

**REGULAR PUBLIC MEETING
APRIL 23, 2025**

I. Salute to the Flag

II. Presiding Officer's Meeting Notice Statement

"I hereby call to order the Regular Public Meeting of the Teaneck Board of Education, held on Wednesday, April 23, 2025, in person at Teaneck High School located at 100 Elizabeth Avenue, Teaneck, NJ and virtually via Zoom app, at 7:00 PM. Adequate notice of this meeting has been sent to the Record and The Star Ledger, filed with the Municipal Clerk and posted on the school district website at www.teaneckschools.org, on January 9, 2025."

III. Roll Call

<i>Board Member</i>	<i>Present</i>	<i>Absent</i>
Dr. Gruber (David)		
Mrs. Hosein (Nadia)		
Dr. Kirshenbaum (Gerald)		
Mrs. Levy (Jennifer)		
Mrs. Reyes (Kassandra) - Vice President		
Mr. Rodriguez (Jonathan)		
Mrs. Williams (Clara)		
Mr. Wolff (James)		
Mr. Ha (Edward) - President		

<i>Student Board Liaison</i>	<i>Present</i>	<i>Absent</i>
Blake Ricketts - 12th Grade		
Angel Porras - 11th Grade		
Mostafa Abouganba - 10th Grade		
Matias Wouters - 9th Grade		

IV. Reaffirmation of District Goals

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.

V. Superintendent's Report

1.
 - NJSLA Spring Testing
 - Strategic Planning
 - Football Field at THS (Sodding)

VI. Student Liaison Report

VII. Public Comment Session I (Agenda Items ONLY)

Thank you all for being here tonight. This portion of the meeting is open to residents for comment. Residents are to state their name, the town they live in, and subject matter. Comments are limited to three minutes per person. The Public Comment session I will last for thirty-minutes and is limited to comments on agenda items **only**. The Public Comment session II is open to comments on other matters of public concern. Individuals may not give their time to another individual. Groups speaking on the same topic should combine their message into one. Members of the public are discouraged from speaking negatively about an employee or a student. Do not call an employee or student by name, otherwise the conversation will be discontinued. The Board bears no responsibility for comments made by the public. Comments regarding employees or students cannot be legally responded to by the Board. The Superintendent may respond to some questions at the conclusion of the public comment session. If you have a question or comment that requires a direct response, we encourage you to put your questions in an email to the Board secretary. All meetings are recorded and, therefore, statements made during public participation cannot be altered or amended and shall be included in the minutes as presented.

Motion to Open the Public Comment Session I:

Motion by Board Member _____, seconded by Board Member _____, Opened at ____ P.M.

Motion to Close the Public Comment Session I:

Motion by Board Member _____, seconded By Board Member _____, Closed at ____ P.M.

VIII. Board Committee Report

- Community Relations - Trustee Nadia Hosein
- Curriculum - Trustee Gerald Kirshenbaum
- Finance & Facility - Trustee David Gruber
- Negotiations - Trustee Clara Williams
- Personnel - Trustee Jonathan Rodriguez
- Policy - Trustee Clara Williams
- Special Ed - Trustee Kassandra Reyes

IX. Agenda Items

1. Policy First Reading

THEREFORE BE IT RESOLVED the Teaneck Board of Education upon the recommendation of the Superintendent approves the **FIRST READING** of the following Board Policies and Regulations listed below. See pages 25-32.

Bylaw/Policy/Reg. No.	Topic
Policy 0141	<ul style="list-style-type: none"> • Board Member Number and Term • (Version 1) –No changes
Policy 0169.02	<ul style="list-style-type: none"> · Board Member use of Social Networks · (Version 1) –No changes
Policy 3282	Use Of Social Networking Sites -Teaching Staff Members (Revised)
Policy 4282	Use Of Social Networking Sites - Support Staff Members (Revised)

EXPLANATION: Agenda item submitted by Dr. Spencer

*Policy Committee Legend: *Revisions/Recommendations:*

Strauss Esmay - **Red Text**

Policy Committee – **Blue Text**

Attorney – **BlackText**

2. Policy & Regulation Second Reading

THEREFORE BE IT RESOLVED the Teaneck Board of Education upon the recommendation of the Superintendent approves the **SECOND READING** of the following Board Policies and Regulations listed below. See pages 33 - 51.

Bylaw/Policy/Reg. No.	Topic
Policy 3160	Physical Examination Teaching Staff Members (Revised) M
Regulation 3160	Physical Examination Teaching Staff Members (Revised) M
Policy 4160	Physical Examination Support Staff Members (Revised) M
Regulation 4160	Physical Examination Support Staff Members (Revised) M

EXPLANATION: Agenda item submitted by Dr. Spencer

*Policy Committee Legend: *Revisions/Recommendations:*

Strauss Esmay - **Red Text**

Policy Committee – **Blue Text**

Attorney – **BlackText**

1. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education approves the minutes from the following meetings:

1. March 05, 2025 - Workshop Public Meeting
2. March 12, 2025 - Regular Public Meeting
3. March 12, 2025 - Executive Session

EXPLANATION: Agenda item submitted by Dr. Anaya

2. **WHEREAS**, the Teaneck Board of Education has reviewed the Superintendent's report of incident(s) of Harassment/Intimidation/Bullying ("HIB") and has reviewed the Superintendent's recommendations with respect to those incident(s) of HIB.

NOW, THEREFORE BE IT RESOLVED, that the Board accepts the Superintendent's recommendations.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 18A:37-15(d), the Superintendent of Schools shall inform the applicable parents/guardians of the students involved in these incidents with the following information within five school (5) days of this Board meeting:

1. The nature of the investigation;
2. Whether the District found evidence of HIB;
3. Whether discipline was imposed;
4. Whether services were provided to address the incident of HIB.
5. Campus Case Numbers listed below.

School	HIB Case #	Founded/Unfounded
Thomas Jefferson Middle School	289787-TJM03172025	Founded
Thomas Jefferson Middle School	289788-TJM03172025	Unfounded
Whittier Elementary School	289352-WE03112025	Founded

EXPLANATION: Agenda item submitted by Dr. Spencer

3. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, hereby affirms the finding and remedial actions in HIB #158608.

EXPLANATION: Agenda item submitted by Dr. Spencer

4. **WHEREAS**, the Teaneck Public Schools is now on the path to becoming a Backbone organization for the "My Brother's Keeper" (MBK), an initiative supported by the Obama Foundation. This effort reflects our belief in the crucial role communities play in shaping positive life outcomes for young people. Research highlights that collaborative efforts involving schools, community leaders, and public and private agencies can lead to lasting social improvements.

WHEREAS, Teaneck Public Schools district leadership recently participated in an orientation marking our enthusiastic entry into the program. We are eager to establish a robust and community-wide support network and integrate fully into the larger MBK Alliance community. Participation in this initiative is selective, as there is an emphasis on achieving sustainable success.

THEREFORE BE IT RESOLVED that the Teaneck Board of Education upon the recommendation of the Superintendent approve the community agreement between the Teaneck Public Schools and the Obama Foundations, My Brothers Keeper Alliance. See page 52.

EXPLANATION: Agenda item submitted by Mr. Morgan

1. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the payments of the claims for the period of March 1, 2025 - April 1, 2025.

Fund	Amount
General Fund	\$7,351,870.42
Capital Outlay	\$87,717.24
Special Revenue	\$731,157.48
Total Payments	\$8,170,745.14

EXPLANATION: Agenda item submitted by Dr. Anaya

2. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the payroll for the period of March 1, 2025 - March 31, 2025.

Fund	Amount
Fund 11	\$4,491,491.32
Fund 20	\$315,572.64
Fund 60	\$75,689.39
Fund 61	\$8,235.76
Fund 90	\$2,037,384.75
Total Payments	\$6,928,373.86

EXPLANATION: Agenda item submitted by Dr. Anaya

3. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, has received and accepts the financial reports of the **Treasurer of School Monies** for the months ending February 2025 and [March 2025](#) and certifies that the reports indicate that no major account or fund is over expended in violation of N.J.A.C. 6:20-2.13 and that sufficient funds are available to meet the district's financial obligations for the remainder of the school year. See page 66.

EXPLANATION: Agenda item submitted by Dr. Anaya

4. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, has received and accepts the financial reports of the **Board Secretary** for the month ending March 2025 and certifies that the reports indicate that no major account or fund is over expended in violation of N.J.A.C. 6:20-2.13 and that sufficient funds are available to meet the district's financial obligations for the remainder of the school year.

EXPLANATION: Agenda item submitted by Dr. Anaya

5. **WHEREAS** N.J.S.A.18A:22-8.1 authorizes a school district to transfer amounts among line items and program categories;

THEREFORE BE IT RESOLVED, that the Teaneck Board of Education, upon recommendation of the Superintendent, approves the line item transfers for the month of March 2025. See page 68.

EXPLANATION: Agenda item submitted by Dr. Anaya

6. **WHEREAS**, the Teaneck Board of Education, in the County of Bergen, adopts the 2025-2026 school year budget in accordance with N.J.S.A. 18A:7F6 as follows:

Transfer to Charter Schools(Fund10)	\$8,700,000.00
Current General Expense(Fund11)	\$111,195,002.02
Capital Outlay(Fund12)	\$823,934.82
<u>SUBTOTAL GENERAL FUND</u>	\$120,718,936.84
Special Revenue (Fund20)	\$9,724,760.50
Debt Service(Fund40)	\$617,150.00
<u>TOTAL APPROPRIATIONS</u>	\$131,060,847.34

WHEREAS, a public hearing was held for the final 2025-2026 school year budget at the regular public meeting.

NOW THEREFORE BE IT RESOLVED the Teaneck Board of Education also approve that there should be a raise of the general fund a tax levy for increased health benefits of \$522,755.06 for a .52% tax levy increase where the total tax levy increase of 2.52% is equivalent to \$104,918,487.20.

EXPLANATION: Agenda item submitted by Dr. Anaya

7. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the general fund appropriations include a \$150,000 withdrawal from the Tuition Reserve Account which were deposited into the account in FY 2023-2024 and are required to be withdrawn to pay tuition obligations in the 2025-2026 fiscal year.

EXPLANATION: Agenda item submitted by Dr. Anaya

8. **WHEREAS** this budget included a withdrawal from Maintenance Reserve, in the amount of \$268,000 with a net balance in Maintenance Reserve of \$1,821,715 and;

WHEREAS the transfer of these reserves supports the replacement of the fuel tank at Benjamin Franklin Middle school that must be included in the district's annual M-1 and Comprehensive Maintenance Plan (the minimum amount that must be allocated to facilities maintenance),

THEREFORE BE IT RESOLVED the Teaneck Board of Education upon the recommendation of the Superintendent authorizes the amount to be withdrawn from the Maintenance Reserve Fund is \$268,000.

EXPLANATION: Agenda item submitted by Dr. Anaya

9. **WHEREAS**, the State estimated Medicaid Eligible/Special Education student count to be 244 students and;

WHEREAS, the State's projected 2024-2025 Special Education Medicaid Initiative (SEMI) Reimbursement Revenue based on its estimated student count is \$51,603 and funds received as of February 28, 2025 are approximately \$2,638, and;

THEREFORE BE IT RESOLVED that the Teaneck Board of Education, in the County of Bergen, State of New Jersey approves Teaneck Special Education Services requesting county approval for the District Budgeted Reimbursement Revenue for the SEMI projection of \$7,378.56 as the State has notified school districts of lower funding amounts in the 2025-2026 fiscal year and also;

THEREFORE BE IT RESOLVED that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the submission of the Special Education Medicaid Initiative (SEMI) program Corrective Action Plan (CAP) for FY 26 to the NJDOE. See page 70.

EXPLANATION: Agenda item submitted by Dr. Anaya

10. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon recommendation of the Superintendent, approves the **Local Tax Levy** payment schedule for the **2025-2026** school year in the amount of \$105,535,638. See page 72.

EXPLANATION: Agenda item submitted by Dr. Anaya

11. **WHEREAS**, vendors and staff for various reasons present to the bank checks issued to them from the Teaneck Board of Education for the receipt of supplies, equipment, and services rendered;

WHEREAS, as these checks are deemed void within 90 days of not being presented to a banking institution;

THEREFORE BE IT RESOLVED by the recommendation of the Treasurer of school monies and as of the February 28, 2025 report these checks be canceled and returned to the district as miscellaneous revenue and used in the future if they are represented at a later date by the claimant in the total amount of \$99,676.98 as follows:

TBOE Payroll (\$26,756.77)
Payroll Agency (\$28,531.77)
Warrant Accounts (\$40,871.81)
FSA Accounts (\$161.42)
THS Student Activity Accounts (\$1,648.21)
Athletic Account (\$321)
Community Ed (\$1,386.00)

The Treasurer will receive a copy of this resolution in April 2025 to adjust the monthly Treasurer's Report moving forward. This process of monitoring outstanding checks has not been kept up with and will be addressed periodically during the fiscal year when outstanding checks are greater than 90 days. See page 73.

EXPLANATION: Agenda item submitted by Dr. Anaya

12. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the submission of the New Jersey Department of Education Division of Early Childhood Education 2025-2026 Preschool Education Aid (PEA) District Planning and Enrollment Workbook, and also the adoption of the 2025-2026 school year program. The Budget is in review by the New Jersey Department of Education Division of Early Childhood Education. See page 76.

EXPLANATION: Agenda item submitted by Dr. Anaya

13. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent approve one year extension of the original Trash removal services Bid #01-23a in accordance with the N.J.S.A. 18A:18A-42 to the Interstate Waste Services of New Jersey, Inc. for the school year 2025-2026 with an CPI increase of 2%. This increase will change the fixed rate from \$10,326.50 monthly to \$10,533 monthly - \$126,396 annually. See page 77.

EXPLANATION: Agenda item submitted by Mr. D'Angelo

14. **WHEREAS** there is a need to install a new above ground unleaded gasoline/diesel tank at Benjamin Franklin Middle school, and;

THEREFORE BE IT RESOLVED, that the Teaneck Board of Education, upon recommendation of the Superintendent approves the Aurora Environmental General Construction, inc. to install a new above ground unleaded gasoline/diesel tank at Benjamin Franklin Middle school. Aurora Environmental is located at 1102 Union Avenue in Union Beach, New Jersey with NJ State Contract #42274. The total amount of removal of old tank and installing the new tank is \$267,290.00. See page 78.

EXPLANATION: Agenda item submitted by Mr. D'Angelo

15. **WHEREAS**, a number of Boards of Education in Bergen County have joined together to form a Joint Insurance GROUP as permitted by N.J. Title 18A-.18B and;

WHEREAS, said GROUP was approved effective July 1, 1985 by the New Jersey Commissioner of Insurance and has been in operation since that date and;

WHEREAS, the Bylaws and regulations governing the creation and operation of this Insurance GROUP contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a GROUP, and;

WHEREAS, the Board of Education of Teaneck has determined that membership in the **NORTHEAST BERGEN COUNTY SCHOOL BOARD INSURANCE GROUP** is in the best interest of the District;

NOW THEREFORE, be it resolved that the Board of Education of Teaneck does hereby agree to renew membership in the **NORTHEAST BERGEN COUNTY SCHOOL BOARD INSURANCE GROUP** and hereby accept the Bylaws as approved and adopted. The renewal term is from July 1, 2025 to June 30, 2028.

BE IT FURTHER RESOLVED that the Board Secretary/Business Administrator is authorized to execute the application for membership and the accompanying certification on behalf of the District and;

BE IT FURTHER RESOLVED that the Board Secretary/Business Administrator is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the GROUP as are required by the Group's Bylaws and to deliver the same to the Executive Director.

EXPLANATION: Agenda item submitted by Dr. Anaya

16. **THEREFORE BE IT RESOLVED**, the Teaneck Board of Education upon the recommendation of the Superintendent acknowledges the transfer of Teaneck Solar LLC'S ownership interests and rights under the power purchase and site license agreement to a third-party buyer/owner/operator. HASI is requesting Teaneck Board of Education's execution from an authorized signatory of an estoppel certificate in a timely manner to facilitate the sale and transition to a new owner.

THEREFORE BE IT RESOLVED that the Board authorize the Interim School Business Administrator Dr. Victor J. Anaya to fully execute the estoppel certificate and submit in a timely manner. See page 87.

EXPLANATION: Agenda item submitted by Dr. Anaya

17. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the attendance of staff members at a **Professional Development and Conference with a Grand total of \$7,283.58** (District Funded: \$1605.81; IDEA: \$660; Title II: \$3,828; Grant Funded: \$1,189.77). See page 91.

EXPLANATION: Agenda item submitted by Dr. Scott

18. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves **Student Field Trips** listed on the attached summary totaling **\$56,354.74** (District Funded: \$7,540 Parent Funded: \$34,513.50; PTO funded: \$600; PASS Grant: \$8,231.24). See page 94.

EXPLANATION: Agenda item submitted by Dr. Scott

19. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves out-of-district tuition contracts for students requiring Special Education out-of-district placements in accordance with their respective Individualized Educational Plans (IEPs) for the **2024-2025** school year in the amount of **\$154,535.63**. See page 101.

EXPLANATION: Agenda item submitted by Dr. Scott

20. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the attached list of **Student Fundraising Activities**. See page 102.

EXPLANATION: Agenda item submitted by Dr. Scott

21. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves a contract with Corwin Press, Inc., to provide six professional development workshops to 125 teachers and all building administrators on training and development on identifying learning objectives, analyzing standards, and planning meaningful instruction and assessments for ensuring student success. The six professional development, onsite training workshops will be held between August 28-29, 2025, November 18-19, 2025, February 11-12, 2026, April 15-16, 2026 in an amount not to exceed \$60,000. Funded by Title II account #20-270-200-320-00-000-000. See page 104.

EXPLANATION: Agenda item submitted by Dr. Scott

22. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves bedside instruction payments to LearnWell in the amount of \$60.75 per hour, 10 hour sessions per week, for student ID#102455. Services will commence 3/26/2025 through 4/03/2025. Not to exceed \$607.50

EXPLANATION: Agenda item submitted by Dr. Scott

23. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, hereby approves the payment of \$130.00 per day for 10-hour sessions per week for bedside instruction services provided by New Pathways for Student 109019. Service to commence on February 10, 2025 and continue for six weeks in an amount not to exceed \$3900.

EXPLANATION: Agenda item submitted by Dr. Scott

24. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, hereby approves the allocation of an additional \$12,481 by the state of New Jersey towards the district's High Impact Tutoring Grant for a total of \$77,761. The high impact tutoring grant will be fully executed by June 30, 2025, which is the expiration of the grant. Teaneck teachers with training in multisensory reading will provide small group instruction for students in grades three, four and five districtwide. The grant narrative and application will be revised to reflect this update. Teachers will be paid in accordance with the contractual bargaining agreement (CBA) at \$50.00 per hour to fulfill this grant.

EXPLANATION: Agenda item submitted by Dr. Scott

25. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the agreement with T&AT Solutions to conduct three workshops to middle school and high school students enrolled in the PASS (Police/Parents and Student/School Partnership) program on 3/13/25, 3/18/25, and 3/26/25 at a rate of \$500 per session; funded by the FORUM Juvenile Justice grant; Not to exceed \$1,500 Account #20-009-100-300-00-000-000 FORUM/J. Justice Purchase Ed. Services

EXPLANATION: Agenda item submitted by Dr. Scott

26. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves an agreement with Plethora Media Group to present four sessions of the "Picture of Success," the basic principles of photography workshop to middle and high school students enrolled in the PASS (Police/Parents and Student/School Partnership) program on 4/29/25, 5/1/25, 5/5/25, and 5/7/25 at a rate of \$400 per session; funded by the FORUM Juvenile Justice grant; Not to exceed \$1,600 Account # 20-009-100-300-00-000-000 FORUM/J. Justice Purchase Ed Services

EXPLANATION: Agenda item submitted by Dr. Scott

27. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the agreement with Leading Young Women to conduct two workshops to middle school and high school students enrolled in the PASS (Police/Parents and Student/School Partnership) program on 4/3/25 and 4/21/25, at a rate of \$500 per session; funded by the FORUM Juvenile Justice grant; Not to exceed \$1,000 Account #20-009-100-300-00-000-000 FORUM/J. Justice Purchase Ed. Services

EXPLANATION: Agenda item submitted by Dr. Scott

28. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the agreement with J-HAS-HEART an assembly on stress relief, creating a winning mentality, creating and achieving goals for all 9th grade students on May 14th, 2025 in an amount not to exceed \$1500. Funded by the FORUM School Based Youth Services Program Grant ACCT: 20-440-100-300-00-000-000 FORUM Grant/Purch Ed Svs

EXPLANATION: Agenda item submitted by Dr. Scott

29. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approve a NVE Bank presentation for the 3rd grade at Lowell Elementary School. Brian Uhlfelder, the branch manager at NVE Bank in Teaneck, will present a “**Teach Children to Save**” presentation which will be on Tuesday, April 29, 2025, free of cost.

EXPLANATION: Agenda item submitted by Dr. Scott

30. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approve the agreement with Harlem Magic Masters to present at Lowell School on May 23, 2025, for one (1) 45-minute program on the topic of anti-bullying. The program is designed to educate, stimulate, entertain, and motivate students, and includes two players and a live DJ to promote a message of empowerment. This will be a building wide assembly in an amount not to exceed \$1200. Grant funded: Title IV: 20-280-100-300-000-00-000

EXPLANATION: Agenda item submitted by Dr. Scott

1. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the following **Retirement(s)**:

Staff Name	Position	Location	Effective Date	Position Control	Years of Service
Yvette Ortega-Ulubay	Teacher of Spanish	Teaneck High School	09/01/2025	ATD	34
Belkis Petrus	Special Education Teacher	Benjamin Franklin Middle School	06/30/2025	CCU	25
Barbara Finkelstein	Special Education Teacher-ICS	Benjamin Franklin Middle School	07/01/2025	CCZ	9

EXPLANATION: Agenda item submitted by Ms. Jones

2. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, with regret, approves the following **Resignation(s)**:

Staff Name	Position	Location	Effective Date	Position Control	Years of Service
Heather Jacobs	Special Education Teacher	Thomas Jefferson Middle School	07/01/2025	AOS	5
Karina Sanchez	Safety Officer	Central Office	04/18/2025	CLU	3

EXPLANATION: Agenda item submitted by Ms. Jones

3. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, hereby resolves to employ Dr. Victor Anaya, as it's School Business Administrator/Board Secretary, effective on or about April 1, 2025 through June 30, 2025, based upon terms and conditions agreed upon between Dr. Victor Anaya and the Board, and pursuant to the contractual approval by the Bergen County Executive Superintendent of Schools.

EXPLANATION: Agenda item submitted by Ms. Jones

4. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the following **Certificated Appointment(s)**, pending successful completion of all mandatory requirements.

Staff Name	Position/PCN#	Location	Guide/Step	Salary	Effective Dates	Notes
Natalie Tidler	Teacher of Elementary-Grade 3/ATC	Whittier Elementary School	MA, Step 2	\$63,200.00	09/01/2025-06/30/2026	Replacement
Melissa De Goes	Teacher of Business/CFI	Teaneck High School	BA, Step 1	\$56,750.00	05/01/2025-06/30/2025	Replacement

Employees may begin their assignment sooner than noted, pending clearance.

All salaries are prorated from date of hire.

**Hired pending issuance of NJDOE certification*

EXPLANATION: Agenda item submitted by Ms. Jones

5. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the Appointment of the following staff, assigned to a **Non-Certificated Position**, effective as indicated.

Staff Name	Position/PCN	Location	Amount	Effective Dates
Scott Rogers	Groundsman I/CHY	District	\$50,000.00 (prorated)	04/24/2025-06/30/2025
Sharon Law	Financial Analyst	Business Office	\$80,000.00 (prorated)	05/19/2025-06/30/2025

EXPLANATION: Agenda item submitted by Ms. Jones

6. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the Appointment of the following **Substitute Teacher/ Long-term Replacement Teacher(s)** assigned to a non-tenure track position, effective as indicated, pending criminal history:

Staff Name	Position	Location	Amount	Effective Dates	Notes
Christopher DuBose	Long-term Replacement Teacher/ACN	Teaneck High School	\$260.00 per day	04/24/2025-06/30/2025	
Michael Millar	Long-term Replacement Teacher	Whittier Elementary	\$200.00 per day	06/01/2025-06/30/2025	
Danielle Thompson	Substitute Nurse	Special Services	\$260.00 per day	04/24/2025-06/30/2025	

EXPLANATION: Agenda item submitted by Ms. Jones

7. **THEREFORE BE IT RESOLVED** the Teaneck Board of Education upon the recommendation of the Superintendent, approves the following **Transfer(s)**:

Name	From: Position/Location/PCN	To: Position/Location/PCN	Salary	Effective Date	Notes
Michael Plager	Groundsman I /CHY	Groundsman II/AWI	\$65,000.00	04/24/2025 - 06/30/2025	Replacement

EXPLANATION: Agenda item submitted by Ms. Jones

8. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the following **Leaves of Absence**:

Staff ID#	Type	Dates of Paid Leave	Days Used	Dates of Unpaid Leave	Days Used	Return Date
2256	Medical	01/15/2025-02/21/2025	28 Sick Days	-	-	02/24/2025
5972	Paternity	03/17/2025 - 03/28/2025	10 Sick Days	FMLA/NJFLA 03/31/2025-06/23/2025	57 days	09/01/2025
5246	Maternity	10/14/2024-11/14/2024	21 Sick Days	FMLA/NJFLA 11/15/2024-06/23/2025	118 days	09/01/2025
4600	Paternity	02/03/2025-02/10/2025	10 Sick Days	-	-	02/17/2025
3884	Paternity	03/14/2025-05/02/2025	30 Sick Days	-	-	05/05/2025
2117	Medical	-	-	FMLA 01/02/2025-03/07/2025 NJFLA 03/10/2025-04/30/2025	94	05/01/2025
0503	Medical	04/16/2025-05/01/2025	10 Sick Days	-	-	05/02/2025

EXPLANATION: Agenda item submitted by Ms. Jones

9. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the following as a **volunteer(s)**.

Staff Name	Position	Location	Salary	Effective Dates
Gilbert Reyes	Volunteer - Cooking Demo	Thomas Jefferson School-SACC Program	\$0.00	04/25/2025-06/30/2025

EXPLANATION: Agenda item submitted by Ms. Jones

10. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the following certificated staff for **Extra Work, Extra Pay** at Whittier Elementary School for Family Literacy Math Night. The Family Night Literacy/Math Night will create a sense of community and promote family involvement in mathematics and literacy for grades K-4. (Title I Funds Account #20-231-100-101-00-150-100)

Staff Name	Position	Date and time of Program	Stipend Amount	Notes
Jean Choi	Teacher-Math Night	03/20/2025	\$50.00 per hour x 2 hours (Not to exceed \$100.00)	(Thursday only 6:30 pm-8:00 pm)
Alison Goerg	Teacher-Math Night	03/20/2025	\$50.00 per hour x 2 hours (Not to exceed \$100.00)	(Thursday only 6:30 pm-8:00 pm)

EXPLANATION: Agenda item submitted by Ms. Jones

11. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the following certificated staff to be for participating in the **Hawthorne Elementary School Title I After School Math & ELA Program**. To be funded with 24-25 Title 1 Funds (20-231-100-101-00-110-000).

Staff Name	Position	Salary	Effective Dates	Notes
Victor Hernandez	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	This program will be held for a total of 16 weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at Hawthorne Elementary School
				This program will be held for a total of 16

Tawana Smith	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at Hawthorne Elementary School
Sandra Warren-Givens	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	This program will be held for a total of 16 weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at Hawthorne Elementary School
Allison Norris	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	This program will be held for a total of 16 weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at Hawthorne Elementary School
Maria Garcia-Iglesias	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	This program will be held for a total of 16 weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at Hawthorne Elementary School
Felix Mejia	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	This program will be held for a total of 16 weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at Hawthorne Elementary School I
Lorena Valer	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	This program will be held for a total of 16 weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at

				Hawthorne Elementary School
Samuel Griffin	Substitute Teacher	\$50.00 per hour (Not to exceed \$600.00)	12/10/2024-04/10/2025	This program will be held for a total of 16 weeks on Tuesday and Thursdays 3:30 pm-4:30 pm at Hawthorne Elementary School

EXPLANATION: Agenda item submitted by Ms. Jones

12. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the following **Chaperone(s)** at Teaneck High School for student-based events/activities.

Staff Name	Position	Effective Dates	Stipend Amount
Yvette Ortega-Ulubay	Chaperone	12/01/2024-06/30/2025	\$50.00 per hour
Stephanie Abatayo	Chaperone	04/24/2024-06/30/2025	\$50.00 per hour

EXPLANATION: Agenda item submitted by Ms. Jones

13. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the following staff members as **Home Instructors**, on an as-needed basis for the 2024-2025 school year.

Staff Name	Job Title	Salary
Charlotte LoSchiavo	Home Instructor	\$50.00 per hour
Vinod Thomas	Home Instructor	\$50.00 per hour
Shanieka Smith	Home Instructor	\$50.00 per hour
Jessica Jones	Home Instructor	\$50.00 per hour
Marc Callelo	Home Instructor	\$50.00 per hour

EXPLANATION: Agenda item submitted by Ms. Jones

14. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education approve payments to the following individual(s) for unused vacation, sick and/or personal business days in accordance with their appropriate collective bargaining agreement or employment contract.

Name	Position	Separation Date	Number of Days Remaining	Total Amount of Payout
Tracy Nagengast	CST	02/04/2025	2 Sick Days	\$59.00 x 2 (Sick Days) = \$118.00

EXPLANATION: Agenda item submitted by Ms. Jones

15. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education upon the recommendation of the Superintendent, approves **vacation day payouts** for the employee(s) listed below pursuant to the TAAS Collective Bargaining Agreement:

Name	Position	Vacation Day(s)	Per Diem Rate	Total Payment
Anthony D'Angelo	Director of Facilities & Grounds	5	\$694.77	\$3,473.89

EXPLANATION: Agenda item submitted by Ms. Jones

16. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the following **Recission(s)**:

Staff Name	Position	Location	Salary
Neil Murphy	Leave Replacement Teacher	Teaneck High School	\$56,760.00 BA, Step 1

EXPLANATION: Agenda item submitted by Ms. Jones

17. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent approves the **For the Record Amendment(s)**:

Staff Name	Job Title/Location/PCN	Salary	Guide/Degree	Effective Dates	Notes
Melanie Rodriguez	Teacher of Elementary/Lowell Elementary/ARW	\$75,200.00	MA, Step 8	09/01/2025- 06/30/2026	Change in date
Marlgorzata Downes	Teacher of Elementary Kindergarten/Whittier Elementary/AQC	\$80,000.00	MA, Step 10	04/01/2025- 06/30/2025	Change in date

EXPLANATION: Agenda item submitted by Ms. Jones

I. Public Comment Session II: (Open Discussion)

Thank you all for being here tonight. This portion of the meeting is open to residents for comment. Residents are to state their names, the town they live in, and subject matter. Comments are limited to three minutes per person. This Public Comment session will last for thirty minutes. Public Comment session II is open to comments on other matters of public concern. Individuals may not give their time to another individual. Groups speaking on the same topic should combine their message into one. Members of the public are discouraged from speaking negatively about an employee or a student. Do not call an employee or student by name, otherwise the conversation will be discontinued. The Board bears no responsibility for comments made by the public. Comments regarding employees or students cannot be legally responded to by the Board. The Superintendent may respond to some questions at the conclusion of the public comment session. If you have a question or comment that requires a direct response, we encourage you to put your questions in an email to the Board secretary. All meetings are recorded and, therefore, statements made during public participation cannot be altered or amended and shall be included in the minutes as presented.

Motion to Open the Public Comment Session II:

Motion by Board Member_____, seconded by Board Member_____, Opened at ____P.M.

Motion to Close the Public Comment Session II:

Motion by Board Member_____, seconded By Board Member_____, Closed at ____P.M.

II. Executive Session

III. New and Old Business

IV. Adjournment

POLICY GUIDE

BYLAWS

0141/page 1 of 2

Board Member Number and Term

June 24

0141 BOARD MEMBER NUMBER AND TERM

The Board of Education shall consist of 9 members.

The term of a Board member shall be 3 years, ~~except vacancies in the membership of the Board shall be filled in accordance with the provisions of N.J.S.A. 18A:12-15. Each Board member appointed to fill a vacancy shall serve until the organizational meeting following the next annual election unless the Board member is appointed to fill a vacancy occurring within the sixty days immediately preceding such election if the annual election is held in April, or occurring after the third Monday in July if the election is held in November, to fill a term extending beyond such election, in which case the Board member shall serve until the organizational meeting following the second annual election next succeeding the occurrence of the vacancy, and any vacancy for the remainder of the term shall be filled at the annual election or the second annual election next succeeding the occurrence of the vacancy, as the case may be.~~

~~The term of a Board member appointed to fill a vacancy shall be from the member's appointment to the organizational meeting following the next annual election. Any vacancy for the remainder of the term shall be filled at the next annual school election, except that~~

- ~~1. A Board member appointed to fill a vacancy occurring within sixty days immediately preceding an annual election occurring in April, to fill a term extending beyond the next election, shall serve until the organizational meeting following the second annual election next succeeding the occurrence of the vacancy; or~~
- ~~2. A Board member appointed to fill a vacancy occurring after the third Monday in July for an annual election occurring in November, to fill a term extending beyond the next election, shall serve until the organizational meeting following the second annual election next succeeding the occurrence of the vacancy.~~



POLICY GUIDE

BYLAWS

0141/page 2 of 2

Board Member Number and Term

~~Any vacancy for the remainder of a term shall be filled at the annual election or the second annual election next succeeding the occurrence of a vacancy, as the case may be.~~

N.J.S.A. 18A:12-6; 18A:12-9; 18A:12-11; 18A:12-15

N.J.S.A. 18A:13-8 et seq. **[regional districts]**

N.J.S.A. 18A:54-16 et seq. **[vocational districts]**

Adopted:



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District Policy

0169.02 - BOARD MEMBER USE OF SOCIAL NETWORKS

Section: Bylaws Date Created: May 2019 Date Edited: May 2019

In accordance with the School Ethics Act - N.J.S.A. 18A:12-21 et seq., Board of Education members must avoid conduct which is in violation of the public trust or which creates a justifiable impression among the public that such trust is being violated. To avoid conduct that may be in violation or perceived to be in violation of the School Ethics Act, the Board of Education adopts this Policy to provide guidance to Board members in their use of social networks.

For the purposes of this Policy, “social network(s)” shall include, but not be limited to: Internet blogs, electronic bulletin boards, emails, social networking websites, text messages, or any other online platform where people may post or communicate interests, opinions, or any other information that may be viewed by others with or without permission from the person making such post or re-publishing such post. “Social networks” also means an Internet-based service that allows individuals to: construct a public or semi-public profile within a bounded system created by the service; create a list of other users with whom they share a connection within the system; and view and navigate their list of connections and those made by others within the system.

For the purposes of this Policy, “use of a social network” shall include, but not be limited to: posting to a social network, reposting another person’s post to a social network, messaging, or any other publication of material on a social network.

Nothing in this Policy prevents a Board of Education member from using a social network. However, a Board member must avoid conduct on a social network that would violate the School Ethics Act – N.J.S.A. 18A:12-21 et seq., which includes the Code of Ethics for Board Members. Board members should be advised communications, publications, photographs, and any other information posted by the Board member or reposted by the Board member on a social network could violate the School Ethics Act and be cause for sanctions in accordance with the law.

While this Policy respects the right of Board members to use social networks, Board members shall recognize they are held to a higher standard than the general public with regard to standards of conduct and ethics. A Board member’s use of social networks shall not damage the reputation of the school district, employees, students, or their families. Board members who use social networks shall ensure their conduct is appropriate for a Board of Education member. Board members should exercise care in setting appropriate boundaries between their personal and public online behavior, understanding what is private in the digital world often has the possibility of becoming public, even without their knowledge or consent.

Board members should carefully review the privacy settings on social networks they use and exercise care and good judgment when posting content and information. When using social networks, Board members are advised to:

1. Not post anything that would violate any of the district's policies for Board members;
2. Uphold the district's value of respect for any individual(s) and avoid making defamatory statements about the Board of Education, the school district, employees, students, or their families;
3. Not disclose any confidential information about the school district or confidential information obtained as a result of being a Board member, about any individual(s) or organization, including students and/or their families;
4. Not use or refer to their Board of Education title or position when soliciting for a business organization that he or she or any immediate family member has an interest in, as well as posting or referencing any confidential information regarding the Board of Education or the school district obtained through their Board membership, unless authorized by law;
5. Refrain from having communications through social networks with other Board members regarding any Board of Education business to avoid any potential violation of the New Jersey Open Public Meetings Act;
6. Not respond to any postings regarding Board of Education or school district business or respond to any question or inquiry posted to the Board member or posted on any social network regarding Board of Education or school district business and shall refer any such questions or inquiries to the Superintendent of Schools to address, as appropriate; or
7. Not post any information on a social network determined by the New Jersey School Ethics Commission to be a violation of the New Jersey School Ethics Act.

A Board member shall comply with all Board policies regarding acceptable use of computers and computer networks whenever a Board member is using a Board of Education electronic device.

If the Board or Superintendent believes a Board member's activity on any social network may violate the Board's policies or the New Jersey School Ethics Act, the Board or Superintendent may request the Board member cease such activity.

This Policy has been developed and adopted by this Board to provide guidance and direction to a Board member to avoid actual and/or a perceived appearance of inappropriate conduct or conduct prohibited by the School Ethics Act while using social networks.

N.J.S.A. 18A:12-21 et seq.
N.J.S.A. 10:4-6 et seq.

Adopted: 15 May 2019

Teaneck Board of Education

District Policy

3282 - USE OF SOCIAL NETWORKING SITES

Section: Teaching Staff Members

Date Created: December 2012

Date Edited: December 2012

The Board of Education has a strong commitment to quality education and the well-being of all pupils, as well as the preservation of the school district's reputation. The Board believes staff members must establish and maintain public trust and confidence and be committed to protecting all pupils attending the school district. In support of the Board's strong commitment to the public's trust and confidence, the Board holds all staff members to the highest level of professional responsibility.

The Commissioner of Education has determined inappropriate conduct outside a staff member's professional responsibilities may determine them as unfit to discharge the duties and functions of their position. Staff members should be advised communications, publications, photographs, and other information appearing on social networking sites deemed inappropriate by the Board could be cause for dismissal of a non-tenured staff member or to certify tenure charges against a tenured staff member to the Commissioner of Education.

Staff members are advised to be concerned and aware such conduct deemed inappropriate may include, but is not limited to, communications and/or publications using e-mails, text-messaging, social networking sites, or any other form of electronic communication that is directed and/or available to pupils or for public display or publication.

When using personal social networking sites, school staff members:

- 1. Should not make statements that would violate any of the district's policies, including its policies concerning discrimination or harassment;**
- 2. Must uphold the district's value of respect for the individual and avoid making defamatory statements about the school district, employees, students, or their families;**
- 3. May not disclose any confidential information about the school district or confidential information obtained during the course of**

his/her employment, about any individual(s) or organization, including students and/or their families;

4. Shall not use social networking sites to post any materials of a sexually graphic nature;
5. Shall not use social networking sites to post any materials which promote violence;
6. Shall not use social networking sites which would be detrimental to the mission and function of the district;
7. Shall not post updates to their status on any social networking sites during ~~normal working hours~~ instructional or supervision time including posting of statements or comments on the social networking sites of others during school time unless it involves a school project. Employees must seek approval from the Superintendent of Schools for such use; and
8. Shall not post or publish any information the Commissioner of Education would deem to be inappropriate conduct by a school staff member.

The Policy of this district is to maintain a level of professionalism both during and after the school day. Any publication through any means of electronic communication which negatively targets students, families, or community members ~~is potentially adverse to the operation, morale, or efficiency of the district,~~ will be deemed a violation of this Policy. If the Board or Superintendent believes that a staff member's activity on any social networking site violates the district's policies, the Board or Superintendent may request that the employee cease such activity. Depending on the severity of the incident, the staff member may be subject to disciplinary action.

This Policy has been developed and adopted by this Board to provide guidance and direction to staff members on how to avoid actual and/or the appearance of inappropriate conduct toward students and/or the community while using social networking sites.

Adopted: 12 December 2012

Teaneck Board of Education

District Policy

4282 - USE OF SOCIAL NETWORKING SITES

Section: Support Staff

Date Created: December 2012

Date Edited: December 2012

The Board of Education has a strong commitment to quality education and the well-being of all pupils, as well as the preservation of the school district's reputation. The Board believes staff members must establish and maintain public trust and confidence and be committed to protecting all pupils attending the school district. In support of the Board's strong commitment to the public's trust and confidence, the Board holds all staff members to the highest level of professional responsibility.

The Commissioner of Education has determined inappropriate conduct outside a staff member's professional responsibilities may determine them as unfit to discharge the duties and functions of their position. Staff members should be advised communications, publications, photographs, and other information appearing on social networking sites deemed inappropriate by the Board could be cause for dismissal of a non-tenured staff member or to certify tenure charges against a tenured staff member to the Commissioner of Education.

Staff members are advised to be concerned and aware such conduct deemed inappropriate may include, but is not limited to, communications and/or publications using e-mails, text-messaging, social networking sites, or any other form of electronic communication that is directed and/or available to pupils or for public display or publication.

When using personal social networking sites, school staff members:

- 1. Should not make statements that would violate any of the district's policies, including its policies concerning discrimination or harassment;**
- 2. Must uphold the district's value of respect for the individual and avoid making defamatory statements about the school district, employees, students, or their families;**
- 3. May not disclose any confidential information about the school district or confidential information obtained during the course of**

his/her employment, about any individual(s) or organization, including students and/or their families;

4. Shall not use social networking sites to post any materials of a sexually graphic nature;
5. Shall not use social networking sites to post any materials which promote violence;
6. Shall not use social networking sites which would be detrimental to the mission and function of the district;
7. Shall not post updates to their status on any social networking sites during ~~normal working hours~~ instructional or supervision time including posting of statements or comments on the social networking sites of others during school time unless it involves a school project. Employees must seek approval from the Superintendent of Schools for such use; and
8. Shall not post or publish any information the Commissioner of Education would deem to be inappropriate conduct by a school staff member.

The Policy of this district is to maintain a level of professionalism both during and after the school day. Any publication through any means of electronic communication which negatively targets students, families, or community members ~~is potentially adverse to the operation, morale, or efficiency of the district,~~ will be deemed a violation of this Policy. If the Board or Superintendent believes that a staff member's activity on any social networking site violates the district's policies, the Board or Superintendent may request that the employee cease such activity. Depending on the severity of the incident, the staff member may be subject to disciplinary action.

This Policy has been developed and adopted by this Board to provide guidance and direction to staff members on how to avoid actual and/or the appearance of inappropriate conduct toward students and/or the community while using social networking sites.

Adopted: 12 December 2012

POLICY GUIDE

TEACHING STAFF MEMBERS

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Physical Examination

June 24

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3160 PHYSICAL EXAMINATION

Candidates for Employment

The Board of Education **shall** requires **any each** candidate for employment who **has received receives** a conditional offer of employment to undergo a physical examination~~(s)~~ **pursuant to N.J.S.A. 18A:16-2.a, by their own physician, advance practice nurse, or physician assistant at their own expense**, to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA), **pursuant to N.J.A.C. 6A:32-6.3.**

If upon completing an examination~~(s)~~ it is determined a candidate for employment who received a conditional offer of employment is unable to perform with reasonable accommodation job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent of Schools, if the Board has not yet approved the appointment, or by the Board, if the Board had approved the appointment at a Board meeting.

In accordance with N.J.A.C. 6A:32-6.2(a), the Board will develop the requirements for tThe physical examination **and provide for notification to candidates for employment regarding the requirements for the physical examination which** shall include, but **not be is not** limited to, a health history to include past serious illnesses and injuries; current health problems; allergies; and a record of immunizations. The physical examination shall also include, **but not be limited to**, a health screening to include, but not **be** limited to: **[height and weight]**; blood pressure; pulse and respiratory rate; vision screening; and hearing screening.

Teaching staff member School-employee physicals, examinations, and/or annual medical updates do not require screening or disclosure of HIV status.

The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools. A Mantoux tuberculosis test shall be given to all student teachers, school bus drivers on contract with the district, and contractors or volunteers who have contact with students.



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TEACHING STAFF MEMBERS

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Physical Examination

Health records of candidates for employment and current teaching staff members ~~All staff members' medical and health records~~, including computerized records, ~~shall will~~ be secured, stored, and maintained separately from other personnel files **pursuant to N.J.A.C. 6A:32-6.3(d)**. The information contained in medical records ~~shall will~~ be kept confidential. Only the **teaching** staff member, the Superintendent, and the school medical inspector shall have access to medical information regarding an individual **teaching staff member employee**. Health records **shall be the property of the Board and** may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 **and N.J.A.C. 6A:32-6.3(d)**.

Current Teaching Staff Members

Pursuant to N.J.A.C. 6A:32-6.3(c), an individual ~~The teaching~~ staff member may provide health-status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, **a the teaching** staff member may also choose to share with the ~~staff member's Building~~ Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

Pursuant to N.J.S.A. 18A:16-2, the Board may require ~~Additional individual psychiatric or physical or psychiatric~~ examinations of **a teaching any** staff member ~~may be required by the Board~~ whenever, in the **Board's** judgment ~~of the Board~~, a **teaching** staff member shows evidence of deviation from normal physical or mental health. Any additional individual examinations will be pursuant to the requirements of N.J.A.C. 6A:32-6.3**(b)**. Additional examinations and/or certifications may be required to verify fitness in accordance with Policy 3161 – **Examination for Cause** or disability in accordance with Policies 3425 – **Work Related Disability Pay** and 3435 – **Anticipated Disability**.

~~42 U.S.C.A. 12101~~

N.J.S.A. 18A:16-2; **18A:16-3; 18A:16-5**

N.J.A.C. 6A:32-6.1; 6A:32-6.2; 6A:32-6.3

Adopted: 14 March 2012

Revised: 22 January 2025



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TEACHING STAFF MEMBERS

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Physical Examination

June 24

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R 3160 PHYSICAL EXAMINATION

A. Definitions

1. “Employee assurance statement” means a statement signed by the employee certifying that information supplied by the employee is true to the best of the employee’s knowledge.
2. “Employee” or “staff member” means the holder of any full-time or part-time position of employment.
3. “Health history” means the record of a person’s past health events obtained in writing, completed by the individual or their physician.
4. “Health screening” means the use of one or more diagnostic tools to test a person for the presence or precursors of a particular disease.
5. “Physical examination” means the assessment of an individual’s health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant. **Physical examination includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.**
6. “Physician assistant” means a health care professional licensed to practice medicine with physician supervision.
7. “Psychiatric examination” means an examination for the purpose of diagnosis and treatment of mental disorders.

B. Employees’ Initial Physical Examination

1. Candidates for employment who have received a conditional offer of employment shall be required to undergo a physical examination. The physical examination shall include, but is not limited to, a health history and health screenings to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336,



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Physical Examination

Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board's requirements for the physical examination.

a. A health history shall include, but is not limited to, the candidate's:

- (1) Past serious illnesses and injuries;
- (2) Current health problems;
- (3) Allergies; and
- (4) A record of immunizations.

b. A health screening shall include, but is not limited to:

~~(1) Height;~~

~~(2) Weight;~~

- (1) Pulse and respiratory rate;
- (2) Hearing screening;
- (3) Blood pressure;
- (4) Vision screening;

C. Medical Requirements Upon Employment

1. **The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.** ~~A Mantoux tuberculosis test shall be given upon employment of all newly hired staff members (full time and part-time), and to all student teachers, school bus drivers on contract with the district, and to contractors or volunteers who have contact~~



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TEACHING STAFF MEMBERS

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Physical Examination

~~with students. Tuberculosis testing is not required for volunteers working with students less than twenty hours per month.~~

~~a. Tuberculosis testing is not required:~~

~~(1) For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six months or a documented positive tuberculosis test, regardless of when this test was done; or~~

~~(2) For a school district staff member transferring between school districts or from a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.~~

~~b. Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.~~

~~(1) The school district shall determine the criteria essential to document a valid religious exemption.~~

~~c. Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow up procedures, and reporting shall be conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.~~

2. An individual teaching staff member may provide health-status information, including medications, that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the teaching staff member may also choose to share with the Principal and, if desired, with the certified



REGULATION GUIDE

TEACHING STAFF MEMBERS

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Physical Examination

school nurse, information regarding current health status to assure ready access in a medical emergency **pursuant to N.J.A.C. 6A:32-6.3(c).**

D. Health Records

1. ~~All H~~health records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, shall be secured, stored, and maintained separately from other personnel files **in accordance with N.J.A.C. 6A:32-6.3(d).**
2. Health records **shall be the property of the Board and** may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 **and N.J.A.C. 6A:32-6.3(d).**

E. **Teaching Staff Member** ~~Employees'~~ Physical Examinations and Medical Updates

1. **Teaching staff member** ~~School—employee~~ physicals, examinations, and/or annual medical updates shall not require disclosure of HIV status.

F. Examination of Candidates for Employment

1. Candidates for employment who have received a conditional offer of employment will also be required to undergo a comprehensive fitness for duty physical examination by the candidate's own physician, advance practice nurse, or physician assistant at their own expense. ~~[a school district approved physician or institution at the Board's expense.]~~
 - a. This pre-employment physical examination shall not be used to determine a candidate's disabilities; and
 - b. This examination shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions pursuant to ADA.

G. Controlled Dangerous Substance Testing



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Candidates for teaching staff member positions, who have received a conditional offer of employment must complete testing, conducted at the

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Board's expense, for the usage of CDS as ~~they are~~ defined in N.J.S.A. 2C:35-2.

1. Candidates will be allowed privacy during specimen collection. Control and accountability of specimens will be maintained with a chain of custody in accordance with accepted practices and as recommended by the approved laboratory. The laboratory will be selected by the Board and approved by the New Jersey Department of Health.
2. The laboratory will conduct an initial or screening test and a confirmatory test. Refusal of employment will not be based on the results of a screening test alone. An initial test is an immunoassay test to eliminate negative test results from further consideration and to identify the potentially positive specimens for the purpose of further testing and confirmation. A confirmatory test is a second analytical procedure to identify the presence of a specific drug which uses more sophisticated technique to ensure reliability and accuracy.
3. A Medical Review Officer, who ~~shall be~~ ~~is~~ a licensed physician, will review the final results of all positive tests to determine if there is a medical explanation for the results. The Medical Review Officer will review the candidate's medical history and may conduct a medical interview with the candidate to determine any relevant factors contributing to the results of the test. The Medical Review Officer will communicate the results of an investigation regarding positive drug tests for CDS to the candidate and to the Superintendent.
4. The American with Disabilities Act (ADA) prohibits employment discrimination against qualified individuals with disabilities. Persons who use drugs illegally (the use of controlled dangerous substances (CDS) and the illegal use of prescription drugs) are not protected by the ADA.
5. After a conditional offer of employment, the school district may ask questions concerning present drug or alcohol use; however, information obtained may not be used to exclude an individual with a disability, based on the disability, unless it can be shown that the reason for exclusion meets the following three tests:



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- a. It must be job-related and cannot be met with reasonable accommodation;
 - b. It must be consistent with the demonstrated necessity of conducting business; and
 - c. It must be related to legitimate job criteria.
6. The school district shall refuse to hire an applicant based upon a test result that indicates the illegal use of drugs. This action shall be taken even if the applicant claims he/she recently stopped illegally using drugs.

H. Review of Examinations and Assessments

1. The results of ~~a the~~ physical examination **or testing** of a candidate for employment who has received a conditional offer of employment will be reviewed by the **Superintendent and the school physician and/or the Medical Review Officer, who, in consultation with the Superintendent, will to** determine ~~a the~~ candidate's physical and mental fitness to function with reasonable accommodation in the position for which **the candidate he/she** has made application. That determination will be made a part of the candidate's application.

I. Candidate Records

1. All records regarding pre-employment physicals and drug tests will be maintained in separate medical files and treated as confidential medical records. These records will be:
 - a. Kept separate from a candidate's personnel file;
 - b. Kept in a locked cabinet in a central school district location; and
 - c. Accessible only to the Superintendent and/or designee.
2. The records of a candidate's physical examination will be submitted to the school medical inspector, who will determine the candidate's physical and



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mental fitness to function with reasonable accommodation in the position for which he/she has made application. That determination will be made a part of the candidate's application.

3. A candidate's medical records will be maintained separately from his/her application and will be kept confidential in accordance with paragraph D.
 - a. If and when the candidate is employed by this district, the records will be kept in the person's medical file.
 - b. If the candidate is not employed by this district within three years, the records will be destroyed.

Adopted: 14 March 2012

Revised: 22 January 2025



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4160 PHYSICAL EXAMINATION

Candidates for Employment

The Board of Education **shall** requires **any** ~~each~~ candidate for employment who **has received** ~~receives~~ a conditional offer of employment to undergo a physical examination~~(s)~~ pursuant to N.J.S.A. 18A:16-2.a, by their own physician, advance practice nurse, or physician assistant at their own expense, to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA), **pursuant to N.J.A.C. 6A:32-6.3.**

If upon completing an examination~~(s)~~ it is determined a candidate for employment who received a conditional offer of employment is unable to perform with reasonable accommodation job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent of Schools, if the Board has not yet approved the appointment, or by the Board, if the Board had approved the appointment at a Board meeting.

In accordance with N.J.A.C. 6A:32-6.2(a), the Board will develop the requirements for tThe physical examination **and provide for notification to candidates for employment regarding the requirements for the physical examination which** shall include, but **not be** ~~is not~~ limited to, a health history to include past serious illnesses and injuries; current health problems; allergies; and a record of immunizations. The physical examination shall also include, **but not be limited to,** a health screening to include, but not **be** limited to: ~~[height and weight]~~; blood pressure; pulse and respiratory rate; vision screening; and hearing screening.

Candidates for employment who have received a conditional offer of employment will be required to be tested for the usage of controlled dangerous substances **(CDS)** as they are defined in N.J.S.A. 2C:35-2. This testing will be completed in accordance with New Jersey Department of Health and Department of Education guidelines. Testing for the usage of **CDS** ~~controlled or dangerous substances~~, if required by the Board, will be required for all candidates for employment who have received a conditional offer of employment.



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Physical Examination

Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of physical examinations required by this Policy performed by a physician or institution designated by the Board. However, the candidate shall bear the cost if the examination is performed by a physician or institution designated by the candidate with approval of the Board. In the event the Board approves the physician or institution designated by the candidate to complete an examination required by this Policy, the candidate will be provided with the detailed requirements of the examination.

Support staff member ~~School employee~~ physicals, examinations, and/or annual medical updates do not require screening or disclosure of HIV status.

The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools. ~~A Mantoux tuberculosis test shall be given to all student teachers, school bus drivers on contract with the district, and contractors or volunteers who have contact with students.~~

Health records of candidates for employment and current support staff members ~~All staff members' medical and health records~~, including computerized records, **shall will** be secured, stored, and maintained separately from other personnel files **pursuant to N.J.A.C. 6A:32-6.3(d)**. The information contained in medical records **shall will** be kept confidential. Only the **support** staff member, the Superintendent, and the school medical inspector shall have access to medical information regarding an individual **support staff member employee**. Health records **shall be the property of the Board and** may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 **and N.J.A.C. 6A:32-6.3(d)**.

Current Support Staff Members

Pursuant to N.J.A.C. 6A:32-6.3(c), an individual ~~The support~~ staff member may provide health-status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, **a the support** staff member may also choose to share with the ~~staff member's Building~~ Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.



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Pursuant to N.J.S.A. 18A:16-2, the Board may require ~~Additional individual psychiatric or~~ physical or psychiatric examinations of a support ~~any~~ staff member ~~may be required by the Board~~ whenever, in the Board's judgment ~~of the Board~~, a support staff member shows evidence of deviation from normal physical or mental health. Any additional individual examinations will be pursuant to the requirements of N.J.A.C. 6A:32-6.3(b). Additional examinations and/or certifications may be required to verify fitness in accordance with Policy 4161 – Examination for Cause or disability in accordance with Policies 4425 – Work Related Disability Pay and 4435 – Anticipated Disability.

42 U.S.C.A. 12101

N.J.S.A. 18A:16-2; 18A:16-3; 18A:16-5

N.J.A.C. 6A:32-6.1; 6A:32-6.2; 6A:32-6.3

Adopted: 14 March 2012

Revised: 24 March 2020

Revised: 22 January 2025



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R 4160 PHYSICAL EXAMINATION

A. Definitions

1. “Employee” or “staff member” means the holder of any full-time or part-time position of employment.
2. “Health history” means the record of a person’s past health events obtained in writing, completed by the individual or their physician.
3. “Health screening” means the use of one or more diagnostic tools to test a person for the presence or precursors of a particular disease.
4. “Physical examination” means the assessment of an individual’s health **by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant. Physical examination includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.**
5. “Physician assistant” means a health care professional licensed to practice medicine with physician supervision.
6. “Psychiatric examination” means an examination for the purpose of diagnosis and treatment of mental disorders.

B. Employee’s Initial Physical Examination

1. **Candidates for employment who have received a conditional offer of employment** ~~Each newly employed support staff member~~ shall be required to undergo a physical examination, by their own physician, advance practice nurse, or physician assistant at their own expense. The physical examination shall include, but is not limited to, a health history and health screenings to determine whether the candidate is able to perform **with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA).** The



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candidate for employment will be provided the Board's requirements for the physical examination.

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- a. A health history shall include, but is not limited to, the candidate's:
 - (1) Past serious illnesses and injuries;
 - (2) Current health problems;
 - (3) Allergies; and
 - (4) A record of immunizations.
- b. A health screening shall include, but is not limited to:
 - ~~(1) Height;~~
 - ~~(2) Weight;~~
 - (1) Pulse and respiratory rate;
 - (2) Hearing screening;
 - (5) Blood pressure;
 - (6) Vision screening;

C. Medical Requirements Upon Employment

- 1. **The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.** ~~A Mantoux tuberculosis test shall be given upon employment of all newly hired staff members (full time and part-time), and to all student teachers, school bus drivers on contract with the district, and to contractors or volunteers who have contact with students. Tuberculosis testing is not required for volunteers working with students less than twenty hours per month.~~



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~~a. Tuberculosis testing is not required:~~

~~(1) For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six months or a documented positive tuberculosis test, regardless of when this test was done; or~~

~~(2) For a school district staff member transferring between school districts or from a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.~~

~~b. Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.~~

~~(1) The school district shall determine the criteria essential to document a valid religious exemption.~~

~~c. Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow up procedures, and reporting shall be conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.~~

2. An individual support staff member may provide health-status information, including medications, that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the support staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency **pursuant to N.J.A.C. 6A:32-6.3(c).**



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D. Health Records

1. ~~All Health~~ records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, shall be secured, stored, and maintained separately from other personnel files **in accordance with N.J.A.C. 6A:32-6.3(d).**
2. Health records **shall be the property of the Board and** may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 **and N.J.A.C. 6A:32-6.3(d).**
3. The portion of the employee's medical record containing a health history may be shared with the Principal and the school nurse with the consent of the employee, as provided in paragraph C.2. above.

E. **Support Staff Member** ~~Employees'~~ Physical Examinations and Medical Updates

1. **Support staff member** ~~School-employee~~ physicals, examinations, and/or annual medical updates shall not require disclosure of HIV status.

F. Examination of Candidates for Employment

1. Candidates for employment who have received a conditional offer of employment will also be required to undergo a comprehensive fitness for duty physical examination by the candidate's own physician, advance practice nurse, or physician assistant at their own expense. ~~[a school district approved physician or institution at the Board's expense.]~~
 - a. This pre-employment physical examination shall not be used to determine a candidate's disabilities; and
 - b. This examination shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions pursuant to ADA.
2. **The physician or institution completing the examination will be provided the fitness requirements for each position.**



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H. Controlled Dangerous Substance Testing

1. Candidates for employment who have received a conditional offer of employment will be required to complete testing, conducted at the Board's expense, for the usage of **CDS** ~~controlled-dangerous substances~~ as ~~they are~~ defined in N.J.S.A. 2C:35-2.
 - a. Candidates will be allowed privacy during specimen collection. Control and accountability of specimens will be maintained with a chain of custody in accordance with accepted practices and as recommended by the approved laboratory. A laboratory approved by the New Jersey Department of Health will be selected by the Board for such testing.
 - b. The laboratory will conduct the test in accordance with industry standard practices for testing for **CDS** ~~controlled dangerous substances~~.
 - c. A Medical Review Officer, who ~~shall be~~ **is** a licensed physician, will review the final results of all positive tests to determine if there is a medical explanation for the results. The Medical Review Officer will review the candidate's medical history and may conduct a medical interview with the candidate to determine any relevant factors contributing to the results of the test. The Medical Review Officer will communicate the results of an investigation regarding positive ~~drug~~ tests **for CDS** to the candidate and to the Superintendent.
 - d. The ADA prohibits employment discrimination against qualified individuals with disabilities. Persons who use drugs illegally (the use of ~~controlled dangerous substances (CDS)~~ and the illegal use of prescription drugs) are not protected by the ADA.



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- e. After a conditional offer of employment, the school district administration and/or the Medical Review Officer may ask the candidate questions **concerning current present CDS drug** or alcohol use; however, information obtained may not be used to exclude an individual with a disability, based on the disability, unless it can be shown that the reason for exclusion meets the following three tests:
 - (1) It must be job-related and cannot be met with reasonable accommodation;
 - (2) It must be consistent with the demonstrated necessity of conducting business; and
 - (3) It must be related to legitimate job criteria.
- f. The school district **shall** refuse to hire a candidate based upon a test result that indicates the illegal use of **a CDS** as confirmed by the Medical Review Officer. This action **shall** be taken even if the candidate claims **they he/she** recently stopped **the illegal use of a CDS illegally using drugs**.

- 2. ~~The school district would incur liability under ADA if a person is excluded from a job if the school district erroneously regarded the candidate to be an addict currently using drugs illegally when the drug test showed the presence of a lawfully prescribed drug. The Superintendent will confer with the Medical Review Officer regarding all positive tests to prevent any ADA liability. The Superintendent will confer with the Medical Review Officer regarding all positive tests to prevent any ADA violation.~~

I. Review of Examinations and Assessments [New Section]

- 1. The results of **a the** physical examination **or testing** of a candidate for employment who has received a conditional offer of employment will be reviewed by the **Superintendent and the** school physician **and/or Medical Review Officer, who, in consultation with the Superintendent, will to** determine **a the**



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candidate's physical and mental fitness to function with reasonable accommodation in the position for which **the candidate** ~~he/she~~ has

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made an application. That determination will be made a part of the candidate's application.

J. Candidates Records

1. All records regarding pre-employment physicals and drug tests will be maintained in separate medical files and treated as confidential medical records. These records will be:
 - a. Kept separate from a candidate's personnel file;
 - b. Kept in a locked cabinet in a central school district location; and
 - c. Accessible only to the Superintendent and/or designee.
2. The records of a candidate's physical examination will be submitted to the school medical inspector, who will determine the candidate's physical and mental fitness to function with reasonable accommodation in the position for which he/she has made application. That determination will be made a part of the candidate's application.
3. A candidate's medical records will be maintained separately from his/her application and will be kept confidential in accordance with paragraph D.
 - a. If and when the candidate is employed by this district, the records will be kept in the person's medical file.
 - b. If the candidate is not employed by this district within three years the records will be destroyed.

Adopted: 14 March 2012

Revised: 22 January 2025





My Brother's Keeper Alliance Community Agreement

This Community Agreement ("**Agreement**") is made and entered into as of the date of the last signature below ("**Effective Date**") by and between The Barack Obama Foundation, a District of Columbia nonprofit corporation having 501(c)(3) status under the Internal Revenue Code (the "**Foundation**") and Teaneck Public Schools, a government entity formed under the laws of New Jersey (the "**Backbone**" or "**You**"). (The Foundation and the Backbone may be individually referred to herein as "**Party**" and collectively as "**Parties**".)

This Agreement outlines the purpose, expectations, and parameters of Your participation with the Foundation's My Brother's Keeper Alliance's Leadership Network. Certain obligations are set forth in Foundation policies and guidelines that are referenced in this Agreement (collectively, "**Foundation Policies**") and are incorporated by reference and made a part of this Agreement. The Foundation has the right to unilaterally amend the Foundation Policies, such Foundation Policies are subject to change at the Foundation's sole discretion without notice to You, and if so, the revised Foundation Policies will apply to You. By signing this Agreement, You acknowledge that You have received, read, and accepted this Agreement, inclusive of all Foundation Policies, which are incorporated herein and made a part of this Agreement.

1. **About.** The Foundation's My Brother's Keeper ("**MBK**") Alliance manages the MBK Alliance's Leadership Network (the "**MBK Leadership Network**" or the "**Program**"), a nationwide collective of MBK Communities that have answered President Obama's call to change outcomes for boys and young men of color. Each participant of the MBK Leadership Network works to build their MBK Community to achieve population level *(the process by which the MBK Communities achieve and sustain population level change for boys and young men of color across the Six Milestones)* in an MBK Milestone (described below as the "**Six Milestones**") as outlined in the Pathway to Population Level Change Rubric, which describes the process by which MBK Communities achieve and sustain population level change for boys and young men of color across the Six Milestones (the "**Pathway Rubric**") *(accessible through the Online Platform)*. Participants in the Program engage with the rest of the MBK Leadership Network for shared learning, regional and national collaborations, and support to shift systems towards population level change. The MBK Alliance convenes the MBK Leadership Network virtually and in-person to improve and accelerate local collective efforts to achieve the Six Milestones. All programming, functions, events, webinars, and other virtual communications related to the Program, MBK Communities and/or the subject matter of this Agreement shall be governed by this Agreement, regardless of whether or not Foundation staff are actively moderating, facilitating, or otherwise present. By participating in the Program, You are committing yourself to this Agreement and the MBK Leadership Network Online Platform's ("**Online Platform**") Terms of Use *(accessible through the Online Platform)*.
2. **Key Definitions.**
 - a. **MBK Leadership Network.** A nationwide collective of Backbones who are actively working to achieve population level change an MBK Milestone as outlined in the Pathway Rubric. Backbones engage with the rest of the MBK Leadership Network for shared learning, regional and national collaborations, and support to shift systems towards population level change. The Six Milestones are: (i) entering school ready to learn; (ii) reading at grade level by third grade; (iii) graduate from high school; (iv) complete post-secondary education or training; (v) all youth out of school are employed; (vi) all youth safe from violent crime.
 - b. **MBK Community.** A Backbone-led coalition of organizations, agencies, and individuals within a specific geographic area that have made a public commitment to shift outcomes for boys and

young men of color by addressing the Six Milestones from cradle to career. To register with the MBK Leadership Network, an MBK Community must (i) identify a Backbone and Backbone Lead to register with the MBK Leadership Network, and (ii) commit to Certification and the Pathway to Population Level Change.

- c. **MBK Backbone (“Backbone”).** An existing staffed entity with a specific set of skills serving as the financial and organizational lead entity of an MBK Community’s MBK efforts. The Backbone coordinates the MBK local action plan and affiliated local MBK stakeholders (i.e., community members, local leaders, etc.). Backbones are the primary point of contact for a MBK Community and work closely with the MBK Alliance to receive coaching, technical assistance and support. The Backbone translates their learnings and coordinates with their MBK Community Members to advance the impact in the Six Milestones. All Backbones must:
 - i. Be either a public/ private partnership, designated community-based organization, governmental appointed agency, or tribal designated entity.
 - ii. Register with the MBK Alliance and participate in the MBK Leadership Network.
 - iii. Notify the MBK Alliance when a Backbone Lead transitions.
 - iv. Be approved by the Foundation. The Foundation may, in its sole discretion: (A) deny any specific Backbone entry into the MBK Leadership Network; and (B) remove any specific Backbone from the MBK Leadership Network.
- d. **MBK Community Members.** Entities within an MBK Community that contribute to systems change work in a specific geographical area, including organizations, entities or individuals working on various components of an MBK action plan. Backbones are responsible for monitoring and managing their MBK Community Members.
- e. **MBK Community Coach (“Coach”).** The Coach provides regional support for MBK Communities to increase their impact. The Coach works directly with the Backbone and serves as a two-way liaison between the MBK Alliance and local communities by providing technical assistance to (i) enhance community understanding of MBK Alliance standard of excellence, and (ii) strengthen community and the MBK Leadership Network through frequent engagement and reporting of community challenges and successes. Coaches are identified and appointed by the Foundation.
- f. **Backbone Leads.** Each Backbone is represented by a primary individual contact (“**Primary Lead**”) and secondary individual contact(s) (“**Secondary Lead**”, together, with the Primary Lead, “**Backbone Leads**”) who serve as liaisons to the MBK Leadership Network and MBK Alliance and lead MBK efforts in their MBK Community to advance meaningful policy and programmatic shifts. Backbones are responsible for selecting, monitoring, managing their Backbone Leads; provided, however, the Foundation may, in its sole discretion: (i) deny any specific Backbone Lead; and (ii) have You remove and replace any designated Backbone Lead.
- g. **MBK Certification (“Certification” or “Certified”) and the Pathway to Population Level Change.** Certification is the first step on the “**Pathway to Population Level Change**” which supports an MBK Community to achieve population level impact for boys and young men of color in one of the Six Milestones. Certification is achieved by building a collective impact infrastructure aligned with the Pathway Rubric, documenting those efforts in the Online Platform and receiving formal approval from the MBK Alliance. Each Certified MBK Community maintains their Certification by participating in ongoing continuous improvement towards population level impact as a part of the MBK Leadership Network.

3. Benefits of Serving as a Backbone.

- a. **Programming.** Over the course of the Term, the Foundation may provide Backbones with the following programming opportunities:
 - i. **Virtual Sessions.** The Foundation may invite the Backbone to virtual sessions through

the MBK Leadership Network.

- ii. **Networking Opportunities.** The Foundation may provide Backbones with networking opportunities with other organizations working with the MBK Alliance.
- b. **Foundation Events.** The Foundation may invite Backbones to participate in programming, functions, events, meetings, sessions, webinars and/or activities hosted by the Foundation (whether in-person or virtual, “**Foundation Events**”) as they occur.
- c. **Publicity.** The Foundation may spotlight Backbones on various media, including its digital channels like its website and social media pages.
- d. **Online Platform.** Backbones will be granted access to the Online Platform, as further described below.

4. **Roles & Responsibilities.**

- a. **Your Role as a Backbone.** Backbones and any of the Backbone Leads, Backbone’s directors, officers, managers, employees, contractors, subcontractors, agents, representatives, affiliates, volunteers, and any other person under the Backbone’s direction or control or acting with authority from the Backbone (“**Backbone Personnel**”) are expected to comply with this Agreement at all times, including, for the avoidance of doubt, at Foundation Events and in virtual spaces, and regardless of the Foundation’s presence. Backbones are also responsible for managing and monitoring your MBK Community Members. By signing this Agreement, You agree to work towards Certification and the Pathway to Population Level Change.
- b. **Focus on Results.** The MBK Alliance is working to create population level change across the Six Milestones and consequently, all MBK Leadership Network engagements should ultimately be in service of this goal.
- c. **Code of Conduct.** Foundation Events, tools, and services are meant to foster meaningful and inclusive collaboration that advances the Six Milestones and builds the collective impact infrastructure that leads to lasting results. Backbones and Backbone Leads agree to uphold, and to ensure that Backbone Guests are aware of and uphold, the following Code of Conduct at all times, including, for the avoidance of doubt, at Foundation Events or in virtual spaces, and regardless of the Foundation’s presence:
 - i. Provide a safe, respectful, and welcoming environment where all are allowed to fully express their ideas and opinions free from discrimination or harassment;
 - ii. Use best judgment to maintain appropriate, safe physical and nonphysical boundaries;
 - iii. Maintain the highest professional and ethical standards and conduct itself in a professional, respectful, tolerant, and inclusive manner at all times;
 - iv. Act in a manner that reflects positively upon the Foundation and the MBK Alliance, and inspire confidence, respect, and trust at all times, both during and outside Foundation Events;
 - v. Foster collaboration for the purpose of generating ideas that empower, share, innovate, learn, and develop the capacity to activate change;
 - vi. Value everyone’s ideas, skills, and contributions;
 - vii. Listen as much as you speak, ask respectful questions, and demystify context;
 - viii. Foster energy that builds “yes, and” ideas and permit the ability to stretch;
 - ix. Prioritize access for and input from those who are typically excluded or socially-marginalized;

- x. Actively involve diverse voices and those with subject matter expertise in all decision-making processes;
- xi. Ensure that relationships and conversations between and among the MBK Leadership Network and MBK Alliance are respectful, participatory, and productive; and
- xii. Ensure that Foundation property and technology are not broken, damaged, or interfered with.

The Foundation reserves the right to ask any Backbone or Backbone Personnel in violation of this Code of Conduct to leave the MBK Leadership Network or any MBK Leadership Network-sponsored activity. The Foundation also may immediately remove any Backbone or Backbone Personnel from the MBK Leadership Network for cause without obligation, if, at any time, the following occurs: (a) the Backbone or any Backbone Personnel becomes the subject of or causes shame, scandal or embarrassment to themselves or to the Foundation through any statement, action, or association known to the general public; (b) the Backbone or any Backbone Personnel is convicted of a crime of moral turpitude or commits any felony or acts of fraud, theft, or embezzlement; or (c) the Backbone or Backbone Personnel engages in any conduct in violation of Foundation policies and detrimental to the business, operations, or reputation of the Foundation.

5. **Engaged MBK Communities.** The MBK Alliance considers an MBK Community and their Backbone engaged when it:

- a. Communicates regularly with their Coach and as requested by the MBK Alliance and/or Foundation and abiding by the Communications described below.
- b. Attends meetings and check-ins scheduled by the Foundation, MBK Alliance, and/or Foundation affiliates.
- c. Completes all actions required for Certification and the Pathway to Population Level Change, including continuous improvement actions assigned through the Online Platform or otherwise directed by the MBK Alliance.
- d. Actively performs the role of a Backbone within their community (as determined in the MBK Alliance and/or Foundation's sole discretion).
- e. Complies with the terms and conditions of this Agreement.

An MBK Community cannot be engaged if its Backbone and Backbone Leads are not engaged. Requests for appearances by Foundation staff or other in-kind contributions will only be considered for engaged Backbones that provide reasonable advance notice (no less than 60 days); provided, however, that such requests shall be granted or denied in the Foundation's sole discretion.

6. **Communications.** One of the most important functions of a Backbone is accurate and timely communication with a wide variety of community stakeholders, including the Foundation and MBK Alliance. This Section outlines certain key responsibilities related to communications, while the Communications Guidance (*accessible through MBK Online Platform*) provides more comprehensive detail, including links to existing resources (logos, templates, collateral, etc.) as they become available.

- a. **Backbone Lead Staffing Transitions.** A Backbone must notify the Foundation in writing at least 15 days in advance of any proposed Backbone Lead transitions. All Backbone Lead transitions must be approved by the Foundation in writing. All inactive and former Backbone Leads will be removed from the MBK Leadership Network and all other spaces in which the MBK Leadership Network convenes.
- b. **Foundation Requests.** Backbones must respond to reasonable requests from the Foundation for additional data about the Backbone's projects, organization, and impact.
- c. **Stakeholder Communications.** Backbones must implement an intake/ communications process for local stakeholders interested in participating in their local MBK Community. This process should

include prompt follow up that honors the interest and potential contributions of those stakeholders. The MBK Alliance will not dictate or monitor these response times, but it is suggested that at minimum, a standard response email welcoming new stakeholders to the MBK Community and its next convening is sent within two days of the initial stakeholder contact.

- d. **Orientation to MBK Alliance Sessions.** The MBK Alliance and its Coaches will host bi-monthly 60-minute virtual “Orientation to MBK Alliance” sessions (“**Orientations**”) to provide context and clarity around the work of the MBK Alliance and the role of MBK Communities, Backbones, Community Members, and other stakeholders. Backbones shall encourage stakeholders to register to attend the Orientations on [the MBK Alliance website](#).
- e. **Referrals.** The MBK Alliance will connect Orientation attendees to the appropriate Backbone Leads after the Orientations. Backbone Leads shall promptly follow-up with all referred attendees from the MBK Alliance.
- f. **Communications Guidance.** Backbones and Backbone Personnel agree to comply with the Communications Guidance (*accessible through the Online Platform*). You acknowledge that all Foundation and MBK Alliance branding (including identification or association with the Foundation and MBK Alliance and, for the avoidance of doubt, identification as an MBK Community or Backbone), press and media opportunities, and other communications opportunities are limited to the Term described in Section 11(a).

7. The MBK Online Platform and Other Virtual Spaces.

- a. **Online Platform.** The Foundation’s MBK Online Platform provides Backbone Leads with a virtual space to “Certify, Learn, and Connect”. More information is found in the Online Platform Terms and Conditions (*accessible through MBK Online Platform*).

8. In-Person Convenings.

- a. **Participation in Foundation Events.** The Foundation reserves the right to deny entry to any Foundation Event to any specific individual in its sole discretion.
- b. **Substitutions at Foundation Events.** Invitations to Foundation Events are for the individual invitee only; substitutes or alternatives are only permitted as directed in writing by the Foundation, in its sole discretion. The Foundation may, in its sole discretion, invite other stakeholders within an MBK Community to attend, participate, facilitate, or otherwise engage in Foundation Events. In general, only Backbone Leads will be invited to Foundation Events.

9. Submissions; Appearance Releases; Minors.

- a. **Submissions.** When the Backbone voluntarily, or on the Foundation’s request, provides non-confidential comments, statements, stories, photographs, video, audio and/or other recordings, content, or media to the Foundation (“**Submissions**”), the Backbone grants the Foundation a perpetual, irrevocable, worldwide, sublicensable, royalty-free license to publish, reproduce, distribute, publicly perform, publicly display, edit, modify, create derivative works of and otherwise use the submissions in any manner or media and for any reasonable purpose at the sole discretion of the Foundation. The Backbone represents and warrants that it has all rights necessary to grant the foregoing rights and permission, including consents and releases from any Backbone Guests (or their parents/legal guardians as applicable) featured or depicted in its Submissions, and that no infringement or violation of any third party rights, including intellectual property rights, rights of publicity, or rights of privacy, will result from the use of its Submissions.
- b. **Photograph and Video Release.** The Foundation will document Foundation Events and other activities and programming in which the Backbone participates with photography, videography and/or sound recordings, including without limitation screencasts, screenshots, or recording of virtual Foundation Events (such as webinars or other online sessions) and may distribute or disseminate other communications, publications or media about the Program and the Backbone’s

and Backbone Guests' participation therein. The Backbone acknowledges and consents to the Foundation's right to make and use such materials in accordance herewith. The Backbone hereby grants the Foundation and its designees permission to use the likenesses, names, images, biographic information, voices ("**Likeness**") of the Backbone and any Backbone Guests and any material based thereon or derived thereon in photographs, videos, recordings, or other digital media ("**Content**") in any and all of its publications, including web-based publications, and in other publications or media, without further approvals or payment or other consideration. The Backbone agrees that all Content will be the sole property of the Foundation, and the Foundation may edit, distribute, publish, reproduce and otherwise exploit such Content. The Backbone also irrevocably authorizes the Foundation to reasonably edit, alter, copy, exhibit, publish, or distribute the Content for any lawful purpose. In addition, the Backbone waives any right to inspect or approve the finished Content products.

- c. **Minors.** The Backbone shall not invite any minor or other allow any minor to participate in Foundation Events without a Release signed by such minor's parent or legal guardian.
- d. **Release Forms.** The Backbone shall obtain, and is solely responsible for obtaining, signed consents and releases (the "**Releases**"), as applicable, covering its Backbone Guests' participation in the Program, including any minor participants, granting the Foundation the right to document Foundation Events and other activities as described in this Agreement. The Backbone hereby irrevocably transfers and assigns to the Foundation, and the Foundation hereby acquires from Backbone, all of the Backbone's rights, title and interests in and to all Releases collected by the Backbone pursuant to this Agreement. The Backbone shall give the Foundation, and any Foundation designee, all reasonable assistance and shall execute all documents necessary to assist and/or enable the Foundation to perfect, preserve, register and record its rights in any and all such Releases.
- e. For the avoidance of doubt, the rights and permissions granted to the Foundation in Sections 9(a), 9(b) and 9(d) are perpetual and survive termination or expiration of this Agreement.

10. Nonprofit Status; Foundation Events.

- a. The Foundation is a 501(c)(3) nonprofit organization registered in the United States. As such, the Foundation is subject to specific legal guidelines. Furthermore, the Foundation is a non-partisan, non-political organization. By Applicable Law, the Foundation is prohibited from intervening in any political campaign, and is significantly restricted in lobbying. The Backbone shall not use its association with the Foundation for or in connection with lobbying, influencing legislation, affecting the outcome of elections, engaging in political activities, running or campaigning for public office, inducing or encouraging violations of law or public policy, private inurement or improper benefit, or undertaking any activity for a non-charitable purpose. The Backbone hereby acknowledges that any rights or benefits granted to the Backbone under this Agreement have not been designated by the Foundation to support political campaigns, lobbying activities, or to otherwise support attempts to influence legislation.
- b. The Backbone agrees that if any Backbone Personnel choose to campaign for public office during the Term, the Backbone shall notify such Backbone Personnel that they must refrain from disclosing or describing the Backbone or their relationship with the Foundation or otherwise utilizing Foundation or MBK Alliance names, materials, or logos in furtherance of such Backbone Personnel's political campaign.
- c. If the Backbone, any Backbone Personnel, any Backbone program participants, or any other guests or invitees of the Backbone (collectively, "**Backbone Guests**") will attend any Foundation Event, the Backbone agrees to comply with, and to ensure that Backbone Guests are aware of and comply with, the Foundation's 501(c)(3) Guidelines (regarding compliance with Section 501(c)(3) of the United States Internal Revenue Code) found at obama.org/charity-law-compliance (the "**Charitable Organization Guidelines**") and any event policies (including any health, safety, or

conduct policies, including the Foundation's event code of conduct available at <https://obama.org/event-policies>) for such Foundation Event ("**Event Policies**" and together with the Charitable Organization Guidelines, the "**Event Guidelines**"), which Event Guidelines are subject to change from time to time at the Foundation's sole discretion. At Foundation Events, the Backbone must, and must ensure that Backbone Guests, comply with all reasonable directions of the Foundation. The Foundation reserves the right to deny entry to any Foundation Event to any specific individual (including any Backbone Guest) in its sole discretion. The Backbone acknowledges that: (i) it is responsible for its own security and property at any Foundation Event; and (ii) to the fullest extent permitted by Applicable Law, the Backbone releases and indemnifies the Foundation Indemnities from any and all liability for any and all Claims related to or on account of injury, death, or property damage arising out of or attributable to, directly or indirectly, Backbone's and/or Backbone Guests' attendance at or participation in any Foundation Event, whether arising out of the negligence of the Foundation or any Foundation Covered Parties or otherwise (excluding gross negligence).

11. Other Terms and Conditions.

- a. **Term and Termination.** The term of this Agreement will commence on the Effective Date and may be terminated by the Foundation at any time or by the Backbone with 10 days' notice to the Foundation (the "**Term**"). Upon expiration or termination of this Agreement for any reason, access to the Online Platform will be terminated and the Backbone shall promptly: (i) cease all use of the Foundation and MBK Alliance names, logos, and other assets granted pursuant to this Agreement or the Communications Guidance or otherwise approved in writing by the Foundation; (ii) return to the Foundation all Foundation-owned property or equipment in its possession or control; and (iii) return or destroy, at the Foundation's option, all Foundation Protected Information or Foundation materials in the Organization's possession or control.
- b. **Representations and Warranties.** The Backbone represents and warrants to the Foundation that it: (i) is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder; (ii) is organized and operated exclusively for charitable and nonprofit purposes; (iii) is under no obligation, contractual or otherwise, which might in any way interfere with its participation in the Program and/or its full and complete performance of the Agreement; (iv) has the rights necessary to grant to the other Party in connection with this Agreement; (v) has the registrations, licenses, permits, and governmental approvals required to participate in the Program and perform this Agreement; (vi) has and shall comply with all applicable international, national/federal, state/district/territorial/provincial, and/or local laws, statutes, regulations, rules, ordinances, orders and/or decrees, including any binding guidance or code of practice issued by a governmental, regulatory, and/or supervisory authority (collectively, "**Applicable Laws**"), including Applicable Laws concerning charitable fundraising and solicitations, money laundering, bribery, corruption, terrorist or criminal activity, and protection of minors; and (vii) will not infringe, misappropriate, dilute or otherwise violate the intellectual property rights (including rights of publicity or rights of privacy) of any third party.
- c. **Confidentiality.**
 - i. The Backbone shall use any Protected Information disclosed to it or otherwise made available to the Backbone solely for the purpose of fulfilling its obligations under the Agreement and shall keep such Protected Information strictly confidential until such time, if ever, such Protected Information becomes available to the public (other than as a result of a disclosure by the Backbone or any of its Representatives in violation of its or their confidentiality obligations). The Backbone will not, without the prior written consent of the Foundation, (A) use any Protected Information other than in connection with this Agreement, or (B) disclose, in any manner or via any media whatsoever, any such Protected Information other than to its Representatives.

- ii. The Backbone shall treat the Protected Information with at least the same degree of care as the Backbone uses to safeguard from unauthorized disclosure its own confidential and proprietary information of like importance, but in no event less than a reasonable degree of care. The Backbone may disclose Protected Information, on a need-to-know basis, to any of its directors, officers, managers, controlling members, employees, agents, approved subcontractors, affiliates, financing sources, or advisers (including, without limitation, attorneys, accountants, consultants, bankers and similar financial advisors) (collectively, “**Representatives**”) who (1) Backbone believes need to know the Protected Information for purposes directly related to this Agreement, (2) are informed of the confidential nature of the Protected Information, and (3) agree to abide by the confidentiality provisions of this Agreement. The Backbone will be responsible for any breach of this Agreement by any of its Representatives.
 - iii. In the event that the Backbone or any of its Representatives becomes legally compelled to disclose any of the Protected Information, the Backbone will notify the Foundation promptly so that the Foundation may seek a protective order or other appropriate remedy, or, in the Foundation’s sole discretion, waive compliance with this Section 11(c).
 - iv. For the avoidance of doubt, if the Backbone has previously executed a non-disclosure agreement in favor of the Foundation, nothing contained herein shall abrogate or in any way limit the terms and provisions of any such existing non-disclosure agreement.
 - v. For purposes of this Agreement, “**Protected Information**” means any and all non-public, confidential, or proprietary information about the Foundation disclosed before, on, or after the Effective Date, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” including, without limitation: (A) information concerning the Foundation’s: business, fundraising, operations, plans, finances, strategies, methodologies, or other affairs; capital and assets; technology and proprietary information of the Foundation; proprietary methods and processes; source code; data, lists, models, analytics, digital assets, and databases, and information contained therein; technical, financial and business information and data; lists of actual or potential donors; lists of individuals that are attending or invited to Foundation Events; details of Foundation Events not open to the general public (including, without limitation, time and place of events); (B) the existence and terms of this Agreement and any business or other relationship now or subsequently existing between Foundation and the Backbone; and (C) all information that the Foundation is required by third parties to keep confidential. Information shall not be considered Protected Information hereunder to the extent, but only to the extent that, such information (1) is or becomes publicly known and made generally available in the public domain through no action or inaction (including through no fault, default, or breach) of the Backbone or its Representatives, (2) is or was rightfully acquired by the Backbone from an independent third party on a non-confidential basis without a breach of such third party’s obligations of confidentiality, whether by a legal, contractual or fiduciary obligation, (3) is or was independently developed by the Backbone without use of or reference to any Protected Information or any materials or data of the Foundation, as shown by documents and other competent evidence in Backbone’s possession, or (4) must be disclosed pursuant to Applicable Law.
- d. **Publicity; Non-Disparagement.** Unless otherwise expressly permitted by this Agreement or the Communications Guidance, the Backbone shall not (i) use the names, logos, service marks or trademarks, or otherwise identify or refer to the Foundation or its directors, officers, employees, agents, representatives, contractors, principals, affiliates, partners, donors, products, services or programs, or President Barack Obama, First Lady Michelle Obama, or their children, parents,

siblings or other family members (collectively, including the Foundation ("**Foundation Covered Parties**")), or (ii) use, identify or refer to the transactions contemplated by this Agreement in any press releases, publicity, marketing, promotional material, or in any other public manner (including without limitation on a website or any social media channel) without the prior written consent of the Foundation. Unless otherwise expressly permitted by this Agreement or the Communications Guidance, no photographs, video or other media, articles, or papers related to or in any way associated with the Foundation Covered Parties or the Agreement shall be made public without the Foundation's prior written consent. If the Foundation approves, in its sole discretion, any type of use or activity described in this Section 11(d), the Backbone (A) shall comply with any use guidelines or restrictions communicated by the Foundation to the Backbone, (B) shall not disclose non-public details about the Agreement or other Protected Information, and (C) must accurately represent itself and its participation in the Program. The Backbone shall not make, publish, or communicate to any person or entity, or any media or in any public form, any defamatory, disparaging, or maliciously false remark, comment, or statement concerning any Foundation Covered Party. This Section shall not, in any way, preclude, restrict, or impede the Backbone from complying with any Applicable Law or testifying as required by lawful subpoena or other legal process, provided that such compliance does not exceed the minimum required by such law, or making good faith reports to governing regulatory bodies or authorities.

- e. **Indemnification.** The Backbone shall defend, indemnify and hold harmless the Foundation and the Foundation's directors, officers, employees, agents, representatives, contractors, principals, affiliates, successors, assigns, and others acting with authority from the Foundation (collectively, including the Foundation, the "**Foundation Indemnitees**") from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") or on account of injury, death, or property damage arising out of or attributable to: (i) the Backbone's or any Backbone Guest's participation and engagement with the Foundation and MBK Alliance; (ii) participation in Foundation Events or any other activities, programming, events, equipment, property, items, materials, giveaways, or other products or services operated, organized, held, facilitated, provided or made available to the Backbone or Backbone Guests at, during, or in connection with the Program; (iii) a breach of this Agreement by the Backbone or any Backbone Guests, whether arising out of the negligence of the Foundation or any Foundation Indemnitees or otherwise; (iv) a violation of any Applicable Law by the Backbone or any Backbone Personnel in connection with this Agreement; (v) any unauthorized use by the Backbone of any intellectual property of the Foundation or any third party; or (vi) any allegation that use of the Submissions, Content, or Releases as contemplated by this Agreement infringes, misappropriates, dilutes or otherwise violates any third party (including any Backbone Guest) intellectual property rights (including without limitation rights of privacy or rights of publicity) . The Backbone agrees not to make or bring any Claim against the Foundation or any other Foundation Indemnitee, and forever releases and discharges the Foundation and all other Foundation Indemnitees from liability under such Claims.
- f. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER THE FOUNDATION NOR ANY FOUNDATION INDEMNITEES WILL BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL CLAIMS AND OTHER MATTERS FOR WHICH THE FOUNDATION OR ANY FOUNDATION INDEMNITEES MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PROGRAM, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE, OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

- g. **Insurance.** Upon the Foundation's request, the Backbone shall obtain any necessary insurance coverage to mitigate the risk related to the Backbone's participation in the Program, and shall provide the Foundation with a certificate of insurance from the Backbone's insurer evidencing the insurance coverage specified. The certificate of insurance shall name the Foundation as an additional insured. Except where prohibited by Applicable Law, the Backbone shall require its insurer to waive all rights of subrogation against the Foundation's insurers and the Foundation.
- h. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by: (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such messenger or courier; (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received; or (iv) email, in which case notice shall be deemed delivered on the date of such email if received prior to 5:00 p.m. (time zone of the recipient) on a business day, but if not received prior to such time, then on the following business day. All notices to the Backbone shall be sent to the Backbone's address set forth below their signature and all notices to Foundation shall be addressed as follows: The Barack Obama Foundation, 5235 S. Harper Ct., Suite 1140, Chicago, Illinois 60615, Attention: Chief Legal Officer, Email: legal@obama.org. The foregoing addresses may be changed from time to time by notice to the other Party in the manner hereinbefore provided.
- i. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency between the Parties. The Backbone and its affiliates (including, without limitation, Backbone Personnel) will have no right or authority to act for, represent, bind, obligate, or commit the Foundation. The Backbone shall not attempt to enter into any contract, commitment, or other agreement, or incur any debt or liability of any nature in the name or on behalf of the Foundation. The Backbone shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of Backbone Personnel.
- j. **No Entitlement.** The Program does not include any benefits other than those specifically identified in this Agreement. These benefits may be amended or revoked at any time during the Term at the Foundation's sole and absolute discretion.
- k. **Waiver.** If either Party fails to enforce any of the provisions of this Agreement or any rights or remedies hereunder, such failure will not be considered to be a waiver of any of those provisions, rights, or remedies or in any way affect the validity of this Agreement. The failure of either Party to exercise any of such provisions, rights, or remedies will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or remedies that it has under the Agreement or pursuant to law. A Party shall be deemed to have waived a right of such Party under this Agreement only if the waiver is in a writing signed by the waiving Party.
- l. **Binding Effect; No Third-Party Beneficiaries; Assignment.** This Agreement shall be binding on and inure to the successors and permitted assigns of the Parties. Subject to the immediately preceding sentence, no person or entity other than the Parties has or will have any rights or remedies under this Agreement. This Agreement shall not be assigned in whole or in part by either Party without first obtaining the prior written consent of the other, and any attempted assignment without such prior written consent shall be void and of no force or effect.
- m. **Survival.** All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations with respect to the use of intellectual property and the rights and obligations set forth in Sections 9 (Submissions, Appearance Releases, Parental Consent of Minors) and 11 (Other Terms and Conditions).

- n. **Rights and Remedies; Equitable Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance, in equity, or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies. Backbone acknowledges and agrees that (i) a breach or threatened breach by the Backbone of any of its obligations under Sections 9 (Submissions; Appearance Releases; Minors), 10 (Nonprofit Status; Foundation Events), 11(c) (Confidentiality), and 11(d) (Publicity; Non-Disparagement) or any obligations relating to the use of any Party's intellectual property, would give rise to irreparable harm to the Foundation for which monetary damages would not be an adequate remedy, and (ii) in the event of a breach or a threatened breach by the Backbone of any such obligations, the Foundation will, in addition to any and all other rights and remedies that may be available to the Foundation at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security (to the extent permitted by Applicable Law), and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.
- o. **Entire Agreement.** This Agreement, including any Foundation Policies, and any addenda thereto, relating to the subject matter hereof, constitutes the entire agreement between the Backbone and the Foundation. This Agreement supersedes all prior or contemporaneous communications, representations, understandings and/or agreements, whether oral or written, relating to the Backbone's participation in the MBK Leadership Network. Except as explicitly set forth herein, there are no promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducement to the execution hereof or otherwise in effect among the Parties in connection with this Agreement. No modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a written instrument duly executed by both Parties. In the event of conflict between this Agreement and any Foundation Policy, the Foundation Policy shall prevail, unless this Agreement specifically states the intent to supersede a specific portion of a Foundation Policy.
- p. **Governing Law; Venue.** This Agreement, including all Foundation Policies, and any addenda thereto, shall be governed by and interpreted pursuant to the laws of the State of Illinois, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. The Parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state and federal courts located in Chicago, Illinois for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state or federal courts located in Chicago, Illinois, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.
- q. **Headings; Severability.** The headings in this Agreement are for the convenience of the Parties and shall not constitute a part of this Agreement nor be considered interpretative thereof. Every Section, paragraph, part, term or provision of this Agreement is severable from others. If any Section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the Parties agree that such provision will be given the maximum effect possible, so as to enforce the provision as closely as possible to the intent of the drafted language without causing the provision to be found void, invalid or unenforceable. However, if any provision of this Agreement cannot be

so saved, this Agreement shall be considered divisible as to such provision, which shall be inoperative, and the remaining Sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

- r. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that this Agreement and any written instrument delivered in connection herewith may be executed by electronic methods (whether by .pdf scan sent via email or facsimile or by use of an electronic signature platform or application).

12. **A Final Word about Accountability.** You shall review this Agreement carefully and strictly comply with the terms of this Agreement throughout the Term. If You breach or violate any of the terms of this Agreement, or any other agreement between You and the Foundation, the Foundation reserves the right in its sole discretion to: (a) suspend You from the MBK Leadership Network; (b) terminate Your participation in and association with the MBK Leadership Network; (c) terminate Your access to the Online Platform; (d) remove and/or replace any Backbone Leads; (e) if You are in violation of any material term of this Agreement, require You to return or repay any or all financial benefits and assistance provided to You under this Agreement and/or in connection with the MBK Leadership Network; and/or (f) to exercise any other rights or remedies available to the Foundation.

By signing below, You agree to abide by this Agreement to help us make this a positive and safe community for productive connections and exchange of ideas!

Thank you for participating in the Program, so that together we can make the MBK Leadership Network a thriving community of leaders supporting each other towards population level change for boys and young men of color!

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed and delivered by each Party's duly authorized representative as of the date set forth below.

Backbone:

Teaneck Public Schools

Signature:

Name:

Title:

Date:

Address: 651 Teaneck Rd, Teaneck, New Jersey 07666, United States

Foundation:

The Barack Obama Foundation

Signature:

Name:

Title:

Date:

Backbone Lead Appointment and Acknowledgement

This Backbone Lead Appointment and Acknowledgement is a part of and subject to the foregoing Agreement between the Backbone and the Foundation. The Backbone hereby names Paul Morgan as the Backbone's Primary Lead and Robert Davis as the Backbone's Secondary Lead.

By signing below, each Backbone Lead hereby accepts the position of Backbone Lead and agrees to be bound by the Agreement.

Primary Backbone Lead:

Signature:

Name:

Date:

Secondary Backbone Lead:

Signature:

Name:

Date:

**TREASURER OF SCHOOL FUNDS REPORT
TO THE BOARD OF EDUCATION**

**TEANECK BOARD OF EDUCATION
ALL FUNDS**

For the Month Ending February 28, 2025

Cash Report					
FUNDS		(1) Beginning Cash Balance	(2) Cash Receipts This Month	(3) Cash Disbursements This Month	(4) Ending Cash Balances (1) + (2) - (3)
	GOVERNMENTAL FUNDS				
1	Fund 10 - General Fund	33,693,360.73	9,035,342.67	10,334,173.91	32,394,529.49
2	Fund 20 - Special Revenue Fund	2,497,111.86	878,864.22	605,927.46	2,770,048.62
3	Fund 40 - Debt Service Fund	107,990.69	107,991.34	0.00	215,982.03
	Subtotal	36,298,463.28	10,022,198.23	10,940,101.37	35,380,560.14
4	Fund 30- Capital Projects Fund	34,570.47	0.00	0.00	34,570.47
5	Total Govermental Funds	36,333,033.75	10,022,198.23	10,940,101.37	35,415,130.61
	ENTERPRISE FUNDS				
6	Fund 60 - SACC & AD ED	2,234,260.44	126,769.02	80,083.19	2,280,946.27
7	Fund 61 - Food Service Fund	2,625,725.94	69,048.17	275,649.88	2,419,124.23
8	Total Enterprise Funds	4,859,986.38	195,817.19	355,733.07	4,700,070.50
	TRUST AND AGENCY FUNDS				
9	Fund 10 - Net Payroll	30,946.59	2,897,478.73	2,886,490.66	41,934.66
10	Fund 10 - Payroll Agency	412,268.64	2,524,255.24	2,493,760.66	442,763.22
11	Fund 10-Healthcare Fund	3,658,360.94	0.00	1,320,107.68	2,338,253.26
12	Unemployment Fund	23,108.40	0.00	0.00	23,108.40
13	Flexible Spending Fund	37,049.18	10,824.64	6,393.97	41,479.85
14	Fund 20-Student Activity Fund	264,995.65	38,932.16	37,328.41	266,599.40
15	Fund 20-Scholarship Fund	142,437.79	0.00	0.00	142,437.79
16	Total Trust & Agency Funds	4,569,167.19	5,471,490.77	6,744,081.38	3,296,576.58
17	Total All Funds	45,762,187.32	15,689,506.19	18,039,915.82	43,411,777.69

Prepared by:

Antoinette Kelly
Treasurer of School Funds

03/30/2025
Date

**TREASURER OF SCHOOL FUNDS REPORT
TO THE BOARD OF EDUCATION**

**TEANECK BOARD OF EDUCATION
ALL FUNDS**

For the Month Ending March 31, 2025

Cash Report					
FUNDS		(1) Beginning Cash Balance	(2) Cash Receipts This Month	(3) Cash Disbursements This Month	(4) Ending Cash Balances (1) + (2) - (3)
	GOVERNMENTAL FUNDS				
1	Fund 10 - General Fund	32,394,529.49	9,677,182.85	10,629,934.13	31,441,778.21
2	Fund 20 - Special Revenue Fund	2,770,048.62	1,176,703.42	757,608.71	3,189,143.33
3	Fund 40 - Debt Service Fund	215,982.03	(215,982.72)	0.00	(0.69)
	Subtotal	35,380,560.14	10,637,903.55	11,387,542.84	34,630,920.85
4	Fund 30- Capital Projects Fund	34,570.47	0.00	0.00	34,570.47
5	Total Govermental Funds	35,415,130.61	10,637,903.55	11,387,542.84	34,665,491.32
	ENTERPRISE FUNDS				
6	Fund 60 - SACC & AD ED	2,280,946.27	166,584.14	77,013.27	2,370,517.14
7	Fund 61 - Food Service Fund	2,419,124.23	211,396.43	8,235.76	2,622,284.90
8	Total Enterprise Funds	4,700,070.50	377,980.57	85,249.03	4,992,802.04
	TRUST AND AGENCY FUNDS				
9	Fund 10 - Net Payroll	41,934.66	2,765,375.63	2,815,432.52	(8,122.23)
10	Fund 10 - Payroll Agency	442,763.22	3,740,645.96	3,722,466.52	460,942.66
11	Fund 10-Healthcare Fund	2,338,253.26	336.00	926,610.79	1,411,978.47
12	Unemployment Fund	23,108.40	0.00	0.00	23,108.40
13	Flexible Spending Fund	41,479.85	10,824.64	7,610.71	44,693.78
14	Fund 20-Student Activity Fund	266,599.40	46,263.83	34,042.95	278,820.28
15	Fund 20-Scholarship Fund	142,437.79	0.00	0.00	142,437.79
16	Total Trust & Agency Funds	3,296,576.58	6,563,446.06	7,506,163.49	2,353,859.15
17	Total All Funds	43,411,777.69	17,579,330.18	18,978,955.36	42,012,152.51

Prepared by:

Antoinette Kelly
Treasurer of School Funds

4/20/2025

Date

Line	Budget Category	Account	(col 1)	(col 2)	(col 3)	(col 4)	(col 5)	(col 6)	(col 7)	(col 8)
			Original Budget	Revenues Allowed NJAC - 6A: 23A-13.3(d)	Original Budget For 10% Calc	Maximum Transfer Amount	YTD Net Transfers to / (from)	% Change of Transfers YTD	Remaining Allowable Balance From	Remaining Allowable Balance To
			Data	Data	Col1+Col2	Col3 * .1	3/31/2025 + or - Data	Col5/Col3	Col4+Col5	Col4-Col5
03200	TOTAL REGULAR PROGRAMS - INSTRUCTION	11-1XX-100-XXX	24,505,289	44,604	24,549,894	2,454,989	223,685	0.91%	2,678,675	2,231,304
10300 11160	Total Special Education - Instruction, Total Basic Skills/Remedial – Instruct., Total Bilingual Education –	11-2XX-100-XXX	15,582,286	6,415	15,588,701	1,558,870	(1,012,643)	-6.50%	546,227	2,571,513
12160 40580	Instruction, Total Undistributed Expend – Speech, OT,, Total Undist. Expend. – Other Supp. Serv	11-000-216, 217								
41080										
15180	TOTAL VOCATIONAL PROGRAMS	11-3XX-100-XXX	0	0	0	0	0	0.00%	0	0
17100 17600	Total School-Sponsored Co/Extra Curricul, Total School-Sponsored Athletics – Instr, Total Before/After School Programs, Total Summer School, Total Instructional	11-4XX-X00-XXX	1,106,919	6,300	1,113,219	111,322	(37,450)	-3.36%	73,872	148,772
19620 20620	Alternative Educatio, Total Other Supplemental/At-Risk Program, Total Other Alternative Education Progra, Total Other Instructional Programs - Ins									
21620 22620										
23620 25100										
27100	Total Community Services Programs/Operat	11-800-330-XXX	0	0	0	0	0	0.00%	0	0
29180	Total Undistributed Expenditures - Instr	11-000-100-XXX	15,800,420	7,707	15,808,127	1,580,813	(2,287,056)	-14.47%	(706,244)	3,867,869
29680 30620	Total Undistributed Expenditures – Atten, Total Undistributed Expenditures – Healt, Total Undist. Expend. – Guidance, Total	11-000-211, 213, 218, 219, 222	7,644,781	28,917	7,673,698	767,370	(191,164)	-2.49%	576,206	958,534
41660 42200	Undist. Expend. – Child Study Team, Total Undist. Expend. – Edu. Media Serv.									
43620										
43200 44180	Total Undist. Expend. – Improvement of I, Total Undist. Expend. – Instructional St	11-000-221, 223	1,558,484	2,757	1,561,241	156,124	(226,052)	-14.48%	(69,928)	382,176
45300	Support Serv. - General Admin	11-000-230-XXX	1,687,156	583	1,687,739	168,774	248,384	14.72%	417,158	(79,610)
46160	Support Serv. - School Admin	11-000-240-XXX	3,752,514	550	3,753,064	375,306	(226,193)	-6.03%	149,114	601,499
47200 47620	Total Undist. Expend. – Central Services, Total Undist. Expend. – Admin. Info. Tec	11-000-25X-XXX	1,578,920	18,466	1,597,386	159,739	2,265,433	141.82%	2,425,172	(2,105,695)
51120	Total Undist. Expend. – Oper. & Maint. O	11-000-26X-XXX	9,764,173	136,705	9,900,878	990,088	(91,292)	-0.92%	898,796	1,081,380
52480	Total Undist. Expend. – Student Transpor	11-000-270-XXX	9,926,788	0	9,926,788	992,679	(985,811)	-9.93%	6,868	1,978,489
71260	TOTAL PERSONNEL SERVICES –EMPLOYEE	11-XXX-XXX-2XX	16,314,570	56,577	16,371,146	1,637,115	417,006	2.55%	2,054,120	1,220,109
72020	Total Undistributed Expenditures – Food	11-000-310-XXX	0	0	0	0	0	0.00%	0	0
72120	Transfer of Property Sale Proceeds Res.	11-000-520-934	0	0	0	0	0	0.00%	0	0
72160	Increase in Sale/Lease-back Reserve	10-605	0	0	0	0	0	0.00%	0	0
72180	Interest Earned on Maintenance Reserve	10-606	0	0	0	0	0	0.00%	0	0
72200	Increase in Maintenance Reserve	10-606	0	0	0	0	0	0.00%	0	0
72220	Increase in Current Expense Emergency Re	10-607	0	0	0	0	0	0.00%	0	0
72240 72245	Interest Earned on Current Exp. Emergenc, Increase in Bus Adv. Res. for Fuel Costs, Increase in IMPACT Aid Reserve (General), Increase in IMPACT Aid Reserve (Capital)	10-607	0	0	0	0	0	0.00%	0	0
72246 72247										
72260	TOTAL GENERAL CURRENT EXPENSE		109,222,301	309,581	109,531,882	10,953,188	(1,903,153)	-1.74%	9,050,036	12,856,341

District: **Teaneck Board of Education**

Monthly Transfer Report NJ

Page 2 of 2

Month / Year: **Mar 31, 2025**

04/03/25

Line	Budget Category	Account	(col 1)	(col 2)	(col 3)	(col 4)	(col 5)	(col 6)	(col 7)	(col 8)
			Original Budget	Revenues Allowed NJAC - 6A: 23A-13.3(d)	Original Budget For 10% Calc	Maximum Transfer Amount	YTD Net Transfers to / (from)	% Change of Transfers YTD	Remaining Allowable Balance From	Remaining Allowable Balance To
			Data	Data	Col1+Col2	Col3 * .1	3/31/2025 + or - Data	Col5/Col3	Col4+Col5	Col4-Col5
75880	TOTAL EQUIPMENT	12-XXX-XXX-73X	11,486	3,865	15,351	1,535	90,628	590.35%	92,163	(89,093)
76260	Total Facilities Acquisition and Constr	12-000-4XX-XXX	1,040,962	1,540,014	2,580,976	258,098	232,286	9.00%	490,384	25,812
76320	Capital Reserve – Transfer to Capital Pr	12-000-4XX-931	0	0	0	0	0	0.00%	0	0
76340	Capital Reserve – Transfer to Debt Servi	12-000-4XX-933	0	0	0	0	0	0.00%	0	0
76360	Increase in Capital Reserve	10-604	0	0	0	0	0	0.00%	0	0
76380 76385	Interest Deposit to Capital Reserve, IMPACT Aid Reserve (Cap) Tr to Cap Proj	10-604	0	0	0	0	0	0.00%	0	0
76400	TOTAL CAPITAL OUTLAY		1,052,448	1,543,879	2,596,327	259,633	322,914	12.44%	582,546	(63,281)
83080	TOTAL SPECIAL SCHOOLS	13-XXX-XXX-XXX	0	0	0	0	0	0.00%	0	0
84000 84005	Transfer of Funds to Charter Schools, Transfer of Funds to Renaiss Schools	10-000-100-56X	8,679,907	0	8,679,907	867,991	(266,821)	-3.07%	601,170	1,134,812
84020	General Fund Contrib. to School-based Bu	10-000-520-930	0	0	0	0	0	0.00%	0	0
84060	GENERAL FUND GRAND TOTAL		118,954,656	1,853,460	120,808,116	12,080,812	(1,847,060)	-1.53%	10,233,752	13,927,872

School Business Administrator Signature

Date

Special Education Medicaid Initiative (SEMI) Action Plan

In accordance with N.J.A.C. 6A:23A-5.3(f) and (g), failure to maximize SEMI, each district that has less than 90 percent participation of SEMI eligible students in the prebudget year or has failed to comply with all program requirements set forth in N.J.A.C. 6A:23A-5.3(e) shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the district's proposed budget submission. Districts should determine which items below relate to their specific areas of weakness and then specify activities to be implemented to improve and maximize SEMI participation.

County: Bergen

District: Teaneck

Date: DATE YOU SUBMIT AP TO COUNTY OFFICE

Corrective Action Plan Table

SEMI Action Plan Components	District Activities for Compliance	Person(s) Responsible	Projected Timelines	Documentation of Completion/Implementation	Date
Parental Consent Forms: Procedures for obtaining signed paper or electronic parental consent forms, such as those delineated in the Parental Consent Best Practices document available on the EdPlan™ website. This includes procedures to document how annual notification for parental consent is disseminated to parents in order to maintain consent.	N/A	N/A	N/A	N/A	
<p>Establishing Benchmarks for Maximum SEMI Participation: Establish a benchmark of x percent for the current school year or for the first year that the district does not have an approved waiver pursuant to the provisions of N.J.A.C. 6A:23A-5.3(b), whichever is applicable, for obtaining maximum participation of all SEMI eligible students by the start of the subsequent school year.</p> <p>The benchmarks for the current school year or for the first year that the district does not have an approved waiver pursuant to (b) above, whichever is applicable, for achieving maximum participation shall close, at a minimum, the gap between current participation and maximum participation by 50 percent by the beginning of the subsequent school year; and</p> <p>The benchmarks shall be based on the percentage of parental consent forms collected from eligible students. The number of parental consent forms shall reflect one parental consent form or one document noting parental refusal for each eligible student.</p>	As per N.J.A.C 6A:23A-5.3(f), an action plan is required because 100 percent of budgeted revenue was not met. The FY 2022 SEMI program performance report showed 66% of revenue was achieved and triggered an action plan. In order to increase the maximum participation and increase the budgeted revenue to the required 100%, the following activities will take place: 1) Ensure an alternative revenue projection is completed each year. This will allow the District to receive a projection that reflects the actual number of students that receive Special Ed services. 2) Review monthly to ensure all services are delivered as per IEPs and logs maintained of sessions. 3) Ensure all independent contractors and agencies are included on the staff pool.	Case Managers, SEMI Coordinator, and Director of Special Services & Nursing Services	monthly	IEPs and provider logs. Contact with PCG is current and ongoing. List of eligible students in and out of district will be maintained by the SEMI Coordinator. Contracts and information from outside consultants.	
Documenting Health-related Evaluation Services: Procedures to ensure that all SEMI eligible health-related evaluation services are documented in the third-party administrator's system. Health-related evaluation Services are only claimable are only claimable for Medicaid if all requirements outlined in the SEMI Provider Handbook are met.	Monthly report of evaluations documented and turned into the CST secretaries to log all evaluations. If a evaluation is not turned in, the director will reach out to the provider to remind the them of the deadline for the report. Out of district providers are provided the same log and there is contact made with a school liaison in each building.	CST secretaries, CST director You place whoever would be responsible for duties in this column; should always be more than one person)	monthly	All services will be logged, reports filed and documented into 3rd party administrator's system. If providers fail to submit - district representative will continue to reach out while documenting. Logs available in CST office.	
Documenting SEMI Eligible Health-Related Services: Procedures to ensure that all SEMI eligible health-related services, including those provided by entities where the district has placed SEMI eligible students, are documented in the third-party administrator's system.	Monthly report of services documented and turned into the CST secretaries to log all activities. If a log is not turned in, the director will reach out to the provider to remind the them of the deadline for the log. Out of district providers are provided the same log and there is contact made with a school liaison in each building.	CST secretaries, CST director	Monthly	Monthly report of all services logged into third party administrator's system. If providers fail to submit - district representative will continue to reach out while documenting. Logs available in CST office.	
Validation of IEP on File: Procedures to ensure that a valid IEP is on file and the correct IEP date is documented in the third-party administrator's system for each SEMI eligible student for whom parental consent has been obtained.	Monthly check of pertinent report from PCG to ensure compliance. If out of compliance, immediately update information to bring to compliance	CST Directors	Monthly	Run report Monthly: Students needing IEP begin and end date	

SEMI Action Plan Components	District Activities for Compliance	Person(s) Responsible	Projected Timelines	Documentation of Completion/Implementation	Date
Validation of Service Provider Qualifications: Procedures to ensure that service providers used by the district and entities where the district has placed SEMI eligible students have valid licenses and certifications and that these SEMI provider qualifications are documented in the third-party administrator's system.	All in-district and out of district staff to provide copies of current licensure and certification information, at a minimum, at the start of each academic year.	CST secretaries	Summer/Fall of 2025	Current monthly report from PCG shows all licenses and certifications are unexpired.	
Participation in SEMI Training Opportunities: Procedures to ensure that staff participate in relevant training opportunities provided by the third-party administrator, including, but not limited to, regional meetings and online training.	Lead staff to attend regional trainings and related services staff to attend online trainings (webinars, etc.) provided by PCG.	Director of CST, CST secretaries, Business Administrators	At least one time a year	Documentation of participation with SEMI. Copies of certificates kept on file.	
Timely Certification of Quarterly Staff Pool List: Procedures to ensure that the quarterly staff pool list is certified under the time frames required in the implementation of cost settlement via the third-party administrator's system.	District director will work directly with the CST secretary to ensure that all deadlines are met and staff pool list is certified.	Director of CST	Monthly	Emails of reminders to staff secretaries for completion	

TEANECK BOARD OF EDUCATION

TAX LEVY SCHEDULE

2025-2026

<u>Due Date</u>	<u>General Fund</u>	<u>Debt Service</u>	<u>Total</u>
7/8/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
7/22/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
8/12/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
8/26/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
9/9/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
9/23/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
10/7/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
10/21/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
11/11/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
11/25/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
12/9/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08
12/23/2025	\$4,905,128.92	\$51,429.17	\$4,956,558.08

Total

58,861,547.00

617,150.00

59,478,697.00

<u>Due Date</u>	<u>General Fund</u>	<u>Debt Service</u>	<u>Total</u>
1/13/2026	\$3,838,078.42	-	\$3,838,078.42
1/27/2026	\$3,838,078.42	-	\$3,838,078.42
2/10/2026	\$3,838,078.42	-	\$3,838,078.42
2/24/2026	\$3,838,078.42	-	\$3,838,078.42
3/10/2026	\$3,838,078.42	-	\$3,838,078.42
3/24/2026	\$3,838,078.42	-	\$3,838,078.42
4/7/2026	\$3,838,078.42	-	\$3,838,078.42
4/21/2026	\$3,838,078.42	-	\$3,838,078.42
5/12/2026	\$3,838,078.42	-	\$3,838,078.42
5/26/2026	\$3,838,078.42	-	\$3,838,078.42
6/9/2026	\$3,838,078.42	-	\$3,838,078.42
6/23/2026	\$3,838,078.42	-	\$3,838,078.42

Total

46,056,941.00

0.00

46,056,941.00

Grand Total

104,918,488.00

617,150.00

105,535,638.00

Outstanding Checks as of February 28, 2025 Treasurer's Report**Warrant**

<u>Date</u>	<u>Ck#</u>	<u>Amount</u>
8/31/2022	132702	72.96
9/30/2022	134121	15.00
9/30/2022	134122	20.00
9/30/2022	134123	75.75
9/30/2022	134127	75.75
9/30/2022	134130	15.00
9/30/2022	134142	55.00
9/30/2022	134152	151.50
9/30/2022	134153	19.75
9/30/2022	134155	20.00
9/30/2022	134160	35.00
9/30/2022	134165	15.00
9/30/2022	134173	35.00
9/30/2022	134176	20.00
9/30/2022	134179	75.75
9/30/2022	134386	8.12
10/31/2022	134660	690.00
10/31/2022	134687	65.00
11/30/2022	135089	65.00
1/31/2023	135472	1,413.00
1/31/2023	135630	120.50
1/31/2023	135731	56.16
2/28/2023	135874	67.38
2/28/2023	135979	511.00
2/28/2023	135984	511.00
2/28/2023	136041	511.00
2/28/2023	136008	1,022.00
2/28/2023	136093	511.00
2/28/2023	136100	511.00
2/28/2023	136181	511.00
3/31/2023	136446	146.00
3/31/2023	136673	65.00
3/31/2023	136701	65.00
5/31/2023	137310	28.32
5/31/2023	137361	700.00
5/31/2023	137426	85.00
5/31/2023	137428	175.00
5/31/2023	137611	90.00
6/30/2023	137854	7,678.90
6/30/2023	138118	511.00

Payroll

<u>Date</u>	<u>Ck#</u>	<u>Amount</u>
10/31/2022	245125	647.00
11/30/2023	245648	145.26
11/30/2023	245658	3,880.07
12/31/2023	245710	3,220.40
1/31/2024	245726	3,266.87
3/31/2024	245801	189.70
3/31/2024	245802	237.11
4/30/2024	245819	3,612.59
8/31/2024	245930	1,810.24
8/31/2024	245931	1,891.76
8/31/2024	245933	1,773.25
8/31/2024	245934	1,934.50
8/31/2024	245936	1,864.67
8/31/2024	245937	958.28
8/31/2024	245938	1,129.82
10/31/2024	246531	195.25
		<u>\$26,756.77</u>

Payroll Agency

<u>Date</u>	<u>Ck#</u>	<u>Amount</u>
6/30/2023	Due to Current Fund	10,999.71
6/30/2023	Mentor Fees	1,000.00
6/30/2023	Due to CF-HB Contr	7,766.55
7/14/2023	FSA	619.92
6/30/2024	20085	1,622.51
1/31/2024	Mentor Fees	871.83
2/29/2024	Mentor Fees	886.52
3/31/2024	Mentor Fees	896.16
4/30/2024	Mentor Fees	881.44
5/31/2024	Mentor Fees	1,081.44
6/30/2024	Mentor Fees	762.52
8/15/2024	NJEA	2.78
8/15/2024	Prudential	147.22
8/15/2024	Teamsters Dues	921.50
8/31/2024	20107	71.67
		<u>\$28,531.77</u>

6/30/2023	138174	511.00
6/30/2023	138208	511.00
10/31/2023	139227	1,410.00
11/30/2023	139485	66.00
11/30/2023	139510	75.00
11/30/2023	139513	134.00
1/31/2024	140224	18.75
1/31/2024	140228	18.75
1/31/2024	140229	18.75
1/31/2024	140231	75.00
1/31/2024	140239	75.00
1/31/2024	140241	75.00
1/31/2024	140252	175.00
1/31/2024	140261	56.25
1/31/2024	140262	18.75
1/31/2024	140267	75.00
1/31/2024	140440	1,165.00
1/31/2024	140465	582.50
1/31/2024	140471	582.50
1/31/2024	140566	582.50
2/29/2024	140668	2,120.00
2/29/2024	140704	56.25
2/29/2024	140904	71.33
2/29/2024	141064	95.00
2/29/2024	141095	125.00
4/30/2024	141484	1,600.00
4/30/2024	141685	300.00
4/30/2024	141758	200.00
4/30/2024	141806	610.00
5/31/2024	142028	325.00
5/31/2024	142086	250.00
6/30/2024	142168	250.00
6/30/2024	142188	112.35
6/30/2024	142487	232.62
6/30/2024	142561	582.50
6/30/2024	142690	582.50
6/30/2024	142803	2,330.00
6/30/2024	142847	4,599.00
8/31/2024	143092	384.74
8/31/2024	143100	582.50
8/31/2024	143111	1,756.43
10/31/2024	143581	362.00
11/30/2024	143988	300.00
		<u>\$40,871.81</u>

FSA

<u>Date</u>	<u>Ck#</u>	<u>Amount</u>
3/2/2022	1993	15.00
3/28/2022	2002	10.99
6/30/2022	2028	<u>135.43</u>
		<u>\$161.42</u>

**Student Activity
Account (Federal**

<u>Date</u>	<u>Ck#</u>	<u>Amount</u>
3/28/2024	655	52.36
5/31/2024	708	887.57
5/31/2024	730	69.96
8/31/2024	759	561.60
11/30/2024	815	<u>76.72</u>
		<u>\$1,648.21</u>

**Athletic
Account(Federal
Credit Union)**

<u>Date</u>	<u>Ck#</u>	<u>Amount</u>
10/31/2024	700105	67.00
10/31/2024	700132	67.00
10/31/2024	700163	120.00
11/30/2024	700173	<u>67.00</u>
		<u>\$321.00</u>

Community Ed

<u>Date</u>	<u>Ck#</u>	<u>Amount</u>
10/31/2024	128	<u>1,386.00</u>
		<u>\$1,386.00</u>

Grand Total All Accounts**\$99,676.98**

**New Jersey Department of Education
Division of Early Childhood Education**

**Preschool Education Aid
2025-26 DISTRICT BUDGET PLANNING WORKSHEET**

District:
Teaneck Twp

County:
Bergen

Resident General Education Students	Projected Enrollment	Estimated Preschool Education Aid (PEA)
Projected GENERAL EDUCATION Enrollment in District	312	\$5,064,696
Projected GENERAL EDUCATION Enrollment in Head Start	0	\$0
Projected GENERAL EDUCATION Enrollment in Providers	30	\$547,380
Projected GENERAL EDUCATION Enrollment in Charter Schools	0	\$0
	342	\$5,612,076

Tuition from Other LEAs	
Prior Year PEA Carryover	\$1,426,987
LESS PEA Deduction: 25% of Carryover	-\$356,747
Minimum Amt for Students w/Disabilities in Gen Ed Classrooms*	\$779,184
Additional Amt for Students w/Disabilities in Gen Ed Classrooms	
Additional Contribution from the General Fund	

Total Estimated Preschool Education Aid, Tuition, Carryover, and Special Education Funding	\$7,461,500
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Description	Account Number	Amount Budgeted
INSTRUCTION	20-218-100-	
Salaries of Teachers	20-218-100-101	\$1,881,171
Teacher Salaries		\$1,788,021
Relief Teacher Salaries		\$93,150
Teacher stipends for professional development		
Substitute teacher stipends		
Other Salaries for Instruction	20-218-100-106	\$0
Teacher Assistant Salaries		\$0
Teacher Assistant stipends for professional development		
Substitute teacher assistant stipends		
Unused Vacation Payment to Terminated/Retired Staff	20-218-100-199	
Purchased Professional and Educational Services	20-218-100-321	\$1,000,000
Other Pur. Serv. (400-500)	20-218-100-500	
Tuition to Other LEA's within the State - Regular	20-218-100-561	
Supplies and Materials	20-218-100-600	\$86,320
Other Objects	20-218-100-800	\$10,000
SUBTOTAL - INSTRUCTION		\$2,977,491
SUPPORT SERVICES	20-218-200-	
Sal. of Supervisors of Instruction	20-218-200-102	\$153,645
Sal. of Principals/Asst. Principals/Program Directors	20-218-200-103	\$363,615
Sal. of other Professional Staff	20-218-200-104	\$255,542
Sal. of Secretarial & Clerical Assistants	20-218-200-105	\$346,949
Other Salaries	20-218-200-110	\$215,586
Fiscal Specialist		\$19,149
Custodian		\$96,437
Security guard		\$100,000
Family/Parent Liaison	20-218-200-173	\$97,907
PIC/PIRS Coach	20-218-200-176	\$284,780
Unused Vacation Payment to Terminated/Retired Staff	20-218-200-199	
Personnel Services - Employee Benefits	20-218-200-200	\$1,468,105
Purchased Educational Services - Contracted Pre-K	20-218-200-321	\$547,380
Purchased Educational Services - Head Start	20-218-200-325	\$0
Other Purchased Professional - Education Services	20-218-200-329	\$55,000
Other Purchased Professional Services	20-218-200-330	\$20,000
Cleaning, Repair and Maintenance Services	20-218-200-420	\$150,000
Rentals	20-218-200-440	\$200,000
Contracted Services - Transportation	20-218-200-511	
Contracted Services (Field Trips)	20-218-200-516	
Travel	20-218-200-580	\$4,500
Miscellaneous Purchased Services	20-218-200-590	\$55,000
Supplies and Materials	20-218-200-600	\$56,000
Other Objects	20-218-200-800	\$20,000
SUBTOTAL - SUPPORT SERVICES		\$4,294,009
FACILITIES ACQ. CONSTR. SERVICES	20-218-400-	
Instructional Equipment	20-218-400-731	\$190,000
NonInstructional Equipment	20-218-400-732	
SUBTOTAL - FAC. ACQ. & CONSTRUCTION		\$190,000
TOTAL		\$7,461,500

\$0

**Minimum Amt for Students w/Disabilities in Gen Ed Classrooms" is calculated by applying the estimated PEA county rate to each classified special education child in general education classrooms (full-time only) entered in Table 1, based on their program. This is the estimated minimum amount needed to educate such students; any additional amounts needed may be entered on the subsequent line, "Additional Amt for Students w/Disabilities in Gen Ed Classrooms".

March 31, 2025

Anthony D'Angelo
Teaneck Board of Education
1315 Taft Road
Teaneck, NJ 07666

Re: Contract Extension – Bid 01-23a, Trash Removal Services

Dear Mr. D'Angelo,

Thank you for the opportunity for Interstate Waste Services of New Jersey, Inc., "IWS", to renew our contract for an additional year.

The terms of this one-year renewal will be in effect 7/1/25 – 6/30/26 with a CPI increase of 2%. This increase will change the fixed rate from \$10,326.50 monthly to \$10,533 monthly - \$126,396 annually.

If you are in agreement with this proposal, please sign below and return to my attention.

Thank you.

Best regards

Neretta Thompson
Municipal & Gov't Bid Manager

I hereby agree to extend the terms of Bid 01-23a for a period of one year, 7/1/25 – 6/30/26.

Signature: _____

Print Name : _____

Title: _____

Date: _____



Phone: 732-888-1188
Fax: 732-888-1190
Website: www.auroraenvironmentalinc.com

1102 Union Avenue
Union Beach, N.J. 07735

January 10, 2025

Teaneck Board of Education
1315 Taft Road
Teaneck, N.J. 07666

Attention:	Anthony D'Angelo
Phone:	201-833-5526
Email:	adangelo@teaneckschools.org
Reference:	REVISED Tank Installation Proposal
Site:	Benjamin Franklin Elementary School 1315 Taft Road Teaneck, N.J.

Aurora Environmental, Inc. was established in 1992 and has specialized in the field of Underground Storage Tanks for over 33 years. Aurora is the one and only source you need to handle your environmental issues. Aurora supplies qualifications that are unsurpassed in the industry. Aurora Environmental, Inc. is certified by the NJDEP for the Removal, Installation, Testing and Sub-Surface Evaluation of Underground Storage Tanks.

Aurora Environmental, Inc.'s key personnel have over 33 years' experience in the environmental and underground storage tank fields. Aurora Environmental, Inc.'s personnel are trained and certified by O.S.H.A. and the NJDEP.

Aurora Environmental, Inc. prides itself on providing its clients with the knowledge that the services provided are supplied by Aurora's own personnel. Services provided include tank removal, tank installations, soil testing, and NJDEP Reporting.

Aurora Environmental, Inc. is a company staffed with qualified professionals and technicians providing highest quality, cost effective solutions that meet the challenges of governmental, industrial and residential concerns, large or small projects while keeping our clients' needs as our priority concern.

John DiGregorio
President

NJ STATE CONTRACT #42274

TANK INSTALLATION PROPOSAL

Teaneck Board of Education

**Site: Benjamin Franklin Elementary School
1315 Taft Road Teaneck, N.J.**

SCOPE OF SERVICES AND TECHNICAL PROCEDURES

Introduction

Aurora would like to take the opportunity to thank you for allowing us to provide the following proposal. The proposal is outlined based upon the information available at the present time. If site conditions change or there is a change in the scope of activities, Aurora will provide a written estimate or change order to address any additional activities not specifically outlined.

Overview

As per our conversation and site visit, you have requested that Aurora Environmental, Inc. to provide a proposal for the installation of one (1) 2,000 gallon “split” (1,700 gasoline & 300 diesel) aboveground storage tank and related accessories at the **Site: Benjamin Franklin Middle School 1315 Taft Road Teaneck, N.J.** The overall scope of work will be engineering, permitting, site work, concrete tank foundation pad, tank installation, accessory, piping, dispenser installation, electrical, tank monitoring system installation and system startup. I have provided this pricing based upon Aurora’s current State Contract. The base proposal is for the installation of one (1) 2,000 gallon “split” aboveground storage tank with accessories in the same vicinity as the underground storage tank scheduled for removal. I have provided a price breakdown for your review and pricing is based upon our existing NJ STATE CONTRACT.

SCOPE OF SERVICES

After reviewing the site and its current condition, I have compiled the following proposal. Aurora will provide all labor, materials and incidental equipment to install one (1) 2,000 gallon “split” “Fireguard” Aboveground Storage Tank. The tank will be a 2,000-gallon double-walled aboveground storage tank. The base bid work will be performed on the property located on the **Site: Benjamin Franklin Middle School at 1315 Taft Road Teaneck, N.J.** The general scope of work will entail engineering, permitting, concrete pad, dispenser installation, installation of accessories, electrical, installation of impact protection and system start-up. All fieldwork shall be conducted in accordance with the Occupational Safety and Health Administration (OSHA) regulations (24 CFR Part 1910.120).

TECHNICAL PROCEDURES

Technical specifications and procedures pertaining to the installation of the aboveground storage tank at the property located at the **Site: Benjamin Franklin Middle School at 1315 Taft Road Teaneck, N.J.** are compiled in the following sections. Further, thirteen (13) major tasks are identified as part of the tank installation activities; these tasks include:

Engineering
Permitting
Site Work
Concrete Pad
Tank Placement & Testing
Accessory Installation
Piping Installation
Dispenser Installation
Electrical Installation
Tank Monitoring Installation
Fuel Management System Installation
Impact Protection
System Start-up

ENGINEERING

In accordance with your request, Aurora Environmental Inc. is pleased to present this proposal to perform Engineering Services which will consist with the assistance of construction of the proposed "Tank Installation Proposal" and providing signed and sealed drawings for the purpose of obtaining construction permits for the referenced project. The project is located, **Site: Benjamin Franklin Middle School at 1315 Taft Road Teaneck, N.J.**

Data regarding the subject property indicates that the property is an existing Public School with maintenance facility and the overall scope of this project is to obtain Construction Permits from the Township of Teaneck Construction Department which will be provided for the construction of the "New Aboveground Tank Installation" as submitted.

Background

We at Aurora Environmental, Inc. have based our proposal that Teaneck Board of Education, hereafter, referred to as "owner" will provide our engineer with the most current Site Plan of the existing site in "DWG" and/or CAD format. The existing Site Plan is required so we can complete the update of the existing Site Plan depicting the "Tank Installation Proposal".

Purpose and Scope of Work

The purpose of our Scope of Work is to provide engineering services regarding the mechanical and structural design to be submitted on scaled, signed and sealed drawings to be submitted to the Teaneck Board of Education for permit processing. To accomplish this purpose, our Services would be limited to the following:

- 1) A site visit to observe present site conditions and to assist with design and location of proposed equipment.
- 2) Signed and sealed plans showing the installation of the aboveground storage tank. Including Site Plan Showing AST, and building. The design will be in an area where an existing portable storage trailer is located. The tank's initial design will be to the northwest portion of the front of the building and located adjacent to the existing underground storage tank scheduled for removal.
- 3) Project details for the design of the "Tank Installation Proposal" Including Tank Foundation Slab, AST drawing with all piping and impact protection.

- 4) Design will utilize single wall piping for the fuel related pipes.

Our scope of work will not include any task not specifically described above, including, but not limited to, electrical, electrical service upgrades to the building, installation of any equipment, certifying that equipment provided by owner will be acceptable to local code department. Any additional time necessary will be invoiced at the unit rates provided. Prior to initiation of our activities, we require a copy in editable format of the existing Site Plan drawings (CAD, "DWG" format) along with a certified survey of the property.

This estimate is based on the anticipated scope of work and hours outlined above, which represents our judgment as to the level of effort requested. We will notify you of any conditions requiring an increase in the budget estimate as soon as any such conditions become evident. The fee includes all structural and mechanical design to be submitted for the permit process. Any additional corrections or modifications will be billed at the hourly rate of \$250 hour for principal and \$280 hour for engineering.

PERMITTING

Aurora will be responsible for obtaining all necessary permits to perform tank installation activities. Aurora will call for all necessary inspections. **The owner** will be responsible for paying all fees applicable to permit costs. Note, any engineering designs, zoning variances etc. will be the responsibility of the owner.

SITE WORK

The tank location area is scheduled to be installed in the same location that the existing underground storage tank is scheduled for removal. The plan is to remove the existing underground storage tank and to install the new tank system in the same location. Aurora will provide all necessary equipment for the Site Work required for the completion of this project. The site work will include all excavation, grading and compacting of subgrade material. Aurora will install four (4) 3/4" rigid galvanized underground conduits and will terminate the conduit at the building and at the new tank location. Aurora will call for all necessary underground inspections. Once all inspections have been completed, Aurora will backfill and compact all trenches and excavations.

CONCRETE PAD

Aurora will furnish all labor and materials to install one (1) tank foundation concrete pad. The concrete pad will be installed as outlined by the manufacturer's recommendations. The pad dimensions will be 18' in length by 10' in width and 13" in depth. The pad will be installed with two mats of #4 rebar equally spaced 11-3/4" on center in both directions with a minimum of 2" of clearance on all sides. The comprehensive strength of the concrete will be 4,500psi. Aurora will call for all necessary inspections prior to pouring of the concrete pad. Aurora will provide concrete test results for all concrete material supplied. In addition, Aurora will provide and install one (1) concrete fueling pad in front of the newly installed aboveground storage tank, the pad dimensions will be 10' x 18' x 8" in depth.

TANK PLACEMENT & TESTING

Once the concrete pad has properly cured, Aurora will schedule the delivery of the new aboveground storage tank. Aurora will provide all necessary equipment and rigging to properly off-load the storage tank onto the newly installed concrete pad. Once the tank has been placed in its final location, Aurora will proceed with testing the aboveground storage tank. Aurora will temporarily plug all openings and air test the new aboveground tank. The primary tank will be air tested between the ranges of 3psi. to 5psi. for a period of one (1) hour. If the air test is favorable, Aurora will then proceed with the installation of the accessories.

ACCESSORY INSTALLATION

Aurora will provide all labor and incidental materials to install the tank top accessories. The tank top accessories will include the installation of overspill protection, overfill protection, 2" clock gauge, and emergency vent package, and overfill prevention valve and atmospheric vents.

PIPING INSTALLATION

Aurora will supply and install two (2) 1.5" schedule 40 black iron pipes for the supply line for the tank mounted red-jacket 3/4hp submersible pumps which will supply fuel to the gasoline and diesel dispensers. All aboveground piping will receive two (2) coats of exterior white oil-based paint for corrosion protection. All aboveground piping will be installed and will be anchored with uni-strut and equivalent anchor strapping. In addition, Aurora will install one (1) 1.5" ball valve.

DISPENSER INSTALLATION

Aurora will provide all labor and material to install one (1) dual product/dual hose Gasboy remote dispenser. The dispenser will be installed on top of stainless-steel elevated platform to serve as the aboveground containment sump beneath the dispenser. Aurora will provide and install all new flexible hoses, emergency breakaways and nozzles.

ELECTRICAL INSTALLATION

The electrical installation for this project will include the installation of all aboveground conduits which will be connected to existing underground conduits. The conduits installed aboveground at the tank location will be 3/4" rigid conduit. All tank location area conduit will be addressed as Class I, Division I explosion area. All electrical fittings will meet these criteria and will be rated as explosion proof. Any interior conduits will be metallic EMT with compatible fittings. Aurora will provide all wire from the tank area to the existing panel. Aurora will utilize the existing circuits in the existing panel. Aurora will utilize the existing conduits underground and will connect the new aboveground conduit to the underground per code. Aurora will provide all required explosion proof junction boxes, conduit, fittings and wire. Aurora will obtain an electrical permit from the governing agency for the electrical activities outlined.

TANK MONITORING SYSTEM INSTALLATION

Aurora proposes to install one (1) new Veeder-root TLS4b Console. The system will be equipped with remote communication, which will require network communication, which will be provided by the owner. Aurora will provide and install all required conduits, wiring and low voltage wire back to the newly installed aboveground storage tank. Aurora will remove and replace all control and power wiring for the tank monitoring system. In addition, Aurora will install a remote overfill alarm and acknowledgement switch. The console will be mounted in the generator space and all remote communication will be provided by the owner.

FUEL MANAGEMENT SYSTEM INSTALLATION

Aurora will provide and install one (1) Gasboy Islander Prime. Aurora will install Gasboy Prime in the middle of the fuel island for ease of access. Aurora will provide all new conduits out at the island. We will install CAT-5 Ethernet cable to be connected directly to the Islander Prime and Fleet Head Office software to be installed inside the office PC. The FMS will be mounted and wired, with the communication wires from the new dispensers and pulsars. Aurora will provide and install approximately 50' of CAT-5 communication cable from Islander Prime to the PC or network location area inside the building.

The Islander Prime will be connected to the new dispensers and will be programmed accordingly. Aurora will install a new CAT-5 cable to be integrated with the existing server network. If no network server is present within the building, then the owner will be required to provide wireless Ethernet card for communication to the existing server. The scope of work will include the programming of approximately 30 vehicles by utilizing the Gasboy Mifare Key fobs.

Aurora will install the above-listed equipment as outlined. Aurora will replace all incidental electrical connections, wiring and conduit to complete the FMS installation. Aurora assumes that all underground electrical connections are code compliant. Any additional electrical components not specifically stated will be billed at an additional charge to this estimate.

IMPACT PROTECTION

Aurora will provide and install ten (10) 6" concrete filled bollards for impact protection. Aurora will install the bollards not to exceed a distance greater than 48" on center spacing. The bollards will receive a 18" diameter footing and will be installed with a footing depth of 42". The concrete strength will be 3,000psi and all bollards will receive two (2) coats of oil-based exterior "safety yellow" paint.

SYSTEM START-UP

Aurora will provide system start-up on the newly installed aboveground storage tank system and components. Aurora will prime and run the system through a complete cycle to ensure proper installation.

TANK INSTALLATION PROPOSAL

Teaneck Board of Education

**Site: Benjamin Franklin Elementary School
1315 Taft Road Teaneck, N.J.**

EQUIPMENT LIST

- (1) 2,000 Gallon "Split" (1,700 gas/300 diesel)
Double-Walled "Fireguard" Aboveground Storage Tank
- (2) 2" AST overfill protection valves
- (1) Up flow Vent
- (1) Gasoline Vacuum Vent
- (2) Morrison Bros. Clock Gauge (shows inches for manually recording tank levels)
- (2) 1.5" Solenoid Valve
- (2) 6" Emergency Vents
- (2) ¾hp Submersible Pumps
- (2) Piping: Aboveground black iron pipe 1.5" painted white, ball valve,
- (1) Gasboy 9153 Dual Hose/Dual Product Dispensers Stainless Steel
- (2) Dispenser Fueling Packages, hoses, nozzles, breakaways, swivels, high-hose retrievers
- (1) Dispenser Sumps with stabilizing bars, shear valves, flex connectors, entry boots
- (1) Veeder-Root TLS4b Console with software, (2) tank probe, (1) interstitial sensor, caps, and adapters, overfill alarm and acknowledgment switch.
- (1) Gasboy Islander Prime Fuel Management System for use with two mechanical pumps
- (1) Gasboy Single Site Fleet Head Office (FHO) Software
- (1) Gasboy Fleet Head Office Mifare Tag Reader
- (30) Gasboy Mifare Red Wireless Key Fobs

PRICING

TANK INSTALLATION PROPOSAL

Teaneck Board of Education

**Site: Benjamin Franklin Elementary School
1315 Taft Road Teaneck, N.J.**

PRICED AS OUTLINED BY NJ STATE CONTRACT #42274

Engineering
Permitting
Site Work
Concrete Pad
Tank Placement & Testing
Accessory Installation
Piping Installation
Dispenser Installation
Electrical Installation
Tank Monitoring Installation
Fuel Management System Installation
Impact Protection
System Start-up

TOTAL PRICE

\$267,290

Items not covered:

1. Permit Fees (if applicable)
2. Disposal of Any Material
3. Remediation of UST
4. Conduit & Wire (not specifically outlined)
5. PC in supervisor's office and/or server configuration
6. Restoration (asphalt)

CUSTOMER ACCEPTANCE

TANK INSTALLATION PROPOSAL

Teaneck Board of Education

Site: Benjamin Franklin Elementary School
1315 Taft Road Teaneck, N.J.

TERMS AND CONDITIONS

NOTES: All labor pricing is based on a portal-to-portal basis; times will be adjusted accordingly. Also, any additional time, disposal or backfill required for this project will be billed at the unit rates supplied. The proposal does not cover any excavating, staging, transportation and disposal of contaminated soil. No Shoring, Restoration and/or Site Security are part of this proposal.

It should be noted this is from portal to portal and that time and one-half charges apply before 0700 and after 1500 weekdays and Saturday. Double time for Sunday work and triple time for holiday work. This proposal is priced using **NJ PREVAILING WAGE RATES**.

Aurora Environmental, Inc. has based this proposal on the information supplied at the present time. If site conditions change or if there is a change in the scope of work, Aurora will supply a written change order request for your approval.

Please note –All additional activities will not be performed without written authorization from the owner or its representatives. Also, any additional permitting and/or fees required will be billed at cost plus 15%.

To proceed, Aurora will require written authorization and a purchase order in the amount outlined in this proposal for the removal and installation with the **total amount of \$267,290.00**. All invoices are to be paid within 30 days of the invoice date; any deviation in this payment policy will result in a finance charge assessed at the rate of 1.5% monthly.

If after review of this proposal, you should have any questions please feel free to contact me at 732-888-1188.

Respectfully Submitted by,



John DiGregorio
President

JDD/ta

Accepted by _____

Print Name _____

Date _____

Purchase Order # _____

ESTOPPEL CERTIFICATE (PPA & LEASE)

This ESTOPPEL CERTIFICATE (this “Estoppel Certificate”), dated as of _____, 2025 is executed by Teaneck Board of Education (the “Undersigned”).

A. The Undersigned and Teaneck Solar LLC (as successor in interest to Teaneck LLC) (the “Company”) are parties to that certain Solar Power Purchase Agreement, dated as of July 16, 2020 and amended pursuant to that certain First Amendment of Power Purchase Agreement dated as of February 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “PPA”).

B. The Undersigned and Company are parties to that certain Project Site Lease Agreement, dated as of September 10, 2020 and amended pursuant to that First Amendment of Project Site License Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “License”). The License and the PPA are sometimes referred to each as an “Agreement” and collectively as the “Agreements”).

C. Empower Fund 1 LLC (“Seller”) and [_____] (“Buyer”) are negotiating a purchase and sale transaction in which Seller intends to assign all of its rights, title and interests in and to the Agreements to Buyer on or about [_____] 2025 (the “PPA Assignment Date”).

The Undersigned hereby confirms to the Company, Seller and Buyer as of the date first set forth above that:

1. (i) Neither the Undersigned nor, to the Undersigned’s Knowledge, the Company, is in default of any other obligations under the Agreements or has failed to perform any obligation and (ii) no event or condition exists that would either immediately or with the passage of time or giving of notice, or both, (a) constitute a default by the Undersigned or the Company under the Agreements or (b) enable the Undersigned or the Company to terminate or suspend its obligations (or the performance of such obligations) under the Agreements. To the Undersigned’s Knowledge, no event of force majeure or Force Majeure, to the extent defined in the PPA, exists under the PPA. For purposes of this Estoppel Certificate, “Undersigned’s Knowledge” shall mean the current, actual knowledge of the Undersigned’s employees who serve in a supervisory capacity and whose job duties specifically include management of each Agreement.

2. Each Agreement represents the entire agreement between the Undersigned and the Company with respect to the subject matter thereof. The Agreements are in full force and effect and have not been amended, modified or supplemented in any manner other than as described in the recitals hereto and, to the Undersigned’s knowledge, no amendments, change orders or modifications are contemplated. The Undersigned has not issued or received notice of any dispute or proceedings between the Undersigned on the one hand and the Company on the other, and there is not pending or, to the Undersigned’s Knowledge, threatened against it or any of its affiliates any legal proceedings, with respect to the Agreements. Neither the Undersigned nor, to the Undersigned’s Knowledge, the Company, has made any claim for any indemnity payments under the Agreements which has not been paid in full.

3. All representations, warranties and other statements made by the Undersigned in the PPA were true and correct in all respects as of the date when made and are true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by “materiality”, “Material Adverse Effect” or similar qualifier, in which case, it shall be true and correct in all respects) as of the date of this Estoppel Certificate.

4. To the Undersigned’s Knowledge there are not any facts entitling the Undersigned to any claim, counterclaim, offset or defense against the Company in respect of the PPA.

5. The Undersigned has no notice of, and has not consented to, any previous assignment of the Company of, nor has the Undersigned assigned, all or any part of its right, title or interest in, to or under the PPA or License.

6. Notwithstanding anything to the contrary in the PPA, the Undersigned hereby consents and agrees to allow Buyer up to fifteen (15) Business Days from the date of execution of this Estoppel Certificate (the “Insurance Transition Period”) to obtain and maintain the insurance coverage required by Section 13 of the PPA and to provide a certificate evidencing such insurance to the Undersigned. Provided that Buyer complies with this Section 8, during the Insurance Transition Period, the Undersigned will not assert that the Company or Buyer have been or are in default of any of their insurance obligations under the PPA or have failed or are failing to perform any insurance obligations in the PPA and will not issue a termination notice to Buyer.

7. Except for the License and the PPA, there are no other agreements, covenants or understandings, oral or written, between the Undersigned and the Company, or any party acting on behalf of the Undersigned or the Company, with respect to the Property.

8. All payments required to have been paid to the Undersigned under the License have been paid to the Undersigned by the Company from the date of the Agreement through the date hereof and there are no outstanding amounts currently due.

9. To the Undersigned’s Knowledge, (a) no disputes, claims or litigation exist asserting that the Agreements are unenforceable or violates any other agreement or applicable law and (b) the Agreements are not the subject of any bankruptcy or foreclosure proceeding and there are no actions or proceedings, whether voluntary or involuntary, pending against the Undersigned, under the bankruptcy or insolvency laws of the United States of America or any state thereof.

10. The Undersigned has not received notice from any governmental authority respecting a pending or threatened condemnation, eminent domain proceeding or other governmental or judicial action against all or any portion of the Property.

11. There are no proceedings pending or, to the Undersigned’s Knowledge, threatened against or affecting the Undersigned in any court or by or before any governmental authority or arbitration board or tribunal which, if adversely determined, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the performance by the Undersigned of its obligations under the PPA, the License or this Estoppel Certificate.

12. The Undersigned (i) is duly organized and validly existing under the laws of the State of New Jersey, (ii) is duly qualified, authorized to do business and in good standing in each jurisdiction in which failure to qualify would have a material adverse effect on the ability of the Undersigned to perform its obligations under each Agreement and this Estoppel Certificate, and (iii) has all requisite power and authority to enter into and to perform its obligations under this Estoppel Certificate, and to carry out the terms hereof and the transactions contemplated hereby.

13. Each of this Estoppel Certificate, the PPA and the License is in full force and effect, has been duly executed and delivered on behalf of the Undersigned and constitutes the legal, valid and binding obligation of the Undersigned, enforceable against the Undersigned in accordance with its terms except as the enforceability hereof or thereof may be limited by (i) bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

14. The execution, delivery and performance by the Undersigned of this Estoppel Certificate and the consummation of the transactions contemplated hereby will not result in any violation of, breach of or default under any term of its organizational documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, writ, injunction, decree, order, charter, law, ordinance, rule or regulation applicable to it, which, in any such case, would adversely affect the Undersigned's ability to perform its obligations under the Agreements or this Estoppel Certificate.

[Signature page follows.]

Executed as of the date first set forth above.

Teaneck Board of Education

By: _____

Name:

Title:

PROFESSIONAL DEVELOPMENT

District Funded - \$955+\$650.81; IDEA Funded - \$660; Title II Funded - \$3,378+\$450=\$3,828; Grant Funded- \$1,189.77 Grand Total – \$7,283.58

Trip Leader(s): Marianna Renna

School/Department: Whittier Elementary - CST

Conference/Seminar/Workshop: The Body Keeps the Score – Trauma Healing

Location: Hyatt Regency, San Francisco, CA

Date(s): April 10-11, 2025

Estimated Cost: \$459.99 (Grant funded)

Explanation: Participants will engage in an intense trauma treatment course and discover how incorporating methods such as EMDR, meditation, neurofeedback, yoga, mindfulness, sensory integration, and the arts can deepen your therapeutic skills and lead to deep, lasting healing.

Trip Leader(s): Karelia Rodriguez and Lisa Sgambati

School/Department: Lowell Elementary - CST

Conference/Seminar/Workshop: Public Foundations Level 1 Virtual Launch Workshop

Location: Virtual

Date(s): April 29, 2025

Estimated Cost: \$660.00 (IDEA funded)

Explanation: Participants will identify the skills taught in Foundations, understand the principles of instruction, as well as identify and understand the use for all materials in the Foundations Teacher's Kit.

Trip Leader(s): Cecilia Chan

School/Department: Best Strategies for Helping Students w/Asthma, Allergies, and Anaphylaxis

Conference/Seminar/Workshop: Bureau of Education & Research

Location: Virtual

Date(s): April 11, 2025

Estimated Cost: \$295.00 (District Funded)

Explanation: The participant will learn how to support students with asthma, allergies, and anaphylaxis at school. She will learn to implement comprehensive management plans, including clear protocols for identifying and managing triggers, providing access to necessary medications, and educating staff and students about these conditions.

AMENDMENT

Name: Dr. Leslie King

School or Department: Theodora Smiley-Lacey School

Conference/Seminar/Workshop: 2025 Equity Now Conference

Location: NYU Metro Center, NY, NY

Date: 5/30/2025

Estimated Cost: \$292.82 (Grant funded)

Explanation: Welcoming, Affirming, and Healing Schools will display practical tools, and research-backed strategies and practices, and policies for creating sustainable, equity-focused spaces.

PROFESSIONAL DEVELOPMENT

Name: Vatrell Graves, Colleen Pagan

School or Department: BFMS – MD Class

Conference/Seminar/Workshop: Wilson Language Training – Foundations Level 1

Location: Virtual

Dates: April 29, 2025

Estimated Cost: \$660.00 (District funded)

Explanation: Educators gain the knowledge and skills necessary to provide structured literacy instruction based on scientific reading research and Orton-Gillingham principles, ultimately helping their students become fluent, independent readers.

Name: Mark Abbadessa, Lisa Sgambati, Christina Aviles, Karelia Rodriguez, Vatrell Graves, Colleen Pagan

School or Department: Whittier Elementary School, Lowell School, Benjamin Franklin Middle School

Conference/Seminar/Workshop: Foundations Training Level 1

Location: Virtual

Dates: 4/29/2025

Estimated Cost: \$1980.00 – (Title II funded)

Explanation: Training on phonics principles, word study, vocabulary, high frequency words, fluency and comprehension strategies.

Name: Debra Nussbaum, Ashley Sularz

School or Department: Whittier Elementary School, Office of Curriculum and Instruction

Conference/Seminar/Workshop: Visible Learning Feedback Virtual Institute

Location: Virtual

Dates: 4/10/2025

Estimated Cost: \$598.00 - (Title II funded)

Explanation: Focused on applying the principles of visible learning, particularly regarding effective feedback practices.

Name: Adriana Lagomarsino, Joseph Murphy

School or Department: Teaneck High School, Thomas Jefferson Middle School

Conference/Seminar/Workshop: NJ TESOL Annual Conference

Location: Virtual

Dates: 5/22/2025

Estimated Cost: \$800.00 - (Title II funded)

Explanation: Attending this professional development will enhance teaching practices and provide the opportunity to learn from multilingual learners and other educators.

PROFESSIONAL DEVELOPMENT

Name: Javalda Powell**School or Department:** Thomas Jefferson Middle School - Counseling**Conference/Seminar/Workshop:** NJASA Spring Leadership Conference 2025**Location:** Atlantic City, NJ**Dates:** 5/14-15/2025**Estimated Cost:** \$436.96 - (Grant funded)**Explanation:** Attending this professional development will enhance counseling practices and provide the opportunity to learn from multilingual learners and other educators.

Additional Professional Development

Title II Funded - \$450.00

Name: Melinka Ramirez, Jean Gratien Uwisyaye**School or Department:** Benjamin Franklin Middle School, World Language Department**Conference/Seminar/Workshop:** The College of New Jersey (TCNJ) – Educators Working with Multilingual Learners**Location:** Virtual**Dates:** 4/25/2025**Estimated Cost:** \$450.00 – Title II Funded**Substitute Required****Explanation:** This professional development session, offered by The College of New Jersey (TCNJ), will equip educators with effective strategies and culturally responsive practices to support the academic and linguistic success of multilingual learners.

Name: Dr. Andre Spencer**School or Department:** Superintendent of Schools**Conference/Seminar/Workshop:** 42nd Annual NJASA Spring Leadership Conference**Sponsored by:** New Jersey Association of School Administrators**Location:** Atlantic City, NJ**Date(s):** May 14-16, 2025**Estimated Cost(s):** \$650.81 Substitute Not Required (District Funded)**Explanation:** To attend comprehensive education sessions for public school superintendents.

FIELD TRIP

District Funded - \$7,540.00**Parent Funded-\$34,513.50****PTO Funded- \$600.00****PASS Grant Funded- \$8,231.24****Student Activity Funded- \$5,470.00****Grand Total: \$56,354.74**

Trip Leader(s): Latasha Holley-Garcia, Angela Avery de-Vlugt, Jonathan Manzano, Tyler Williams, Allen Gonzalez, Dr. Amy Moran, Lauren Mattiace, Two Parent Chaperones

School or Department: Benjamin Franklin Middle School**Trip Planned:** Fairview YMCA Camp**Location:** Newton, New Jersey**Number of Students:** 115**Date(s):** May 27, 2025**Estimated Cost:** \$7360.00 (Parent funded)**No Substitute Required****EXPLANATION:** Fairview YMCA Camp combines fun, education, and personal growth to inspire, connect, and prepare students for future challenges.

Trip Leader(s): Jahari Jacobs, Lawrence Hart, Angelina Cusack, Linda Lamadrid, Barbara Finkelstein, Danielle Cata, Josephine Cinella, Lauren Mattiace, Two Parent Chaperones

School or Department: Benjamin Franklin Middle School**Trip Planned:** Fairview YMCA Camp**Location:** Newton, New Jersey**Number of Students:** 120**Date(s):** June 2, 2025**Estimated Cost:** \$7730.00 (Parent funded)**No Substitute Required****EXPLANATION:** Fairview YMCA Camp combines fun, education, and personal growth to inspire, connect, and prepare students for future challenges.

AMENDMENT
Trip Leader(s): Emmanuel Viray, Jean McVerry, Stephanie Paz, Anthony Bruno, Margaret Tewey, Tiffany Torres, Bydette Dostie, Natalie Goris, Spencer Crump, Lauren Mattiace, **Monica Bagan**, 20 Parent Chaperones**School or Department:** Benjamin Franklin Middle School**Trip Planned:** St. Mark's Episcopal Church, St. Anastasia Roman Catholic Church, Darul Islah Muslim Center, Jewish Center of Teaneck**Location:** Teaneck, New Jersey**Number of Students:** 120**Date(s):** May 29, 2025**Rain Date:** May 30, 2025**Estimated Cost:** (No cost to the district)**Substitute Required****EXPLANATION:** Eighth grade World History students will gain a fundamental understanding of the different faiths, along with an understanding of the symbols and artifacts specific to each. A Q&A session will be held at each location. The purpose of this trip is to enhance community relations while providing students with a practical experience related to the monotheistic unit.

FIELD TRIP

Trip Leader(s): Jessica Bergen, Joseph Hochgesang, Dana Butler, Jessica Jones, Reginald Pittman, Lauren Mattiace, 15 Parent Chaperones

School or Department: Benjamin Franklin Middle School

Trip Planned: Bergen Community College/The Funplex

Location: Paramus and East Hanover, New Jersey

Number of Students: 114

Date(s): May 16, 2025

Estimated Cost: \$5295.00 (Student Activity Funded)

No Substitute Required

EXPLANATION: Band, orchestra, chorus, and art students will be afforded the opportunity to showcase their talents, gain feedback, and connect with peers and professionals in the arts community. Afterwards, the students will celebrate their successful day by going to The Funplex.

Trip Leader(s): Emily Smith, Amanda Estevez, Brittany Shepard, Danielle Annunziata, Peter Antonakis, MeiLinh LaMui, Alyssa Salgado, Amis Aguero, Monique Brown, Anna Hernandez, Fernando Vasquez, Silvia Flores-Gardner, Mary Rose Chamoun, Justine Mills, Aaliyah Latimer

School or Department: Lacey School

Trip Planned: Votee Splash Park

Location: Teaneck, New Jersey

Number of Students: 52

Date(s): June 16, 2025

Estimated Cost: (No cost to the district)

No Substitute Required

EXPLANATION: This field trip is the celebration that marks the end of the kindergarten year.

Trip Leader(s): Emily Smith, Amanda Estevez, Brittany Shepard, Danielle Annunziata, Peter Antonakis, MeiLinh LaMui, Alyssa Salgado, Amis Aguero, Monique Brown, Anna Hernandez, Fernando Vasquez, Silvia Flores-Gardner, Mary Rose Chamoun, Justine Mills, Aaliyah Latimer

School or Department: Lacey School

Trip Planned: Donaldson Farms

Location: Hackettstown, New Jersey

Number of Students: 52

Date(s): May 27, 2025

Estimated Cost: \$2100.00 (\$250.00 District funded), (\$1850.00 Parent funded)

No Substitute Required

EXPLANATION: Kindergarten students will learn about plants and their uses.

Trip Leader(s): Annie Matesic, Jennifer Rome, Delaney Morgan, Maria Martinez, Ann Delaney Monique Williams, Yadira Bustamante, 20 Parent Chaperones

School or Department: Whittier Elementary School

Trip Planned: American Dream Mall-LEGOLAND/Sea Life Aquarium

Location: East Rutherford, New Jersey

Number of Students: 88

Date(s): May 2, 2025

Estimated Cost: \$2840.00 (\$600.00 District funded), (\$2240.00 Parent funded)

No Substitute Required

EXPLANATION: This field trip offers a hands on learning experience about sea animals and allows students to obtain a deeper understanding regarding force and motion.

FIELD TRIP

Trip Leader(s): Destiny Harmon, Brittany Butler, Yadira Bustamante, Six Parent Chaperones

School or Department: Whittier Elementary School

Trip Planned: Turtle Back Zoo

Location: West Orange, New Jersey

Number of Students: 45

Date(s): May 13, 2025

Estimated Cost: \$1515.00 (\$600 District funded), (\$915.00 Parent funded)

No Substitute Required

EXPLANATION: This trip provides students with hands-on learning experience to observe animals, learn about habitats, and build vocabulary.

Trip Leader(s): Alison Goerg, Holly Koehler, Janine Lawler, Tatiana Stripling, Monique Williams, Camille Silverman, Yadira Bustamante, 12 Parent Chaperones

School or Department: Whittier Elementary School

Trip Planned: Liberty Science Center

Location: Jersey City, New Jersey

Number of Students: 88

Date(s): May 14, 2025

Estimated Cost: \$3270.00 (\$600.00 District funded), (\$2670.00 Parent funded)

No Substitute Required

EXPLANATION: This field trip aligns with the first-grade science curriculum. Students will complete science units on light and sound, as well as the sky and earth, before the trip.

Trip Leader(s): Mindy Marcus, Gerald Henry, Ashley Davis, Willa Rudy, Mark Abadessa, Erica Owens, Danette Coston, Amy Morik, Yadira Bustamante, Ten Parent Chaperones

School or Department: Whittier Elementary School

Trip Planned: Intrepid Museum

Location: New York, New York

Number of Students: 75

Date(s): May 28, 2025

Estimated Cost: \$2717.00 (\$600.00 PTO Grant), (\$175.00 Student Activity funded), (\$600.00 District funded), (\$1342.00 Parent funded)

No Substitute Required

EXPLANATION: The Intrepid Museum offers fourth graders a rich, hands-on learning environment that invites them to explore a variety of instructional subjects.

Trip Leader(s): Valarie Astor, Mark Abbadessa, Jean Choi, Keith Orapello, Danielle Drakeford, Yadira Bustamante, 15 Parent Chaperones

School or Department: Whittier Elementary School

Trip Planned: Liberty Science Center

Location: Jersey City, New Jersey

Number of Students: 90

Date(s): June 3, 2025

Estimated Cost: \$3195.00 (\$600.00 District funded), (\$2595.00 Parent funded)

No Substitute Required

EXPLANATION: This field trip offers a hands-on and interactive learning experience for third graders.

FIELD TRIP

Trip Leader(s): James Lagomarsino, Vance Steinbergin, Jim Belluzi

School or Department: Teaneck High School

Trip Planned: Thomas Jefferson and Benjamin Franklin Middle Schools

Location: Teaneck, New Jersey

Number of Students: 45

Date(s): April 24, 2025

Estimated Cost: (No cost to the district)

No Substitute Required

EXPLANATION: Heroes and Cool Kids have been trained to mentor middle school students on various topics, such as peer pressure, bullying, and how to make healthy decisions.

Trip Leader(s): Christine Mayers, Kimberly Pitre

School or Department: Teaneck High School

Trip Planned: African Burial Ground

Location: New York, New York

Number of Students: 28

Date(s): April 30, 2024

Estimated Cost: \$720.00 (\$440.00 District funded), (\$280.00 Parent funded)

Substitute Required

EXPLANATION: The Black Youth Organization students will learn the history, experiences, and culture of African Americans in New York.

Trip Leader(s): Joseph Hochgesang, Luke Short, Jessica Bergen, Four Parent Chaperones

School or Department: Teaneck High School

Trip Planned: USS Intrepid/Broadway-Hadestown

Location: New York, New York

Number of Students: 33

Date(s): June 4, 2025

Estimated Cost: \$4202.00 (\$1200.00 District funded), (\$3002.00 Parent funded)

Substitute Required

EXPLANATION: String Ensemble students will perform and tour the USS Intrepid. Afterward, the students will view a performance of Hadestown on Broadway.

AMENDMENT

Trip Leader(s): Tiffany Echavarria, Scott Bushoven, Chris Hernandez, Dalia Cohen,

Monique Frazier-Ellington, Eight Parent Chaperones

School or Department: Lowell Elementary School

Trip Planned: Newark Museum

Location: Newark, New Jersey

Number of Students: 50

Date(s): May 14, 2025

Estimated Cost: \$960.00 (Parent funded)

No Substitute Required

EXPLANATION: Second-grade students will learn about community, culture, and traditions through hands-on activities and storytelling.

FIELD TRIP

Trip Leader(s): Makayla Brown, Jennifer Pitrelli, Rochelle Yaros, Susie Kim, Marisel Lopez, Lisa Sgambati, Dasom Kim, Nicholas Cabrerea, Asma Toske, Jacob DeJesus Santos

School or Department: Lowell Elementary School

Trip Planned: Benjamin Franklin Middle School

Location: Teaneck, New Jersey

Number of Students: 68

Date(s): June 18, 2025

Estimated Cost: (No cost to the district)

No Substitute Required

EXPLANATION: Annual Moving Up Ceremony

Trip Leader(s): Megan McBryde, Lindsay Fisher, Valeries Johnson, Spencer Jones, Christina Castelbuono, Sheena Stanislaus, Cecilia Chan, 12 Parent Chaperones

School or Department: Thomas Jefferson Middle School

Trip Planned: Statue of Liberty & Ellis Island

Location: Jersey City, New Jersey

Number of Students: 115

Date(s): June 13, 2025

Rain Date: June 17, 2025

Estimated Cost: \$2299.50 (Parent funded)

No Substitute Required

EXPLANATION: Visiting the Statue of Liberty and Ellis Island offers 5th-grade students an exciting, complete learning experience that expands their awareness of American history, increases empathy, and connects essential topics in social studies, geography, and civics education.

Trip Leader(s): Lisa Brown, Kara Lindner, Filiz Zeybek, Felix Mejia, Jaqwaysia Edge, Claudette Peterkin, Ellen Buechel, 22 Parent Chaperones

School or Department: Hawthorne Elementary School

Trip Planned: McFaul Environmental Center

Location: Wyckoff, New Jersey

Number of Students: 76

Date(s): May 14, 2025

Estimated Cost: \$1200.00 (Parent funded)

No Substitute Required

EXPLANATION: This trip will provide a hands-on, engaging learning experience that aligns with the science and social studies curriculum.

Trip Leader(s): Kharisma Bettis, Kelvin Reese, Aknaris Diaz

School or Department: Teaneck High School

Trip Planned: Howard University

Location: Washington, DC

Number of Students: 45

Date(s): April 25, 2025

Rain Date: May 2, 2025

Estimated Cost: \$2650.00 (District funded)

No Substitute Required

EXPLANATION: The HBCU College Tour will give students the opportunity to gain exposure to post-secondary options. Students will be able to gain valuable knowledge about college admissions requirements.

FIELD TRIP

Trip Leader(s): Gianni Jaramillo, Jessica Murphy, Nick Campestre

School or Department: THS FORUM

Trip Planned: M.K. Valencia

Location: Ridgefield Park, New Jersey

Number of Students: 12

Date(s): April 30, 2025

Estimated Cost: \$1394.00 (PASS Grant Funded)

EXPLANATION: This venue is appropriate for practicing table etiquette and social skills.

Trip Leader(s): Gianni Jaramillo, Jessica Murphy, Nick Campestre

School or Department: THS FORUM

Trip Planned: Highline Park

Location: New York, New York

Number of Students: 12

Date(s): May 7, 2025

Estimated Cost: \$440.00 (PASS Grant Funded)

EXPLANATION: This destination meets the needs of the photography project, diversity and artistic range.

Trip Leader(s): Gianni Jaramillo, Jessica Murphy, Nick Campestre

School or Department: THS FORUM

Trip Planned: Dave & Buster's

Location: Wayne, New Jersey

Number of Students: 12

Date(s): May 14, 2025

Estimated Cost: \$1297.02 (PASS Grant Funded)

EXPLANATION: This destination provides students the opportunity to practice positive social skills, teamwork, and community interaction.

Trip Leader(s): Gianni Jaramillo, Jessica Murphy, Nick Campestre

School or Department: THS FORUM

Trip Planned: Humdingers

Location: Paramus, New Jersey

Number of Students: 12

Date(s): April 28, 2025

Estimated Cost: \$1080.00 (PASS Grant Funded)

EXPLANATION: This destination provides students the opportunity to practice positive social skills, teamwork, and community interaction.

Trip Leader(s): Jennifer Connolly, Abigail Aleska, Dennis Hiel, Christina Aviles, Karelia Rodriguez, Monique Frazier-Ellington, Four Paraprofessionals, 16 Parent Chaperones

School or Department: Lowell Elementary School

Trip Planned: McFaul Environmental Center

Location: Teaneck, New Jersey

Number of Students: 80

Date(s): May 8, 2025

Estimated Cost: \$1030.00 (Parent funded)

No Substitute Required

EXPLANATION: This trip will provide a hands-on, engaging learning experience that aligns with the science curriculum.

Additional Field Trips	PASS GRANT FUNDED: \$4,020.22
<p>Name: Nicholas Campestre, Javalda Powell, Jessica Murphy School or Department: FORUM – PASS Program Trip Planned: Dave and Busters – Team Building For Adolescents Location: Dave and Busters – Wayne, New Jersey Number of Students: 12 Date(s): May 15, 2025 Depart: 4:00 PM Return: 7:00 PM Estimated Cost: \$1297.02 - PASS GRANT FUNDED Substitute Not Required EXPLANATION: The team-building field trip to Dave & Buster's in Wayne, New Jersey, will give Teaneck's middle school students an opportunity to strengthen their social connections, collaborate through interactive games, and build a sense of community outside the classroom.</p>	
<p>Name: Nicholas Campestre, Javalda Powell, Jessica Murphy School or Department: FORUM – PASS Program Trip Planned: Highline Park Location: Highline Park - New York, NY Number of Students: 12 Date(s): May 8, 2025 Depart: 4:00 PM Return: 7:00 PM Estimated Cost: \$440.00- PASS GRANT FUNDED Substitute Not Required EXPLANATION: The team-building field trip to High Line Park in New York City will provide Teaneck Middle School students with a unique opportunity to explore urban nature, engage in collaborative activities, and strengthen their sense of community in an inspiring outdoor setting</p>	
<p>Name: Nicholas Campestre, Javalda Powell, Jessica Murphy School or Department: FORUM – PASS Program Trip Planned: MK Valencia Location: MK Valencia – Ridgefield Park, New Jersey Number of Students: 12 Date(s): May 1, 2025 Depart: 4:00 PM Return: 7:00 PM Estimated Cost: \$1203.20- PASS GRANT FUNDED Substitute Not Required EXPLANATION: The team-building field trip to MK Valencia will offer Teaneck Middle School students a chance to build connections, practice social skills, and enjoy a shared dining experience that fosters community and positive peer interactions.</p>	
<p>Name: Nicholas Campestre, Javalda Powell, Jessica Murphy School or Department: FORUM – PASS Program Trip Planned: Humdingers Location: Humdingers – Paramus, New Jersey Number of Students: 12 Date(s): April 24, 2025 Depart: 4:00 PM Return: 7:00 PM Estimated Cost: \$1080.00- PASS GRANT FUNDED Substitute Not Required EXPLANATION: The team-building field trip to Humdingers will give Teaneck Middle School students a fun and interactive environment to strengthen teamwork, build friendships, and develop collaboration skills through activities.</p>	

<u>Student ID#</u>	<u>Placement</u>	<u>Tuition</u>	<u>Start Date</u>	<u>1:1 Aide</u>
99705	The Rugby School	\$29,567.30	3/5/2025	
109137	BCSS	\$68,958.00	3/10/20025	
96117	Bergenfield	\$53,380.00		\$2,630.33
		\$151,905.30		\$2,630.33
	Grand total	\$154,535.63		

Fundraising Activities by School

School or Department: Benjamin Franklin Middle School

Activity: **Bake Sale & Snacks**

Sponsoring Organization: National Junior Honor Society

Name of Sponsors: Hanifah Stephenson, Staff Member

Participants: NJHS Members to BFMS faculty & students

Date(s): April 24 – June 30, 2025

Location: BFMS lobby after school

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

Funds to sponsoring organization 100%

EXPLANATION: Funds would be used for Graduation stoles and medallions.

School or Department: Thomas Jefferson Middle School

Activity: **Cookie Sale**

Sponsoring Organization: TJMS Fifth Grade

Name of Sponsors: Valerie Johnson, Staff Member

Participants: Fifth grade staff and students would sell to students and staff.

Date(s): April 1 – June 16, 2025

Location: TJMS Lobby – 3:00 pm – 3:30 pm

Estimated funds to be raised by this activity: \$200

Funds to sponsoring organization 100%

EXPLANATION: Funds would be used to support the fifth grade students activities and field trips during the 24-25 school year.

School or Department: Teaneck High School

Activity: **SNAP Fundraiser**

Sponsoring Organization: THS Flag Football

Name of Sponsors: Reggie McKinney, Staff Member

Participants: THS Students would sell to friends, family, and teachers

Date(s): April 24 – June 30, 2025

Location: Online donation website

Estimated funds to be raised by this activity: \$3,000

Funds to sponsoring organization 100%

EXPLANATION: Funds would be used for end of season banquet and awards.

Fundraising Activities by School

School or Department: Teaneck High School

Activity: **Bake Sale**

Sponsoring Organization: Interact Club

Name of Sponsors: Miguel Perdomo, Staff Member

Participants: Club Members would sell to students and staff

Date(s): April – June 2025

Location: THS Lobby throughout the year

Estimated funds to be raised by this activity: \$500.00

Funds to sponsoring organization 100%

EXPLANATION: Funds would be used for various events for the Interact Club.

School or Department: Teaneck High School

Activity: **T-Shirts (custom designed by Design-N-Stitch)**

Sponsoring Organization: Art Club

Name of Sponsors: Marissa London, Staff Member

Participants: Art Club Members would sell to students, faculty, and families.

Date(s): April 24 – May 9, 2025

Location: THS Lobby

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

Funds to sponsoring organization 100%

EXPLANATION: Funds would be used to fund the Art Club's annual field trip and purchase of consumable art supplies.

School or Department: Teaneck High School

Activity: **Mother's Day Gift Sale (Earrings, Necklaces, Flowers & Chocolates)**

Sponsoring Organization: Class of 2028

Name of Sponsors: Jennifer Kolb, Staff Member

Participants: THS Students would sell to Friends, Family, and Teachers.

Date(s): April 24 – May 9, 2025

Location: THS Lobby and QR Codes

Estimated funds to be raised by this activity: \$200

Funds to sponsoring organization 100%

EXPLANATION: Funds would be used to support the Class of 2028 Graduation expenses.



AGREEMENT FOR SERVICES AND PRODUCTS

This Agreement for Services and Products ("Agreement") is entered into on **March 12, 2025** (the "Effective Date"), by and between **Corwin Press, Inc.**, a SAGE Publications, Inc. company, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Corwin") and **TEANECK SCHOOL DISTRICT**, with offices at 1 MERRISON ST, TEANECK, New Jersey, 07666 ("Customer").

1. **Services.** Customer desires to contract with Corwin for services related to the Customer's professional learning or other expressed learning needs (the "Services"); and Corwin desires to provide such Services to the Customer as further described in the Investment and Timeline attached hereto as **Exhibit A**.

a. **Live Events (On-Site and Virtual).** For Services concerning on-site or live virtual development, including, without limitation, keynotes, workshop days, implementation days and coaching days (each, a "Live Event"), Corwin will establish and agree on final dates with Customer for dates not scheduled at the time the Agreement is signed which will be subject to speaker availability. Confirmation of such final dates will be communicated by email to Customer. For any on-site, in-person Event ("On-Site Event"), Customer shall: (1) employ appropriate safety measures to ensure the safety of the Event participants and speakers (e.g., to reduce the spread of COVID-19 or any other virus as applicable); and (2) inform its participants (a) of all risks associated with attending an On-Site Event, (b) that by participating in the On-Site Event, the participants will be deemed to have assumed all such risks, and (c) that Corwin shall have no liability whatsoever arising from or related to any Customer participant's attendance and participation in any On-Site Event. Customer may request to reschedule the date of a Live Event and, if approved by Corwin, Customer will reimburse Corwin for any additional costs or expenses incurred by Corwin and/or the speaker of such rescheduled Live Event. For the sake of clarity, a Live Event will include a Synchronous Webinar (as defined below) but not an Asynchronous Webinar (as defined below).

b. **Virtual Events (Synchronous Webinars and Asynchronous Webinars).** Services concerning a webinar presented live by a speaker shall each be considered a "Synchronous Webinar". In limited circumstances, Corwin may consider a Customer request that a certain Synchronous Webinar be recorded (each, a "Synchronous Recording"), provided that such request is received by Corwin no fewer than seven (7) business days from the commencement of a scheduled Synchronous Webinar. Notwithstanding the foregoing, Customer acknowledges and agrees that the approval of such request to record a Synchronous Webinar shall be made by Corwin in its sole discretion. Customer further acknowledges and agrees to inform each of its participants that their individual consent (which may include other terms and conditions from Corwin) will be required to participate in a Virtual Event and that, when requested by Corwin, Customer will be responsible for obtaining such consents from each participant prior to the Virtual Event and providing Corwin with copies of the consents. Services may also include access to (1) webinars which were recorded independent of this Agreement, (2) any pre-recorded virtual development keynotes, workshops, implementation, and coaching as approved by Corwin in its sole discretion, or (3) the recording that was recorded as the Synchronous Recording, subject to the terms herein (an "Asynchronous Webinar"). Synchronous Webinars and Asynchronous Webinars are collectively referred to herein in as "Virtual Events".

c. **Registrations for Virtual Events.** Prior to receiving the link to access the Virtual Event, participants will be required to register following the instructions provided by Corwin and/or the Customer. One registration by each participant will be required for each Virtual Event; however, if the Virtual Event is a Synchronous Webinar that is a multi-day event, each participant will only be required to register once for all of the days of that Synchronous Webinar. In addition, in the case of a Synchronous Webinar, Corwin will provide the Customer with registration and access information and the Customer will distribute such information to its participants within a reasonable timeframe prior to the first day of the Synchronous Webinar.

d. **Special Terms.** The Services shall be subject to any "Special Terms" attached to this Agreement for additional Corwin program offerings, including, without limitation, Surveys, Youth Equity Stewardship (YES!) Student Workshops, and Asynchronous Webinars.

2. **Products.** Customer desires to contract with Corwin for the furnishing of products related to the Customer's professional learning or other express learning needs (the "Products"); and Corwin desires to provide such Products to the Customer as further described in the attached **Exhibit A** and which shall be subject to any applicable **Special Terms** for certain Products including, without limitation e-Books.

3. **Term and Termination.** The term of this Agreement will commence on **August 19, 2025** and will remain in effect for one (1) year or until Corwin has completed the Services and/or delivered the Products described in Exhibit A. Either party may

scheduled Live Event, Corwin will be paid any expenses incurred by or on behalf of Corwin as of the effective date of termination including, without limitation, speakers' fees and costs, Corwin's non-refundable travel costs, and non-refundable venue deposits (collectively, "Corwin Expenses"); (2) in the event of termination by Customer within thirty (30) calendar days from the date of a scheduled Live Event, Corwin will be paid fifty percent (50%) of all amounts set forth in **Exhibit A** related to the cancelled Live Event and Corwin will be reimbursed for all Corwin Expenses; and (3) said foregoing amounts and expenses due based on such early termination under (1) or (2) above by Customer will be paid in full by Customer to Corwin within ten (10) days of the termination date.

- b. Certain Services and/or Products may be subject to other termination and/or cancellation terms as set forth in the applicable **Special Terms** or as otherwise agreed in writing by Customer and Corwin.
- c. Notwithstanding anything herein to the contrary, should any Corwin program relating to the Services described in **Exhibit A** become unavailable or Corwin's ownership or rights to the Corwin program be subsequently modified or changed in any manner, and Corwin is unable to substitute other services related to the Corwin program on terms acceptable to Customer, Corwin shall have the right to immediately terminate this Agreement without any liability or penalty whatsoever.

4. **Rescheduling.** Customer hereby acknowledges and agrees that its reservation of dates for Live Events as set forth in **Exhibit A** prevents Corwin from booking the specified Corwin speakers for other customers on those same dates and can result in Corwin incurring expenses. Therefore, Customer agrees that, in the event of Customer's rescheduling of any Live Events, Corwin will be paid the following as damages within ten (10) days following notification by Customer to Corwin of its intent to reschedule the Live Events: in the event of Corwin's receipt of notice of Customer's intent to reschedule (1) an On-Site Event between thirty (30) and sixty (60) calendar days from the first date of a scheduled On-Site Event, Corwin will be paid twenty-five percent (25%) of the amounts listed on the **Exhibit A** for the rescheduled day(s); (2) an On-Site Event fewer than thirty (30) calendar days from the first date of a scheduled On-Site Event, Corwin will be paid fifty percent (50%) of the amounts listed on the **Exhibit A** for the rescheduled day(s); and (3) a Virtual Event fewer than fourteen (14) calendar days from the first date of a scheduled Virtual Event, Corwin will be paid twenty-five percent (25%) of the amounts listed on the **Exhibit A** for the rescheduled day(s).

5. **Compensation.** Corwin will be paid the amounts outlined in **Exhibit A**. Except as otherwise provided herein, Customer will pay Corwin all amounts due hereunder within thirty (30) days of receipt of invoice. To ensure invoices will be processed by Customer in a timely manner, if a purchase order ("PO") number is required by Customer's Accounts Payable department for the timely processing of invoices, Customer shall include such PO number in the space provided on the signature block below, or shall be responsible for providing such PO number to its contact at Corwin at least one (1) week prior to the first date of the Event. Customer's failure to provide a PO number to Corwin, if necessary, at least one (1) week prior to the Event shall not excuse Customer's obligation to pay Corwin within the timeframe set forth in this Section 5.

6. **Warranties.**

- a. Corwin represents and warrants (1) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (2) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such circumstance. Customer represents and warrants that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such circumstance. Certain Services and/or Products may be subject to other terms as set forth in the applicable **Special Terms**.
- b. EXCEPT AS OTHERWISE PROVIDED HEREIN, CORWIN PROVIDES ALL PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WEBINARS AND EBOOKS, AND/OR ANY RELATED MATERIALS IN AN "AS-IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CORWIN DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY CONCERNING THE AVAILABILITY OF A WEBINAR OR EBOOK OR THE USE OF ANY SERVICE OR PRODUCT FOR A PARTICULAR PURPOSE.

7. **Indemnification.** Each party will indemnify, defend, and hold harmless the other party, its affiliates, and their officers, directors, shareholders, employees, and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys' fees) resulting from a party's failure to perform in accordance with any of the terms of this Agreement; provided however, that the foregoing will be subject to any applicable state immunity.

8. **Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CORWIN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF CORWIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CORWIN SHALL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY THAT RESULT OR ARISE FROM THE CUSTOMER'S USE OR INABILITY TO ACCESS OR OTHERWISE USE THE PRODUCTS, SERVICES AND/OR ANY OTHER PART OF THE SERVICES (INCLUDING ANY PROVIDED BY THIRD PARTY PROVIDERS). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES ACTUALLY INCURRED NOT TO EXCEED THE AMOUNTS RECEIVED BY CORWIN FROM CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE MONTH PERIOD PRECEDING CUSTOMER'S ASSERTION OF LIABILITY. IN ADDITION, IF CUSTOMER IS A COMPANY DOING BUSINESS IN CALIFORNIA, CUSTOMER HEREBY WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" AND CUSTOMER HEREBY WAIVES ANY AND ALL SIMILAR STATE STATUTES OR OTHER RULES OR REGULATIONS THAT MAY APPLY. THE EXCLUSIONS SET OUT HEREIN ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by Corwin is prevented due to an event of war, terrorism, government regulation or order, travel advisories or bans, national emergencies, epidemics, pandemics, disasters, civil disorders, acts of God, or any other event beyond Corwin's reasonable control [including the unavailability of a speaker for any Live Event] which would render the scheduled Live Event and/or the attendance of speakers of such scheduled Live Event impossible, illegal or impracticable, Corwin's nonperformance shall be excused and Corwin shall not be responsible to the Customer for failure or delay in performance of its obligations under this Agreement. Moreover, in the event a speaker becomes unavailable to attend a Live Event, Corwin may, at its sole discretion, substitute the unavailable speaker to another available speaker (subject to the Customer's consent) and/or reschedule the Live Event.

10. Notices. All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, or by a U.S. nationally recognized overnight delivery service, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.

11. Ownership/Rights. Corwin will own or hold the necessary rights to any materials or other work product created, developed or distributed by Corwin, or the assigned speakers of an On-Site Event, Synchronous Webinar, or Asynchronous Webinar (collectively, "Event") under this Agreement including, without limitation, any Event handouts, materials, chat files or other transcripts of certain Synchronous Webinars and Asynchronous Webinars (to the extent such chat files or transcripts have been generated by the Synchronous Webinar or Asynchronous Webinar), or any survey data, results, reports or other related content or deliverables (collectively, "Materials"). No rights to any of the Materials shall be conveyed to Customer except as expressly set forth herein; provided, however, that Customer shall be permitted to use the Materials (in the format provided by Corwin) solely in connection with the Event related to the Services provided by Corwin hereunder or in connection with a Product if intended as further described in **Exhibit A**. Moreover, in no event shall Customer be permitted to alter, reproduce, distribute, or otherwise use any Materials provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever. In the event that Customer photographs, audio tapes, video tapes, or otherwise records or broadcasts an Event, speaker, presentation or any of the Materials and/or Services provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever, Customer shall abide by the terms and conditions of Corwin's Video License Agreement, which may be furnished to Customer upon request. Customer acknowledges and agrees that Corwin is the exclusive owner or holds all necessary rights to each Corwin program, Event and any related intellectual property and associated trademarks thereto, including, without limitation trademarks associated with Visible Learning Plus. Moreover, Customer's use of any and all Materials provided by Corwin to Customer in relation to a Corwin program, Event or otherwise shall be subject to the terms and conditions set forth herein and any other terms and conditions binding on Customer.

12. Subcontracting. Corwin may engage subcontractors to perform its obligations herein including, without limitation, speakers to deliver presentations at an Event related to the Services and/or any third-party platforms to deliver the Products and/or Services.

13. Additional Services. Customer agrees that any interest for additional Services relating to Customer's professional learning needs will be directed to and contracted with Corwin. For the avoidance of doubt, such Customer interest will not be directed to any Corwin speaker, trainer, or consultant.

14. Confidentiality; Open Records Statutes. Customer agrees that, except with the prior written consent of an authorized representative of Corwin, it may only disclose the terms of this Agreement to a third party who shall agree to maintain said terms as confidential and who has a legitimate business purpose to receive such information. Corwin acknowledges and agrees that the terms of this Agreement may be subject to any applicable state or federal open records statutes ("Open Records Statutes"). Customer hereby acknowledges and agrees that all Materials provided by Corwin and generated under this Agreement are Corwin proprietary and confidential content, and, therefore, may be subject to exemptions to the Open Records Statutes. Therefore, Customer agrees that, in the event Customer or any of its authorized representatives or agents are requested or required by law or compelled by legal process to disclose any Materials provided by Corwin under this Agreement to any other third party, including without limitation in response to any Open Record Statutes, it shall provide Corwin with prompt written notice of receipt of any such request or requirement and a copy thereof prior to the actual disclosure so that Corwin may avail itself of any applicable exemption to the Open Records Statute or seek an appropriate protective order and Corwin and Customer shall reasonably cooperate in responding to the request.

Corwin Contract ID:
C-120425201845415

both Corwin and Customer; provided however, that Live Event dates and Asynchronous Webinar access periods may be modified or otherwise agreed to by the parties (including, without limitation, additional fees that may be charged to Customer for such Live Event date and Asynchronous Webinar access period modifications to compensate Corwin for Corwin Expenses) via email in accordance with the terms of **Exhibit A**. In the event of a conflict between a term of this Agreement (including the **Special Terms** attached hereto) and a term of **Exhibit A**, the term of this Agreement will control; and in the event of a conflict between a term of this Agreement and a term of the Special Terms, the term of the Special Terms will control. Additionally, in the event of a conflict between a term of this Agreement and any ancillary Customer document, form, or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in Ventura County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

[Signature Page Follows]

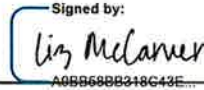
Corwin Contract ID:
C-120425201845415

Accepted and agreed to by:

TEANECK SCHOOL DISTRICT

Corwin



Signed by:


Name: Scott Marshall
Title: School Bus Admin

Liz McCarver
Director, Corwin Learning Sales

24-Mar-2025 | 10:36:59 AM PDT

Date: 3/24/25

Date: _____

Please provide the following information to ensure proper billing:

Billing Contact Name: MARSHALL Scott III, Ed.D. Title: Assistant Superintendent of Teaneck Public Schools
Billing Contact Email Address: mscott@teaneckschools.org Phone: (201) 833-5290

Purchase Order Number*: _____

*Pursuant to Section 5 of this Agreement, failure of Customer to provide Corwin with a PO number at least one (1) week prior to the first date of the Event shall not excuse Customer's obligation to pay Corwin within the timeframe set forth in Section 5. If no PO number has been entered above, please select one of the following options:

- ☐ Customer does not require a PO number to be referenced on invoices to make a timely payment of invoices.
☐ Customer does require a PO number to be referenced on invoices and is responsible for providing such number to Customer's Corwin contact at least one (1) week prior to the Event.

As you sign and return this document, please also forward a Purchase Order and if purchasing Books, a copy of your Tax ID Certificate. Thank You!

Exhibit A: See attached Investment and Timeline

Special Terms:

[Surveys]

Exhibit A

C-120425201845415

March 20, 2025

Investment and Timeline**NJ-Teacneck PS-A. Spencer-TCP & PLC+ 2025**

Currency: US Dollar

Learning Products	
8/28/2025: Teacher Clarity Playbook - Implementation Day - Onsite Full Day Notes: 6 hours onsite Nicole Law - \$7,500.00	\$7,500.00
8/29/2025: Teacher Clarity Playbook - Implementation Day - Onsite Full Day Notes: 6 hours onsite Nicole Law - \$7,500.00	\$7,500.00
11/18/2025: Teacher Clarity Playbook - Implementation Day - Onsite Full Day Notes: 6 hours onsite Nicole Law - \$7,500.00	\$7,500.00
11/19/2025: Teacher Clarity Playbook - Implementation Day - Onsite Full Day Notes: 6 hours onsite Nicole Law - \$7,500.00	\$7,500.00
2/11/2026: PLC+ for Instructional Leaders - PLC+ for Instructional Leaders - Workshop - Onsite Full Day Notes: 6 hours onsite Nicole Law - \$7,500.00	\$7,500.00
2/12/2026: PLC+ for Instructional Leaders - PLC+ for Instructional Leaders - Workshop - Onsite Full Day Notes: 6 hours onsite Nicole Law - \$7,500.00	\$7,500.00
4/15/2026: PLC+ for Instructional Leaders - Implementation Day - Onsite Full Day Notes: 6 hours onsite Nicole Law - \$7,500.00	\$7,500.00
4/16/2026: PLC+ for Instructional Leaders - Implementation Day - Onsite Full Day Notes: 6 hours onsite. Nicole Law - \$7,500.00	\$7,500.00
Learning Products Subtotal	\$60,000.00

Subtotal	\$60,000.00
Tax	See Below
Est. S&H	\$0.00
TOTAL	\$60,000.00

- Pricing for Consulting Service Days are inclusive of all travel expenses.
- Investment above includes an estimate of Shipping Fees for books and resources and may vary based on rates that are applied at the time the order is shipped. A separate PO for books and resources will be requested and are required without a signed contract. Resources and books will be invoiced separately from professional development services. Books and resources will be shipped approximately 30 days prior to engagement; please notify Corwin with specific delivery requests. Expedited shipping will apply should the client request it.
- Copying and distribution of any handouts is the Client's responsibility.
- Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another Client. Corwin recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar.

- *All payments indicated above are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client will be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority, and taxes will be included at the time of invoice; tax exempt form should be included with PO and signed contract, if applicable.*
- *This investment and timeline for services is intended to be a working document and is subject to change based on client needs.*
- *For any Survey product, Corwin will send a link for Customer to complete a survey and Customer has two (2) weeks to complete the survey in order for Corwin to generate a report for Customer. If Customer does not complete the survey within the two-week period and/or if less than five (5) survey responses are received, the survey will be considered invalid/incomplete and the related survey Product will be forfeited and no refunds or credits will be granted.*
- *Evaluation Services including Surveys and Assessments will be billed upon the delivery of the Client's subsequent report*