have, at a minimum, a high school diploma or its equivalent and, in school districts or schools supported by Title 1 funding, to also meet the requirements established by the Every Student Succeeds Act.
3. The Provider shall notify the District in writing, within ten (10) business days, of any termination of employment of teachers or teacher assistants serving children in preschool classrooms and when the employment of new personnel takes place.

F. Staffing Standards

The Provider shall comply with the following staffing standards for the six-hour comprehensive educational program:

1. Class Size
Contracted class size shall not be greater than fifteen (15) children with one Certified Teacher and one Appropriately Qualified Teacher Assistant, pursuant to *N.J.A.C. 6A:13A-4.3*. This ratio should be in place for the six (6)-hour day as described below.
2. Line of Sight
The teacher and/or teacher assistant must maintain a line of sight of the children during the six (6)-hour comprehensive educational program day.
3. Teacher Absences
A substitute teacher and/or substitute teacher assistant shall be present and working in the preschool classroom for each day that a teacher and/or teacher assistant is absent, whether due to illness, required training, or approved personal leave. The credential of the substitute for a teacher shall, at a minimum, meet county substitute credential requirements. Long-term substitute teachers for maternity or extended leave longer than three (3) weeks should have, at a minimum, a credential equivalent to the original

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classroom teacher. The qualification for a substitute teacher assistant shall, at a minimum, be a high school diploma. The District shall share its current substitute list with the Provider. The District shall work with the Provider in acquiring substitute certification for qualified staff.

G. Family Workers

The Provider shall have one (1) full time family worker, as required by *N.J.A.C. 6A:13A-4.6 (b) 2i-iv*, in place for every 45 children being served by the Provider who shall:

- a. Collaborate with the school district staff to ensure that activities for family involvement and social services occur.
- b. Coordinate participation in health and social services designated by the District to serve the needs of the children and their families.
- c. Provide all requested data to the District.
- d. Report to the director and collaborate with appropriate District social services staff.
- e. Complete a minimum of three (3) visits with each family in each school year.
- f. Not serve as teacher, secretary, substitute, or in any other capacity during the same hours as they are serving as the family worker.

H. Criminal History Background Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*, shall ensure that a Criminal History Record Information (CHRI) fingerprint background check is completed for all staff members at least 18 years of age who are or will be working at the center on a regularly scheduled basis, to determine whether any such person has been convicted of a crime, as specified in P.L. 2000, c. 77 and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to law or that the check reveals a disqualifying offense and the individual has demonstrated rehabilitation as determined by the Department of Children and Families.

1. Within two weeks after a new staff member begins working at the center, the Provider shall ensure that the new staff member completes the CHRI fingerprinting process.
2. Until the center receives the results of the CHRI background check from DCF for a new staff member, the center shall ensure that a current staff member is present whenever the new staff member is caring for children at the center.

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3. The Provider's Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*
4. If it is discovered during the course of the Agreement that either a) an employee with disqualifying CHRI on file that has not demonstrated rehabilitation as determined by the Department of Children and Families, or b) an employee who has not had a CHRI background check is working at a school location, said employee shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CHRI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. In accordance with Child Abuse Record Information Background Check Procedures, 3A:52-4.10, the Provider must ensure that any Provider or District newly hired employee or consultant does not have unsupervised access to children until the complete background check process is complete.
7. The Provider must also ensure that any Provider or District employee, consultant, or contractor with access to children enrolled in the program must have the complete background check completed at least once every five years, in accordance with federal and state regulations.
8. When a person who is not required to complete a CHRI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children, *N.J.A.C. 3A:52-4.10; 3A:52-4.11.*

I. Child Abuse Record Information Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*, shall obtain from all staff members who are or will be working at the center on a regularly scheduled basis, written consent for DCF to conduct a Child Abuse Record Information (CARI) background check to determine whether an incident of child abuse and/or neglect has been substantiated against any such person.

1. Within two weeks after a new staff member begins working at the center, the Provider shall submit to the DCF Office of Licensing a completed CARI consent form for the new staff member.
2. Until the results of the CARI background check of a new staff member have been received from DCF, the Provider shall ensure that a current staff member is present whenever the new staff member is caring for children.
3. The Provider's Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52-4.9 et seq.*

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4. If it is discovered during the course of this Agreement that a CARI background check reveals that an incident of child abuse and/or neglect has been substantiated against a staff member, said staff member shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CARI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. Provider must conduct the complete background checks for each employee, consultant, or contractor at least once every five years, in accordance with federal and state regulations, which must include each of the checks listed in paragraphs Section H and Section I of this Agreement.
7. When a person who is not required to complete a CARI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a children or group of children, *N.J.A.C. 3A:52-4.10; N.J.A.C. 3A:52-4.11*.

J. Nondiscrimination

The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including the Civil Rights Act and the New Jersey Law Against Discrimination, and is committed to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

1. The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.
2. The provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the provider setting forth the above provisions of the above nondiscrimination clause.
3. The Provider certifies that it has an Affirmative Action Program and except with respect to affectional or sexual orientation and gender identity or expression, the provider will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include,

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but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The provider agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
5. The provider agrees to inform in writing to its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
6. The provider agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
7. In conforming with the targeted employment goals, the provider agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Providers must also adhere to contracting requirements for affirmative action and affirmative action supplements. Forms can be accessed at <http://www.state.nj.us/treasury/purchase/forms.htm>.

K. Confidentiality of Pupil Records

The Provider shall keep all pupil records in strictest confidence. During the term of this Agreement and at all times thereafter, the Provider shall not publish, disclose or use pupil records without prior written consent of the District or as otherwise provided by law in strict accordance with *N.J.A.C. 3A:52-1.1 et seq.*, *N.J.A.C. 6A:32-7.1 et seq.*, and the Federal Family Education Rights and Privacy Act.

L. Attendance Records

The Provider shall collect and report daily attendance information on each enrolled child in the following manner:

1. The Provider and District will work together to address chronic absenteeism which is defined as missing ten (10) percent of school days, or 18 days of a 180-day school year. Providers with excessive absenteeism rates should create an action plan.

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2. If any enrolled child is absent without excuse for up to ten (10) consecutive days of school, the District and Provider shall make every effort to contact the family and get the child to school. The District and Provider may begin attempts to contact the family prior to ten (10) consecutive unexcused absences.
3. The provider will make a concerted attempt to get the child to come to school. If these attempts fail and the child is absent without excuse for ten (10) consecutive days of school, the child shall no longer be enrolled and the District/Provider may fill the slot with another child.
4. Daily attendance reports shall be provided to the District on a monthly basis.

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5. In accordance with NJAC 6A:13A-4.4 (g), preschool children shall not be expelled or suspended, which includes sending children home early or excluding children for any reason other than medical such as injury or illness. Positive behavior supports through the *Pyramid Model for Supporting Social Emotional Competencies* shall be employed to reduce or eliminate challenging behaviors.

M. Financial Management System

The Provider shall implement sound fiscal practices that include but are not limited to:

1. Maintaining a financial management system that provides timely, accurate, current and complete disclosure of all financial activities related to the Agreement, in accordance with Generally Accepted Accounting Principles (GAAP).
2. Making expenditures in strict accordance with the DOE's 2021-2022 Private Provider Budget and Expenditure Guidance.
3. Maintaining a preschool accounting system of all financial activities related to the Agreement separate from other funding sources.
4. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.
5. Make modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
6. Amending the approved budget, when appropriate, with approval by the board of education.
7. Timely completion of all financial requirements and electronic submission of all financial reports described in Section VII of this Agreement.

IV District/Provider Coordination, Cooperation

- A. The Provider and the District shall ensure that the high-quality elements required by the *New Jersey Preschool Program Implementation Guidelines* are met.
- B. The District shall, at a minimum, provide a Master Teacher for every twenty (20) preschool classrooms to provide coaching and classroom support for classroom teachers in accordance with *N.J.A.C. 6A:13A-4.2*. Master teachers will also address special needs including, but not limited to, providing additional assistance to uncertified or inexperienced teachers and professional development that supports preschool English language learners and preschool children in inclusive classroom settings. The Provider agrees to allow the Master Teachers to provide coaching and professional development services in the Provider's contracted classrooms. The District, with the center director and the teaching staff, shall develop a professional development plan that describes the role and activities of the Master Teacher for the school year.

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- C. The District shall make available to the Provider appropriate in-service training and systematic professional development activities.
- D. The District shall include the Provider's teachers in all professional development experiences offered by the district for the preschool teaching staff. The Provider's teachers must attend a minimum of **3** professional development in-service/trainings/workshops offered by the District.
- E. The District shall make available a substitute teacher list to the Provider.
- F. The District shall verify the credentials and progress toward obtaining the appropriate certification or credentials, where applicable, of all preschool teaching staff in a Provider and shall verify that all required background and criminal checks on all employees have been conducted.
- G. The District and the Provider shall articulate plans and activities for children and parents who are making the transition to elementary schools.
- H. The District shall make available health and social service resources to the Provider.
- I. The District and Provider are jointly responsible for recruitment of children.
- J. The District is responsible for ensuring that each preschool child is screened within 2 months of school entry using a developmentally-based early childhood screening assessment approved by the DOE.
- K. Eligibility for contract renewal is based on each contracting Provider classroom maintaining a minimum reliable score of **4.5** on the Early Childhood Environment Rating Scale, Third Edition (ECERS-3). The ECERS-3 must be administered by the District in each classroom no less than once every three (3) years.
- L. The Provider shall allow District or DOE designees necessary access to conduct needs assessments and data collection.
- M. The District shall provide financial management assistance to the Provider in the development and monitoring of the Provider's annual budget and implementation of the preschool program.
- N. The District shall provide a copy of its work schedule for all teaching staff to the Provider to allow the Provider to ensure that the work schedule established for the teaching staff in the contracted preschool classrooms is comparable to the work schedule provided by the District for both teaching staff contract hours and teaching staff student contact hours and is made available to all affected teaching staff.
- O. The District shall share with the Provider the plan for transition initiatives from program entry to kindergarten through grade three.
- P. The Provider shall submit a copy of their lease agreement or any written agreement for space, rent, or mortgage to the District for the school year, in every instance when the Provider is bound by such an agreement.

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- Q. The Provider shall receive written approval from the District, consistent with N.J.A.C. 6A:13A-7.1(c) prior to any change affecting physical space or location of classrooms.
- R. The McKinney-Vento Act and the New Jersey Administrative Code applies to homeless children and youths, which includes children attending preschool programs. District and Provider shall collaborate and coordinate to ensure that children experiencing homelessness are immediately enrolled, participate in educational programming, and have access to high quality early childhood programs.
1. School districts that offer a public preschool education program must ensure that children experiencing homelessness have the same access to that education as is provided to non-homeless children (42 U.S.C. § 11432(g) (4)), (*N.J. A.C. 6A:17-2.1, 6A:17-2.3*).
 2. The McKinney-Vento Homeless Assistance Act (McKinney-Vento) requires state and local educational agencies (LEAs) to remove barriers to school enrollment (42 U.S.C. §11432(g)(1)(I)), (*N.J.A.C. 6A:17-2.4(a)(3)*),
 3. Districts must ensure the immediate enrollment of children experiencing homelessness, even if they lack documents typically required for enrollment, including birth certificates, health records, and proof of residency. Immediate enrollment, is one of the core protections of the McKinney-Vento Act (42 U.S.C. §11432(g)(3)(C)), (*N.J.A.C. 6A:17-2.5(g)*).
 4. In accordance with the McKinney-Vento Act and New Jersey Administrative Code (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*), districts must provide transportation to ensure children experiencing homelessness have access to their educational day.

School districts that transport non-homeless children also must provide comparable transportation services for children experiencing homelessness (42 U.S.C. § 11432(g)(4)(A)), (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*) . In addition, transportation to the school district of residence must be provided when requested by a parent or guardian (42 U.S.C. §11432(g)(1)(J)(iii), (*N.J.A.C. 6A:17-2.4(7)*)) . Districts must continue to provide transportation to and from the school district of residence to formerly homeless students who become permanently housed for the remainder of the academic year during which the child becomes permanently housed (42 U.S.C. § 11432 (g)(3)(A)(II), (*N.J.A.C. 6A:17-2.5*). All transportation must be arranged promptly to ensure immediate enrollment and so as not to create barriers to homeless students' attendance, retention, and success (see 42 U.S.C § 11431(2) and 11432(g)(1)(I)), (*N.J.A.C. 6A:17-1.1, N.J.A.C. 6A:17-2.4*).

Ongoing communication, collaboration, and coordination between Provider and District, including teachers, social workers, McKinney-Vento regional coordinators/district homeless liaisons, and health staff members are vital in order to increase the enrollment of children and the provision of services to them and their families.

V Monitoring of Program Performance

- A. The District and the DOE are responsible for monitoring the Provider on a regular basis to ensure that the Provider is delivering a quality program. The Provider shall provide the District, the DOE and the Department of Human Services access to its site and program records for purposes of monitoring and ensuring that the Provider is complying with all aspects of this Agreement.

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- B. The Provider shall inform the District in writing of all conditions that may negatively affect or are negatively affecting the performance of services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Provider to correct the problems and when corrective action will be taken.
- C. The District may, at any reasonable time, make site visits to inspect the program, facility, books, records and equipment relating to the provision of the early childhood education services, review program accomplishments and management and financial control systems, as well as interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.
- D. The District shall conduct on-site monitoring at least twice in each contract year to assess compliance and shall ensure that the Provider is complying with the requirements of this Agreement.
- E. The District shall assess classroom quality and create action plans for teaching staff using the following steps:
 - 1. The District shall score program quality on a graduated scale in all preschool classrooms based on results of the ECERS-3 as referenced in Subsection IV (K) of this Agreement.
 - 2. An action plan shall be developed and implemented by the District and Provider if any classroom falls below the minimum acceptable ECERS-3 score referenced in Subsection IV (K) of this Agreement. Development of the action plan shall involve participation of the District and the Provider in joint discussions to determine the classroom quality improvements that are necessary based upon the results of the observation instrument and establishment of a timeframe for making the required changes. The Master Teacher shall provide technical assistance to the classroom teacher based upon the action plan.
 - 3. If the District deems that improvements have not been made according to the established plan and schedule, the District or Provider should request that the classroom or program be evaluated by a reliable independent observer approved by the DOE. If the reliable independent observer verifies that the action plan is not being satisfied, steps shall be taken to remove the Provider teacher from the classroom or not renew or terminate the preschool program contract pursuant to the provisions for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.

VI Records, Maintenance and Retention of Records

- A. Any and all records concerning the operation of the program shall be retained in accordance with The School District Records Retention Schedule (attached to this Agreement as Attachment A and incorporated herein). Such records shall be made available to the representatives of the District and the DOE upon request. Such records shall also be available to the public to the same extent that the District records are available for public inspection.
- B. Where not otherwise specified in the School District Records Retention Schedule, the retention period starts on July 1 for records created by or filed with the Provider during the prior school year.

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- C. If the provider intends to destroy any records no longer necessary to maintain under the School District Records Retention Schedule, Provider must consult and seek written approval from the District, prior to any destruction of records. Otherwise, the Provider shall transfer those records to the custody of the District.
- D. The Provider shall cause all Subcontractors to comply with the terms of this Section.
- E. The Provider shall maintain and have available for audit and/or inspection all books and records that may be requested by the District, DOE and/or DCF. A copy of said documents shall be provided to the District, the DOE and/or DCF upon request.
- F. The Provider shall submit to the District, in a timely manner, monthly student enrollment and attendance reports, and such other reports or data as may be required by this Agreement, statute or regulation. The District and DOE shall provide reasonable notice of audits and/or inspections.
- G. The Provider shall provide, in a timely manner, copies of all work papers produced in connection with audits made by the Provider to the District and the DOE, upon written request.

VII Compensation

- A. The maximum number of children for which the Provider will be compensated is **60** for the 2021-2022 school year. The District shall pay monthly to the Provider one-tenth (1/10) of the provider's approved 2021-2022 budget planning document subject to revisions pursuant to Subsection VII(C), (D), (G), & (H)(4). Any revisions made pursuant to Subsection VII(C), (D), (G), & (H)(4) shall be made based on the provider's average daily enrollment, not average daily attendance. The district-approved 2021-2022 budget planning document is attached as Attachment B.
- B. From October through June, in the event the average monthly enrollment for the month is greater than or equal to fourteen-fifteenths (14/15) of the number of contract slots in A above, then the amount due the following month under the contract shall equal the monthly amount as described in A above.
- C. From October through June, in the event the average monthly enrollment for the month is less than fourteen-fifteenths (14/15) of the number of contract slots, the amount due the following month under the contract shall equal the monthly amount multiplied by the average monthly enrollment for the month, divided by the number of contract slots.
- D. For the month of October, the amount due under the contract shall not be subject to adjustment due to September enrollment for each contracted classroom that is open to receive children by September 1.
- E. The Provider shall collect and report daily attendance information on each enrolled child in the manner set forth in Subsection III (L)(4).
- F. Collection of attendance information should be used for operational and reporting purposes only.

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- G. The District shall make ten (10) monthly payments to the Provider in the sum of one-tenth (1/10) of the revenues provided under the Provider's District-approved 2021-2022 budget planning document as set forth in A above.
- H. Except for September 1, payment shall be made each month following receipt and verification of the Provider's enrollment for the previous month. The enrollment report is to be submitted to the District on the last business day of each month. Monthly payments will not be made until the enrollment report is received and reviewed by the District. The District will review the enrollment report within one week of receiving the report. In addition, the final payment, which is to be adjusted in accordance with C and F above and based on the Provider's enrollment reports for May and June and Quarterly Expenditure Reports including receipts and supporting documentation, pursuant to H below, shall be issued on or before August 1, 2021.
- I. The Provider agrees to submit to the District a Quarterly Expenditure Report, as defined in Subsection II (A)(4), of actual, approvable, reasonable and customary expenditures signed and certified by the director and officer of the corporation (if the director is not an officer), if incorporated, and understands that the District will recoup any unexpended or misspent funds based on the Quarterly Expenditure Reports, enrollment records and monthly payments made by the District. Based on its review of the Quarterly Expenditure Report, the District shall make prorated adjustments to subsequent monthly payments.
1. If the provision for receipt and verification of the Provider's enrollment as described in G above are met, monthly payments shall be made on: September 1, October 15, November 15, December 15, January 15, February 15, March 15, April 15, and May 15. One final payment shall be issued on or before August 1, 2021.
 2. Quarterly Expenditure Reports (for quarters ending September 30, December 31, March 31, and June 30) shall be submitted to the District no later than: October 15, January 15, April 15, and June 30, respectively.
 3. The provider will appropriately expend funds to meet the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.* for each category of goods and services in their District-approved 2021-2022 budget planning document, including, but not limited to instructional staff positions, materials, supplies, and technology. Materials, supplies, and technology purchases must also meet the criteria set forth in the district's comprehensive preschool curriculum.
 4. The District may make a monthly payment adjustment at any time during the contract period to reimburse the Provider for large expenditures related to approved budget items including, but not limited to, playground equipment.
 5. Districts may not withhold funding at any time during the contract period without meeting with the Provider. If the issue of payment is not resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

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VIII Availability of Funds

The parties recognize that payments by the District to the Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of state funds. The Provider is aware that the District's receipt of state funds is expressly conditional upon allocation, review and approval by the DOE.

IX Term of Agreement

The term of this Agreement shall be July 1, 2021 to June 30, 2022.

X Renewal of Non-Renewal of a Preschool Program Contract

A. The District Board of Education and Provider and DOE shall use the following processes for renewal or non-renewal of the Provider preschool program contract:

1. For all Provider contract renewals:

- a. The District shall notify any Provider, in writing on or before May 1 of each contract year, of its intent to renew the preschool program contract for an additional one-year term.
- b. The Provider shall notify the District in writing within thirty (30) days of receipt of a renewal notice from the District of its acceptance or rejection of the offer to renew the Agreement for one year.

2. For all Provider contract non-renewals:

- a. The District shall notify the Provider, the DOE, Division of Early Childhood Education, and the DCF, Office of Licensing in writing on or before May 1 in any contract year of the intent to not renew any Provider's preschool program contract for an additional one-year term. The notification shall include the reason(s) for non-renewal, including, but not limited to:
 - i. Fiscal mismanagement: The District must provide documentation verifying evidence of the Provider's fiscal mismanagement as well as documentation that the district attempted to assist the Provider to correct fiscal mismanagement issues.
 - ii. Poor classroom quality: The District must provide evidence that it first assessed classroom quality and created a classroom quality improvement plan in accordance with Section V of this Agreement.
 - iii. Available in-district classroom space: For a non-renewal based on available in-district space, the following requirements must be met:
 - (1) The new configuration must meet the elements of high quality described in N.J.A.C. 6A:13A et seq. and educational facilities standards for preschool described in N.J.A.C. 6A:26 et seq.; and

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- (2) It must be economically more efficient to serve the preschool children in the district space, after considering all costs associated with providing the preschool program; and
 - (3) The quality of the current in-district preschool program must meet an average ECERS-3 score of at least four point five (4.5).
- b. The Provider may dispute the non-renewal of the preschool program contract received in writing from the District by notifying the District and the DOE in writing within ten (10) business days of receipt of the notice of non-renewal.
 - c. If non-renewal is disputed by the Provider, the Provider and the District shall submit written justification for their positions to the DOE, Division of Early Childhood Education within ten (10) days of the Provider's notification of intent to dispute.
 - d. The appropriateness of the non-renewal decision will be affirmed or denied by the DOE. The non-renewal decision may be appealed to the Commissioner of the DOE ("Commissioner") pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.
 - e. Upon non-renewal, the District shall recover from the Provider all playground materials, playground equipment both installed and uninstalled, start-up classroom materials and start-up classroom technology or the monetary equivalent thereof. The amount to be recovered shall be determined by current market value or depreciated value of said items (as per Federal Depreciation schedule), whichever is lower.

XI Termination of a Preschool Program Contract (see *N.J.A.C. 6A:13A-9.4(b)*)

A. The District shall have the right to terminate this Agreement immediately upon:

- 1. Notice of revocation of the Provider's license;
- 2. Provider's breach of any of the following provisions of this Agreement:
 - a. Failure to conduct CHRI background checks as set forth in Subsection III(H) of this Agreement;
 - b. Failure to conduct CARI checks as set forth in Subsection III(I) of this Agreement; or
 - c. Violation of any federal, state or local law or regulation regarding the secular nature of programs receiving public funding as set forth in Subsection III(B)(3) of this Agreement.
- 3. Provider's action(s) or inaction(s) that placed children in the Program at serious risk of harm.

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- B. For any breach of contract, except those that trigger the right to immediate termination defined in Subsection XI(A), the District shall have the right to terminate this Agreement as follows:
1. If a Provider fails to comply with any of terms of this Agreement or applicable federal, state or local requirements, the District shall notify the Provider and the DOE, Division of Early Childhood Education and Family Engagement of the deficiency in writing.
 2. If the Provider fails to submit a corrective action plan demonstrating how they will resolve the deficiency within thirty (30) days and if the Provider fails to implement the correction action plan within ninety (90) days, the District may initiate termination of this Agreement upon written notice to the Provider and DOE, Division of Early Childhood Education and Family Engagement. Termination of the contract shall be subject to written approval by the DOE to the District and Provider.
 - a. District must submit the deficiency in writing
 - b. Provider must submit a corrective action plan within thirty (30) days
 - c. Provider must implement the corrective action plan within ninety (90) days.
- C. The Provider shall have the right to appeal to the Commissioner a District's decision to terminate this Agreement pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes. The filing of an appeal under *N.J.A.C. 6A:3 et seq.* shall not prevent the termination from becoming effective on the date specified unless the appealing party seeks and is granted a stay pending decision by the Commissioner.
- D. The District and the Provider may terminate this Agreement by mutual agreement, in writing, upon notice to and receipt of written approval from the DOE.
1. In the event of termination under this Subsection XI(D), said termination shall take effect upon the thirtieth day from the date the District and the Provider receive written approval from the DOE to terminate this Agreement.
- E. Upon termination, the District shall recover monetary value of startup materials limited to playground equipment, non-consumable startup materials, and start up classroom technology based on DOE approval. The amount recovered shall be determined by the current market value or depreciated value of said items (as per Federal Depreciation Schedule), whichever is lower.
- F. In the event of non-renewal or termination of this Agreement pursuant to Sections X and XI of this Agreement, by either the District or the Provider, the Provider shall continue the service until the District has found an appropriate placement for all children unless termination was instigated under the provisions set forth in Subsection XI(A) in which case termination shall be immediate. At no time shall the Provider be required to continue the service for more than ninety (90) days beyond the expiration or termination date of the existing Agreement. The Provider will be reimbursed for this continued service at the funding level established in Subsection VII of this Agreement.

Preschool Contract
2021-2022 School Year

XII Informal Dispute Resolution Process

- A. The District and Provider shall attempt to resolve any dispute that may arise under this Agreement. If the dispute cannot be resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

XIII Subcontracting and Assignment

- A. The Provider shall not subcontract and/or assign services to be provided pursuant to Section I of this Agreement, without written approval from the District and the Commissioner.
- B. The Provider agrees to make all records of any subcontractor available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement for the purpose of review. All subcontracts entered into by the Provider shall include a provision whereby the Subcontractor acknowledges its obligation to make all pertinent records available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement.

XIV Indemnification

- A. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Agreement, nor shall they be construed to neither relieve the Provider from any liability nor preclude the State from taking other actions available to it under any other provision of this Agreement or at law.
- B. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the District and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Agreement, nor shall they be construed to relieve the Provider from any liability nor preclude the District from taking other actions available to it under any other provision of this Agreement or at law.

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- C. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

XV Insurance

- A. The Provider shall procure and maintain at its own expense, until at least two years after the completion of all services performed under this Agreement and any modification hereto, liability insurance for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The Provider expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Provider's obligations assumed in this Agreement, and shall not be construed to relieve the Provider from liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

1. The types and minimum amount of insurance shall be as follows:

a. General Liability Insurance

- i. The minimum limits of liability for this insurance shall be as follows:

(A) Bodily Injury Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

(B) Property Damage Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

- ii. The above required General Liability Insurance shall name the State of New Jersey as an additional insured. The above required General Liability Insurance shall also name the District as an additional insured. The coverage to be provided under this policy shall include contractual liability coverage. The aggregate limits may be increased by the parties, upon mutual agreement, in order to provide adequate protection to the State and the District.

b. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles and/or buses for the approved transport of children with minimum limits as follows:

- i. Bodily Injury Liability: \$2,000,000.00 each occurrence;

- ii. Property Damage Liability: \$2,000,000.00 each occurrence; and

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- iii. The above required Comprehensive Automobile Liability Insurance shall name the State of New Jersey as an additional insured. The above required Comprehensive Automobile Liability Insurance shall also name the District as an additional insured. The Provider shall equip any vehicle and/or bus used in the transportation of children with "children's seats."

c. Workers' Compensation Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction.

d. Employer's Liability Insurance

Employer's Liability Insurance with limits not less than:

- (1) \$1,000,000 Bodily Injury, each occurrence;
- (2) \$1,000,000 Disease each employee; and
- (3) \$1,000,000 Disease aggregate limit.

e. Employee Fidelity Bond

An Employee Fidelity Bond shall be procured on all employees of the Provider insuring against loss from employee's dishonest acts. The Bond shall be in the amount of a percentage of the current year's budget set forth in the schedule below:

Total Budget	Minimum Bond Amount
Up to \$100,000.00	20 percent of budget (Minimum \$10,000)
\$100,000.01 to \$250,000	\$20,000 plus 15 percent of all over \$100,000
\$250,000.01 to \$500,000.00	\$42,500 plus 13 percent of all over \$250,000
\$500,000.01 to \$750,000.00	\$75,000 plus 8 percent of all over \$500,000
\$750,000.01 to \$1,000,000.00	\$95,000 plus 4 percent of all over \$750,000
\$1,000,000.01 to \$2,000,000.00	\$105,000 plus 2 percent of all over \$1,000,000
\$2,000,000.01 to \$5,000,000.00	\$125,000 plus 1 percent of all over \$2,000,000
\$5,000,000.01 to \$10,000,000	\$155,000 plus ½ percent of all over \$5,000,000

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Total Budget	Minimum Bond Amount
10,000,000.01 and upwards	\$180,000 plus $\frac{1}{4}$ percent of all over \$10,000,000

In fixing such minimum bond, round to the nearest \$1,000.

2. The Provider shall, prior to the commencement of services required under this Agreement, provide the District with valid Certificates of Insurance as evidence of the Provider's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in Subsection A(1)(a), (b), (c), (d) and (e) above.
3. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth Subsection A(1)(a), (b), (c), (d) and (e) above. Allowance of any additional exclusions will be at the discretion of the State. Regardless of the allowance of exclusions or deductions by the State, the Provider shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks the Provider assumes under this Agreement and as imposed by law.
4. The Certificates shall provide for notice in writing to the District prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The Provider shall also, upon request, provide the DOE with valid Certificates of Insurance and copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the Provider.

In the event that the Provider provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Provider is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the Provider shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the District is continuously in possession of evidence of the Provider's insurance in accordance with the foregoing provisions.

5. In the event the Provider fails or refuses to renew any of its insurance policies, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the District may refuse to make payment of any further monies due under this Agreement until such time as the Provider reinstates the insurance, consistent with the requirements of this Agreement. Upon reinstatement, the District will promptly pay the Provider all money withheld in accordance with this provision. If the Provider does not reinstate the insurance within thirty (30) days of notice by the District of the insurance lapse, the District may, upon approval of the Commissioner, terminate this Agreement.
6. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

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XVI Notices

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if a) delivered by registered and certified mail, return receipt requested or b) delivered by hand. Until changed by notice in the manner specified above, the addresses of the parties to this Agreement shall be:

For the District:

District Contact Name, Title and Address

With a copy to:

General Counsel Name and Address

For the Provider:

Provider Contact Name, Title and Address

XVII Anti-Collusion

The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.

XVIII Independent Contractor

The relationship of the Provider to the District is that of an Independent Contractor. The Provider, its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered

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employees of the District or the State of New Jersey and shall not have the right to bind or obligate the District or State in any manner.

XIX Business Registration

Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.

XX Pay to Play Provisions

A. Pay to Play Bar

Pursuant to *N.J.A.C. 6A:23A et seq.*, and consistent with the definitions of N.J.S.A. 19:44A-1 *et seq.*, each contracting for-profit Provider shall provide the requisite vendor certification(s) of reportable contributions to the District in advance of execution of the contract so that the District may determine whether there has been any contribution that would bar the entry of the contract between the District and the for-profit Provider.

B. Pay to Play Disclosure

Pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271), each contracting for-profit Provider shall submit the requisite disclosure(s) to the District at least ten (10) days prior to entering into this contract.

C. Disclosure of Contributions to ELEC

Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

XXI Miscellaneous

A. Compliance with Laws

The Provider covenants that it is familiar with and shall comply with the provisions of all statutes and regulations of the DCF, Child Protection and Permanency, and the DOE, as well as other federal, state and local statutes and regulations which are, or may become, applicable to the provision of child care services and early childhood education provided under this Agreement. This includes, but is not limited to, the Provider's obligation immediately to report to Child Protection and Permanency any suspected incident of child abuse or neglect. The Provider agrees it shall maintain, throughout the term of this Agreement, a current Child Care Center License as issued by the DCF's Office of Licensing.

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B. Applicable Law

The parties agree that this Agreement shall be construed and enforced under the laws of the State of New Jersey.

C. Entire Agreement

This Agreement, together with all Attachments referred to herein, constitutes the entire Agreement between the parties and supersedes all oral and written Agreements, if any, between the parties. No amendment or modification changing the Agreement's scope or terms shall have any force and effect unless it is made in writing, signed by both parties and approved by DOE.

D. Headings

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

E. Severability

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

F. Waiver

No term or provision hereof shall be deemed waived and no breach excused by the parties unless such waiver or consent shall be in writing and signed by the appropriate officers of the parties.

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In Witness Whereof the parties have executed this Agreement as of the day and year above set forth.

Name of School District

By:

District Superintendent Signature

Date

Approved as to Legal Form:

By:

General Counsel Signature

Name of Provider's Center/Agency

By:

Authorized Provider Signature and Title

Date

**Preschool Education Program Contract
School Year 2021-2022**

This Agreement is made and entered into this first day of July 2021 by and between the **Teaneck Public Schools**, with principal offices located at **651 Teaneck Road, Teaneck**, New Jersey **07666** (hereinafter referred to as the “District”), and **Bergen Day School**, with its principal offices located at **321 Queen Anne Rd.** (hereinafter referred to as the “private provider” as applicable or “Provider”) (together “the parties”).

Whereas, the School Funding Reform Act, P.L. 2007, c.260 (SFRA), adopted in January of 2008 provides for the expansion of a high-quality preschool program to all age- and income-eligible at-risk preschool children in New Jersey; and

Whereas, this Agreement seeks to ensure that pursuant to the SFRA, the high-quality preschool program offered by the Provider contracting with the District shall meet the educational needs of the eligible three-and four-year-old preschool children of the District through the coordination of all federal, state and local public and private community resources; and

Whereas, the District is required to offer a high-quality preschool program and has determined to do so by contracting with a qualified Provider that complies with the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; and meets the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*; and

Whereas, the Provider is a private provider and is licensed by the New Jersey Department of Children and Families (DCF) and offers services in accordance with the applicable statutory and regulatory provisions and agrees to be bound by the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*, and Fiscal Accountability, Efficiency and Budgeting Procedures, *N.J.A.C. 6A:23A et seq.*, and

Whereas, it is the intent of the parties that through this Agreement, each party shall be in compliance with all applicable federal and state statutes and regulations. The parties recognize that in the event that there are statutory or regulatory amendments there will be a need to amend this Agreement during its term to comply with any such changes.

Now, therefore, the parties hereby acknowledge and agree to the following:

I Purpose of Agreement

- A. This Agreement provides funding for the six-hour comprehensive preschool educational program (Program) for **185** school calendar days during the 2021-2022 school year. **[The number entered should equal the number of student contact days plus the number of teacher professional development days on the District school calendar exclusive of any extended year or summer programming. Also insert this number in Subsection III (B), first paragraph.]**
- B. The Provider shall offer a Program that shall meet the educational needs of the eligible three-and four-year-old preschool children of the District as set forth in this agreement and in accordance with the applicable requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and the requirements of this Agreement.

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- C. The District shall work with the Provider to meet the requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C.* 6A:13A et seq.), and the Manual of Requirements for Childcare Centers (*N.J.A.C.* 3A:52 et seq.) and shall compensate the Provider in accordance with this Agreement.

II Definitions

A. All terms within this contract have the same meaning as defined in *N.J.A.C.* 6A:13A-1.2, as supplemented below.

1. For purposes of this Agreement, the term “six-hour comprehensive educational program day” means a full-day preschool program in accordance with the school district’s grade one through twelve daily school calendar and not exceeding the District’s academic year.
2. For purposes of this Agreement, the term "Appropriately Certified Teacher" means an individual meeting the requirements set forth in Subsection III (E)(1) of this Agreement and *N.J.A.C.* 6A:13A-4.3.
3. For purposes of this Agreement, the term "Appropriately Qualified Teacher Assistant" means an individual meeting the requirements set forth in Subsection III (E) (2) of this Agreement and *N.J.A.C.* 6A:13A-4.3.
4. For purposes of this Agreement, the term “Master Teacher” means an individual meeting the requirements set forth in *N.J.A.C.* 6A:13A-4.2.
5. For the purposes of this Agreement, the term “Quarterly Expenditure Report” means a report of all actual, approvable, reasonable and customary expenditures with supporting documentation and receipts available for inspection at any time by District or Department of Education (DOE) designee, for each quarter following the payment and report schedule provided in Section VII, Compensation, for all district-approved Provider budget planning documents for the 2021-2022 school year. This includes reporting the actual expenses for all approved salaries, benefits, payroll taxes, substitute stipends, classroom materials and supplies, technology, field trips and associated transportation, space costs, food costs, and administrative and indirect costs.
6. For the purposes of this Agreement, the terms “absent without excuse” and “unexcused absence” mean any absence not due to sickness or medical condition documented by a licensed medical professional or documented family emergency. Every effort should be made to reduce chronic absenteeism, which is defined as 10 percent of 180 days or 18 days of school. The district board of education shall ensure that preschool students are not suspended, long-term or short-term, and are not expelled from school (*N.J.A.C.* 6A:13A-4.4(g)).
7. For the purposes of this Agreement, the term “homeless children and youths” is as defined in: Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq.) (*N.J.A.C.* 6A:17-2.2), The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq., The Improving

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Head Start for School Readiness Act (42 U.S.C. §9801 et seq) — and refers to individuals who lack a fixed, regular, and adequate nighttime residence and includes the following four categories:

- a. Children and youth who:
 - i. share the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - ii. are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations;
 - iii. are living in emergency or transitional shelters; or
 - iv. are abandoned in hospitals.
- b. Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- c. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.

Children of migrant or seasonal workers who qualify as homeless because they are living in circumstances described in the first three categories.**III Provider Requirements**

A. General

The Provider shall at all times:

1. Be a private provider within the meaning of *N.J.A.C. 6A:13A-1.2*.
2. Be licensed by the Department of Children and Families, Office of Licensing as a Child Care Program pursuant to *N.J.S.A. 30:5B-1 et seq.*
3. Operate pursuant to the requirements set forth in the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and the terms of this Agreement.

B. Comprehensive Education Program Requirements

The Provider shall offer a Program for **185** school calendar days during the 2021-2022 school year *[The number entered should equal the number of student contact days plus the number of teacher professional development days on the District school calendar exclusive of any extended year or summer programming. Insert number from Subsection I (A).]* during the period July 1, 2021 through June 30, 2022.

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1. The length of the school day shall be at least six (6) hours and shall conform to the length of the school day of the District consistent with Subsection I (A).
2. The Program shall consist of the comprehensive curriculum articulated in the District's preschool plan or updates, as approved by the DOE and at a minimum shall include the following components:
 - a. A comprehensive curriculum supported by research, aligned with the *New Jersey Preschool Teaching and Learning Standards*, and linked to the *New Jersey Student Learning Standards (NJSLS)* that is approved by the DOE as part of the District's plan and annual updates;
 - b. Professional Development;
 - c. Health and Social Service Coordination;
 - d. Parent Involvement Activities; and
 - e. Transition Activities.

3. Secular Program

The Program offered by the Provider shall comply with all federal, state and local laws and regulations regarding the secular nature of programs receiving public funding. It is understood that violation of this provision shall be deemed a breach of this Agreement and shall be the basis for immediate termination pursuant to Section XI of this Agreement.

C. Free Provision of Program

The Provider shall not charge parents or families of children in the program any registration or other fees to participate in the Program, if the children are eligible for the program, free of charge.

The Provider shall not require parents or families of children to participate in wrap-around services in order to be eligible for enrollment in the Program.

D. Director Qualifications

The Provider shall have a director meeting the qualifications set forth in the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52 et seq.*) and the Elements of High- Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*).

1. The director shall be responsible for the development and implementation of the overall program and shall work on a full-time basis and will be on-site at the child care center unless his/her presence is required at a District, DOE, or DCF function.

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2. The director shall not serve in any other position including, but not limited to, instructional staff member or family worker, during the same hours as he/she is serving in the capacity of center director.
3. If the director is required to be off-site for a required District, DOE, or DCF function, he/she shall assign an on-site designee, pursuant the Manual of Requirements for Childcare Centers, *N.J.A.C. 3A:52 et seq.* The designee shall not be a classroom teacher or teacher assistant.

E. Staff Qualifications

The Provider's staff shall have the following qualifications:

1. All "Appropriately Certified Teachers" shall hold a Bachelor's Degree and, at a minimum, a certificate of eligibility or certificate of eligibility with advanced standing for Preschool through Grade Three certification or other equivalent preschool certification, as set forth in *N.J.A.C. 6A:9B et seq.*
2. The Provider shall require all "Appropriately Qualified Teacher Assistants", both new hires and existing staff, to have, at a minimum, a high school diploma or its equivalent and, in school districts or schools supported by Title 1 funding, to also meet the requirements established by the Every Student Succeeds Act.
3. The Provider shall notify the District in writing, within ten (10) business days, of any termination of employment of teachers or teacher assistants serving children in preschool classrooms and when the employment of new personnel takes place.

F. Staffing Standards

The Provider shall comply with the following staffing standards for the six-hour comprehensive educational program:

1. Class Size
Contracted class size shall not be greater than fifteen (15) children with one Certified Teacher and one Appropriately Qualified Teacher Assistant, pursuant to *N.J.A.C. 6A:13A-4.3*. This ratio should be in place for the six (6)-hour day as described below.
2. Line of Sight
The teacher and/or teacher assistant must maintain a line of sight of the children during the six (6)-hour comprehensive educational program day.
3. Teacher Absences
A substitute teacher and/or substitute teacher assistant shall be present and working in the preschool classroom for each day that a teacher and/or teacher assistant is absent, whether due to illness, required training, or approved personal leave. The credential of the substitute for a teacher shall, at a minimum, meet county substitute credential requirements. Long-term substitute teachers for maternity or extended leave longer than three (3) weeks should have, at a minimum, a credential equivalent to the original

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classroom teacher. The qualification for a substitute teacher assistant shall, at a minimum, be a high school diploma. The District shall share its current substitute list with the Provider. The District shall work with the Provider in acquiring substitute certification for qualified staff.

G. Family Workers

The Provider shall have one (1) full time family worker, as required by *N.J.A.C. 6A:13A-4.6 (b) 2i-iv*, in place for every 45 children being served by the Provider who shall:

- a. Collaborate with the school district staff to ensure that activities for family involvement and social services occur.
- b. Coordinate participation in health and social services designated by the District to serve the needs of the children and their families.
- c. Provide all requested data to the District.
- d. Report to the director and collaborate with appropriate District social services staff.
- e. Complete a minimum of three (3) visits with each family in each school year.
- f. Not serve as teacher, secretary, substitute, or in any other capacity during the same hours as they are serving as the family worker.

H. Criminal History Background Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*, shall ensure that a Criminal History Record Information (CHRI) fingerprint background check is completed for all staff members at least 18 years of age who are or will be working at the center on a regularly scheduled basis, to determine whether any such person has been convicted of a crime, as specified in P.L. 2000, c. 77 and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to law or that the check reveals a disqualifying offense and the individual has demonstrated rehabilitation as determined by the Department of Children and Families.

1. Within two weeks after a new staff member begins working at the center, the Provider shall ensure that the new staff member completes the CHRI fingerprinting process.
2. Until the center receives the results of the CHRI background check from DCF for a new staff member, the center shall ensure that a current staff member is present whenever the new staff member is caring for children at the center.

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3. The Provider's Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*
4. If it is discovered during the course of the Agreement that either a) an employee with disqualifying CHRI on file that has not demonstrated rehabilitation as determined by the Department of Children and Families, or b) an employee who has not had a CHRI background check is working at a school location, said employee shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CHRI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. In accordance with Child Abuse Record Information Background Check Procedures, 3A:52-4.10, the Provider must ensure that any Provider or District newly hired employee or consultant does not have unsupervised access to children until the complete background check process is complete.
7. The Provider must also ensure that any Provider or District employee, consultant, or contractor with access to children enrolled in the program must have the complete background check completed at least once every five years, in accordance with federal and state regulations.
8. When a person who is not required to complete a CHRI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children, *N.J.A.C. 3A:52-4.10; 3A:52-4.11.*

I. Child Abuse Record Information Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*, shall obtain from all staff members who are or will be working at the center on a regularly scheduled basis, written consent for DCF to conduct a Child Abuse Record Information (CARI) background check to determine whether an incident of child abuse and/or neglect has been substantiated against any such person.

1. Within two weeks after a new staff member begins working at the center, the Provider shall submit to the DCF Office of Licensing a completed CARI consent form for the new staff member.
2. Until the results of the CARI background check of a new staff member have been received from DCF, the Provider shall ensure that a current staff member is present whenever the new staff member is caring for children.
3. The Provider's Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52-4.9 et seq.*

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4. If it is discovered during the course of this Agreement that a CARI background check reveals that an incident of child abuse and/or neglect has been substantiated against a staff member, said staff member shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CARI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. Provider must conduct the complete background checks for each employee, consultant, or contractor at least once every five years, in accordance with federal and state regulations, which must include each of the checks listed in paragraphs Section H and Section I of this Agreement.
7. When a person who is not required to complete a CARI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a children or group of children, *N.J.A.C. 3A:52-4.10; N.J.A.C. 3A:52-4.11*.

J. Nondiscrimination

The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including the Civil Rights Act and the New Jersey Law Against Discrimination, and is committed to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

1. The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.
2. The provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the provider setting forth the above provisions of the above nondiscrimination clause.
3. The Provider certifies that it has an Affirmative Action Program and except with respect to affectional or sexual orientation and gender identity or expression, the provider will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include,

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but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The provider agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
5. The provider agrees to inform in writing to its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
6. The provider agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
7. In conforming with the targeted employment goals, the provider agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Providers must also adhere to contracting requirements for affirmative action and affirmative action supplements. Forms can be accessed at <http://www.state.nj.us/treasury/purchase/forms.htm>.

K. Confidentiality of Pupil Records

The Provider shall keep all pupil records in strictest confidence. During the term of this Agreement and at all times thereafter, the Provider shall not publish, disclose or use pupil records without prior written consent of the District or as otherwise provided by law in strict accordance with *N.J.A.C. 3A:52-1.1 et seq.*, *N.J.A.C. 6A:32-7.1 et seq.*, and the Federal Family Education Rights and Privacy Act.

L. Attendance Records

The Provider shall collect and report daily attendance information on each enrolled child in the following manner:

1. The Provider and District will work together to address chronic absenteeism which is defined as missing ten (10) percent of school days, or 18 days of a 180-day school year. Providers with excessive absenteeism rates should create an action plan.

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2. If any enrolled child is absent without excuse for up to ten (10) consecutive days of school, the District and Provider shall make every effort to contact the family and get the child to school. The District and Provider may begin attempts to contact the family prior to ten (10) consecutive unexcused absences.
3. The provider will make a concerted attempt to get the child to come to school. If these attempts fail and the child is absent without excuse for ten (10) consecutive days of school, the child shall no longer be enrolled and the District/Provider may fill the slot with another child.
4. Daily attendance reports shall be provided to the District on a monthly basis.

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5. In accordance with NJAC 6A:13A-4.4 (g), preschool children shall not be expelled or suspended, which includes sending children home early or excluding children for any reason other than medical such as injury or illness. Positive behavior supports through the *Pyramid Model for Supporting Social Emotional Competencies* shall be employed to reduce or eliminate challenging behaviors.

M. Financial Management System

The Provider shall implement sound fiscal practices that include but are not limited to:

1. Maintaining a financial management system that provides timely, accurate, current and complete disclosure of all financial activities related to the Agreement, in accordance with Generally Accepted Accounting Principles (GAAP).
2. Making expenditures in strict accordance with the DOE's 2021-2022 Private Provider Budget and Expenditure Guidance.
3. Maintaining a preschool accounting system of all financial activities related to the Agreement separate from other funding sources.
4. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.
5. Make modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
6. Amending the approved budget, when appropriate, with approval by the board of education.
7. Timely completion of all financial requirements and electronic submission of all financial reports described in Section VII of this Agreement.

IV District/Provider Coordination, Cooperation

- A. The Provider and the District shall ensure that the high-quality elements required by the *New Jersey Preschool Program Implementation Guidelines* are met.
- B. The District shall, at a minimum, provide a Master Teacher for every twenty (20) preschool classrooms to provide coaching and classroom support for classroom teachers in accordance with *N.J.A.C. 6A:13A-4.2*. Master teachers will also address special needs including, but not limited to, providing additional assistance to uncertified or inexperienced teachers and professional development that supports preschool English language learners and preschool children in inclusive classroom settings. The Provider agrees to allow the Master Teachers to provide coaching and professional development services in the Provider's contracted classrooms. The District, with the center director and the teaching staff, shall develop a professional development plan that describes the role and activities of the Master Teacher for the school year.

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- C. The District shall make available to the Provider appropriate in-service training and systematic professional development activities.
- D. The District shall include the Provider's teachers in all professional development experiences offered by the district for the preschool teaching staff. The Provider's teachers must attend a minimum of **3** professional development in-service/trainings/workshops offered by the District.
- E. The District shall make available a substitute teacher list to the Provider.
- F. The District shall verify the credentials and progress toward obtaining the appropriate certification or credentials, where applicable, of all preschool teaching staff in a Provider and shall verify that all required background and criminal checks on all employees have been conducted.
- G. The District and the Provider shall articulate plans and activities for children and parents who are making the transition to elementary schools.
- H. The District shall make available health and social service resources to the Provider.
- I. The District and Provider are jointly responsible for recruitment of children.
- J. The District is responsible for ensuring that each preschool child is screened within 2 months of school entry using a developmentally-based early childhood screening assessment approved by the DOE.
- K. Eligibility for contract renewal is based on each contracting Provider classroom maintaining a minimum reliable score of **4.5** on the Early Childhood Environment Rating Scale, Third Edition (ECERS-3). The ECERS-3 must be administered by the District in each classroom no less than once every three (3) years.
- L. The Provider shall allow District or DOE designees necessary access to conduct needs assessments and data collection.
- M. The District shall provide financial management assistance to the Provider in the development and monitoring of the Provider's annual budget and implementation of the preschool program.
- N. The District shall provide a copy of its work schedule for all teaching staff to the Provider to allow the Provider to ensure that the work schedule established for the teaching staff in the contracted preschool classrooms is comparable to the work schedule provided by the District for both teaching staff contract hours and teaching staff student contact hours and is made available to all affected teaching staff.
- O. The District shall share with the Provider the plan for transition initiatives from program entry to kindergarten through grade three.
- P. The Provider shall submit a copy of their lease agreement or any written agreement for space, rent, or mortgage to the District for the school year, in every instance when the Provider is bound by such an agreement.

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- Q. The Provider shall receive written approval from the District, consistent with N.J.A.C. 6A:13A-7.1(c) prior to any change affecting physical space or location of classrooms.
- R. The McKinney-Vento Act and the New Jersey Administrative Code applies to homeless children and youths, which includes children attending preschool programs. District and Provider shall collaborate and coordinate to ensure that children experiencing homelessness are immediately enrolled, participate in educational programming, and have access to high quality early childhood programs.
1. School districts that offer a public preschool education program must ensure that children experiencing homelessness have the same access to that education as is provided to non-homeless children (42 U.S.C. § 11432(g) (4)), (*N.J. A.C. 6A:17-2.1, 6A:17-2.3*).
 2. The McKinney-Vento Homeless Assistance Act (McKinney-Vento) requires state and local educational agencies (LEAs) to remove barriers to school enrollment (42 U.S.C. §11432(g)(1)(I)), (*N.J.A.C. 6A:17-2.4(a)(3)*),
 3. Districts must ensure the immediate enrollment of children experiencing homelessness, even if they lack documents typically required for enrollment, including birth certificates, health records, and proof of residency. Immediate enrollment, is one of the core protections of the McKinney-Vento Act (42 U.S.C. §11432(g)(3)(C)), (*N.J.A.C. 6A:17-2.5(g)*).
 4. In accordance with the McKinney-Vento Act and New Jersey Administrative Code (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*), districts must provide transportation to ensure children experiencing homelessness have access to their educational day.

School districts that transport non-homeless children also must provide comparable transportation services for children experiencing homelessness (42 U.S.C. § 11432(g)(4)(A)), (*N.J.A.C. 6A:17-2.3, N.J.A.C. 6A:27-6.2*) . In addition, transportation to the school district of residence must be provided when requested by a parent or guardian (42 U.S.C. §11432(g)(1)(J)(iii), (*N.J.A.C. 6A:17-2.4(7)*)) . Districts must continue to provide transportation to and from the school district of residence to formerly homeless students who become permanently housed for the remainder of the academic year during which the child becomes permanently housed (42 U.S.C. § 11432 (g)(3)(A)(II), (*N.J.A.C. 6A:17-2.5*). All transportation must be arranged promptly to ensure immediate enrollment and so as not to create barriers to homeless students' attendance, retention, and success (see 42 U.S.C § 11431(2) and 11432(g)(1)(I)), (*N.J.A.C. 6A:17-1.1, N.J.A.C. 6A:17-2.4*).

Ongoing communication, collaboration, and coordination between Provider and District, including teachers, social workers, McKinney-Vento regional coordinators/district homeless liaisons, and health staff members are vital in order to increase the enrollment of children and the provision of services to them and their families.

V Monitoring of Program Performance

- A. The District and the DOE are responsible for monitoring the Provider on a regular basis to ensure that the Provider is delivering a quality program. The Provider shall provide the District, the DOE and the Department of Human Services access to its site and program records for purposes of monitoring and ensuring that the Provider is complying with all aspects of this Agreement.

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- B. The Provider shall inform the District in writing of all conditions that may negatively affect or are negatively affecting the performance of services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Provider to correct the problems and when corrective action will be taken.
- C. The District may, at any reasonable time, make site visits to inspect the program, facility, books, records and equipment relating to the provision of the early childhood education services, review program accomplishments and management and financial control systems, as well as interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.
- D. The District shall conduct on-site monitoring at least twice in each contract year to assess compliance and shall ensure that the Provider is complying with the requirements of this Agreement.
- E. The District shall assess classroom quality and create action plans for teaching staff using the following steps:
 - 1. The District shall score program quality on a graduated scale in all preschool classrooms based on results of the ECERS-3 as referenced in Subsection IV (K) of this Agreement.
 - 2. An action plan shall be developed and implemented by the District and Provider if any classroom falls below the minimum acceptable ECERS-3 score referenced in Subsection IV (K) of this Agreement. Development of the action plan shall involve participation of the District and the Provider in joint discussions to determine the classroom quality improvements that are necessary based upon the results of the observation instrument and establishment of a timeframe for making the required changes. The Master Teacher shall provide technical assistance to the classroom teacher based upon the action plan.
 - 3. If the District deems that improvements have not been made according to the established plan and schedule, the District or Provider should request that the classroom or program be evaluated by a reliable independent observer approved by the DOE. If the reliable independent observer verifies that the action plan is not being satisfied, steps shall be taken to remove the Provider teacher from the classroom or not renew or terminate the preschool program contract pursuant to the provisions for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.

VI Records, Maintenance and Retention of Records

- A. Any and all records concerning the operation of the program shall be retained in accordance with The School District Records Retention Schedule (attached to this Agreement as Attachment A and incorporated herein). Such records shall be made available to the representatives of the District and the DOE upon request. Such records shall also be available to the public to the same extent that the District records are available for public inspection.
- B. Where not otherwise specified in the School District Records Retention Schedule, the retention period starts on July 1 for records created by or filed with the Provider during the prior school year.

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- C. If the provider intends to destroy any records no longer necessary to maintain under the School District Records Retention Schedule, Provider must consult and seek written approval from the District, prior to any destruction of records. Otherwise, the Provider shall transfer those records to the custody of the District.
- D. The Provider shall cause all Subcontractors to comply with the terms of this Section.
- E. The Provider shall maintain and have available for audit and/or inspection all books and records that may be requested by the District, DOE and/or DCF. A copy of said documents shall be provided to the District, the DOE and/or DCF upon request.
- F. The Provider shall submit to the District, in a timely manner, monthly student enrollment and attendance reports, and such other reports or data as may be required by this Agreement, statute or regulation. The District and DOE shall provide reasonable notice of audits and/or inspections.
- G. The Provider shall provide, in a timely manner, copies of all work papers produced in connection with audits made by the Provider to the District and the DOE, upon written request.

VII Compensation

- A. The maximum number of children for which the Provider will be compensated is **60** for the 2021-2022 school year. The District shall pay monthly to the Provider one-tenth (1/10) of the provider's approved 2021-2022 budget planning document subject to revisions pursuant to Subsection VII(C), (D), (G), & (H)(4). Any revisions made pursuant to Subsection VII(C), (D), (G), & (H)(4) shall be made based on the provider's average daily enrollment, not average daily attendance. The district-approved 2021-2022 budget planning document is attached as Attachment B.
- B. From October through June, in the event the average monthly enrollment for the month is greater than or equal to fourteen-fifteenths (14/15) of the number of contract slots in A above, then the amount due the following month under the contract shall equal the monthly amount as described in A above.
- C. From October through June, in the event the average monthly enrollment for the month is less than fourteen-fifteenths (14/15) of the number of contract slots, the amount due the following month under the contract shall equal the monthly amount multiplied by the average monthly enrollment for the month, divided by the number of contract slots.
- D. For the month of October, the amount due under the contract shall not be subject to adjustment due to September enrollment for each contracted classroom that is open to receive children by September 1.
- E. The Provider shall collect and report daily attendance information on each enrolled child in the manner set forth in Subsection III (L)(4).
- F. Collection of attendance information should be used for operational and reporting purposes only.

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- G. The District shall make ten (10) monthly payments to the Provider in the sum of one-tenth (1/10) of the revenues provided under the Provider's District-approved 2021-2022 budget planning document as set forth in A above.
- H. Except for September 1, payment shall be made each month following receipt and verification of the Provider's enrollment for the previous month. The enrollment report is to be submitted to the District on the last business day of each month. Monthly payments will not be made until the enrollment report is received and reviewed by the District. The District will review the enrollment report within one week of receiving the report. In addition, the final payment, which is to be adjusted in accordance with C and F above and based on the Provider's enrollment reports for May and June and Quarterly Expenditure Reports including receipts and supporting documentation, pursuant to H below, shall be issued on or before August 1, 2021.
- I. The Provider agrees to submit to the District a Quarterly Expenditure Report, as defined in Subsection II (A)(4), of actual, approvable, reasonable and customary expenditures signed and certified by the director and officer of the corporation (if the director is not an officer), if incorporated, and understands that the District will recoup any unexpended or misspent funds based on the Quarterly Expenditure Reports, enrollment records and monthly payments made by the District. Based on its review of the Quarterly Expenditure Report, the District shall make prorated adjustments to subsequent monthly payments.
1. If the provision for receipt and verification of the Provider's enrollment as described in G above are met, monthly payments shall be made on: September 1, October 15, November 15, December 15, January 15, February 15, March 15, April 15, and May 15. One final payment shall be issued on or before August 1, 2021.
 2. Quarterly Expenditure Reports (for quarters ending September 30, December 31, March 31, and June 30) shall be submitted to the District no later than: October 15, January 15, April 15, and June 30, respectively.
 3. The provider will appropriately expend funds to meet the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.* for each category of goods and services in their District-approved 2021-2022 budget planning document, including, but not limited to instructional staff positions, materials, supplies, and technology. Materials, supplies, and technology purchases must also meet the criteria set forth in the district's comprehensive preschool curriculum.
 4. The District may make a monthly payment adjustment at any time during the contract period to reimburse the Provider for large expenditures related to approved budget items including, but not limited to, playground equipment.
 5. Districts may not withhold funding at any time during the contract period without meeting with the Provider. If the issue of payment is not resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

Preschool Contract
2021-2022 School Year

VIII Availability of Funds

The parties recognize that payments by the District to the Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of state funds. The Provider is aware that the District's receipt of state funds is expressly conditional upon allocation, review and approval by the DOE.

IX Term of Agreement

The term of this Agreement shall be July 1, 2021 to June 30, 2022.

X Renewal of Non-Renewal of a Preschool Program Contract

A. The District Board of Education and Provider and DOE shall use the following processes for renewal or non-renewal of the Provider preschool program contract:

1. For all Provider contract renewals:

- a. The District shall notify any Provider, in writing on or before May 1 of each contract year, of its intent to renew the preschool program contract for an additional one-year term.
- b. The Provider shall notify the District in writing within thirty (30) days of receipt of a renewal notice from the District of its acceptance or rejection of the offer to renew the Agreement for one year.

2. For all Provider contract non-renewals:

- a. The District shall notify the Provider, the DOE, Division of Early Childhood Education, and the DCF, Office of Licensing in writing on or before May 1 in any contract year of the intent to not renew any Provider's preschool program contract for an additional one-year term. The notification shall include the reason(s) for non-renewal, including, but not limited to:
 - i. Fiscal mismanagement: The District must provide documentation verifying evidence of the Provider's fiscal mismanagement as well as documentation that the district attempted to assist the Provider to correct fiscal mismanagement issues.
 - ii. Poor classroom quality: The District must provide evidence that it first assessed classroom quality and created a classroom quality improvement plan in accordance with Section V of this Agreement.
 - iii. Available in-district classroom space: For a non-renewal based on available in-district space, the following requirements must be met:
 - (1) The new configuration must meet the elements of high quality described in N.J.A.C. 6A:13A et seq. and educational facilities standards for preschool described in N.J.A.C. 6A:26 et seq.; and

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- (2) It must be economically more efficient to serve the preschool children in the district space, after considering all costs associated with providing the preschool program; and
 - (3) The quality of the current in-district preschool program must meet an average ECERS-3 score of at least four point five (4.5).
- b. The Provider may dispute the non-renewal of the preschool program contract received in writing from the District by notifying the District and the DOE in writing within ten (10) business days of receipt of the notice of non-renewal.
 - c. If non-renewal is disputed by the Provider, the Provider and the District shall submit written justification for their positions to the DOE, Division of Early Childhood Education within ten (10) days of the Provider's notification of intent to dispute.
 - d. The appropriateness of the non-renewal decision will be affirmed or denied by the DOE. The non-renewal decision may be appealed to the Commissioner of the DOE ("Commissioner") pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.
 - e. Upon non-renewal, the District shall recover from the Provider all playground materials, playground equipment both installed and uninstalled, start-up classroom materials and start-up classroom technology or the monetary equivalent thereof. The amount to be recovered shall be determined by current market value or depreciated value of said items (as per Federal Depreciation schedule), whichever is lower.

XI Termination of a Preschool Program Contract (see *N.J.A.C. 6A:13A-9.4(b)*)

A. The District shall have the right to terminate this Agreement immediately upon:

- 1. Notice of revocation of the Provider's license;
- 2. Provider's breach of any of the following provisions of this Agreement:
 - a. Failure to conduct CHRI background checks as set forth in Subsection III(H) of this Agreement;
 - b. Failure to conduct CARI checks as set forth in Subsection III(I) of this Agreement; or
 - c. Violation of any federal, state or local law or regulation regarding the secular nature of programs receiving public funding as set forth in Subsection III(B)(3) of this Agreement.
- 3. Provider's action(s) or inaction(s) that placed children in the Program at serious risk of harm.

Preschool Contract
2021-2022 School Year

- B. For any breach of contract, except those that trigger the right to immediate termination defined in Subsection XI(A), the District shall have the right to terminate this Agreement as follows:
1. If a Provider fails to comply with any of terms of this Agreement or applicable federal, state or local requirements, the District shall notify the Provider and the DOE, Division of Early Childhood Education and Family Engagement of the deficiency in writing.
 2. If the Provider fails to submit a corrective action plan demonstrating how they will resolve the deficiency within thirty (30) days and if the Provider fails to implement the correction action plan within ninety (90) days, the District may initiate termination of this Agreement upon written notice to the Provider and DOE, Division of Early Childhood Education and Family Engagement. Termination of the contract shall be subject to written approval by the DOE to the District and Provider.
 - a. District must submit the deficiency in writing
 - b. Provider must submit a corrective action plan within thirty (30) days
 - c. Provider must implement the corrective action plan within ninety (90) days.
- C. The Provider shall have the right to appeal to the Commissioner a District's decision to terminate this Agreement pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes. The filing of an appeal under *N.J.A.C. 6A:3 et seq.* shall not prevent the termination from becoming effective on the date specified unless the appealing party seeks and is granted a stay pending decision by the Commissioner.
- D. The District and the Provider may terminate this Agreement by mutual agreement, in writing, upon notice to and receipt of written approval from the DOE.
1. In the event of termination under this Subsection XI(D), said termination shall take effect upon the thirtieth day from the date the District and the Provider receive written approval from the DOE to terminate this Agreement.
- E. Upon termination, the District shall recover monetary value of startup materials limited to playground equipment, non-consumable startup materials, and start up classroom technology based on DOE approval. The amount recovered shall be determined by the current market value or depreciated value of said items (as per Federal Depreciation Schedule), whichever is lower.
- F. In the event of non-renewal or termination of this Agreement pursuant to Sections X and XI of this Agreement, by either the District or the Provider, the Provider shall continue the service until the District has found an appropriate placement for all children unless termination was instigated under the provisions set forth in Subsection XI(A) in which case termination shall be immediate. At no time shall the Provider be required to continue the service for more than ninety (90) days beyond the expiration or termination date of the existing Agreement. The Provider will be reimbursed for this continued service at the funding level established in Subsection VII of this Agreement.

Preschool Contract
2021-2022 School Year

XII Informal Dispute Resolution Process

- A. The District and Provider shall attempt to resolve any dispute that may arise under this Agreement. If the dispute cannot be resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

XIII Subcontracting and Assignment

- A. The Provider shall not subcontract and/or assign services to be provided pursuant to Section I of this Agreement, without written approval from the District and the Commissioner.
- B. The Provider agrees to make all records of any subcontractor available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement for the purpose of review. All subcontracts entered into by the Provider shall include a provision whereby the Subcontractor acknowledges its obligation to make all pertinent records available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement.

XIV Indemnification

- A. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Agreement, nor shall they be construed to neither relieve the Provider from any liability nor preclude the State from taking other actions available to it under any other provision of this Agreement or at law.
- B. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the District and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Agreement, nor shall they be construed to relieve the Provider from any liability nor preclude the District from taking other actions available to it under any other provision of this Agreement or at law.

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2021-2022 School Year

- C. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

XV Insurance

- A. The Provider shall procure and maintain at its own expense, until at least two years after the completion of all services performed under this Agreement and any modification hereto, liability insurance for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The Provider expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Provider's obligations assumed in this Agreement, and shall not be construed to relieve the Provider from liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

1. The types and minimum amount of insurance shall be as follows:

a. General Liability Insurance

- i. The minimum limits of liability for this insurance shall be as follows:

(A) Bodily Injury Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

(B) Property Damage Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

- ii. The above required General Liability Insurance shall name the State of New Jersey as an additional insured. The above required General Liability Insurance shall also name the District as an additional insured. The coverage to be provided under this policy shall include contractual liability coverage. The aggregate limits may be increased by the parties, upon mutual agreement, in order to provide adequate protection to the State and the District.

b. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles and/or buses for the approved transport of children with minimum limits as follows:

- i. Bodily Injury Liability: \$2,000,000.00 each occurrence;

- ii. Property Damage Liability: \$2,000,000.00 each occurrence; and

Preschool Contract
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- iii. The above required Comprehensive Automobile Liability Insurance shall name the State of New Jersey as an additional insured. The above required Comprehensive Automobile Liability Insurance shall also name the District as an additional insured. The Provider shall equip any vehicle and/or bus used in the transportation of children with "children's seats."

c. Workers' Compensation Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction.

d. Employer's Liability Insurance

Employer's Liability Insurance with limits not less than:

- (1) \$1,000,000 Bodily Injury, each occurrence;
- (2) \$1,000,000 Disease each employee; and
- (3) \$1,000,000 Disease aggregate limit.

e. Employee Fidelity Bond

An Employee Fidelity Bond shall be procured on all employees of the Provider insuring against loss from employee's dishonest acts. The Bond shall be in the amount of a percentage of the current year's budget set forth in the schedule below:

Total Budget	Minimum Bond Amount
Up to \$100,000.00	20 percent of budget (Minimum \$10,000)
\$100,000.01 to \$250,000	\$20,000 plus 15 percent of all over \$100,000
\$250,000.01 to \$500,000.00	\$42,500 plus 13 percent of all over \$250,000
\$500,000.01 to \$750,000.00	\$75,000 plus 8 percent of all over \$500,000
\$750,000.01 to \$1,000,000.00	\$95,000 plus 4 percent of all over \$750,000
\$1,000,000.01 to \$2,000,000.00	\$105,000 plus 2 percent of all over \$1,000,000
\$2,000,000.01 to \$5,000,000.00	\$125,000 plus 1 percent of all over \$2,000,000
\$5,000,000.01 to \$10,000,000	\$155,000 plus ½ percent of all over \$5,000,000

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2021-2022 School Year

Total Budget	Minimum Bond Amount
10,000,000.01 and upwards	\$180,000 plus $\frac{1}{4}$ percent of all over \$10,000,000

In fixing such minimum bond, round to the nearest \$1,000.

2. The Provider shall, prior to the commencement of services required under this Agreement, provide the District with valid Certificates of Insurance as evidence of the Provider's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in Subsection A(1)(a), (b), (c), (d) and (e) above.
3. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth Subsection A(1)(a), (b), (c), (d) and (e) above. Allowance of any additional exclusions will be at the discretion of the State. Regardless of the allowance of exclusions or deductions by the State, the Provider shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks the Provider assumes under this Agreement and as imposed by law.
4. The Certificates shall provide for notice in writing to the District prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The Provider shall also, upon request, provide the DOE with valid Certificates of Insurance and copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the Provider.

In the event that the Provider provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Provider is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the Provider shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the District is continuously in possession of evidence of the Provider's insurance in accordance with the foregoing provisions.

5. In the event the Provider fails or refuses to renew any of its insurance policies, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the District may refuse to make payment of any further monies due under this Agreement until such time as the Provider reinstates the insurance, consistent with the requirements of this Agreement. Upon reinstatement, the District will promptly pay the Provider all money withheld in accordance with this provision. If the Provider does not reinstate the insurance within thirty (30) days of notice by the District of the insurance lapse, the District may, upon approval of the Commissioner, terminate this Agreement.
6. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

Preschool Contract
2021-2022 School Year

XVI Notices

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if a) delivered by registered and certified mail, return receipt requested or b) delivered by hand. Until changed by notice in the manner specified above, the addresses of the parties to this Agreement shall be:

For the District:

District Contact Name, Title and Address

With a copy to:

General Counsel Name and Address

For the Provider:

Provider Contact Name, Title and Address

XVII Anti-Collusion

The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.

XVIII Independent Contractor

The relationship of the Provider to the District is that of an Independent Contractor. The Provider, its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered

Preschool Contract
2021-2022 School Year

employees of the District or the State of New Jersey and shall not have the right to bind or obligate the District or State in any manner.

XIX Business Registration

Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.

XX Pay to Play Provisions

A. Pay to Play Bar

Pursuant to *N.J.A.C. 6A:23A et seq.*, and consistent with the definitions of N.J.S.A. 19:44A-1 *et seq.*, each contracting for-profit Provider shall provide the requisite vendor certification(s) of reportable contributions to the District in advance of execution of the contract so that the District may determine whether there has been any contribution that would bar the entry of the contract between the District and the for-profit Provider.

B. Pay to Play Disclosure

Pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271), each contracting for-profit Provider shall submit the requisite disclosure(s) to the District at least ten (10) days prior to entering into this contract.

C. Disclosure of Contributions to ELEC

Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

XXI Miscellaneous

A. Compliance with Laws

The Provider covenants that it is familiar with and shall comply with the provisions of all statutes and regulations of the DCF, Child Protection and Permanency, and the DOE, as well as other federal, state and local statutes and regulations which are, or may become, applicable to the provision of child care services and early childhood education provided under this Agreement. This includes, but is not limited to, the Provider's obligation immediately to report to Child Protection and Permanency any suspected incident of child abuse or neglect. The Provider agrees it shall maintain, throughout the term of this Agreement, a current Child Care Center License as issued by the DCF's Office of Licensing.

Preschool Contract
2021-2022 School Year

B. Applicable Law

The parties agree that this Agreement shall be construed and enforced under the laws of the State of New Jersey.

C. Entire Agreement

This Agreement, together with all Attachments referred to herein, constitutes the entire Agreement between the parties and supersedes all oral and written Agreements, if any, between the parties. No amendment or modification changing the Agreement's scope or terms shall have any force and effect unless it is made in writing, signed by both parties and approved by DOE.

D. Headings

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

E. Severability

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

F. Waiver

No term or provision hereof shall be deemed waived and no breach excused by the parties unless such waiver or consent shall be in writing and signed by the appropriate officers of the parties.

Preschool Contract
2021-2022 School Year

In Witness Whereof the parties have executed this Agreement as of the day and year above set forth.

Name of School District

By:

District Superintendent Signature

Date

Approved as to Legal Form:

By:

General Counsel Signature

Name of Provider's Center/Agency

By:

Authorized Provider Signature and Title

Date



June 22, 2021

Dr. Christopher Irving
Superintendent
Teaneck Public Schools
One Merrison Street
Teaneck, NJ 07666

Dear Dr. Irving:

Bergen Day School Early Childhood Learning Center, is looking forward to partnering with the Teaneck School District as a private provider to service the Pre-K students of Teaneck for the 2021-2022 school year.

We are designating two classrooms that can accommodate thirty (30) Pre-K students.

Feel free to contact me at the number or email below with any questions or comments. Thank you for this opportunity. I look forward to working with Teaneck to provide a high quality Pre-K program for the young children of Teaneck .

Kind Regards,

Marilyn Estrems
Sponsor



AUCC Academy

50 Oakdene Ave
Teaneck, NJ 07666
(201) 525-AUCC
auccacademy@gmail.com
AUCCNJ.org

June 18, 2021

Dr. Christopher Irving
Superintendent
Teaneck Public Schools
One Merrison Street
Teaneck, NJ 07666

Dear Dr. Irving;

AUCC Academy would like to continue the partnership with the Teaneck Board of Education for the 2021-2022 school year in providing high quality preschool for the community's youngest learners.

We are designating four(4) classrooms that can accommodate up to sixty(60) pre-k students.

Feel free to contact me at the number, or email above with any questions or comments.

Sincerely,

Suha Hassan

Suha Hassan,
Director of Operations

PROPOSAL SUBMITTED TO Teaneck Public Schools			PHONE (201) 248-0205	DATE 03/26/2021	
CUSTOMER Anthony D'Angelo			JOB Lowell ES		
CITY Teaneck	STATE New Jersey	ZIP 07666	CITY Teaneck	STATE New Jersey	ZIP 07666

At your request, we submit the following :

Lowell ES Gym Floor - Repair/Sand/Refinish

- Remove approximately, 2,780 sf of damaged flooring.
- Shoot the slab with laser and provide grid readings. No work included for slab corrections. If the slab needs work another quote will be given for the extra work.
- Install ActionFlex subfloor system made from double layer 15/32" (12 mm) thick APA exposure 1 rated sheathing minimum APA span rating of 32/16 on top of 1/4" (6 mm) continuous foam shock pad
- Install 25/32 x 2.25" 2nd btr certified MFMA maple flooring.
- Sand the entire gym floor using a coarse, medium, and fine sandpaper.
- Apply two coats of Sikafloor® WP-8.1 MFMA certified 350 V.O.C. oil-modified finish using a gym floor applicator.
- Repaint the existing game lines or in a similar design.
- Abrade the paint then apply a third and fourth finish coat of Sikafloor® WP-8.1 MFMA certified 350 V.O.C. oil-modified finish.
- Install aluminum saddles at the doorways
- Install 4" Black-vented cove base around the perimeter where needed.

We propose hereby to finish material and labor complete in accordance with the above specification for the sum of:
Dollars \$ 67,951.00

Payment to be made as follows: 100% Upon substantial completion.

NOTES

- Owner is responsible for providing an accessible electrical panel box with 120/208 3-phase minimum 100-amp hook-up.
- Prevailing wages must be paid in order to do this work.
- This price is based upon using a dumpster provided by Mathusek Incorporated.
- Work will be performed during normal work hours from 7 AM to 3:30 PM. Overtime rates will be applied after hours/weekends.
- Unless specified the owner is responsible to remove bleachers before and during the new floor installation and will be responsible to reinstall bleachers after the work has finished.
- According to the MFMA, due to changes in temperature and humidity, a newly sanded floor will contract and expand significantly more, especially during the first and second years. This may cause chipping of paint and finish.

Acceptance of Proposal --- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Notes: This quote is good for 90 days from the date above.

Signature :

Signature

Signature Date

All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the

Authorized Signature:

205 Mia Mathusek

above specifications will become an additional charge over and above the estimate.

[Signature]
03/26/2021

Date: 03/26/2021



Theodora Smiley Lacey School

Boiler Replacement Project

Proposed Project Agreement

Date:
1/26/2021

Proposal Number:
P03371

Prepared for:
Theodora Smiley Lacey School
1 Merrison Street
Teaneck, New Jersey 07666

Prepared by:
Greg Peterson
732-783-7216
greg.peterson@limbachinc.com



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS



SERVICE

ENGINEERING

CONSTRUCTION

SERVICE



PROJECT PROPOSAL

Company

Limbach Company LLC
440 West Ferris St
East Brunswick, NJ 08816
Ph: 732-783-7216

Proposal Date: 1/26/2021

Proposal Number: P03371

Bill To Identity

Teaneck BOE
1315 Taft Road
Teaneck, New Jersey 07666
Anthony D'Angelo

Agreement Location

Theodora Smiley Lacey School
1 Merrison Street
Teaneck, New Jersey 07666
Mark Spezio

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Project Name: Boiler Replacement

Thank you for the opportunity to provide your firm with our solution for above mentioned project. We are pleased to provide labor, equipment, and material to provide a turnkey solution for your mechanical system.

This proposal is valid for thirty (30) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.

TERMS OF PAYMENT: 1/3 upon approval of proposal, progress billings, and balance due 30 days from final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Base price to furnish materials and labor – complete in accordance with scope of work, for the sum of \$159,520.00 plus any applicable taxes

Project is being performed under NJ COOP T1372

Thank you once again for this opportunity to be of service. If you have any questions or require further information, please do not hesitate to contact our office.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Name (Print/ Type)

Phone

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Supplement




Scope of Work:


1. Remove two (2) existing H.B Smith Boilers.
2. Including all necessary removal.
3. Furnish and install two (2) Aerco BMK 1000 boilers.
4. Reconnect to existing supply and return lines.
5. Reconnect to existing gas supply lines.
6. Reconnect existing electrical supply lines.
7. Cap existing chimney.
8. Furnish and install exhaust venting for two (2) boilers.
9. Furnish and install gas pipe and fittings as needed.
10. Furnish and install black threaded pipe and fittings as needed.
11. Furnish and install copper pipe and fittings as needed.
12. Make necessary electrical power wiring connections.
13. Make necessary low voltage control wiring reconnections.
14. Start and check new equipment.
15. Start and check new unit operation.
16. Add for signed, sealed, and permittable drawings \$12,800.00.

Notes & Exclusions:

1. No sales tax included in price.
2. All work outlined to be performed during normal working hours.
3. No removal of hazardous material.
4. No permits or fees.
5. Control programming not included.
6. No hole cutting or patching
7. No power wiring
8. No roof cutting or patching
9. No testing and balancing
10. No drawings or fees.

Pictures

Description	Picture
	
	
	

Description	Picture
	 Two RECO Benchmark water purifiers are shown against a solid green background. The purifier on the left is a tall, silver-colored unit with a black control panel featuring a digital display and several buttons. The purifier on the right is a shorter, black unit with a similar control panel. Both units have the 'RECO Benchmark' logo at the top.



Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.
2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Customer will promptly pay each invoice within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.
5. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)
6. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.
7. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



9. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

12. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

13. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -



Teaneck BOE

Thomas Jefferson Middle School Water Heater Project

Proposed Project Agreement

Date:

6/9/2021

Proposal Number:

P03886

Prepared for:

Teaneck BOE
1315 Taft Road
Teaneck, New Jersey 07666



Prepared by:

Greg Peterson

732-783-7216

greg.peterson@limbachinc.com



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS



SERVICE

ENGINEERING

CONSTRUCTION

SERVICE



PROJECT PROPOSAL

Company

Limbach Company LLC
440 West Ferris St
East Brunswick, NJ 08816
Ph: 732-783-7216

Proposal Date: 6/9/2021

Proposal Number: P03886

Bill To Identity

Teaneck BOE
1315 Taft Road
Teaneck, New Jersey 07666
Anthony D'Angelo

Agreement Location

Teaneck BOE
1315 Taft Road
Teaneck, New Jersey 07666
Anthony D'Angelo

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Project Name: Thomas Jefferson Middle School

Thank you for the opportunity to provide your firm with our solution for above mentioned project. We are pleased to provide labor, equipment, and material to provide a turnkey solution for your mechanical system.

This proposal is valid for thirty (30) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.

TERMS OF PAYMENT: 1/3 upon approval of proposal, progress billings, and balance due 30 days from final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Base price to furnish materials and labor – complete in accordance with scope of work, for the sum of \$99,985.00 plus any applicable taxes

Project is being performed under NJ COOP T1372

Thank you once again for this opportunity to be of service. If you have any questions or require further information, please do not hesitate to contact our office.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Signature (Authorized Representative)

Name (Print/ Type)

Phone

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Supplement

Proposal Includes:

1. Furnish & Install DWH-1 Lochinvar Condensing Gas Fired Water Heater on new concrete housekeeping pad
2. Furnish and Install DWST-1 Domestic Water Glass Lined & Insulated Storage tank
3. Furnish and Install DWET-1 Domestic Water Expansion tank
4. Furnish and Install TMV-1 1" Domestic Water Mixing Valve
5. Existing HW Circ Pump P1 to remain.
6. Furnish & Install copper interconnecting piping, fittings, and valves as required
7. Furnish and install new 1" natural gas piping with regulator
8. Furnish & Install Pipe hangers as required
9. Furnish & install new 3" PVC flue piping with sidewall termination kit
10. Furnish and Install electrical power wiring as indicated.
11. Furnish and Install pipe insulation as indicated
12. Remove existing DWH-1, and cap piping as indicated
13. Remove existing Domestic water Storage tank
14. Provide Start Up on New Equipment
15. Add for signed, sealed, and permittable drawings \$9,200.00.

Notes & Exclusions:

1. No sales tax included in price.
2. No asbestos abatement included.
3. No permit fees included.
4. All work outlined to be performed during normal working hours, unless noted otherwise above
5. No material expediting costs
6. No removal of hazardous material.
7. No engineers seal of any documentation
8. No cutting and coring
9. No controls or BMS Integration
10. Anything not specifically included above



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- - - END OF TERMS AND CONDITIONS - - -