

Minutes of the proceedings of the **PUBLIC WORK MEETING** held on Wednesday, June 8, 2022, in the 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 Public Work Session Meeting of the Teaneck Board of Education, held on Wednesday, June 8, 2022, virtually via zoom app, at 8:10 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](http://www.teaneckschools.org), on January 14, 2022."

**III. Roll Call**

<i>Board Member</i>	<i>Present</i>	<i>Absent</i>
Mrs. Burns (Linda)	x	
Ms. Fisher (Victoria)-Vice President	x	
Mrs. Gee (Danielle)	x	
Dr. Klein (Dennis)	x	
Mr. Rodriguez (Jonathan)	x	
Mr. Rodriguez (Sebastian)-President	x	
Ms. Sanders (Denise)	x	
Ms. Vatsky (Sharon)	x	

**IV. Reaffirmation of District Goals**

**V. Superintendent's Report**

Please click link below to view the Superintendent's Report:

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

**VI. Public Comment (Agenda and Non-Agenda Items)**

Please click the link below to view the public comments:

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

**VII. Board Presentations - NONE**

**VIII. Board Committee Reports**

Please click the link below to view the Board Committee Reports:

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

**IX. Agenda Items**

Please click the link below to view the Public Board meeting:

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

**X. Executive Session**

Ms. Gee motioned to adjourn the public meeting and convene into the executive session to discuss Negotiations and Donaldson Hearing at 9:02 pm. Said motion was seconded by Ms. Vatsky and carried by a unanimous vote.

<b>Motion: D. Gee</b>	<b>Second: S. Vatsky</b>			
<b>Board Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Mrs. Burns (Linda)	x			
Ms. Fisher (Victoria)- Vice President	x			
Mrs. Gee (Danielle)	x			
Dr. Klein (Dennis)	x			
Mr. Rodriguez (Jonathan)	x			
Mr. Rodriguez (Sebastian)- President	x			
Ms. Sanders (Denise)	x			
Ms. Vatsky (Sharon)	x			

Ms. Gee motioned to adjourn the executive session and convene back into the public meeting at 11:10 pm. Said motion was seconded by Mr. Rodriguez and carried by a unanimous vote.

<b>Motion: D. Gee</b>	<b>Second: J. Rodriguez</b>			
<b>Board Member</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Mrs. Burns (Linda)	x			
Ms. Fisher (Victoria)- Vice President	x			
Mrs. Gee (Danielle)	x			
Dr. Klein (Dennis)	x			
Mr. Rodriguez (Jonathan)	x			
Mr. Rodriguez (Sebastian)- President	x			
Ms. Sanders (Denise)	x			
Ms. Vatsky (Sharon)	x			

## XI. Adjournment

Ms. Fisher motioned to adjourn the public meeting at 11:15 pm. Said motion was seconded by Ms. Gee and carried by a unanimous vote.

<b><i>Motion: V. Fisher</i></b>	<b><i>Second: D. Gee</i></b>			
<b><i>Board Member</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
Mrs. Burns (Linda)	x			
Ms. Fisher (Victoria)- Vice President	x			
Mrs. Gee (Danielle)	x			
Dr. Klein (Dennis)				x
Mr. Rodriguez (Jonathan)	x			
Mr. Rodriguez (Sebastian)- President	x			
Ms. Sanders (Denise)				x
Ms. Vatsky (Sharon)	x			

Respectfully submitted,

Dora E. Zeno  
Interim Business Administrator

## 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 8, 2022

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

1. that the Board approve the following policy updates as either New, Revised and/or Mandatory (M) for **Second Reading**:

**P3283 - Electronic Communications Between Teaching Staff Members and Students - New/Mandated**

**P5330.04 - Administering an Opioid Antidote - Revised/Mandated**

**P5516 - Use of Electronic Communication and Recording Devices - Revised/Mandated**

**P5541 - Anti-Hazing - New/Mandated**

**P7243 - Supervision of Construction - Revised/Mandated**

**BOARD OPERATIONS**

**JUNE 8, 2022**

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 from the following meetings:

Workshop Public Meeting held Wednesday, May 11, 2022  
Regular Public Meeting held Wednesday, May 18, 2022  
Special Public Meeting held Tuesday, May 24, 2022

Executive Session held on Wednesday, May 11, 2022 meeting  
Executive Session held on Wednesday, May 18, 2022 meeting  
Executive Session held on Tuesday, May 24, 2022 meeting

**SCHOOL OPERATIONS and  
CURRICULUM**

**JUNE 8, 2022**

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 a subscription (12 month) to Educational Software for HIBster Anti-Bullying software (\$4,000) and HIBsterVention I&RS management software (\$3,500), in an amount not to exceed \$7,500.
  
2. that the Board approve a subscription (12 month) to Gaggle.Net, Inc. to manage student safety on school-provided technology, in an amount not to exceed \$29,822.50.

**FINANCE AND BUDGET**

**JUNE 8, 2022**

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 2021-2022 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, 2022 through APRIL 30 , 2022**

General	\$8,330,147.72
Special Revenue	\$ 867,906.38
Enterprise	\$ 36,802.42
Food Service	\$ 232,565.45
Capital Outlay	\$ 37,712.20

**Total of Approved Payments \$9,505,134.17**

2. that the Board approve 2021-2022 budget transfers for the month of March 2022 which are attached and a part of the official record.
3. that the Board approve the attached list of Student Field Trips, as approved by the Superintendent (District Funded \$7,390) (Parent Funded \$0) (Grant funded \$0) total cost \$7,390.
4. 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.
5. that the Board approve contracts with clinicians and agencies on the attached list who would provide related services and/or independent evaluations during the 2021-2022 school year.
6. that the Board approve the attached list of Student Fundraising activities by school.

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 amount TBD 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 TBD 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 Interim Business Administrator/Board Secretary to pay bills and make necessary transfers during the months of July and August 2022 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 24, 2022.
  
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 2022 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. **Be It Resolved**, that the Teaneck Board of Education upon the recommendation of the Superintendent of Schools and Interim SBA/Board Secretary, confirm that all CAFR findings as enumerated on the **Corrective Action Plan for the 2020-2021 Audit** findings, have been implemented, except for findings related to cash reconciliations, which are in the final stages of implementation.
  
12. 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 **2022-2023** school year (see attached waivers).
  
13. 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 **2022-2023** school year (see attached applications).
  
14. that the Board authorize participation by the Teaneck Public Schools in the National School Lunch and Breakfast Programs for the 2022-2023 school year under the terms and conditions of the "Agreement for Child Nutrition Programs" and approve the 2022-2023 Price List as follows if the district chooses to participate in the National School Lunch Program:

2022-2023 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. **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:

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

16. **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 effective July 11, 2021- July 11, 2023 (year 2 of 2).

17. **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 (year 2 of 3).

18. that the Board authorize the current Board Trustees and the Central Office Administrators TBD to attend the three day (3) annual New Jersey School Boards Association Workshop held Monday, Oct. 24, 2022 - Wednesday, Oct. 26, 2022.

19. **Be It Resolved** that the Teaneck Board of Education desires to enter into a Joint Purchasing Agreement and will continue to participate as a full member of the Bergen County Region V Council for Special Education for the 2022-2023 school year; does hereby accept, adopt and agree to comply with the Region V Bylaws and; designates the district Superintendent of schools as its representative to Region V; and empowers (him/her) to cast all votes and take all other actions necessary to represent its interest in Region V.

**Be It Further Resolved**, that the Board approves the joint bidding and the transportation agreements for all out of district (OOD) students who are transported through Region V; the Board further approves the joint bidding and/or shared services agreement; including but not limited to student evaluations, student therapies and other student support services; The Board further approves the joint bidding and/or shared services for non-public school services; and the Board further approves the joint bidding and/or shared services for other services as requested to be provided by Region V component districts on an as needed basis.

20. that the Board approve the contracts with AUCC Academy to provide four (4) Pre-K classrooms totaling 60 students, at \$15,648 per pupil amount for a total of \$938,880 **AND** Bergen Day Early Childhood Learning Center to provide two (2) classrooms totaling 30 students, at \$15,648 per pupil amount for a total of \$469,440 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 from both providers)

21. that the Board accept a donation to Hawthorne Elementary School from the Hawthorne Elementary School PTA, in the amount of \$900.
  
22. that the Board accept a donation to Hawthorne Elementary School from the Hawthorne Elementary School PTA, in the amount of \$1,212.50.
  
23. that the Board accept a donation to Whittier Elementary School from the Whittier Elementary School PTO in the amount of \$200.
  
24. that the Board accept a donation to Whittier Elementary School from the Whittier Elementary School PTO in the amount of \$800.
  
25. **Whereas**, Grace Community Chapel contributed a one-time donation of groceries and new clothing worth \$5,000. The goods will support the district's fifty-two McKinney-Vento students and families.  
**Be It Resolved** that the Board accepts the donation and graciously thanks Grace Community Chapel for its generous donation.
  
26. that the Board approve compensation to Sheylah Velasquez , to conduct a one hour workshop with 24 students in grades 9-12 attending the Studio 2B summer empowerment camp in the FORUM. The workshop will be held on August 1st, 2022 and will focus on maintaining good nutrition and wellness while living in a virtual world, in the amount of \$300 per session not to exceed \$300. The FORUM grant will fund this program. Account # 20-010-100-300-73-50-G-H (FORUM/PurchEdSvc)
  
27. that the Board approve compensation to **Embracing The Crown** to conduct one workshop entitled "The Get Right" with 24 students in grades 9-12 attending the Studio 2B summer empowerment camp in the FORUM. The purpose of the workshop is to shed light on the importance of giving yourself grace and love during tough times. The workshop date is August 3rd, 2022; with The Studio 2B summer empowerment camp in the FORUM. Not to exceed **\$300**.  
Account # 20-010-100-300-73-50-G-H (FORUM/PurchEdSvc)
  
28. **Whereas**, special education learning consulting services are needed to work with the special education team to implement proper training of Administration and Staff to ensure IEP's are properly developed to meet Best Practices.  
**Be It Resolved** that the Board approve Candida V. Hengemuhle, Special Education Consultant, to provide Consultative Services from August 2022 through May 2023 to implement comprehensive training to the District's Special Education Administration and Staff. Grant funds will be used. **Not to exceed \$20,000**.

29. **Whereas** the Board approve Project Achieve with Dr. Howard Knoff as the national, expert consultant to continue his work for the 2022-2023 School Year (year 4 of the 5 year grant). Dr. Knoff has been the contracted, national expert since the grant began in School Year 2019-2020.

**Be It Resolved** that the Board approve Project Achieve, with Dr. Howard Knoff, under the School Climate Transformation Grant for the school year 2022-2023 in the amount not to exceed \$151,500. Grant funded by account number 20-427-200-320-57-50-0-0.

30. the Board approve Mr. Emilio Jennette, Federal and State Grants Coordinator, as Project Director of the School Climate Transformation Grant (SCTG) for the 2022-2023 School Year (grant year #4), commencing on July 01, 2022 and ending June 30, 2023. Differential: \$40,000/\$3,333.33 per month – Grant Funded from account #: 20-427-200-100-57-10-0-0 (Salaries).

31. that the Board approve the amendment made to the Non-public Schools section of the 2021-2022 IDEA Grant to account for required fund transfers to meet the needs of students and staff at those participating schools.

32. that the Board approve the amendment made to the Non-public Schools section of the 2021-2022 ARP-IDEA Grant to account for required fund transfers to meet the needs of students and staff at those participating schools.

33. that the Board approve submission of the consolidated application and accept the award of grant funds for the Elementary and Secondary Education Act (ESEA) Title Grants for the 2022-2023 school year as follows:

	<b>Title I</b>	<b>Title II</b>	<b>Title III</b>	<b>Title IV</b>
<b>Public</b>	\$676,376	\$91,751	\$18,031	\$34,910
<b>Non-Public</b>	\$ 0	\$42,919	\$ 7,250	\$16,331
<b>Total</b>	<b>\$676,376</b>	<b>\$134,670</b>	<b>\$25,281</b>	<b>\$51,241</b>

34. that the Board approve payment to Teacher Created Materials (TCM) to provide training to Title I summer program staff focused on Focused Mathematics Interventions and Focused Reading Interventions. Training will take place 6/29/2022. This training is for Thomas Jefferson Middle School (TJMS) staff. Funds will come from account #: 20-231-200-320-92-58-I-J. Not to exceed \$2,500.00.

35. that the Board accept, with grateful appreciation, a donation by Teaneck Junior Football of two pallets of Bio Steel, a hydration drink, to be utilized by the high school football team during games and practices. The approximate cost of this donation is \$1,250.00.
36. **Whereas**, the Board approve Pivot Evaluation Dr. Curt Mearns, Grant Data Evaluator, to continue his work for the 2022-2023 school year (year 4 of the 5 year grant). Pivot Evaluation has been the contracted, Grant Data Evaluator since the grant began in school year 2019-2020.  
**Be It Resolved** that Pivot Evaluation is reapproved under the School Climate Transformation Grant for the school year 2022-2023 in the amount not to exceed \$49,215.00. Grant funded by account number 20-427-200-320-57-50-0-0.
37. that the Board approve payments to Communities Confronting Substance Use & Addiction, Inc. to provide training to staff focused on strategies to recognize, prevent, and cope with substance use and addiction (both virtually and in-person). Training to take place between 6/15/2022 and 7/15/2022. This training is for Torah Academy of Bergen County. Title II non-public funds will be used from account #: 20-270-200-320-92-50-I-T. Not to exceed \$2,000.
38. that the Board approve remuneration to Judy LoBianco, Comprehensive Health and Physical Education consultant, for one two-hour session, taking place on June 20, 2022, focused on the content, meaning, and role of the 2020 New Jersey Student Learning Standards for Comprehensive Health and Physical Education (NJSLs-CHPE) in guiding classroom instruction, in an amount not to exceed \$375.00 - Account # 20-483-200-320-57-50-I-0 (CRSSA/ESSER-II).
39. that the Board approve remuneration to LocoRobo for one training session on June 23, 2022, for two Teaneck High School science teachers on understanding TryDrones hardware, software, and student support strategies in an amount not to exceed \$400.00 - Account # 20-483-200-320-57-50-I-0 (CRSSA/ESSER-II).
40. that the Board approve remuneration to Nancy Schultz, Mathematics Consultant from Conquer Mathematics LLC, to lead four, three-day professional development sessions for kindergarten through fifth grade teachers, sixth through eighth grade teachers, and Algebra I, Geometry and Algebra II teachers on realigning the district's instructional pacing calendars and developing updated curriculum guides with supplemental resources in an amount not to exceed \$14,400. - Account Codes: 20-270-200-320-19-50-I-0 (Title II) and 20-483-200-320-57-50-I-0 (CRSSA/ESSER-II).

41. that the Board approve remuneration to Dr. Donnetrice Allison, Professor of Africana Studies from Stockton University, for one two-hour professional development session for administrators, on Tuesday, June 21, 2022, focused on a reintroduction to the Amistad mandate and effective methods for teaching Black history in grades kindergarten - twelve in an amount not to exceed \$1000.00. Account # 20-483-200-320-57-50-I-0 (CRSSA/ESSER-II)
  
42. that the Board approve remuneration to Kate Okeson, Make it Better 4 Youth trainer, for one two-hour professional development session for administrators focused on teaching about the political, economic, and social contributions of persons with disabilities and lesbian, gay, bisexual, and transgender people at the middle and high school level in an amount not to exceed \$1200.00. Account Code Account # 20-483-200-320-57-50-I-0 (CRSSA/ESSER-II)
  
43. that the Board approve remuneration to Mathnasium of Teaneck to provide 16, 1-hour mathematics tutoring sessions for up to 42 current Algebra I and Geometry students during the months of July and August at the rate of \$950.00 per student in an amount not to exceed \$40,000. (Grant Funded/ Account Code: 20-231-100-320-85-58-I-T)
  
44. **Whereas**, student ID #102318 currently attends Strang School and is required to attend the school's mandatory Summer program. The program will continue treatment according to the student's plan as well as provide educational continuity and work-based learning experiences.  
**Be It Resolved** that the Board approve student ID #102318's Summer program at a rate of \$11,612.29. Not to exceed \$11,612.29. TBOE funded.
  
45. **AMEND**  
that the Board approve payment to Margaret Dawson, Ed. D., Psychologist and Executive Skills Specialist, to provide training focused on Student Executive Functioning Skills (virtual). Trainings to take place between 6/14/2022 and 6/15/2022. This training is for Torah Academy of Bergen County. IDEA non-public funds will be used from account #: 20-250-200-300-92-57-C-C. Not to exceed \$1,600.00.

46. that the Board recognize and sanction the Teaneck High School Project Graduation event following graduation ceremonies on Thursday, June 16, 2022 and the morning of Friday, June 17, 2022. The event would be funded entirely by the Teaneck High School PTSO.

Furthermore, the Board authorizes the Interim School Business Administrator to sign all related documents and contracts, to issue a certificate of insurance naming Teaneck High School PTSO as an additional insured, and to obtain from Teaneck High School PTSO a certificate of insurance naming Teaneck Board of Education as an additional insured.

47. **Whereas**, the Teaneck's Community Education child care staff (SACC staff) are eligible to receive a \$1000 bonus, per employee, and the district applied on their behalf (see *chart below for number of eligible employees & total award amount*) and have received approval notifications from the State.

<u>Program</u>	Amount Award	<u>Eligible Staff Member</u>
Whittier	2,000	Carmen Recino & Avery Lewis
Hawthorne	1,000	Sabrina Hussain
Lowell	1,000	Linda Campbell
Thomas Jefferson	1,000	Brenda Savage

**TOTAL** **\$5,000**

**Be It Resolved**, that the Teaneck Board of Education accepts receipt of \$5,000 from The New Jersey Hiring and Retention Bonus Grant which will be paid via payroll for each SACC employee pending approval.

48. **Whereas**, bids were opened on Tuesday, June 14, 2022, and

**Whereas**, \_\_\_\_\_ bids were received for Waste Removal Services,

**Whereas**, \_\_\_\_\_'s is deemed to be the lowest responsible bid,

**Now, Therefore, Be It Resolved**, that the bid be awarded to TBD for a two year period commencing July 1, 2022 and ending June 30, 2024 in the amount of \_\_\_\_\_ for \_\_\_\_\_ and \$ per \_\_\_\_\_.



## PERSONNEL

JUNE 8, 2022

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

1. that the Board approve Paul Morgan, for serving as the COVID Response Coordinator, for the 2022-2023 school year, total stipend amount \$10,000.00, stipend to be funded out of ESSER II grant.
  
2. that the Board approve the following certificated staff appointments for the 2022-2023 school year, following a 90-day probationary period, effective date as indicated, pending criminal history review:
  - a. Dr. Maura Tuite, Director of Special Education & Nursing Services, at an annual salary of \$162,000 assigned to Central Office, effective July 01, 2022 through June 30, 2023, replacing Erica Cerilli-Levine, resigned (PC#: 20-19-T4/ckz).
  - b. Brandon Vargas, Grade 5 Mathematics Teacher, at an annual salary of \$56,000 (TTEA BA/step 2) assigned to Thomas Jefferson Middle School, effective September 01, 2022 through June 30, 2023, new position.
  - c. Jenniffer Wahler, Speech Therapist, at an annual salary of \$76,800 (TTEA MA/step 9) assigned to Special Services, effective September 01, 2022 through June 30, 2023, new position.
  - d. Abigail Aleksa, Grade 1 Teacher, at an annual salary of \$58,000 (TTEA BA/step 4) assigned to Lowell Elementary School, effective September 01, 2022 through June 30, 2023, replacing employee #5193, non-renewed (PC#: 10-07-63/arx).
  - e. Alisha Montoya, Special Education (Emotional Regulation Impairment) Teacher, at an annual salary of \$97,500 (TTEA MA/step 15) assigned to Whittier Elementary School, effective September 01, 2022 through June 30, 2023, new position.
  - f. Rosa Lazzizera, Library Media Specialist, at an annual salary of \$97,500 (TTEA MA/step 15) assigned to Teaneck High School, effective September 01, 2022 through June 30, 2023, replacing Geraldine Stack, retired (PC#: 10-12-75/ahj).
  - g. Shalmali Ambike, Computer Science Teacher, at an annual salary of \$71,000 (TTEA MA/step 7) assigned to Teaneck High School, effective September 01, 2022 through June 30, 2023, replacing Aishwarya Nair, resigned (PC#: 10-12-11/afb).
  - h. Jessica Diaz, School Psychologist, at an annual salary of \$111,500 (TTEA MA+32/step 15) assigned to Special Services, effective September 01, 2022 through June 30, 2023, new position.
  - i. Elzbieta Biernacka, Special Education Teacher, 18-21 Year Old Program, at an annual salary of \$100,000 (TTEA MA+32/step 12) assigned to Teaneck High School,

effective September 01, 2022 through June 30, 2023, new position.

j. Joshua Booth, Instructional Aide/Braillist, at an annual salary of \$61,000 (TTEA MA/Step 1) assigned to Special Services, effective September 01, 2022 through June 30, 2023, new position.

k. Yadira Bustamante, School Nurse, at an annual salary of \$77,000 (TTEA BA/step 12) assigned to Special Services, effective September 01, 2022 through June 30, 2023, new position.

l. Sulety Diaz, English as a Second Language (ESL) Teacher (Elementary), at an annual salary of \$79,000 (TTEA MA/step 10) assigned to District, effective September 01, 2022 through June 30, 2023, replacing Teri Wilcox, retired (PC#: 10-03-21/abk).

m. Nicole Weiss, Speech Language Therapist, at an annual salary of \$64,000 (TTEA MA/step 4) assigned to Special Services, effective September 01, 2022 through June 30, 2023, new position.

n. Nicholas DeBlasio, Assistant Principal, at an annual salary of \$128,789, assigned to Thomas Jefferson Middle School, effective July 01, 2022 through June 30, 2023, replacing Enoch Nyamekye, resigned (PC#: 20-11-71/ane).

o. Erald Bido, Special Education Teacher, at an annual salary of \$76,800 (TTEA MA/step 9) assigned to Lowell Elementary School, effective September 01, 2022 through June 30, 2023, new position.

3. 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. Famechy Knight, Secretary B, at an annual salary of \$61,000 (TTEA 12M B / Step 2), assigned to Human Resource Management, effective June 16, 2022 through June 30, 2023, replacing Jennifer Basanti, resigned (PC# 30-14-84/bnk).

4. **Whereas**, due to multiple vacancies in the Human Resources Department, there is a need to fill the vacancies with temporary support until such time as permanent staff is in place, and

**Whereas**, a proposal for temporary services has been submitted by Uniforce Staffing Solutions, Inc. (agreement attached),

**Now, Therefore, Be it Resolved** that the Board approves contracted services of a substitute Human Resource Management Coordinator, at a not to exceed hourly rate of \$55.00 per hour effective date to be determined upon the recommendation of the Superintendent.

5. that the Board approve the following long term substitute teachers at \$260 per-diem, after twenty-one days of employment, assigned to a non-tenure track position, effective date as indicated, pending criminal history review:

a. Ryan Bernardo, September 01, 2022 through June 30, 2023, with benefits, ,assigned to Thomas Jefferson Middle School, replacing employee #2349.

6. that the Board accept the resignation of the following staff members:

a. Karissa Melfi, Physical Education Teacher, Teaneck High School, effective June 17, 2022.

b. Travis Grundy, COVID Response Team Member, District, effective June 30, 2022.

c. Lauren Finizio, Special Education Teacher, Lowell Elementary School, effective June 17, 2022.

7. that the Board rescind the appointment of the following individual for the 2022-2023 school year, effective immediately:

a. Marissa London, September 01, 2022 through June 30, 2023, with benefits, assigned to Benjamin Franklin Middle School, replacing employee #5109.

8. that the Board rescind the appointment of the following Camp K staff member for the 2022-2023 school year, effective immediately:

<u>Name:</u>	<u>Position</u>	<u>Stipend Amount (not to exceed):</u>
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Surinder Kaur	Specialist: Science	\$2,850.00
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9. that the Board approve Concepcion Le', for serving as Web Content Manager, during the 2022-2023 school year, from August 15, 2022 through August 31, 2023, stipend amount \$6,000.

10. that the Board approve the following leave of absences for the dates and reasons indicated:
  - a. Employee ID# 4598, paid maternity leave of absence without benefits, using 28.5 personal illness days from April 18, 2022 through May 27, 2022 under FMLA. Unpaid maternity leave without benefits from May 31, 2022 through June 17, 2022 under FMLA. Paid maternity leave without benefits from September 05, 2022 through September 16, 2022 under NJFLA. Unpaid maternity leave without benefits from September 19, 2022 through November 23, 2022 under NJFLA.
  - b. Employee ID# 4599, paid medical leave of absence with benefits, using 10 personal illness days from April 22, 2022 through May 06, 2022 under FMLA. Unpaid medical leave of absence with benefits from May 09, 2022 through May 27, 2022.
  - c. Employee ID# 5364, paid medical leave of absence without benefits, using 3 family illness days, 3 personal business days and 8 personal illness days from April 14, 2022 through May 04, 2022, under FMLA. Unpaid medical leave of absence without benefits from May 05, 2022 through May 31, 2022, under FMLA.
  - d. Employee ID# 3945, paid maternity leave of absence with benefits, using 49 personal illness days from September 06, 2022 through November 18, 2022 under FMLA. Paid maternity leave of absence with benefits, using 16 personal illness days from November 21, 2022 through December 14, 2022 under NJFLA. Unpaid leave of absence with benefits from December 15, 2022 through February 17, 2023, under NJFLA. Unpaid child rearing leave with benefits from February 20, 2023 through June 30, 2023.
  
11. that the Board approve the following paraprofessionals for the 2022-2023 school year:
  - a. Kelly Cambridge, Library Paraprofessional, Theodora Smiley Lacey Elementary School, \$44,250 (TTEA Guide/PARAS step 6).
  - b. Marie Rosegren, Library Paraprofessional, Hawthorne Elementary School, \$44,250 (TTEA Guide/PARAS step 6).
  - c. Mary Sandvig, Library Paraprofessional, Lowell Elementary School, \$44,250 (TTEA Guide/PARAS step 6).
  - d. Eric Johnson, Library Paraprofessional, Whittier Elementary School, \$44,250 (TTEA Guide/PARAS step 6).

12. that the Board approve the following Substitute Safety Officers, for the 2022 - 2023 school year:

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>
a. Agustin Garcia	Sub Safety Officer	\$22.50
b. Edward Meller	Sub Safety Officer	\$22.50
c. Karina Sanchez	Sub Safety Officer	\$22.50
d. Raymond Hamm	Sub Safety Officer	\$22.50
e. Cedric James	Sub Safety Officer	\$22.50
f. Willie Malone Jr.	Sub Safety Officer	\$25.00
g. Breiland Marion	Sub Safety Officer	\$22.50
h. Reginald McKinney	Sub Safety Officer	\$22.50
i. Michael Ramirez	Sub Safety Officer	\$22.50
j. Chauncey Riley	Sub Safety Officer	\$22.50

13. that the Board approve the following 11-month Child Study Team member working the month of August 2022 (reg salary + 10%):

**AUGUST 2022**

<u>Name</u>	<u>Position</u>	<u>Guide</u>	<u>Step</u>	<u>22-23 Salary</u>	<u>New Salary</u>
Elizabeth Bauer	Psychologist	MA+32	7	\$78,000	\$85,800

14. 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 2022-2023 school year.
15. that the Board approve the stipend in the amount of \$12,000 (\$1,000 per month) to Ms. Aneesa Baig, Executive Assistant to the Business Administrator/Board Secretary, for taking on additional responsibilities for the management and administration of OPRA requests, legal correspondence and the monitoring of claims against the district/board in coordination with our legal team and help to facilitate all legal and property insurance matters during the 2022-2023 school year. Of which these duties did not exist at the current volume prior to Ms. Baig's appointment in 2017 as Executive Assistant to the Business Administrator/Board Secretary.

16. that the Board approve the following staff members to participate in and teach the Hawthorne Scholars Summer Program, effective July 05, 2022 through July 28, 2022, for 4 hours each day, with two days of professional development.

<u>Name</u>	<u>Position</u>	<u>Stipend Amount (not to exceed)</u>
a. Jemara Blount	Program Coordinator	\$4,000.00
b. Victor Hernandez	STE Instructor	\$1,400.00
c. Colette Brantley	SEL Coordinator	\$1,400.00
d. Samuel Griffin	Teacher	\$3,650.00
e. Kara Lindner	Teacher	\$3,650.00
f. AnnMarie O'Hara	Teacher	\$3,650.00
g. Emily Fucarino	Teacher	\$3,650.00
h. Lorena Valer	Teacher	\$3,650.00
i. Maria Garcia Iglesias	Teacher	\$3,650.00
<b>TOTAL:</b>		<b>\$28,700.00</b>

17. that the Board approve the following staff members to participate in and teach the Lowell Summer Mathematics and Language Arts Program, effective July 05, 2022 through July 28, 2022, from 8:45 AM to 12:15 PM, with up to 3 hours of professional development , at \$50 per hour, up to 75 hours working without students for the Program Coordinator, at \$50 per hour, up to 52.5 hours working with students for the Teachers, at \$50 per hour, up to 75 hours working with students for the Secretary at \$20 per hour:

<u>Name</u>	<u>Position</u>	<u>Stipend Amount (not to exceed)</u>
a. Dennis Hiel	Program Coordinator	\$3,750.00
b. Mary Sandvig	Secretary/Assistant	\$1,500.00
c. Natalia Drelich	Teacher	\$2,625.00
d. Sharmaine Joseph	Teacher	\$2,625.00
e. Anitha Giannikos	Teacher	\$2,625.00
f. Jennifer Cortez	Teacher	\$2,625.00
<b>TOTAL:</b>		<b>\$15,750.00</b>

18. that the Board approve the following staff member to participate in and teach the Whittier Summer Mathematics and Language Arts Program, on an as needed basis, effective July 05, 2022 through July 28, 2022, from 8:45 AM to 12:15 PM, with professional development, at \$50 per hour, not to exceed 63 hours:

<u>Name</u>	<u>Position</u>	<u>Stipend Amount (not to exceed)</u>
a. Holly Koehler	Substitute Content Teacher	\$3,150
<b>TOTAL:</b>		<b>\$3,150</b>

19. that the Board approve payment to Leana Barbosa, Speech Language Specialist, to provide speech therapy services, for 20 days during the month of July 2022, at \$50 per hour, not to exceed \$7,000.
20. that the Board approve payment to the following high school teacher, for assuming a sixth period assignment, on a temporary basis, at the negotiated contractual per class rate, retroactive to May 3, 2022, staff member will receive payment upon submission of appropriate payroll bill form for each pay date, and will receive their payment on the subsequent pay date:

**Name:**                      **Subject:**                                      **Rate:**  
 Vinod Thomas Environmental Science (pd 4) \$80.00 (MA+32)

21. that the Board approve payment to the following high school teachers, for assuming a seventh period assignment, on a temporary basis, at their negotiated contractual per class rate, retroactive to May 23, 2022, 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:

**Name:**                      **Subject:**                                      **Rate:**  
 a. Andres Munoz Algebra I (pd 3) \$80.00 (MA+32)  
 b. Summer Pirro Geometry (pd 8) \$60.00 (BA)

22. that the Board approve payment to the following high school teacher, for assuming a eighth period assignment, on a temporary basis, at the negotiated contractual per class rate, retroactive to May 23, 2022, staff member will receive payment upon submission of appropriate payroll bill form for each pay date, and will receive their payment on the subsequent pay date:

**Name:**                    **Subject:**                    **Rate:**  
 a. Andres Munoz Algebra I (pd 7) \$80.00 (MA+32)

23. that the Board approve payment to four teaching staff members for participating in the Fairleigh Dickinson University Summer Dual Enrollment Classes 2020, effective July 5, 2022 through July 28, 2022, 30 hours working with students, 10 hours working without students, pending course enrollment.

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Stipend Amount</u></b>
a.	One teacher for Financial Planning Management	\$2,500.00
b.	One Introduction to Psychology	\$2,500.00
c.	One Creative Writing	\$2,500.00
d.	Introduction to World Cultures	\$2,500.00
<b>TOTAL:</b>		<b>\$10,000.00</b>

24. that the Board approve payment to one staff member to serve as Summer College Prep Facilitator, effective July 5, 2022 through August 28, 2022, 24 hours working with students, 20 hours working without students at a rate of \$50 per hour not to exceed 44 hours (\$2,200).

25. that the Board approve payment to one staff member to serve as Summer College Essay Writing Teacher, effective July 5, 2022 through August 28, 2022, 24 hours working with students, 20 hours working without students at a rate of \$50 per hour not to exceed 44 hours (\$2,200).

26. that the Board approve the following School Counselors to serve during the 2022 summer, at the rate of \$476.45 per day, in accordance with the TTEA contract agreement:

**TEANECK HIGH SCHOOL**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Days/Schedule C</u></b>	<b><u>Stipend Amount (not to exceed)</u></b>
a. Douglas Book	Counselor	10	\$4,764.50



b. Lillian Garcia	Counselor	10	\$4,764.50
c. Kharisma Bettis	Counselor	10	\$4,764.50
d. Beth Fleisher	Counselor	10	\$4,764.50
e. Jennifer Taylor	Counselor	10	\$4,764.50

**TOTAL: \$28,587.00**

**BENJAMIN FRANKLIN MIDDLE SCHOOL**

<u>Name</u>	<u>Position</u>	<u>Days/Schedule C</u>	<u>Stipend Amount (not to exceed)</u>
f. Eve Klein	Counselor	6	\$2,858.70
g. TBA	Counselor	6	\$2,858.70

**TOTAL: \$5,717.40**

**THOMAS JEFFERSON MIDDLE SCHOOL**

<u>Name</u>	<u>Position</u>	<u>Days/Schedule C</u>	<u>Stipend Amount (not to exceed)</u>
h. Robert Davis	Counselor	6	\$2,858.70
i. Meredith Martino	Counselor	6	\$2,858.70

**TOTAL: \$5,717.40**

**ELEMENTARY**

<u>Name</u>	<u>Position</u>	<u>Days/Schedule C</u>	<u>Stipend Amount (not to exceed)</u>
j. Jessica Brown	Counselor	3	\$1,429.35
k. Colette Brantley	Counselor	3	\$1,429.35
l. Danette Coston	Counselor	3	\$1,429.35
m. Lisa Guyden	Counselor	3	\$1,429.35

**TOTAL: \$5,717.40**

**STUDENT ASSISTANCE COORDINATOR**

<u>Name</u>	<u>Position</u>	<u>Days/Schedule C</u>	<u>Stipend Amount (not to exceed)</u>
n. Adrienne Williams	SAC	4	\$1,905.80

**TOTAL: \$1,905.80**

27. that the Board approve the following staff members for participating in the District's Extended School Year Program as substitutes, on an as needed basis, from June 27, 2022 through August 05, 2022, from 8 AM to 12 PM, excluding July 04, 2022:

**Extended School Year Substitute Staff:**

(\$50 per hour, 120 hours max, not to exceed \$6,000 each)

<b>Staff</b>	<b>Total Stipend (not to exceed)</b>
a. Delores Connors	\$6,000
b. Karelia Rodriguez	\$6,000
c. Judy-Ann Thomas	\$6,000
d. Robin Rozembersky	\$6,000
e. Danielle Amato	\$6,000
f. Ashley Marsden (Nurse)	\$6,000
<b>TOTAL:</b>	<b>\$36,000</b>

28. 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 2022 Child Study Team, from July 1, 2022 through August 31, 2022, at the rate of \$50 per hour, in an amount not to exceed \$5,000.
29. that the Board approve compensation to Yris Acevedo, to assist in the planning and running of the Studio 2B Summer Empowerment Camp to be held August 1, 2022 through August 4, 2022 from 8:00 AM - 3:30 PM, for a total of 30 hours at \$50 per hour not to exceed \$1,500.

**Account # 20-010-100-300-73-50-G-H (FORUM/PurchEdSvc)**

30. that the Board approve the following individuals to work for the Teaneck Community Education Center's summer camp program (Camp Kookooskoos - June 27, 2022 through August 5, 2022) for the 2022-2023 school year, pending camp opening due to the pandemic. Stipends will be prorated for any work completed in the event of cancellation:

<u>Name</u>	<u>Position</u>	<u>Stipend Amount (not to exceed)</u>
Daniel Olender	Team Building Staff Training Coord.	\$400.00
<b>TOTAL:</b>		<b>\$400.00</b>

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>
Kaylee Agnello	Camp K Counselor	\$13.00

31. that the Board approve payment to the following teachers to participate in 18 hours of training and revisiting of the district's mathematics curricula over the months of July and August. The names of staff members will be added and updated prior to the June 15, 2022 Board Meeting.

**Account # 11-000-221-104-19-15-I-E**

Name	Position	Stipend
a. TBD	Kindergarten Mathematics	\$900
b. TBD	Kindergarten Mathematics	\$900
c. TBD	First Grade Mathematics	\$900
d. TBD	First Grade Mathematics	\$900
e. TBD	Second Grade Mathematics	\$900
f. TBD	Second Grade Mathematics	\$900
g. TBD	Third Grade Mathematics	\$900
h. TBD	Third Grade Mathematics	\$900
i. TBD	Fourth Grade Mathematics	\$900
j. TBD	Fourth Grade Mathematics	\$900
k. TBD	Fifth Grade Mathematics	\$900
l. TBD	Fifth Grade Mathematics	\$900
m. TBD	Sixth Grade Mathematics	\$900
n. TBD	Sixth Grade Mathematics	\$900
o. TBD	Seventh Grade Mathematics	\$900
p. TBD	Seventh Grade Mathematics	\$900
q. TBD	Eighth Grade Mathematics	\$900
r. TBD	Eighth Grade Mathematics	\$900
s. TBD	Algebra I	\$900
t. TBD	Algebra I	\$900
u. TBD	Geometry	\$900
v. TBD	Geometry	\$900
w. TBD	Algebra II	\$900
x. TBD	Algebra II	\$900
<b>TOTAL:</b>		<b>\$21,600</b>

32. that the Board approve payment to the following teachers to teach the Summer Instrumental Music Program to incoming fifth grade students. Teachers will be compensated 22.5 hours to work with students during the month of July and 7.5 hours of professional planning and development prior to and during the program. Compensation not to exceed \$1500 per teacher. Account# 11-000-223-104-19-15-I-D.

Name	Position	Stipend Amount
Daniel Bassett	Summer Instrumental Music Program Teacher	\$1500
Michael Tatoris	Summer Instrumental Music Program Teacher	\$1500
Carly Ronsenblatt	Summer Instrumental Music Program Teacher	\$1500
Corey Moore	Summer Instrumental Music Program Substitute Teacher	\$1500

33. that the Board approve payment to the following program coordinator to lead, coordinate and oversee the Summer Instrumental Music Program.

**Account # 11-000-223-104-19-15-I-D**

Name	Position	Stipend Amount
Joseph Hochgesang	Summer Instrumental Music Program Coordinator	\$2,000
<b>TOTAL:</b>		<b>\$2,000</b>

34. that the Board approve payment to the following teachers to teach the Summer Instrumental Music Program to incoming fifth grade students. Teachers will be compensated 22.5 hours to work with students during the month of July and 7.5 hours of professional planning and development prior to and during the program. Compensation not to exceed \$1,500 per teacher.

**Account # 11-000-223-104-19-15-I-D**

Name	Position	Stipend Amount
a. Daniel Bassett	Program Teacher	\$1,500
b. Michael Tatoris	Program Teacher	\$1,500
c. Carly Rosenblatt	Program Teacher	\$1,500
d. Corey Moore	Program Teacher (Substitute)	\$1,500
<b>TOTAL:</b>		<b>\$6,000</b>

35. that the Board approve payment to the following two teachers for 24 hours of service to coordinate, plan and oversee the implementation for Teaneck High School Writing Center.

Account # 11-000-221-110-85-15-I-D

Name	Position	Stipend Amount
a. Jared Meli	THS Writing Center Coordinator	\$1,200
b. Richard Rodda	THS Writing Center Coordinator	\$1,200
<b>TOTAL:</b>		<b>\$2,400</b>

36. that the Board approve payment to the following four ESL teachers for 20 hours of service to administer the state-approved language screener to newly registered English learners as well as rising kindergarteners.

Account# 20-241-200-101-21-10-I-0.

Name	Position	Stipend Amount
Joseph Murphy	Middle / High School ESL Screener	\$1000
Adriana Lagomarsino	Middle / High School ESL Screener	\$1000
Jennifer Cortez	Elementary ESL Screener	\$1000
Diana Sanchez	Elementary ESL Screener	\$1000

37. that the Board approve payment to the following nine teachers to teach the ninth grade Summer Impact Academy. Teachers will be compensated for 45 hours of work with students during the month of July and 15 hours of professional planning and development prior to and during the program. Account# 20-231-100-101-22-15-I-T

Name	Position	Stipend Amount
Delores Connors	Summer Impact Academy 9 Language Arts Teacher	\$3,000
Summer Pirro	Summer Impact Academy 9 Mathematics Teacher	\$3,000
Sharon Bellin	Summer Impact Academy 9 Robotics/Computer Science Teacher	\$3,000
Daniel Bassett	Summer Impact Academy 9 Robotics/Computer Science Teacher	\$3,000
Christine Mayers	Summer Impact Academy 9 Social Studies Teacher	\$3,000
Gregory Cooper	Summer Impact Academy 9 Substitute Teacher	\$3,000

38. that the Board approve payment to the following program coordinator for 75 hours of service to lead, coordinate and oversee the ninth grade Summer Impact Academy - Account# 20-231-200-100-22-15-I-T.

Name	Position	Stipend Amount
Natasha Green	Summer Impact Academy 9 - Program Coordinator	\$3750

39. that the Board approve payment to the following tenth through twelfth grade teachers to teach in the Teaneck High School Summer Impact Academy. Teachers will be compensated for 45 hours of work with students during the and 15 hours of professional planning and development prior to and during the program - Account# 20-231-100-101-22-15-I-T.

Name	Position	Stipend Amount
Kelly Williams	Summer Impact Academy 10 -12 Language Arts Teacher	\$3,000
Kiera Skerritt	Summer Impact Academy 10 -12 Language Arts Teacher	\$3,000
Joseph Laborde	Summer Impact Academy 10 -12 Robotics/Computer Science Teacher	\$3,000
Dr. M. Ponala	Summer Impact Academy 10 -12 Robotics/Computer Science Teacher	\$3,000
Richard Rodda	Summer Impact Academy 10 -12 College Essay Writing	\$3,000
Matt Lynskey	Summer Impact Academy 10 -12 College Essay Writing	\$3,000

40. that the Board approve payment to the following program coordinator for 75 hours to lead, coordinate and oversee the tenth through twelfth grade Summer Impact Academy - Account# 20-231-200-100-22-15-I-T.

Name	Position	Stipend Amount
Daniel Olender	Summer Impact Academy 10 - 12 Program Coordinator	\$3750

41. that the Board approve payment to the following program coordinator for 70 hours of work to lead, coordinate and oversee the Teaneck High School Summer Impact Academy - Bilingual Summer Support Program. Account#20-241-200-101-21-10-I-0.

Name	Position	Stipend Amount
Adriana Lagomarsino	High School Certified ESL Teacher / Program Coordinator	\$3500



42. that the Board approve payment to the following teachers to teach the Teaneck High School: Summer Impact Academy - Bilingual Summer Support program. Teachers will be compensated for 45 hours of work with students during the and 15 hours of professional planning and development prior to and during the program. Account#20-241-100-101-21-10-I-0

Name	Position	Stipend Amount
Andres Munoz	Bilingual Mathematics Teacher	\$3000
Lyn Sac	Bilingual Science Writing Teacher	\$3000

43. that the Board approve payment to the following program coordinator for 91 hours of work to lead, coordinate and oversee the Teaneck High School Summer Credit Recovery Program. Account #20-231-200-100-22-15-I-T

Name	Position	Stipend Amount
Susie Cipriano	Edmentum: Credit Recovery Coordinator	\$4550

44. that the Board approve payment to the following teachers to teach current tenth through twelfth grade students who are participating in the Teaneck High School Edmentum Credit Recovery program. Account# 20-231-100-101-22-15-I-T.

Name	Position	Stipend Amount
Michael Miuccio	English/ Language Arts: Credit Recovery	\$3550
John Ochiogrosso	Mathematics: Credit Recovery	\$3550
Veronica Lopez	Science: Credit Recovery	\$3550
Nicole Cooper	Social Studies: Credit Recovery	\$3550

45. 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, 2022. The names of the staff members will be added and updated prior to the June 15, 2022

Board Meeting.

Account#11-000-221-104-19-15-I-E

Name	Position	Stipend
TBD	Kindergarten Social Studies Curriculum	\$1200
TBD	Kindergarten Social Studies Curriculum	\$1200
TBD	First Grade Social Studies Curriculum	\$1200
TBD	First Grade Social Studies Curriculum	\$1200
TBD	Second Grade Social Studies Curriculum	\$1200
TBD	Second Grade Social Studies Curriculum	\$1200
TBD	Third Grade Social Studies Curriculum	\$1200
TBD	Third Grade Social Studies Curriculum	\$1200
TBD	Fourth Grade Social Studies Curriculum	\$1200
TBD	Fourth Grade Social Studies Curriculum	\$1200
TBD	Fifth Grade Social Studies Curriculum	\$1200
TBD	Fifth Grade Social Studies Curriculum	\$1200
TBD	Middle School: Sixth Grade US History Curriculum	\$1200
TBD	Middle School: Sixth Grade US History Curriculum	\$1200
TBD	Middle School: Seventh Grade Civics Curriculum	\$1200

TBD	Middle School: Seventh Grade Civics Curriculum	\$1200
TBD	Middle School: Eighth Grade World History Curriculum	\$1200
TBD	Middle School: Eighth Grade World History Curriculum	\$1200
TBD	High School: World History Curriculum	\$1200
TBD	High School: World History Curriculum	\$1200
TBD	High School: World History Honors Curriculum	\$1200
TBD	High School: World History Honors Curriculum	\$1200
TBD	High School: US History I Curriculum	\$1200
TBD	High School: US History I Curriculum	\$1200
TBD	High School: US History I Honors Curriculum	\$1200
TBD	High School: US History I Honors Curriculum	\$1200
TBD	High School: US History II Curriculum	\$1200
TBD	High School: US History II Curriculum	\$1200
TBD	High School: US History II Honors Curriculum	\$1200
TBD	High School: US History II Honors Curriculum	\$1200
TBD	3rd-4th Grade TAG Math Curriculum	\$1200

TBD	3rd-4th Grade TAG Math Curriculum	\$1200
TBD	3rd-4th Grade TAG Literacy Curriculum	\$1200
TBD	3rd-4th Grade TAG Literacy Curriculum	\$1200
TBD	5th-6th Grade TAG Junior Great Books Curriculum	\$1200
TBD	5th-6th Grade TAG Junior Great Books Curriculum	\$1200
TBD	ELA: Kindergarten Pacing Guide	\$500
TBD	ELA: Kindergarten Pacing Guide	\$500
TBD	ELA: First Grade Pacing Guide	\$500
TBD	ELA: First Grade Pacing Guide	\$500
TBD	ELA: Second Grade Pacing Guide	\$500
TBD	ELA: Second Grade Pacing Guide	\$500
TBD	ELA: Third Grade Pacing Guide	\$500
TBD	ELA: Third Grade Pacing Guide	\$500
TBD	ELA: Fourth Grade Pacing Guide	\$500
TBD	ELA: Fourth Grade Pacing Guide	\$500
TBD	ELA: Fifth Grade Pacing Guide	\$500
TBD	ELA: Fifth Grade Pacing Guide	\$500

TBD	ELA: Sixth Grade Pacing Guide	\$500
TBD	ELA: Sixth Grade Pacing Guide	\$500
TBD	ELA: Seventh Grade Pacing Guide	\$500
TBD	ELA: Seventh Grade Pacing Guide	\$500
TBD	ELA: Eighth Grade Pacing Guide	\$500
TBD	ELA: Eighth Grade Pacing Guide	\$500
TBD	ELA: Fourth Grade Reading Curriculum	\$1200
TBD	ELA: Fourth Grade Reading Curriculum	\$1200
TBD	ELA: Fourth Grade Writing Curriculum	\$1200
TBD	ELA: Fourth Grade Writing Curriculum	\$1200
TBD	Language and Literature 9 Curriculum	\$1200
TBD	Language and Literature 9 Curriculum	\$1200
TBD	Language and Literature 9 Honors Curriculum	\$1200
TBD	Language and Literature 9 Honors Curriculum	\$1200
TBD	AP Literature and Composition	\$1200
TBD	AP Literature and Composition	\$1200
TBD	English 101	\$1200

TBD	English 101	\$1200
TBD	ESL: Kindergarten - Second Grade	\$1200
TBD	ESL: Kindergarten - Second Grade	\$1200
TBD	Third Grade - Fourth Grade ESL	\$1200
TBD	Third Grade - Fourth Grade ESL	\$1200
TBD	Fifth Grade - Sixth Grade ESL Curriculum	\$1200
TBD	Fifth Grade - Sixth Grade ESL Curriculum	\$1200
TBD	Seventh Grade- Eighth Grade ESL Curriculum	\$1200
TBD	Seventh Grade- Eighth Grade ESL Curriculum	\$1200
TBD	Kindergarten - Second Grade Dance Curriculum	\$1200
TBD	Kindergarten - Second Grade Dance Curriculum	\$1200
TBD	Third to Fifth Dance Curriculum	\$1200
TBD	Third to Fifth Dance Curriculum	\$1200
TBD	High School Dance I Curriculum	\$1200
TBD	High School Dance I Curriculum	\$1200
TBD	High School Dance II Curriculum	\$1200
TBD	High School Dance II Curriculum	\$1200

TBD	High School Dance III & Dance III Honors Curriculum	\$1200
TBD	High School Dance III & Dance III Honors Curriculum	\$1200
TBD	High School Dance IV & Dance IV Honors Curriculum	\$1200
TBD	High School Dance IV & Dance IV Honors Curriculum	\$1200
TBD	Kindergarten - Second Grade Theater Curriculum	\$1200
TBD	Kindergarten - Second Grade Theater Curriculum	\$1200
TBD	Third to Fifth Theater Curriculum	\$1200
TBD	Third to Fifth Theater Curriculum	\$1200
TBD	High School Theatre I Curriculum	\$1200
TBD	High School Theatre I Curriculum	\$1200
TBD	High School Theatre II Curriculum	\$1200
TBD	High School Theatre II Curriculum	\$1200
TBD	High School Theatre III Curriculum	\$1200
TBD	High School Theatre III Curriculum	\$1200
TBD	High School Theatre IV & Theatre IV Honors Curriculum	\$1200
TBD	High School Theatre IV & Theatre IV Honors	\$1200

	Curriculum	
TBD	High School Advanced Technical Theatre Honors Curriculum	\$1200
TBD	High School Advanced Technical Theatre Honors Curriculum	\$1200
TBD	Third & Fourth Grade General Music Curriculum	\$1200
TBD	Third & Fourth Grade General Music Curriculum	\$1200
TBD	Sixth to Eighth Grade General Music Curriculum	\$1200
TBD	Sixth to Eighth Grade General Music Curriculum	\$1200
TBD	High School Music Theory Curriculum	\$1200
TBD	High School Music Theory Curriculum	\$1200
TBD	Seventh Grade to Eighth Grade Spanish Curriculum	\$1200
TBD	Seventh Grade to Eighth Grade Spanish Curriculum	\$1200
TBD	Middle School: Nuevos Destinos	\$1200
TBD	Middle School: Nuevos Destinos	\$1200
TBD	Teaneck High School Nuevo Mundo II Honors (Proposed)	\$1200
TBD	Teaneck High School Nuevo Mundo II Honors (Proposed)	\$1200
TBD	Kindergarten Science Curriculum	\$1200



TBD	Kindergarten Science Curriculum	\$1200
TBD	First Grade Science Curriculum	\$1200
TBD	First Grade Science Curriculum	\$1200
TBD	Second Grade Science Curriculum	\$1200
TBD	Second Grade Science Curriculum	\$1200
TBD	Third Grade Science Curriculum	\$1200
TBD	Third Grade Science Curriculum	\$1200
TBD	Fourth Grade Science Curriculum	\$1200
TBD	Fourth Grade Science Curriculum	\$1200
TBD	Fifth Grade Science Curriculum	\$1200
TBD	Fifth Grade Science Curriculum	\$1200
TBD	Sixth Grade Science Curriculum	\$1200
TBD	Sixth Grade Science Curriculum	\$1200
TBD	Seventh Grade Science Curriculum	\$1200
TBD	Seventh Grade Science Curriculum	\$1200
TBD	Eighth Grade Science Curriculum	\$1200
TBD	Eighth Grade Science Curriculum	\$1200

TBD	High School: Anatomy and Physiology Curriculum	\$1200
TBD	High School: Anatomy and Physiology Curriculum	\$1200
TBD	High School: Biology Honors Curriculum	\$1200
TBD	High School: Biology Honors Curriculum	\$1200
TBD	High School: Chemistry Honors Curriculum	\$1200
TBD	High School: Chemistry Honors Curriculum	\$1200
TBD	High School: Marine Biology / Honors Curriculum	\$1200
TBD	High School: Marine Biology / Honors Curriculum	\$1200
TBD	High School: Physics Honors Curriculum	\$1200
TBD	High School: Physics Honors Curriculum	\$1200
TBD	High School: Physics 9 Honors Curriculum	\$1200
TBD	High School: Physics 9 Honors Curriculum	\$1200
TBD	High School: Zoology Curriculum	\$1200
TBD	High School: Zoology Curriculum	\$1200
TBD	Kindergarten - Second Grade: Health	\$1200
TBD	Kindergarten - Second Grade: Health	\$1200
TBD	Third - Fourth Grade: Health	\$1200

TBD	Third - Fourth Grade: Health	\$1200
TBD	Fifth - Sixth Grade: Health	\$1200
TBD	Fifth - Sixth Grade: Health	\$1200
TBD	Seventh - Eighth Grade: Health	\$1200
TBD	Seventh - Eighth Grade: Health	\$1200
TBD	Ninth - Twelfth: Health	\$1200
TBD	Ninth - Twelfth: Health	\$1200

46. that the Board approve the following staff members for five hours of service to participate in the identification of students to participate in Teaneck's Academically Gifted program.

Name	Stipend
Jesse Gorant	\$250
Matt McMillan	\$250
Nina Lionetti	\$250
Amber Halpern	\$250
Aretha Blake Arroyo	\$250

47. that the Board approve Kristine Thielman serving as Child Study Team Coordinator for the 2022-2023 school year, effective July 01, 2022 and ending June 30, 2023, stipend amount \$1,200 per month for 12 months, total stipend not to exceed \$12,000.

# POLICY GUIDE

TEACHING STAFF MEMBERS

3283/page 1 of 6

Electronic Communications Between Teaching Staff  
Members and Students

Jun 14

M

[See **POLICY ALERT No. 203**]

## 3283 ELECTRONIC COMMUNICATIONS BETWEEN TEACHING STAFF MEMBERS AND STUDENTS

The Board of Education recognizes electronic communications and the use of social media outlets create new options for extending and enhancing the educational program of the school district. Electronic communications and the use of social media can help students and teaching staff members communicate regarding: questions during non-school hours regarding homework or other assignments; scheduling issues for school-related co-curricular and interscholastic athletic activities; school work to be completed during a student's extended absence; distance learning opportunities; and other professional communications that can enhance teaching and learning opportunities between teaching staff members and students. However, the Board of Education recognizes teaching staff members can be vulnerable in electronic communications with students.

In accordance with the provisions of N.J.S.A. 18A:36-40, the Board of Education adopts this Policy to provide guidance and direction to teaching staff members to prevent improper electronic communications between teaching staff members and students.

The Commissioner of Education and arbitrators, appointed by the Commissioner, have determined inappropriate conduct may determine a teaching staff member unfit to discharge the duties and functions of their position. Improper electronic communications by teaching staff members may be determined to be inappropriate conduct.

For the purposes of this Policy, "electronic communication" means a communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. "Electronic communications" include, but are not limited to, e-mails, text messages, instant messages, and communications made by means of an Internet website, including social media and social networking websites.

For the purposes of this Policy, "professional responsibility" means a teaching staff member's responsibilities regarding co-curricular, athletic coaching, and any other instructional or non-instructional responsibilities assigned to the teaching staff member by the administration or Board of Education.



# POLICY GUIDE

## TEACHING STAFF MEMBERS

3283/page 2 of 6

### Electronic Communications Between Teaching Staff Members and Students

For the purposes of this Policy, “improper electronic communications” means an electronic communication between a teaching staff member and any student of the school district when:

1. The content of the communication is inappropriate as defined in this Policy; and/or
2. The manner in which the electronic communication is made is not in accordance with acceptable protocols for electronic communications between a teaching staff member and a student as defined in this Policy.

Inappropriate content of an electronic communication between a teaching staff member and a student includes, but is not limited to:

1. Communications of a sexual nature, sexually oriented humor or language, sexual advances, or content with a sexual overtone;
2. Communications involving the use, encouraging the use, or promoting or advocating the use of alcohol or tobacco, the illegal use of prescription drugs or controlled dangerous substances, illegal gambling, or other illegal activities;
3. Communications regarding the teaching staff member’s or student’s past or current romantic relationships;
4. Communications which include the use of profanities, obscene language, lewd comments, or pornography;
5. Communications that are harassing, intimidating, or bullying;
6. Communications requesting or trying to establish a personal relationship with a student beyond the teaching staff member’s professional responsibilities;
7. Communications related to personal or confidential information regarding another school staff member or student; and



# POLICY GUIDE

## TEACHING STAFF MEMBERS

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### Electronic Communications Between Teaching Staff Members and Students

8. Communications between the teaching staff member and a student that the Commissioner of Education or an arbitrator would determine to be inappropriate in determining the teaching staff member is unfit to discharge the duties and functions of their position.

The following acceptable protocols for all electronic communications between a teaching staff member and a student shall be followed:

1. E-Mail Electronic Communications Between a Teaching Staff Member and a Student
  - a. All e-mails between a teaching staff member and a student must be sent or received through the school district's e-mail system. The content of all e-mails between a teaching staff member and a student shall be limited to the staff member's professional responsibilities regarding the student.
  - b. A teaching staff member shall not provide their personal e-mail address to any student. If a student sends an e-mail to a teaching staff member's personal e-mail address, the staff member shall respond to the e-mail through the school district e-mail system and inform the student his/her personal e-mail address shall not be used for any electronic communication between the teaching staff member and the student.
  - c. A teaching staff member's school district e-mail account is subject to review by authorized school district officials. Therefore, a teaching staff member shall have no expectation of privacy on the school district's e-mail system.
2. Cellular Telephone Electronic Communications Between a Teaching Staff Member and a Student
  - a. Communications between a teaching staff member and a student via a personal cellular telephone shall be prohibited.



# POLICY GUIDE

## TEACHING STAFF MEMBERS

3283/page 4 of 6

### Electronic Communications Between Teaching Staff Members and Students

- (1) However, a teaching staff member may, with prior approval of the Principal or designee, communicate with a student using their personal cellular telephone if the need to communicate is directly related to the teaching staff member's professional responsibilities for a specific purpose such as a field trip, athletic event, co-curricular activity, etc. Any such approval for cellular telephone communications shall not extend beyond the specific field trip, athletic event, co-curricular activity, etc. approved by the Principal or designee.
3. Text Messaging Electronic Communications Between Teaching Staff Members and Students
  - a. Text messaging communications between a teaching staff member and an individual student are prohibited.
    - (1) However, a teaching staff member may, with prior approval of the Principal or designee, text message students provided the need to text message is directly related to the teaching staff member's professional responsibilities with a class or co-curricular activity. Any such text message must be sent to every student in the class or every member of the co-curricular activity. Any such approval for text messaging shall not extend beyond the class or activity approved by the Principal or designee.
4. Social Networking Websites and other Internet-Based Social Media Electronic Communications Between Teaching Staff Members and a Student
  - a. A teaching staff member is prohibited from communicating with any student through the teaching staff member's personal social networking website or other Internet-based website. Communications on personal websites are not acceptable between a teaching staff member and a student.



# POLICY GUIDE

## TEACHING STAFF MEMBERS

3283/page 5 of 6

### Electronic Communications Between Teaching Staff Members and Students

- b. A teaching staff member shall not accept “friend” requests from any student on their personal social networking website or other Internet-based social media website. Any communication sent by a student to a teaching staff member’s personal social networking website or other Internet-based social media website shall not be responded to by the teaching staff member and shall be reported to the Principal or designee by the teaching staff member.
- c. If a teaching staff member has a student(s) as a “friend” on their personal social networking website or other Internet-based social media website they must permanently remove them from their list of contacts upon Board adoption of this Policy.
- d. Communication between a teaching staff member and a student through social networking websites or other Internet-based social media websites is only permitted provided the website has been approved by the Principal or designee and all communications or publications using such websites are available to: every student in the class; every member of the co-curricular activity and their parents; and the Principal or designee.

#### Reporting Responsibilities

In the event a student sends an improper electronic communication, as defined in this Policy, to a teaching staff member, the teaching staff member shall report the improper communication to the Principal or designee by the next school day. The Principal or designee will take appropriate action to have the student discontinue such improper electronic communications. Improper electronic communications by a teaching staff member or a student may result in appropriate disciplinary action.





# POLICY GUIDE

## TEACHING STAFF MEMBERS

3283/page 6 of 6

### Electronic Communications Between Teaching Staff Members and Students

#### **[Optional: District may select one of the following exemption options**

— A teaching staff member and student may be exempt from the provisions outlined in this Policy if a teaching staff member and student are relatives. The parent of a student and the teaching staff member requesting an exemption from the provisions of this Policy must submit a written request to the Principal of the student's school indicating the family relationship between the student and the teaching staff member. The Principal will provide written approval of the request to the teaching staff member and the student. If the Principal does not approve the request, the teaching staff member and the student must comply with all provisions of this Policy. The Principal's approval of a request for this exemption shall only be for the individual teaching staff member and student included in the request and for the school year in which the request is submitted.

X A teaching staff member and student may be exempt from the provisions outlined in this Policy if a teaching staff member and student are relatives. The teaching staff member and the student's parent shall submit notification to the Principal of the student's school of their family relationship, in writing, and their exemption from the provisions outlined in this Policy.]

The provisions of this Policy shall be applicable at all times while the teaching staff member is employed in the school district and at all times the student is enrolled in the school district, including holiday and summer breaks.

A copy of this Policy will be made available on an annual basis, to all parents, students, and school employees either electronically or in school handbooks.

N.J.S.A. 18A:36-40

Adopted:



# POLICY GUIDE

STUDENTS

5330.04/page 1 of 3

Administering an Opioid Antidote

June 20

M

[See **POLICY ALERT Nos. 210, 217, and 220**]

## 5330.04 ADMINISTERING AN OPIOID ANTIDOTE

N.J.S.A. 18A:40-12.24.a requires schools to adopt a Policy for the emergency administration of an opioid antidote to a student, staff member, or other person who is experiencing an opioid overdose.

N.J.S.A. 18A:40-12.24.a.(1) requires schools with any of the grades nine through twelve to comply with the provisions of the law.

### **[Option - Extend Provisions of N.J.S.A. 18A:40-12.23 et seq. to Schools with Other Grades**

and permits schools with students in other grades to comply with the provisions of N.J.S.A. 18A:40-12.24.a.(1). Therefore, the Board extends the provisions of N.J.S.A. 18A:40-12.23 through 12.27 to schools with any of the grades **Kindergarten through eight.**]

N.J.S.A. 18A:40-12.24 requires a school to obtain a standing order for opioid antidotes pursuant to the “Overdose Prevention Act” - N.J.S.A. 24:6J-1 et seq. The school shall maintain a supply of opioid antidotes under the standing order in a secure, but unlocked and easily accessible location. The opioid antidotes shall be accessible in the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building. **[Option - The Board may, in its discretion, make an opioid antidote accessible during school-sponsored functions that take place off school grounds.]**

The school nurse and a designated employee who volunteers to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c. are required to be trained for the administration of an opioid antidote in accordance with N.J.S.A. 18A:40-12.25.b. The school nurse or a designated employee who volunteers to administer an opioid antidote shall be promptly available on site at the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building at any time.



# POLICY GUIDE

STUDENTS

5330.04/page 2 of 3

Administering an Opioid Antidote

N.J.S.A. 18A:40-12.24 permits the school nurse or a designated trained employee to administer an opioid antidote to any person whom the nurse or the trained designated employee who in good faith believes is experiencing an opioid overdose.

An overdose victim shall be transported to a hospital emergency room by emergency medical responders after the administration of an opioid antidote, even if the person's symptoms appear to have resolved.

In accordance with N.J.S.A. 24:6J-4.a.(1)(f), a prescriber or other health care practitioner, as appropriate, may prescribe or dispense an opioid antidote directly or through a standing order to a school, school district, or school nurse. In accordance with N.J.S.A. 24:6J-4.a.(2)(c), whenever the law expressly authorizes or requires a school or school district to obtain a standing order for opioid antidotes, the school nurse(s) employed or engaged by the school or school district shall be presumed by the prescribing or dispensing health care practitioner to be capable of administering the opioid antidote, consistent with the express statutory requirement.

Notwithstanding the provisions of N.J.S.A. 24:6J-4.a.(3)(b) to the contrary, if the law expressly authorizes or requires a school, school district, or school nurse to administer or dispense opioid antidotes pursuant to a standing order under N.J.S.A. 24:6J-4 et seq., the standing order issued shall be deemed to grant the authority specified by the law, even if such authority is not specifically indicated on the face of the standing order.

In accordance with the provisions of N.J.S.A. 18A:40-12.26, no school employee, including a school nurse or any other officer or agent of a Board of Education or charter school, or a prescriber of opioid antidotes for a school through a standing order, shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.23 et seq. Good faith shall not include willful misconduct, gross negligence, or recklessness.

Any school, school district, school nurse, school employee, or any other officer or agent of a Board of Education or charter school who administers or permits the administration of an opioid antidote in good faith in accordance with the provisions of N.J.S.A. 18A:40-12.24 and pursuant to a standing order issued under N.J.S.A. 24:6J-4 shall not, as a result of any acts or omissions, be subject to any criminal or civil liability or any disciplinary action for administering, or permitting the administration of, the opioid antidote in accordance with N.J.S.A. 24:6J-1 et seq. **Nothing in this Policy shall be interpreted to prohibit the**



# POLICY GUIDE

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Administering an Opioid Antidote

**administration of an opioid antidote to a student, staff member, or other person in an emergency during school hours or during on-site school-sponsored activities by an emergency medical responder or other person authorized by law to administer an opioid antidote, in accordance with N.J.S.A. 24:6J-1 et seq.**

**The Overdose Prevention Act provides that when a person, in good faith, seeks medical assistance for an individual believed to be experiencing a drug overdose, whether the person is seeking assistance for himself/herself or another, the person calling for help and the person experiencing the overdose shall not be arrested, charged, prosecuted, or convicted for certain criminal offenses enumerated in N.J.S.A. 2C:35-30(a)(1-6) and N.J.S.A. 2C:35-31(a)(1-6).**

Notwithstanding the provisions of any law, rule, regulation, ordinance, or institutional or organizational directive to the contrary, any person or entity authorized to administer an opioid antidote pursuant to N.J.S.A. 24:6J-4, may administer to an overdose victim, with full immunity: a single dose of any type of opioid antidote that has been approved by the United States Food and Drug Administration for use in the treatment of opioid overdoses; and up to three doses of an opioid antidote that is administered through an intranasal application, or through an intramuscular auto-injector, as may be necessary to revive the overdose victim. Prior consultation with, or approval by, a third-party physician or other medical personnel shall not be required before an authorized person or entity may administer up to three doses of an opioid antidote, as provided in N.J.S.A. 24:6J-4, to the same overdose victim.

A school district may enter into a shared services arrangement with another school district for the provision of opioid antidotes pursuant to N.J.S.A. 18A:40-12.27 if the arrangement will result in cost savings for the districts.

This Policy and Regulation 5330.04 shall be reviewed and approved by the school physician prior to Board adoption and whenever this Policy is revised. This Policy shall be made available to school staff members, parents, and students in handbooks, on the school district's website, or through any other appropriate means of publication.

N.J.S.A. 18A:40-12.23; 18A:40-12.24; 18A:40-12.25;  
18A:40-12.26; 18A:40-12.27

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

Adopted:



# POLICY GUIDE

STUDENTS

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Use of Electronic Communication and Recording  
Devices (ECRD)

Oct 15

M

[See POLICY ALERT Nos. 158, 190 and 207]

## 5516 USE OF ELECTRONIC COMMUNICATION AND RECORDING DEVICES (ECRD)

The Board of Education believes students and/or school staff members should not be subject to having a video or audio recording taken of any student(s) or school staff member(s) for any purpose without the consent of the student, the student's parent ~~or guardian~~, and/or the school staff member. In addition to protecting the privacy rights of students and school staff members, the Board recognizes such recordings can be disruptive to the educational program. In addition, inappropriate recordings of educational material, student assessment instruments, and/or student assessment reviews can be used to compromise the integrity of the district's educational program or lead to academic dishonesty in the event such recordings are stored and/or transmitted to other students. Therefore, the Board of Education adopts this Policy regarding student use of electronic communication and recording devices.

“Electronic communication and recording device (ECRD)” includes any device with the capability to audio or video record or is capable of receiving or transmitting any type of communication between persons. An ECRD includes, but is not limited to, cameras, cellular and wireless telephones, pagers/beepers, laptop computers, electronic readers, personal digital assistants (PDAs), two-way radios, portable fax machines, video broadcasting devices, and any other device that allows a person to record and/or transmit, on either a real time or delayed basis, sound, video, or still images, text, or other information.

**[Option: Select one of the following options:**

- A student is not permitted to bring, possess, or use an ECRD on school grounds at any time, regardless of whether school is in session or not.



# POLICY GUIDE

STUDENTS

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Use of Electronic Communication and Recording  
Devices (ECRD)

- X A student is not permitted to have turned on or use an ECRD on school grounds during the school day or when the student is participating in a curricular or school-sponsored co-curricular activity. A student's personal ECRD may only be used on school grounds in an emergency situation **or before and after the school day** or with the permission of a school staff member supervising the student in a curricular or school-sponsored co-curricular activity. Any audio and/or video recording by a student using their personal ECRD with permission of a school staff member while participating in a curricular or school-sponsored activity where other students or staff members are present shall require the permission for such recording from any other student and their parents ~~or guardians~~ and/or staff members whose voice or image is to be recorded. This Policy is not intended to prohibit appropriate use of electronic devices for authorized or approved official curricular or school-sponsored co-curricular activities such as yearbook photographs, staff member/teacher-directed and approved activities, classroom presentations, ~~and~~ athletic events, and drama production filming. A student authorized or approved to use an ECRD may not use an ECRD to access internet sites or view information or internet-based material that is inappropriate or would be blocked from student access by the school district's acceptable use of computers and networks policy. Nothing in this Policy is intended to prevent a student from using their personal ECRD and recording school-sponsored co-curricular activities as a non-participant when the activity is open to the general public.]

For the purposes of this policy, "school grounds" means and includes land, portions of land, structures, buildings, and structures that support these buildings, including, but not limited to, administrative buildings, kitchens, maintenance shops, and garages. "School grounds" also includes other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds, and other recreational places owned by the local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land.

An ECRD used in violation of this Policy will be confiscated by a school staff member or Principal or designee and the student will be subject to appropriate disciplinary action.



# POLICY GUIDE

STUDENTS

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Use of Electronic Communication and Recording  
Devices (ECRD)

[Option: Select one of the following options:

A student shall not knowingly bring or possess any remotely activated paging device on any school grounds, including on a school bus or at a school-sponsored function, at any time and regardless of whether school is in session or other persons are present.

A student shall not **knowingly** bring or possess any remotely activated paging device on any school grounds, including on a school bus or at a school-sponsored function, at any time and regardless of whether school is in session or other persons are present without the express written permission of the **Principal**. The student must submit a written request and establish to the satisfaction of the **Principal** a reasonable basis for the possession of the device. The written request must include the purpose for the student possessing and/or bringing the device on school property and the date or dates in which the student requests to possess and/or bring the device on school property. The written request must also include the date in which the student will no longer need to bring and/or possess the device on school property.

The **Principal**, upon reviewing the request from the student, will make a determination. The determination will be in writing and if approved, written permission for the student to bring and/or possess a remotely activating paging device will be provided to the student. Permission will only be provided for

[Select one of the following alternatives below

\_\_\_\_\_ the school year.

\_\_\_\_\_ (specific number) month(s).

\_\_\_\_\_ (specific number) week(s).]

a specific instance.



# POLICY GUIDE

STUDENTS

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Use of Electronic Communication and Recording  
Devices (ECRD)

The student must submit a new request if the time in which permission is given to bring and/or possess a device expires. The student that is granted permission to possess and/or bring the device must be in the possession of the device at all times. The Principal or designee shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of **N.J.S.A. 2C:33-19** ~~N.J.A.C. 6A:16-5.8~~ and this Policy.]

A student who is an active member in good standing of a volunteer fire company, first aid, ambulance or rescue squad may bring or possess a remotely activated paging device on school property only if the student is required to respond to an emergency and the student provides a statement to the **Principal** from the chief executive officer of the volunteer fire company, first aid, ambulance or rescue squad authorizing the possession of the device by the student at all times and that the student is required to respond to an emergency.

The Principal or designee will confiscate the remotely activated paging device, take appropriate disciplinary action and shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of **N.J.S.A. 2C:33-19** ~~N.J.A.C. 6A:16-5.8~~ and this Policy.

N.J.S.A. 2C:33-19

~~N.J.A.C. 6A:16-5.8~~

Adopted:





# POLICY GUIDE

STUDENTS  
5541/page 1 of 3  
Anti-Hazing  
Jan 22  
M

[See POLICY ALERT No. 226]

**[MANDATED FOR SCHOOL DISTRICTS WITH A MIDDLE SCHOOL AND/OR HIGH SCHOOL AND OPTIONAL FOR SCHOOL DISTRICTS WITH ONLY AN ELEMENTARY SCHOOL(S)]**

## 5541 ANTI-HAZING

A safe and civil environment in school is necessary for students to learn and achieve high academic standards. Hazing is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. The Board of Education prohibits acts of hazing and adopts this Policy against hazing in accordance with N.J.S.A. 18A:37-32.2. The provisions of this Policy apply to [X high school(s); X middle school(s); and/or X elementary school(s)] in the school district.

“Hazing” in a school setting includes, but is not limited to, conduct by an individual(s) who is a member and/or representative of a school-sponsored student organization, club, or athletic team where such individual(s) conditions a student's acceptance as a member into such group on whether the student engages in activities that are humiliating, demeaning, intimidating, and exhausting to the student.

N.J.S.A. 2C:40-3.a. indicates hazing may also include, but is not limited to, the conduct outlined below:

1. An individual(s) causes, coerces, or otherwise induces a student to commit an act that violates Federal or State criminal law;
2. An individual(s) causes, coerces, or otherwise induces a student to consume any food, liquid, alcoholic liquid, drug or other substance which subjects the student to a risk of emotional or physical harm or is otherwise deleterious to the student's health;
3. An individual(s) subjects a student to abuse, mistreatment, harassment, or degradation of a physical nature, including, but not limited to, whipping, beating, branding, excessive calisthenics, or exposure to the elements;



# POLICY GUIDE

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Anti-Hazing

4. An individual(s) subjects a student to abuse, mistreatment, harassment, or degradation of a mental or emotional nature, including, but not limited to, activity adversely affecting the mental or emotional health or dignity of the individual, sleep deprivation, exclusion from social contact, or conduct that could result in extreme embarrassment;
5. An individual(s) subjects a student to abuse, mistreatment, harassment, or degradation of a sexual nature; or
6. An individual(s) subjects a student to any other activity that creates a reasonable likelihood of bodily injury to the student.

Board of Education members, school employees, and contracted service providers are required to report an alleged incident of hazing that may take place or has taken place on or off school grounds to the Principal or designee on the same day when the individual witnessed or received reliable information regarding such an incident. Students, parents, volunteers, or visitors are encouraged to report an alleged incident of hazing that may take place or has taken place on or off school grounds to the Principal or designee on the same day when the individual witnessed or received reliable information regarding any such incident.

Any report of an alleged incident of hazing shall be immediately investigated by the Principal or designee in accordance with procedures used to investigate alleged violations of the Student Discipline/Code of Conduct and Policy and Regulation 5600. A Principal or designee who receives a report of an alleged incident of hazing and fails to initiate or conduct an investigation and fails to minimize or eliminate the hazing may be subject to disciplinary action.

The Principal or designee may identify behavior when investigating an alleged incident of hazing indicating harassment, intimidation, or bullying (HIB) pursuant to N.J.S.A. 18A:37-14 et seq. – the New Jersey Anti-Bullying Bill of Rights Act (ABR). If the Principal or designee identifies behavior indicating HIB, the Principal or designee shall ensure a separate investigation is conducted in accordance with the ABR and Policy 5512.



# POLICY GUIDE

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Anti-Hazing

The Superintendent or designee shall report to local law enforcement any hazing incident that rises to the level of mandatory reporting under the “Uniform Memorandum of Agreement Between Education Officials and Law Enforcement Officials” or any other agreement between local law enforcement and the school district pursuant to N.J.A.C. 6A:16-5.1(b).

Hazing that involves the participation of a coach, teacher, or other adult may constitute child abuse and shall be addressed in accordance with N.J.S.A. 18A:36-25 and Policy and Regulation 8462.

The Board shall enforce any penalty for violation of this Policy in accordance with the student code of conduct and Policy and Regulation 5600, or any other applicable Board Policy or Regulation. In accordance with N.J.S.A. 18A:37-32.3 appropriate penalties for a violation of this Policy may include, but are not limited to:

1. Withholding of diplomas or transcripts pending compliance with the rules;
2. Rescission of permission for the organization or group whose student member(s) are being penalized under this Policy, to operate on school property or to otherwise operate under the sanction or recognition of the school district; and
3. The imposition of probation, suspension, dismissal, or expulsion of a student member(s).

Any discipline instituted in response to a violation of this Policy may be in addition to discipline for a violation of Policy 5512, Policy and Regulation 5600, and any other applicable Board Policy and Regulation.

The school district shall ensure that students are informed of this Policy, including the rules, penalties, and program of enforcement under this Policy. This Policy shall be posted on the school district’s publicly accessible Internet website.

N.J.S.A. 18A:36-25; 18A:37-13.2; 18A:37-14 et seq.; 18A:37-32.2;  
18A:37-32.3  
N.J.A.C. 6A:16-5.1

Adopted:



# POLICY GUIDE

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[See POLICY ALERT No. 219]

## 7243 SUPERVISION OF CONSTRUCTION

The Board of Education directs that the **Superintendent/Business Administrator** be responsible for the supervision of all building construction in this **school** district. Supervision shall include field inspection of the **construction** contractor's operations, administrative review of the activities of the architect relating to the construction, and any other construction matters relating to the interests of the school district.

The **Business Administrator** shall report periodically to the Board **on the progress of that by his/her personal knowledge** the work of the construction contractor(s) ~~and the architect is being performed in accordance with the plans, specifications, and contracts approved by the Board.~~

**The Board shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the Board has first determined, consistent with the requirements and standards of N.J.S.A. 18A:6-7.1 et seq., that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from being employed or utilized in such capacity or position.**

**The Superintendent shall direct the School Business Administrator/Board Secretary or designee to act as liaison to all construction contractors for school facility and construction projects to obtain a list of the individuals who will have regular contact with students and will be employed by or working for the contractor on a school district project that will be undergoing a criminal history record check pursuant to the requirements of N.J.S.A. 18A:6-7.1 et seq. The liaison shall provide the list of those contracted employees to the Superintendent or designee and the Human Resources Director. The Superintendent or designee and the Human Resources Director who receive any adverse action correspondence from the New Jersey Department of Education (NJDOE) related to the criminal history record check process shall review the contracted company list in order to determine if the subject of that correspondence is either a school**



# POLICY GUIDE

employee or an employee of any contract service provider and take

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Supervision of Construction

appropriate action. No employee of a contracted service provider shall commence work at a school facility without having first obtained an approval for employment from the NJDOE. Approvals for employment of these contracted employees shall be maintained with the liaison and copies forwarded to the Superintendent's office.

A change order involving additional cost will be submitted to by the \_\_\_\_\_ for Board for review and approval.

## [Optional

A change order not involving monetary considerations may be acted upon solely by the Business Administrator and reported to the Board.]

Upon completion of a building project and a final inspection of all its aspects by the architect, contractors, and school officials, a recommendation for acceptance shall be made to the Board by the Architect.

N.J.S.A. 18A:6-7.1 et seq.; 18A:18A-16; 18A:18A-43; 18A:18A-44  
~~N.J.S.A. 18A:54-30 [vocational districts]~~

Adopted:



ACCOUNT		DESCRIPTION	AMOUNT TRANSFERRED	
			From	To
19672	11-000-219-320-72-58-C-C	PRCH SERV/CST CONSULTANTS	(115.80)	
19672	11-000-216-600-39-40-C-C	SPCH/SUPPLIES		115.80
			<u>\$ (115.80)</u>	<u>\$ 115.80</u>
EXPLANATION: SpSv-SpeechAssessmtProtocols Adjustment				
19674	11-000-219-320-72-58-C-C	PRCH SERV/CST CONSULTANTS	(124.24)	
19674	11-000-219-600-72-49-C-C	SUPPLIES/SPEC SERV		124.24
			<u>\$ (124.24)</u>	<u>\$ 124.24</u>
EXPLANATION: SpcSvc-SafetyVest4Student Adjustment				
19676	20-241-100-600-21-40-I-0	TITLE III/INSTR SUPPLIES	(3,500.00)	
19676	20-241-200-580-21-50-I-0	TITLE III/TRAVEL		3,500.00
			<u>\$ (3,500.00)</u>	<u>\$ 3,500.00</u>
EXPLANATION: TSD-ConferenceRegstn&Travel Adjustment				
19682	20-231-100-610-22-71-I-0	TITLE I M VENTO INST'L SUPPL	(3,775.87)	
19682	20-231-200-600-71-57-I-0	TITLE I/M VENTO SUPPLIES		3,775.87
			<u>\$ (3,775.87)</u>	<u>\$ 3,775.87</u>
EXPLANATION: TSD-McKinney-Vento #1_SY21-22 Adjustment				
19684	11-216-100-610-36-40-C-6	SUPPLIES/PSD	(1,000.00)	
19684	11-000-219-600-72-49-C-C	SUPPLIES/SPEC SERV		1,000.00
			<u>\$ (1,000.00)</u>	<u>\$ 1,000.00</u>
EXPLANATION: SpcSvc-EquipExtendedWarranty Adjustment				
19685	11-402-100-930-26-40-A-H	SUBSIDIES/ATHLETICS	(6,000.00)	
19685	11-000-240-600-71-49-T-H	ADMIN SUPPLIES/THS	(5,000.00)	
19685	11-401-100-890-29-40-T-H	OTHER EXP/CO-CURRIC/THS		11,000.00
			<u>\$ (11,000.00)</u>	<u>\$ 11,000.00</u>
EXPLANATION: THS-Athletc&HonorConvocatnSY21 Adjustment				
19686	20-010-270-512-73-50-0-0	FORUM/TWNSHP/FIELD TRIPS	(2,500.00)	
19686	20-010-200-590-73-50-G-D	TWNSHP FORUM/CAR ALLOWANCE		2,500.00
			<u>\$ (2,500.00)</u>	<u>\$ 2,500.00</u>
EXPLANATION: FORUM_UnuseFldTrip2CarAllow Adjustment				
19688	11-000-262-100-89-19-H-1	CUSTODIAN SUBSTITUTES	(4,200.00)	
19688	11-000-261-610-89-49-1-D	MAINTENANCE SUPPLIES		4,200.00
			<u>\$ (4,200.00)</u>	<u>\$ 4,200.00</u>
EXPLANATION: BO-StormDamageTentReplaceTHS Adjustment				
19692	11-000-291-241-99-24-0-0	RETIRMNT FUND/OTHER	(9,000.00)	
19692	11-000-291-232-00-00-0-0	TPAF REIMB/FED FND PRGMS		9,000.00
			<u>\$ (9,000.00)</u>	<u>\$ 9,000.00</u>
EXPLANATION: BO-PensionReimbursements Adjustment				
19696	11-000-251-590-83-50-0-0	OTHER PRCH'D SERVICES/OSBM	(200.00)	
19696	11-000-251-580-83-50-0-0	TRAVEL, CONF, WRKSH/BUS OFF		200.00
			<u>\$ (200.00)</u>	<u>\$ 200.00</u>
EXPLANATION: BO-PR_FundingTravelConfAct Adjustment				
19698	11-212-100-610-35-40-C-F	SUPPLIES/MD	(5,754.00)	
19698	12-000-219-730-72-32-C-C	EQUIPMENT/CST		5,754.00
			<u>\$ (5,754.00)</u>	<u>\$ 5,754.00</u>
EXPLANATION: SpcSvc-PurchNovaChatDevice Adjustment				
19699	11-000-230-100-88-19-D-D	SUBS OT/ASST,SUPT.ED SERVICES	(10,000.00)	
19699	11-000-230-331-81-56-0-D	FEES/LEGAL		10,000.00
			<u>\$ (10,000.00)</u>	<u>\$ 10,000.00</u>
EXPLANATION: BO-PayLegal-Invoices3.22 Adjustment				

	ACCOUNT	DESCRIPTION	AMOUNT TRANSFERRED	
			From	To
19701	11-000-100-566-49-61-C-C	TUITN/PRIV SCH/SP'L ED	(12,848.00)	
19701	11-000-100-561-49-66-C-S	TUITION LEA REGULAR EDUCATION		12,848.00
			<u>\$ (12,848.00)</u>	<u>\$ 12,848.00</u>
EXPLANATION: Regular Ed for State Reimburse Adjustment				
19714	20-270-200-580-92-50-I-M	TITLE IIA/TRAVEL/MAYANOT	(162.00)	
19714	20-270-200-320-92-50-I-M	TITLE IIA/NP/PURCH SERV/MAY		162.00
			<u>\$ (162.00)</u>	<u>\$ 162.00</u>
EXPLANATION: TSD-TITLE II #2-SY21-22 Adjustment				
19715	11-000-270-512-46-52-0-C	FIELD TRIP/WORK PRGM THS	(7,500.00)	
19715	11-000-270-160-83-19-0-D	SUBS/OT/TRANSPORTATION		7,500.00
			<u>\$ (7,500.00)</u>	<u>\$ 7,500.00</u>
EXPLANATION: BO-ClearPayrollINEGBALTranport Adjustment				
19717	61-910-310-500-81-50-0-D	FOOD SERVICE/PURCH SERV	(60,000.00)	
19717	61-910-310-732-81-50-0-D	FOOD SERVICE/EQUIPMENT		60,000.00
			<u>\$ (60,000.00)</u>	<u>\$ 60,000.00</u>
EXPLANATION: BO-PurchaseFoodSvcEquip Adjustment				
19721	11-000-262-610-89-49-1-D	CUSTODIAL/OPERATIONS SUPPLIES	(2,000.00)	
19721	11-000-263-610-89-49-1-D	GROUNDS/SUPPLIES		2,000.00
			<u>\$ (2,000.00)</u>	<u>\$ 2,000.00</u>
EXPLANATION: O&M_GrdsSuppLeafbladePlow Adjustment				
19726	11-120-100-101-18-19-H-D	LONG TERM SUBS/GRADES 1-5	(50,000.00)	
19726	11-130-100-101-18-19-H-D	LONG TERM SUBS/GRADES 6-8	(20,000.00)	
19726	11-140-100-101-18-19-H-D	LONG TERM SUBS/GRADES 9-12	(27,000.00)	
19726	11-150-100-101-38-10-H-D	HOME INSTRUC/ALTERN EDUC		97,000.00
			<u>\$ (97,000.00)</u>	<u>\$ 97,000.00</u>
EXPLANATION: BO-Tuiton_BedsideInstruction Adjustment				
19735	11-000-291-260-99-20-0-D	WORKERS COMPENSATION	(30,000.00)	
19735	11-000-291-210-99-21-0-T	INS EMPL/DISABILITY/TTEA		30,000.00
			<u>\$ (30,000.00)</u>	<u>\$ 30,000.00</u>

FINANCE COMMITTEE SIGNATURE

DATE

Field Trips

**AMENDED**- TRIP APPROVED ON APRIL 27, 2022

Name: Tawana Smith, Deirdre Ayala, Kristen Ferreira, Emily Fucarino, Samuel Griffin, Sandra Warren-Givens, Rahena Loskor, Latoya Johnson, **Colette Brantley, Elizabeth Woo**, Twelve Parent Chaperones

School or Department: Hawthorne Elementary School

Trip Planned: The Funplex

Location: East Hanover, New Jersey

67 Students

Date(s): June 9, 2022

Depart: 9:00 AM

Return: 2:30 PM

Estimated Cost: \$3,613.52- Substitute Required (PTA Funded)

EXPLANATION: The students in fourth grade will engage in physical and social-emotional skills and challenges with their teachers and peers. As they prepare to move on to middle school next year, the activities planned will continue to help them learn to get along with others.

OVERNIGHT TRIP

Name: Daniel Olender, Katie Rose Augustine, Michael Moldovan

School or Department: Teaneck High School

Trip Planned: Mont Lawn Retreat Center

Location: Bushkill, Pennsylvania

36 Students

Date(s): August 22, 2022 – August 24, 2022

Depart: 1:00 PM (8/22/22)

Return: 1:30 PM (8/24/22)

Estimated Cost: \$7,390- Substitute Not Required (District Funded)

EXPLANATION: This trip prepares the Peer Leadership students for their upcoming roles during their senior year. They are shown and execute activities that they will initiate with the freshman students throughout the school year.



**Tuitions - June 2022**

<b>Student ID#</b>	<b>Placement</b>	<b>Tuition</b>	<b>Start Date</b>	<b>1:1 Aide</b>
96817	Shepard Preparatory High School (18-21 Year Old Program) 2022-2023 SY and ESY 2022	\$67,721.22	7/1/2022	
102585	Benway School 2022-2023 SY and ESY 2022	\$91,478.58	7/6/2022	
95182	The Camphill School - 2022 ESY	\$10,542.00	6/25/2022	
103633	epard Preparatory High School 2022-2023 SY and ESY 202	\$67,721.22	7/1/2022	
104043	Sage Alliance 2022-2023 SY	\$68,900.00	9/1/2022	
99973	Sage Alliance 2022-2023 SY	\$68,900.00	9/1/2022	
102469	The Newmark School 2022-2023 SY and ESY 2022	\$68,723.82	7/6/2022	
104059	The Newmark School 2022-2023 SY and ESY 2022	\$68,732.82	7/6/2022	
101213	Banyan School 2022-2023 SY	\$58,591.80	9/7/2022	
100445	Banyan School 2022-2023 SY and ESY 2022	\$66,078.53	7/6/2022	
104247	epard Preparatory High School 2022-2023 SY and ESY 202	\$67,721.22	7/1/2022	
98115	Shepard Preparatory High School 2022-2023 SY	\$58,183.02	9/1/2022	
106158	The CTC Academy 2022-2023 SY and ESY 2022	\$94,296.50	7/5/2022	\$ 29,252.00
107242	The CTC Academy 2022-2023 SY and ESY 2022	\$94,296.50	7/5/2022	
106444	The CTC Academy 2022-2023 SY and ESY 2022	\$94,966.00	7/5/2022	
103965	The CTC Academy 2022-2023 SY and ESY 2022	\$94,966.00	7/5/2022	
105969	The CTC Academy 2022-2023 SY and ESY 2022	\$94,966.00	7/5/2022	\$ 29,252.00
104835	The CTC Academy 2022-2023 SY and ESY 2022	\$94,966.00	7/5/2022	
101936	The CTC Academy 2022-2023 SY	\$83,902.00	9/6/2022	
106401	Pillar Care Continuum 2022-2023 SY and ESY 2022	\$78,409.80	7/5/2022	\$ 46,200.00
106516	Corenerstone Day School 2022-2023 SY and ESY 2022	\$93,445.00	7/11/2022	
100124	Corenerstone Day School 2022-2023 SY and ESY 2022	\$93,445.00	7/11/2022	
97656	Corenerstone Day School 2022-2023 SY and ESY 2022	\$93,445.00	7/11/2022	
100435	The Craig School 2022-2023 SY	\$58,760.00	9/6/2022	
105770	Settlement Agreement - Shefa School 2022-2023 SY	\$47,000.00	9/1/2022	
103642	Settlement Agreement - Shefa School 2022-2023 SY	\$50,000.00	9/1/2022	
105845	Settlement Agreement - Shefa School 2022-2023 SY	\$50,000.00	9/1/2022	
101863	Settlement Agreement - Shefa School 2022-2023 SY	\$60,000.00	9/1/2022	
104340	Settlement Agreement - Shefa School 2022-2023 SY	\$50,000.00	9/1/2022	
103168	Settlement Agreement - Shefa School 2022-2023 SY	\$50,000.00	9/1/2022	
105842	Settlement Agreement - Shefa School 2022-2023 SY	\$50,000.00	9/1/2022	
103655	Settlement Agreement - Shefa School 2022-2023 SY	\$60,000.00	9/1/2022	
100002	Settlement Agreement - Shefa School 2022-2023 SY	\$50,000.00	9/1/2022	
104491	Settlement Agreement - Shefa School 2022-2023 SY	\$60,000.00	9/1/2022	
106057	Settlement Agreement - Shefa School 2022-2023 SY	\$47,000.00	9/1/2022	
103817	Settlement Agreement - Shefa School 2022-2023 SY	\$60,437.02	9/1/2022	
106182	Settlement Agreement - Shefa School 2022-2023 SY	\$60,000.00	9/1/2022	
106541	Settlement Agreement - Shefa School 2022-2023 SY	\$60,437.02	9/1/2022	
106865	Settlement Agreement - Shefa School 2022-2023 SY	\$60,437.02	9/1/2022	
106512	Settlement Agreement - Shefa School 2022-2023 SY	\$60,437.02	9/1/2022	
105546	Settlement Agreement - Shefa School 2022-2023 SY	\$60,437.02	9/1/2022	
100376	Settlement Agreement - Sinai Schools 2022-2023 SY	\$62,000.00	9/1/2022	
100413	Settlement Agreement - Sinai Schools 2022-2023 SY	\$65,000.00	9/1/2022	
105132	Settlement Agreement - Sinai Schools 2022-2023 SY	\$62,000.00	9/1/2022	
99744	Settlement Agreement - Sinai Schools 2022-2023 SY	\$60,000.00	9/1/2022	
102515	Settlement Agreement - Sinai Schools 2022-2023 SY	\$62,000.00	9/1/2022	
94586	Settlement Agreement - Sinai Schools 2022-2023 SY	\$62,000.00	9/1/2022	
97579	Settlement Agreement - Sinai Schools 2022-2023 SY	\$60,000.00	9/1/2022	
104626	Settlement Agreement - Sinai Schools 2022-2023 SY	\$62,000.00	9/1/2022	
102912	Settlement Agreement - Sinai Schools 2022-2023 SY	\$65,000.00	9/1/2022	
99569	Settlement Agreement - Sinai Schools 2022-2023 SY	\$60,000.00	9/1/2022	
100347	Settlement Agreement - Sinai Schools 2022-2023 SY	\$70,000.00	9/1/2022	

**Tuitions - June 2022**

<b><u>Student ID#</u></b>	<b><u>Placement</u></b>	<b><u>Tuition</u></b>	<b><u>Start Date</u></b>	<b><u>1:1 Aide</u></b>
101890	Settlement Agreement - Sinai Schools 2022-2023 SY	\$73,400.00	9/1/2022	
96286	Settlement Agreement - Sinai Schools 2022-2023 SY	\$60,000.00	9/1/2022	
106891	Settlement Agreement - Sinai Schools 2022-2023 SY	\$80,000.00	9/1/2022	
102906	Settlement Agreement - Sinai Schools 2022-2023 SY	\$59,000.00	9/1/2022	
106810	Settlement Agreement - Sinai Schools 2022-2023 SY	\$80,000.00	9/1/2022	
97529	Settlement Agreement - Winston Prep - 2022-2023 SY	\$60,000.00	9/1/2022	
103252	Settlement Agreement - Winston Prep - 2022-2023 SY	\$65,000.00	9/1/2022	
98268	Settlement Agreement - Delphian - 2022-2023 SY	\$12,000.00	9/1/2022	
103568	The Forum School	\$87,361.00	7/5/2022	
106178	Shepard School	\$67,071.57	7/1/2022	
	Subtotal	\$4,103,175.70		\$104,704.00
	Total	\$4,207,879.70		

Clinicians - June 2022

<b><u>Student ID#</u></b>	<b><u>Placement</u></b>	<b><u>Discipline/Rate</u></b>	<b><u>NOT TO EXCEED</u></b>
107230	Learn Well - Bedside Instruction	\$50 per hour	\$3,000.00
101851	Learn Well - Bedside Instruction	\$50 per hour	\$3,000.00
98550	Learn Well - Bedside Instruction	\$50 per hour	\$3,000.00
		Total	\$9,000.00

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**Fundraising Activities by School**

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School or Department: Teaneck High School

Activity: **4-Day Softball Camp for Teaneck Youngsters**

Sponsoring Organization: Softball Team Head Coach

Name of sponsors: Jolynn Dianno

Participants: The team, family, friends, and community youngsters

Date(s): June 20 – June 24, 2022

Location: Thomas Jefferson Middle School

Estimated funds to be raised by this activity: \$1,125

Funds to sponsoring organization: 100%

EXPLANATION: The funds will be used to purchase team apparel, and equipment as necessary.

School or Department: Teaneck High School

Activity: **Fancloth**

Sponsoring Organization: Girls Volleyball Team

Name of sponsors: Ashley Pryce

Participants: The team, family, friends, and the community

Date(s): August 2022 – November 2022

Location: Online @ Fancloth.com

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

Funds to sponsoring organization: 60%

EXPLANATION: The funds will be used to purchase team gear, senior gifts, and end of season dinner.

School or Department: Teaneck High School

Activity: **Double-Good Popcorn**

Sponsoring Organization: Girls Volleyball Team

Name of sponsors: Ashley Pryce

Participants: The team, teachers, family, friends, and the community

Date(s): August 2022 – November 2022

Location: Online @ doublegood.com

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

Funds to sponsoring organization: 50%

EXPLANATION: The funds will be used to purchase team gear, senior gifts, and end of season dinner.

School or Department: Teaneck High School

Activity: **Double-Good Popcorn**

Sponsoring Organization: Senior Class 2023

Name of sponsors: Ashley Pryce

Participants: The team, teachers, family, friends, and the community

Date(s): August 2022 – May 2023

Location: Online @ doublegood.com

Estimated funds to be raised by this activity: \$5,000

Funds to sponsoring organization: 50%

EXPLANATION: The funds will be used to help offset the cost of senior activities.



# New Jersey Department of Education

## Toilet Room Facilities for Early Intervention, Pre-Kindergarten and Kindergarten Classrooms 2022-2023 School Year

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

District: TEANECK

School: LOWELLELE:MENTARY

Room Number/Name ---- '1 0 4

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

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Board of Education has approved this alternate method of compliance on 5/11/2022  
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: 5/11/2022

School Business Administrator: kt., 1/4:::  
Fo \_\_\_\_\_  
ounty Use Only

Date: 5-10-2022

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

\_\_\_\_\_  
Executive County Superintendent

\_\_\_\_\_  
Date



# New Jersey Department of Education

## Toilet Room Facilities for Early Intervention, Pre-Kindergarten and Kindergarten Classrooms 2022-2023 School Year

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

District: TEANECK School: WHITTIER ELEMENTARY

Room Number/Name: 1=0=3

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

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Board of Education has approved this alternate method of compliance on 6/15/22  
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: 5/31/2022

School Business Administrator: \_\_\_\_\_

Date: S-JS-JP.La

**For Use Only**

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

\_\_\_\_\_  
Executive County Superintendent

\_\_\_\_\_  
Date



# New Jersey Department of Education

## Initial/ Renewal Application for ONE Temporary Instructional Space 2022-2023 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:  TCU: \_\_\_\_\_ Mobile: \_\_\_\_\_

School/Building: Christ Episcopal Church (Teaneck Early Learning Center) - Multi-Purpose Room

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

Year of: Initial Application: 5/10/2019 Renewal Application(s): 1st Year: \_\_\_\_\_ 2nd Year: \_\_\_\_\_ 3rd Year: K 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 2022-2023 school year on 6-15-22 (Date)

Certified by: \_\_\_\_\_ **\*\*\*Please attach Board Resolution\*\*\*** S, I 2022 (Date)  
(Superintendent of Schools)

!; **Ministrato** 5-25-2022 (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 2022-2023 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:  TCU: \_\_\_\_\_ Mobile: \_\_\_\_\_

School/Building: Christ Episcopal Church (Teaneck Early Learning Center) - 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: \_\_\_\_\_ 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 2022-2023 school year on 5/15/22 (Date)

Certified by: \_\_\_\_\_ **\*\*\*Please attach Board Resolution\*\*\*** 5/31/2022 (Date)

(Superintendent of Schools)  
Jb' (Secretary) Administrator 5-25-2022 (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  
County Office

**Anticipated Facility Requests for 2022-2023 School Year**

**ALL DISTRICTS MUST COMPLETE AND RETURN THIS FORM TO THE COUNTY OFFICE  
BY JULY 15, 2022**

The purpose of this form is to notify the county office of anticipated changes to facility use for the upcoming school year. Some facility changes require a site visit prior to county office approval.

A district may submit the specific facility request (dual use, change of use, etc.) at a future time.

*All applications must be original and include an original extract.*

**Temporary (check one):**

--- I **will not** have any temporary spaces for the 2022-2023 school year.

I anticipate the need to **renew** temporary spaces for the 2022-2023 school year.

--- I anticipate the need to use **new** temporary spaces for the 2022-2023 school year.

**Note: Off-site facilities are considered temporary and require an annual application and inspection.**

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**Dual Use (check one):**

--- I anticipate requesting dual use of instructional space for the 2022-2023 school year.

There will be **no dual use** of instructional space during the 2022-2023 school year.

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**Change of Use (check one):**

--- I anticipate applying for a change of use for the 2022-2023 school year.

I do not anticipate applying for a change of use for the 2022-2023 school year.

---

**Kindergarten Toilet (check one):**

I will be requesting approval of alternate method of compliance for the 2022-2023 school year.

--- All Kindergarten and Pre-K Classrooms being used in 2022-2023 have their own toilet facility.

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**TEANECK**  
District

*U X*  
Terim SBA

*5-25-2022*  
Date



May 6, 2022

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

Dear Dr. Christopher Irving:

Bergen Day School Early Childhood Learning Center, LLC is looking forward to partnering with the Teaneck School District as a private provider to service the Pre-K 3 & 4 students of Teaneck for the 2022-2023 school year.

We are designating 2 classrooms that can accommodate 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 continuing our partnerships to provide the children of Teaneck with a high quality Pre-K program.

Kind Regards,



Marilyn Estrems  
Sponsor  
201-294-6101



# **AUCC Academy**

50 Oakdene Ave  
Teaneck, NJ 07666  
(201) 525-AUCC  
[auccacademy@gmail.com](mailto:auccacademy@gmail.com)  
[AUCCNJ.org](http://AUCCNJ.org)

May 11, 2022

Dr. Christopher Irving  
Superintendent  
Teaneck Public Schools  
651 Teaneck Road  
Teaneck, NJ 07666

Dear Dr. Irving;

AUCC Academy would like to continue the partnership with the Teaneck Board of Education for the 2022-2023 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

**Preschool Education Program Contract  
School Year 2022-2023**

This Agreement is made and entered into this first day of **July 2022** 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 2022-2023 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**

Preschool Contract  
2022-2023 School Year

**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.
- 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 2022-2023 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.

Preschool Contract  
2022-2023 School Year

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. §I 1431 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 Head Start for School Readiness Act (42 U.S.C. 19801 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:
    1. 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.
  - d. 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:

Preschool Contract  
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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:SB-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 2022-2023 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).J*

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

Preschool Contract  
2022-2023 School Year

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.
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.



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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 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.

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- 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.
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.

Preschool Contract  
2022-2023 School Year

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.*
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

Preschool Contract  
2022-2023 School Year

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*.
8. As of June 1, 2018, *P.L. 2018, c. 5* requires that all school districts, charter schools, nonpublic schools, and contracted service providers make certain inquiries regarding child abuse and sexual misconduct of prospective employees who will have regular contact with students. Consistent with the statute, the Department of Education has developed employment forms that hiring entities may use to complete the required employment history review. If a hiring entity chooses not to use the forms provided below, the hiring entity is still required to comply with the terms of the statute. Please note that this employment review is separate from the criminal history review requirements. The resources below include two forms and a list of frequently asked questions regarding the implementation of *P.L. 2018, c. 5*:
  - Sexual Misconduct/Child Abuse Disclosure Release
  - Sexual Misconduct/Child Abuse Disclosure Information Request (follow-up form)

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

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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, 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 conformance 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.

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2022-2023 School Year

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.
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. Adherence to Treasury Circular 15-08-OMB, requiring recipients of State aid funds to have an annual single audit, an annual financial statement audit or a program-specific audit, based on the State aid funds received. A program specific audit can be elected when a recipient's State financial assistance is under only one State program, i.e., Preschool Education Aid.
  - Recipients that expend \$750,000 or more in State financial assistance within their fiscal year must require these recipients to have annual single audits or program-specific audits.
  - Recipients that expend less than \$750,000 in State financial assistance within their fiscal year, but expend \$100,000 or more in State financial assistance within their fiscal year, must require these recipients to have either a financial statement audit performed or a program-specific audit.
2. 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).
3. Making expenditures in strict accordance with the DOE's 2022-2023 Private Provider Budget and Expenditure Guidance.
4. Maintaining a preschool accounting system of all financial activities related to the Agreement separate from other funding sources.
5. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.
6. Make modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
7. Amending the approved budget, when appropriate, with approval by the board of education.

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8. 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.
- 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.



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- 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.
- 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).

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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. 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.
5. 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.
6. 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).

**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.
- 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

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disclosure shall be accompanied by a statement of the action taken or contemplated by the Provider to cmTect 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

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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.
- 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 **30** for the 2022-2023 school year. The District shall pay monthly to the Provider one-tenth (1/10) of the provider's approved 2022-2023 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 2022-2023 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.

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- 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.
- 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 2022-2023 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, 2023.
- 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, 2023.

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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 2022-2023 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.

**VM 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, 2022 to June 30, 2023.

**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.

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- 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:

- 1. 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.

- 11. 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.

- 111. 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 *NJA.C. 6A:26 et seq.*; and

- (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.

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- 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 CHRJ 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.
- 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



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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 *NJA.C. 6A:3 et seq.*, Controversies and Disputes. The filing of an appeal under *NJA.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.

**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 *NJA.C. 6A:3 et seq.*, Controversies and Disputes.

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**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

- 1. 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

- 11. 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:

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- 1. Bodily Injury Liability: \$2,000,000.00 each occurrence;
- 11. Property Damage Liability: \$2,000,000.00 each occurrence; and
- n1. 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:

<b>Total Bud2et</b>	<b>Minimum Bond Amount</b>
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

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<b>Total Budget</b>	<b>Minimum Bond Amount</b>
\$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
10,000,000.01 and upwards	\$180,000 plus ¼ 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(l)(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(l)(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

Preschool Contract  
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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.

**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:**

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District Contact Name, Title and Address

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**With a copy to:**

General Counsel Name and Address

**For the Provider:**

Provider Contact Name, Title and Address

**XVII Anti-Collusion**

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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 Subrecipient**

The relationship of the Provider to the District is that of a subrecipient of the District. The State gives Preschool Education Aid to the District, who further passes the same funding through to the Provider. The Provider, its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered 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 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 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.

**XX 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.

**XXI 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.

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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.

**XXII 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.

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



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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.

LEANECK Public Schools  
Name of School District

By: \_\_\_\_\_  
Date 5/24/2022  
7 D e

Approved as to Legal Form:

By: Marilyn Estrems  
General Counsel Signature VV'l,u--ic--ra. r.,:.,....., .G'ib•

**Marilyn Estrems**  
Name of Provider's Center/Agency

By: **Marilyn Estrems, Sponser** Date 5/27/2022  
Authorized Provider Signature and Title

**Signature: \_\_\_\_\_**  
Marilyn Estrems (May 27, 2022 10:57 EDT)  
Email: marilynestrems@bergendayschool.com



**Preschool Education Program Contract  
School Year 2022-2023**

This Agreement is made and entered into this first day of **July 2022** 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 2022-2023 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**

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2022-2023 School Year

**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.
- 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 2022-2023 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.

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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 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:
    1. 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.
  - d. 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:

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1. Be a private provider within the meaning of *NJA.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:SB-1 et seq.*
3. Operate pursuant to the requirements set forth in the Elements of High-Quality Preschool Programs (*NJA.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*NJA.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 2022-2023 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).*]

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 Stands (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

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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.
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.



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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 *NJA.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 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 *NJA.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.

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- e. Complete a minimum of three (3) visits with each family in each school year.
- £ 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.
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.

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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.*
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

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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 CARJ 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*.
8. As of June 1, 2018, *P.L. 2018, c. 5* requires that all school districts, charter schools, nonpublic schools, and contracted service providers make certain inquiries regarding child abuse and sexual misconduct of prospective employees who will have regular contact with students. Consistent with the statute, the Department of Education has developed employment forms that hiring entities may use to complete the required employment history review. If a hiring entity chooses not to use the forms provided below, the hiring entity is still required to comply with the terms of the statute. Please note that this employment review is separate from the criminal history review requirements. The resources below include two forms and a list of frequently asked questions regarding the implementation of *P.L. 2018, c. 5*:
  - Sexual Misconduct/Child Abuse Disclosure Release
  - Sexual Misconduct/Child Abuse Disclosure Information Request (follow-up form)

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

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or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic infonnation, 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, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other fonnns 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.

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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.
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. Adherence to Treasury Circular 15-08-OMB, requiring recipients of State aid funds to have an annual single audit, an annual financial statement audit or a program-specific audit, based on the State aid funds received. A program specific audit can be elected when a recipient's State financial assistance is under only one State program, i.e., Preschool Education Aid.
  - Recipients that expend \$750,000 or more in State financial assistance within their fiscal year must require these recipients to have annual single audits or program-specific audits.
  - Recipients that expend less than \$750,000 in State financial assistance within their fiscal year, but expend \$100,000 or more in State financial assistance within their fiscal year, must require these recipients to have either a financial statement audit performed or a program-specific audit.
2. 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).
3. Making expenditures in strict accordance with the DOE's 2022-2023 Private Provider Budget and Expenditure Guidance.
4. Maintaining a preschool accounting system of all financial activities related to the Agreement separate from other funding sources.
5. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.
6. Make modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
7. Amending the approved budget, when appropriate, with approval by the board of education.

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8. 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.
- 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.



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- 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.
  - 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*).

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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. 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.
5. 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.
6. 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).

**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.
- 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

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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

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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.
- 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 2022-2023 school year. The District shall pay monthly to the Provider one-tenth (1/10) of the provider's approved 2022-2023 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 2022-2023 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.

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- 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.
- 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 2022-2023 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, 2023.
- 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, 2023.

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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 2022-2023 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 maybe made to the Commissioner pursuant to *N.J.A.C. 6A:3* et seq., Controversies and Disputes.

**VITI 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, 2022 to June 30, 2023.

**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.

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- 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:

- 1. 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.
- 111. 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 *NJA.C. 6A:26 et seq.*; and
  - (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.

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- 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 CHRJ background checks as set forth in Subsection III(H) of this Agreement;
    - b. Failure to conduct CARI checks as set forth in Subsection III(!) 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.
- 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



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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.

**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.

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**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

- 1. 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

- 11. 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:

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- 1. Bodily Injury Liability: \$2,000,000.00 each occurrence;
- 11. Property Damage Liability: \$2,000,000.00 each occurrence; and
- 111. 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:

<b>Total Bud2et</b>	<b>Minimum Bond Amount</b>
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

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<b>Total Budget</b>	<b>Minimum Bond Amount</b>
\$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
10,000,000.01 and upwards	\$180,000 plus ¼ 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(l)(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(l)(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 undeTwiiter to be tme 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

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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.

**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:**

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**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**

Preschool Contract  
2022-2023 School Year

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 Subrecipient**

The relationship of the Provider to the District is that of a subrecipient of the District. The State gives Preschool Education Aid to the District, who further passes the same funding through to the Provider. The Provider, its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered 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 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 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.

**XX 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.

**XXI 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.

Preschool Contract  
2022-2023 School Year

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.

**XXII 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.

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



Preschool Contract  
2022-2023 School Year

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  
2022-2023 School Year

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

TEANECK Public Schools  
Name of School District

By:

\_\_\_\_\_  
District Supervisor 5/24/2022  
Date

Approved as to Legal Form:

By:

[Signature]  
General Counsel Signature for the State of Tennessee, et al.

**AUCC Academy**

\_\_\_\_\_  
Name of Provider's Center/Agency

By:

**Suha Hassan Director** 05/25/2022  
\_\_\_\_\_  
Authorized Provider Signature and Title Date

Signature: A{JCCA/1{JtJ1tJf&t uJ/11111@/ Ceder  
AUCC Al' Ummah Community Center (Jun 1, 2022 11:45 E)

Email: [auccacademy@gmail.com](mailto:auccacademy@gmail.com)



- d) General Liability insurance, including personal injury, contractual liability, and property damage, with limits of \$1,000,000 per occurrence, and \$2,000,000 in aggregate
- e) Professional Liability insurance with limits of \$1,000,000 per occurrence, and \$2,000,000 in aggregate
- e) Crime insurance with limits of \$1,000,000
- f) Umbrella liability insurance with limits of \$4,000,000 covering General Liability and Professional liability

On Client's request, Uniforce will give Client certificates of this insurance coverage or, with the insurer's concurrence, make Client an additional insured on the Commercial General Liability for Staffing Firm's Services.

Client shall pay Uniforce for the hours worked by Assigned Workers assigned to Client. If Client's straight time hourly rates are not set by a Rate Schedule to this Agreement, Uniforce will record the rates Client approves at the time of assignment. Rates not agreed to for a stated term may be prospectively changed by Uniforce upon notice to Client. Unless otherwise agreed in writing, Uniforce will not bill Client for any time off benefits that Uniforce may extend to Assigned Workers. Any sales, use, value added, or similar taxes that apply to sales to Client will be added to Client's invoices as a separate item.

If any government-mandated cost (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, contribution, benefit, or fee) is imposed, increased, adjusted, or newly introduced with respect to Assigned Workers assigned to Client, Uniforce will notify Client and add that cost, without markup, to Client's invoices until Client and Uniforce adopt a new Rate Schedule or otherwise agree on new rates.

Uniforce does not expect to offer Assigned Workers comprehensive health insurance coverage that will qualify under the Patient Protection and Affordable Care Act of 2010. This cost saving is built into the rates charged by Uniforce to Client. However, starting in January of 2014 and because of this non-coverage, Assigned Workers on assignment to Client may generate non-tax deductible penalties called "assessable payments" that will be imposed by the federal government on Uniforce at a time that is weeks or months after the work performed by Assigned Workers on assignment. When such penalties become payable, Uniforce may, at its own discretion, invoice Client for, and Client shall pay, 150% (to compensate for non-deductibility) of the penalty that is attributable to the Associate's time worked on assignment to Client.

**Overtime** Assigned Workers are presumed to be nonexempt from overtime laws, and their overtime worked for Client will be presumed to have been authorized by Client unless Uniforce has agreed with Client to forbid overtime. Uniforce will charge Client premium rates for overtime work only when an Assigned Worker's work on assignment to Client, taken alone, would legally require premium overtime pay and Client has authorized, directed, or allowed the Assigned Worker to work those hours. Client's premium rate for overtime hours will be the same multiple of the straight time bill rate as the Uniforce is required to apply to the Assigned Worker's straight time pay rate for those overtime hours.

**Conversion of Assigned Workers** Client will obtain the services of each person assigned to it as an Assigned Worker only through Uniforce, unless Client notifies Uniforce in writing of its wish to obtain the person's services by direct hire or by assignment, arrangement, or contract from a source other than Uniforce and either:

- a) Continues the Assigned Worker's assignment exclusively from Uniforce until the person has worked at least 1,040 work hours for Client;
- b) Prior to the first 1,040 hours of the Assigned Worker's assignment from Uniforce, Pays Uniforce a conversion fee percentage of the annual compensation paid by Client to the employee (former Assigned Worker) according to the following conversion fee schedule:
 

Hire after	0 hours .....	25% of first year's salary
	350 hours .....	23% of first year's salary
	525 hours .....	20% of first year's salary
	700 hours .....	15% of first year's salary
	875 hours .....	10% of first year's salary
	1040 hours .....	No Fee



## UNIFORCE STAFFING SOLUTIONS CLIENT SERVICE AGREEMENT

"Client" means \_\_\_\_\_ and its affiliates. "Uniforce" means UNIFORCE STAFFING SOLUTIONS INC. and its affiliates.

**Staffing Services** As Uniforce's Services to Client, Uniforce will assign certain of its employees ("Assigned Workers"), with the skills and credentials that Client requests and Uniforce represents them to have, to do Client's work under Client's operational supervision. As employer of the Assigned Workers, Uniforce will perform the functions of a staffing firm, including, among others:

- a) Recruiting, hiring, assigning, orienting, reassigning, counseling, disciplining, and discharging the Assigned Workers
- b) Making legally-required employment law disclosures (wage-hour posters, etc.) to them
- c) Establishing, calculating, and paying their wages and overtime
- d) Exercising human resources (non-operational) supervision of them
- e) Withholding, remitting, and reporting on their payroll taxes and charges for programs that Uniforce is legislatively required to provide (including workers' compensation)
- f) Maintaining personnel and payroll records for them
- g) Obtaining and administering 1-9 documentation of Assigned Workers' right to work in the United States

Where requested by Client, Uniforce will require Assigned Workers to acknowledge that they will have no right to participate in any of Client's employee benefit plans. With reasonable notice and frequency, Client may review Uniforce's records to confirm that Uniforce fulfills Uniforce's agreed duties as an employer. Client may use Assigned Workers only in the capacities for which Client requests them. At Client's direction, Uniforce will remove any Assigned Worker from assignment.

Uniforce's screening process does not routinely include all forms of background checking. As may be documented by an addendum to this Agreement, Uniforce will, for an additional cost, perform or obtain legally-permissible background checks of prospective Assigned Workers with respect to criminal conviction records, driving records, education, previous employment in Client's industry, drug use, credit history, security clearances, licenses/permits, or biometric identification (fingerprinting, etc.)

**Guarantee** Uniforce guarantees that the Assigned Workers that Uniforce recruits and assigns to Client will have the qualifications that Client requests and Uniforce represents them to have. If Client finds any Assigned Worker's qualifications or general work-related behavior lacking and lets Uniforce know within the first four (4) hours of any initial assignment, Uniforce will not charge for the first four (4) hours of the assignment and will make reasonable efforts to replace the Assigned Worker immediately.

**Confidentiality: Work for Hire** Uniforce will obligate Assigned Workers to keep in confidence any confidential information they might receive or observe on assignment for any Client. At Client's request, Uniforce will require them to sign confidentiality or intellectual property agreements in Client's favor. Knowledge or possession of information to which Assigned Employees are exposed on assignment shall not be imputed to Uniforce or its staff (non-assigned, non-billed) employees, but Uniforce shall protect and return any of Client's confidential information that its staff employees might actually receive. Client is entitled to all creative "work for hire" performed by Assigned Workers for Client, and, on Client's request, Uniforce will execute assignments of the rights to such work to Client.

**Insurance** Uniforce will cover Uniforce's staffing operations for Client with at least the following types and limits of insurance or other coverage:

- a) Workers' compensation benefits or coverage on the Assigned Workers, in amounts no less than required by law
- b) Employer's liability insurance with limits of \$1,000,000
- c) Commercial automobile liability insurance with limits of \$1,000,000 on vehicles leased, or rented by Uniforce



- c) Ends the Assigned Worker's assignment and waits at least 365 days before obtaining the person's services;

If Client fails to observe the above rules on conversion, Uniforce's remedy shall be that Client shall pay the fee stated by alternative (b) for service of hiring after O hours.

If Uniforce refers a candidate for Client's consideration as an Assigned Worker or as its direct employee, but the person is never assigned as an Assigned Worker to Client, and Client, within 90 days after the referral, obtains that candidate's services by direct hire or by assignment, arrangement, or contract from a source other than Uniforce, Client will pay Uniforce a placement fee of 100 times the proposed bill rate for the considered assignment or alternative (b) for service of hiring after O hours, whichever is less.

If the Client obtains the person's services by direct hire or by assignment, arrangement, or contract from a source other than Uniforce, Client shall provide Uniforce with a copy of the Client's Employee Offer Letter or Assignment Agreement signed by the Assigned Worker.

**Invoicing, Time Worked, and payment** Client agrees to pay Uniforce for the time worked by Assigned Workers assigned to Client. Time worked will be recorded, submitted, and Client-authenticated as follows: Client will execute Uniforce's time card; or, with client's delegation of authority, Uniforce's manager will approve within two business days of the prior week ending where time is kept electronically.

Uniforce will send invoices weekly for each billing cycle - e.g.: "Monday through Sunday work week" to Client's designated location or representative on or before the following Thursday. Payment is due net upon receipt of the invoice.

Client will pay invoices without any offset or deduction and will identify which invoice number(s) each payment is intended to satisfy. Client will pay Uniforce all of the reasonable expenses, costs, and fees Uniforce incurs to collect overdue invoice payments from Client.

Client will promptly notify Uniforce of any disputed item, and Uniforce will work with Client to resolve such item. Invoices that are undisputed by Client for more than ten (10) days after the invoice date will be presumed correct. Client guarantees all payments it makes through intermediary organizations.

If Client cancels an assignment prior to the start of that assignment, Client shall pay Uniforce for expenses incurred by Uniforce for background checks and/or drug screens associated with staffing the prospective assignment.

**Indemnification for Risks and Responsibilities** Each party will bear or insure only the risks and responsibilities inherent in its own business and, as permitted by law, will be obligated to pay or indemnify the other party only for claims, losses, penalties, and damages to the extent they arise directly from those risks and responsibilities in connection with business done under this Agreement, plus, to the same extent, all reasonable and necessary costs, expenses, and legal fees associated with them.

Risks or responsibilities not allocated by the following lists will be borne by each party in proportion to the extent that the risk or responsibility is inherent in that party's business. Uniforce will pay or indemnify for obligations arising under Client's risks and responsibilities only to the extent that the payment obligations are caused by Uniforce's failure to properly perform its functions as a staffing service under this Agreement.

- a) Uniforce's risks and responsibilities include:
  - (i) Recruiting, selecting, and hiring Assigned Workers legally in accordance with federal, state, county, and municipal law, including without limitation the following laws: Fair Labor Standards Act of 1938, Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Americans With Disabilities Act of 1990, Immigration Reform and Control Act of 1986, Vietnam Era Veterans Readjustment Act of 1974, and Rehabilitation Act of 1973
  - (ii) Assigning Assigned Workers to Client that Uniforce uses reasonable efforts to determine possess the qualifications Client requests and that Uniforce represents them to have
  - (iii) Paying Assigned Workers' wages and providing the benefits that Uniforce offers to them
  - (iv) Paying or withholding all required payroll taxes, contributions, and insurance premiums for



programs that Uniforce is legislatively mandated to provide to Assigned Workers as Uniforce's employees

- (v) Providing workers' compensation benefits or coverage for Assigned Workers in amounts at least equal to what is required by law
  - (vi) Fulfilling the employer's obligations for unemployment compensation
  - (vii) Complying with employment laws, as they apply to staffing firms
  - (viii) Negligent or intentional wrongful conduct of Assigned Workers, to the extent its consequences are caused by Uniforce's failure to properly perform the duties of a staffing service or the duties it has assumed under this Agreement
  - (ix) Liability as an employer for the independent acts or omissions of Assigned Workers, to the extent those acts or omissions are not in the furtherance of Client's business or organizational activities and are of a type that could happen on any assignment of any Assigned Worker to any staffing client ("baseline employment risks")
  - (x) The risks and responsibilities of other staffing firms that Uniforce retains by written contract as Uniforce's direct subcontractors under this Agreement (not including staffing firms for which Uniforce provides only coordination and management services)
- b) Client's risks and responsibilities include:
- (i) Maintaining a safe, healthy, and legal workplace for Assigned Workers
  - (ii) Providing Assigned Workers with adequate instructions, assistance, supervision, and time for performing their assignments
  - (iii) The work and work product of Assigned Workers in the Client's business or organizational activities
  - (iv) Providing Assigned Workers with information, training, and safety equipment for any hazardous substances present in Client's operations
  - (v) Ensuring that Client's fringe benefit and employee benefit plans and policies effectively exclude Assigned Workers from participation
  - (vi) The conduct of Client's officers, employees, and agents (except to the extent Client is immune from suit for workplace injuries covered by Uniforce's workers' compensation program and suffered on agreed assignments)
  - (vii) The acts and omissions of Assigned Workers acting under the direction of Client's officers, employees, or agents
  - (viii) Duties imposed by law on recipients of staffing services
  - (ix) Protection and security of Client's intellectual property
  - (x) The products or services of Client's business
  - (xi)** Losses enabled or enhanced by lack of reasonable supervision, process controls, safeguards, or backups
  - (xii)** Risks arising from the exposure of Assigned Workers to: cash, credit cards, check-writing materials, or negotiables; keys, merchandise, confidential information, or other valuables; sensitive or unsupervised premises; or passwords, user IDs, combinations, or PINs other than those properly issued to them
  - (xiii) Risks arising from Assigned Workers being allowed to travel or operate motor vehicles or machinery on assignment
  - (xiv) Ensuring that any Assigned Workers who are entitled to meal and/or rest breaks on assignment are afforded those breaks and take them in accordance with law
  - (xv) Ensuring that all work time of Assigned Workers is reported to Uniforce
  - (xvi) Ensuring that notices or other postings required by law at worksites are posted at all worksites at which Assigned Workers are assigned

A party need not pay or indemnify the other party for special, indirect, consequential, punitive, or lost profit damages suffered by the other party. To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of



the claim's resolution to the other party. If the parties do not agree on the indemnification obligations attaching to a pending matter, indemnification will not be required until the underlying matter is finally resolved and the material facts bearing on indemnification have been ascertained. The indemnity obligations defined in this Agreement supersede all other rights of indemnity or contribution between the parties.

**Duration** This Agreement will continue in force unless one party gives the other party at least thirty (30) days prior written notice of its intention to conclude it. Conclusion of the Agreement will end the staffing relationship, but the Agreement will continue to govern the parties' rights and obligations with respect to the business done and the Assigned Workers assigned before conclusion of the Agreement.

**Entire Agreement: Amendment** This Agreement and any attachments contain all of the terms between Client and Uniforce on the subject of staffing services and replace all prior agreements and representations on the subject. This Agreement may be modified or supplemented only by a signed and dated written amendment referring to it. Forms and other communications that may be used by the parties in their staffing relationship (including purchase orders, timecards, invoice recitals, correspondence, and electronic mail) will not supersede, supplement, modify, or control this agreement. The rule of construction of ambiguities against the drafter shall not apply to this Agreement.

If Uniforce refers Workers, in writing, or assigns Workers to the Client after this agreement has been disclosed to Client but before Client has signed it, this agreement will serve as notice of Uniforce's terms of service, and Client's acceptance of Uniforce's services shall obligate Client to these terms

CLIENT	UNIFORCE
<hr/>	<hr/>
Client's Company Name (please print)	Uniforce Staffing Solutions Inc.
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed



### **THIRD PARTY PAYROLL SOLUTIONS AMENDMENT TO UNIFORCE STAFFING SOLUTIONS CLIENT SERVICE AGREEMENT**

This Amendment supplements or modifies the terms of the Uniforce Staffing Solutions Client Service Agreement (the Agreement) executed by Uniforce and by Client on

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1. This Amendment shall apply only to "Third Party Payroll Solutions" under which the Client can from time to time, as required by the needs of the Client's business, refer staffers to be placed on the Uniforce supplemental staffing payroll. The Client will initially recruit the employees.
2. Client represents and warrants to Uniforce that no personnel whom Client proposes to be managed under this Agreement
  - will be working in positions requiring them to be licensed (i.e., doctors, nurses, attorneys, CPA's);
  - will be working in light or heavy industrial assignments;
  - will be working in positions in which they will operate automobiles, trucks or forklift trucks;
  - will be under 18 years of age;
  - will not be authorized to work in the United States; or
  - cannot be covered by Uniforce's bonding insurance.
3. All personnel subject to this Agreement shall be treated as hourly and nonexempt under the Fair Labor Standards Act, even if they could be treated as exempt under that law. By special agreement, personnel can be treated as exempt under the Fair Labor Standards Act.
4. Notwithstanding anything to the contrary in the Agreement, Client shall be responsible for and shall indemnify Uniforce for the legal and appropriate recruiting, screening, and selection of personnel intended to be covered under this Amendment. The Client will set the pay rates for such personnel and shall follow Uniforce's procedures and policies for enrollment and on boarding of such personnel as Uniforce employees.
5. Notwithstanding the Rates section of the Agreement, bonuses and paid time off benefits extended to personnel under this Amendment shall be billable to Client at the same rates as time worked, and Client shall submit timecards or other documentation to support the hours or hours equivalent of such bonuses or time off.
6. Uniforce waives the conversion fee prescribed by the "Conversion of Assigned Workers" section of the Agreement with respect to personnel subject to this Amendment.
7. Subsection (a)(ix) of the "Indemnification For Risks and Responsibilities" section of the Agreement shall not apply with respect to personnel managed under this Amendment.





CLIENT	UNIFORCE
_____ Client's Company Name (please print)	_____ Uniforce Staffing Solutions Inc.
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed



17 Arcadian Way, Suite 106

Paramus, NJ 07652

Ph: 201-599-9100

[www.uniforce.com](http://www.uniforce.com)

**Date: 5/18/2022**

### **UNIFORCE Proposal for Temporary/Contract Staffing Solutions**

1. **UNIFORCE Staffing Solutions** is a certified SBE (Small Business Enterprise) in the State of New Jersey. Since 2012, UNIFORCE has been providing staffing solutions from its corporate headquarters of Paramus, New Jersey. Since 1985, UNIFORCE was formerly a franchise of the COMFORCE Corporation. UNIFORCE specializes in administrative support and HR staffing. UNIFORCE has also provided staffing solutions to New Jersey municipalities and school districts. Most clients are corporations located in New Jersey and several other states.
2. Recent Board of Education Clients are the Bogota Schools Board of Education and the Borough of Franklin Lakes, New Jersey.
3. Proposed bill rates for the following positions are below

i.	<b>Job Title:</b>	<b>Worker’s All-in Hourly Bill Rate Range:</b>
	HR Administrative Secretary	\$39.95/hr - \$42.50/hr
	HR Coordinator	\$51.95/hr - \$54.95/hr

4. UNIFORCE’s core competency is the staffing of administrative support, HR and Finance professionals. We maintain an availability list of at least ten (10) qualified administrative professionals at all times. UNIFORCE will perform in-person behavioral interviews, computer skills online tests, and former employer reference checks with all candidates on the list. This nimble list enables UNIFORCE to match up available candidates quickly with open administrative requisitions. At times, we maintain administrative professionals with bilingual skills. Ultimately, UNIFORCE has at least 3 available candidate ready to be submitted to any new assignment within 24-48 hours. Our fill rates are close to 100% when the job is approved and budgeted.
5. UNIFORCE has an extensive recruitment process. We use the following recruitment channels to acquire new talent:

## **HIRING**

- a) **Local New Jersey Colleges and Universities:** UNIFORCE is set up with all the career centers at various local schools such as Fairleigh Dickinson University and Bergen Community College. We also have company accounts with all the school online job boards and applicant tracking systems.
- b) **Job Boards:** UNIFORCE has premier corporate user accounts with Monster, CareerBuilder, and LinkedIn. We also advertise jobs on Indeed.com
- c) **UNIFORCE web site** – [www.uniforce.com](http://www.uniforce.com) . The UNIFORCE web site attracts thousands of unique web visitors every month and the company has a proactive process for attracting job seekers and top talent.
- d) **UNIFORCE Brand** – Since 2012, Uniforce has been a well-known staffing firm brand servicing Northern New Jersey.

UNIFORCE hires all new employees as W-2 employee. The comprehensive job application includes a 2 page employment application, code of conduct policy, social media policy, employee handbook policy acknowledgement, New Jersey paid sick leave policy, and discrimination/harassment policy.

## **CREDENTIALING**

UNIFORCE verifies all employee credentials, certifications and licenses with the governing body or state registry.

## **COMPLIANCE**

UNIFORCE will ensure that the employee has the necessary background checks to work in a school system in the state of New Jersey. We also comply with all state and federal employer guidelines. Some examples included mandated New Jersey Paid Sick Leave, mandated State Disability Insurance (TDB) benefits as well as mandated Federal health benefits coverage from the Affordable Care Act.

## **EVALUATION PROCESS**

UNIFORCE conducts a behavioral interview to determine employee skill set criteria. Most of our internal team of recruiters have been with the company for at least 10 years so they know the New Jersey staffing landscape and how to evaluate a resume. We review employee longevity, types of companies, and evaluate the reasons for leaving a position. UNIFORCE also utilizes Kenexa Prove It online software skills testing to evaluate typing and Microsoft Office skills.

## **BACKGROUND CHECKS**

With regards to background checks, UNIFORCE utilizes vendors with online reporting capabilities that are in compliance with the Fair Credit Reporting Act (FCRA). We can request 7 year federal and state criminal background checks, MVR driving records, OIG databases. We also utilize City MD for occupational medicine testing when required by clients. UNIFORCE can request employee 10 panel drug tests, PPD tests, titers, X-rays, physicals, etc.

6. UNIFORCE Staffing Solutions offers services that provide a competitive advantage over its competitors for many reasons:
  - a) Our organization works extremely hard to offer fair and market competitive pay rates for employees. UNIFORCE subscribes to salary surveys and constantly gathers market intelligence on employee pay rates. This information translates well in to educating its clients on fair pay rates for client engagements. Additionally, UNIFORCE will be able to pay fair pay rates in this competitive job market with historically low unemployment rates.
  - b) UNIFORCE offers strong employee benefits:
    - a. Major Medical PPO Health Care Plan via United Healthcare – Oxford Health.
    - b. 401k Safe Harbor Plan with an Employer Match
    - c. Dental Plan
    - d. Weekly Pay cycle
    - e. Immediate Direct Deposit Enrollment
    - f. Online E-timecards
    - g. Online E-pay stubs and W2 documents
  - c) Employee recognition awards – online profile available at: <https://www.uniforce.com/job-seeker/employee-of-the-month/>
  - d) UNIFORCE is a registered licensed employer in **20 US States**. We can employ workers in many states, especially where a remote workforce is now a growing population.
  - e) Since UNIFORCE has been a well-known brand since 1985, the company has a vast database of talented workers who have been profiled and evaluated for new temporary, contract and full time job opportunities.
  - f) UNIFORCE has a high success rate with temp-to-hire conversions. This process entails when the client wishes to convert the UNIFORCE employee to the client’s full time payroll.
  
7. UNIFORCE has several online applicant and employee management software applications that translate in to operational efficiencies
  - a) The **Uniforce web site** – [www.uniforce.com](http://www.uniforce.com) . UNIFORCE enables its clients and candidates to apply online directly to its web site. Once captured online, the candidate record or new client work order migrates in to our two (2) customer relationship management (CRM) programs.
  - b) Uniforce utilizes the Workbright Online Onboarding system. Applicants can complete online applications and perform I9 compliance right from their PC or mobile device. Employee also maintain a digital locker of their employee file.
  - c) Uniforce has integrated the popular and robust **BULLHORN Applicant Tracking System** in to its web site. Employees can apply online on to uniforce.com for any job posting and complete a user profile that will get migrated in to Bullhorn. We can track the employee’s job requirements, resume, and job application activity. We can also utilize Artificial Intelligence candidate skills matching tools that match candidates to UNIFORCE jobs.
  - d) Uniforce utilizes a Marketing Automation Tool called **ActiveCampaign** that provides employee engagement communications. ActiveCampaign can wish an employee a happy birthday, track an employee’s visiting activity to the uniforce.com web site, as well as offer free downloads to proprietary Uniforce articles and Ebooks. An example is below:

<https://www.uniforce.com/ebooks/>

- e) UNIFORCE offers web based **E-timecards**. Employees can enter hours directly in to our web site. Managers can either approve or deny hours online and the payroll file is imported directly in to our payroll system.
- f) UNIFORCE offers web based **E-paystubs**. Employees can download pay stubs from their own private ADP Ipay online account. No paper paystubs.

We look forward to the opportunity to continue providing superior staffing solutions to Teaneck Public Schools.

Warm regards,

*Leigh Kaloustian*

Leigh Kaloustian

Senior Staffing Manager