

**MEETING OF THE LAKEWOOD BOARD OF EDUCATION, HELD WEDNESDAY, OCTOBER 21, 2020,
AT 6:30 P.M., LIVE-STREAMED THROUGH DISTRICT WEBSITE: www.lakewoodpiners.org**

I. PLEDGE OF ALLEGIANCE – Kevin Campbell, Assistant Business Administrator/Board Secretary

At 6:39 p.m., Kevin Campbell, Assistant Business Administrator/Board Secretary called the meeting to order. Mr. Campbell read the Sunshine Law and did Roll Call.

SUNSHINE LAW

Pursuant to the provisions of Chapter 231, of the Laws of 1976 (THE OPEN PUBLIC MEETINGS ACT), Mr. Campbell notified the public that notice of the date, time, location and agenda of this meeting, to the extent known, was provided at least forty-eight (48) hours prior to the commencement of this meeting in the following manner:

1. By posting such notice on the public announcement board of the Lakewood Board of Education Offices, the District Website, and the Lakewood Township Municipal Building.
2. By e-mailing such notice to the office of the Asbury Park Press and the Lakewood Scoop.
3. By filing such notice with the Board Secretary.
4. By mailing such notice to all individuals who requested and paid for a copy of same.

II. ROLL CALL

Board Members Present: Mr. Moshe Bender
Mrs. Ada Gonzalez
Mr. Meir Grunhut
Mr. Chanina Nakdimen
Mr. Shlomie Stern

Board Members Absent: Mr. Bentzion Treisser
Mr. Isaac Zlatkin (arrived 6:55 p.m.)
Mrs. Thea Jackson-Byers (arrived 6:48 p.m. and left at 7:10 p.m.)
Mr. Heriberto Rodriguez (arrived 6:48 p.m.)

ALSO ATTENDING : Mrs. Laura A. Winters, Superintendent
Mr. Kevin Campbell, Assistant Business Administrator/Board Secretary
Mr. Robert S. Finger, Coordinator of Fiscal Services
Mr. David Shafter, State Monitor
Mr. Michael I. Inzelbuch, Esq., General Counsel
Mrs. Ana Faone, Meeting Translator
Mr. James Korwan, Court Reporter
Mr. James Trischitta, IT Director

III. Executive Session – Resolution

BE IT RESOLVED by the Lakewood Township Board of Education that:

1. It does hereby determine that it is necessary to meet in Executive Session to discuss matters of personnel, involving specific individuals, negotiations, anticipated litigation and/or alleged incidents of Harassment, Intimidation and Bullying (HIB).
2. These matters will be made public when the need for confidentiality no longer exists.
3. The time that the Board anticipated to be in Executive Session is TBD.

At 6:47 p.m., Mr. Stern motioned to go into Executive Session, and Mrs. Gonzalez seconded the motion.

MOTION TO GO INTO EXECUTIVE SESSION (passed)

Motion: Mr. Stern

Second: Mr. Gonzalez

5 Ayes: Mr. Nakdimen, Mr. Stern, Mr. Bender, Mr. Grunhut, Mrs. Gonzalez

0 Nays:

4 Absent: Mr. Zlatkin, Mrs. Jackson-Byers, Mr. Rodriguez, Mr. Treisser

At 7:33 p.m., Mr. Rodriguez motioned to return to Public Session, and Mr. Bender seconded the motion.

MOTION TO RETURN TO PUBLIC SESSION (passed)

Motion: Mr. Rodriguez

Second: Mr. Bender

5 Ayes: Mrs. Gonzalez Mr. Nakdimen, Mr. Stern, Mr. Rodriguez, Mr. Bender

0 Nays:

4 Absent: Mrs. Jackson-Beyers, Mr. Grunhut, Mr. Treisser, Mr. Zlatkin,

Kevin Campbell, Assistant Business Administrator/Board Secretary reopened the public meeting. Mr. Campbell reread the Sunshine Law and did Roll Call.

IV. ROLL CALL

Board Members Present: Mr. Moshe Bender
Mrs. Ada Gonzalez
Mr. Heriberto Rodriguez
Mr. Chanina Nakdimen
Mr. Shlomie Stern
Mr. Isaac Zlatkin

Board Members Absent: Mr. Meir Grunhut
Mrs. Thea Jackson-Byers
Mr. Bentizon Treisser

Also Attending: Mrs. Laura A. Winters, Superintendent
Mr. Kevin Campbell, Assistant Business Administrator/Board Secretary
Mr. Robert S. Finger, Coordinator of Fiscal Services
Mr. David Shafter, State Monitor
Mr. Michael I. Inzelbuch, Esq., General Counsel
Mrs. Ana Faone, Meeting Translator
Mr. James Korwan, Court Reporter

V. PRESENTATIONS: None at this meeting

IMPORTANT INFORMATION:

Return to School Meals							
Date	Kosher Breakfast	Non Kosher Breakfast	Kosher Lunch	Non Kosher Lunch	Total Kosher Meals	Total Non Kosher Meals	Total Meals
9/1/2020			48		48	0	48
9/2/2020			54		54	0	54
9/3/2020			54		54	0	54
9/4/2020	244	1908	298	2122	542	4030	4572
9/7/2020	0	0	54	0	54	0	54
9/8/2020	307	2515	360	3661	667	6176	6843
9/9/2020	321	2597	379	3402	700	5999	6699
9/10/2020	324	2515	380	3451	704	5966	6670

Return to School Meals							
Date	Kosher Breakfast	Non Kosher Breakfast	Kosher Lunch	Non Kosher Lunch	Total Kosher Meals	Total Non Kosher Meals	Total Meals
9/11/2020	301	2682	361	3547	662	6229	6891
9/14/2020	296	2449	353	3271	649	5720	6369
9/15/2020	378	2528	374	3344	752	5872	6624
9/16/2020	367	2467	364	3288	731	5755	6486
9/17/2020	35691	2524	35692	3443	71383	5967	77350
9/18/2020	306	2532	306	3535	612	6067	6679
9/21/2020	340	2393	377	3461	717	5854	6571
9/22/2020	500	2402	496	3470	996	5872	6868
9/23/2020	456	2367	458	3372	914	5739	6653
9/24/2020	38956	2487	38955	3585	77911	6072	83983
9/25/2020	432	2403	434	3431	866	5834	6700
9/29/2020	352	2450	353	3581	705	6031	6736
9/30/2020	357	2443	357	3427	714	5870	6584
10/1/2020	42420	2439	42420	3535	84840	5974	90814
10/2/2020	0	2415	0	3562	0	5977	5977
10/5/2020	0	2341	0	3413	0	5754	5754
10/6/2020	0	2380	0	3542	0	5922	5922
10/7/2020	0	2502	0	3541	0	6043	6043
10/8/2020	42000	2495	42000	3694	84000	6189	90189
10/9/2020	0	2582	0	3684	0	6266	6266
10/13/2020	97	2354	97	3620	194	5974	6168
10/14/2020	97	2461	97	3544	194	6005	6199
10/15/2020	42057	2579	42107	3700	84164	6279	90443
10/16/2020	180	2516	330	3695	510	6211	6721
10/19/2020							
10/20/2020							
10/21/2020							
10/22/2020							
10/23/2020							
10/26/2020							
10/27/2020							
10/28/2020							
10/29/2020							
10/30/2020							
Total	206779	68726	207558	96921	414337	165647	579984

VI. MINUTES Executive Session Minutes – September 23, 2020
Public Meeting Minutes – September 23, 2020

VII. COMMITTEE REPORTS – None at this meeting

VIII. CORRESPONDENCE AND COMMUNICATIONS - None at this meeting

IX. RECOGNITION OF THE PUBLIC – No requests from the Public to speak or emails sent.

STATEMENT BY BOARD PRESIDENT

Pursuant to Board Policy 0164, Roberts’ Rules of Order shall govern the Board of Education in its deliberations and in the conduct of its meetings. As such, all comments from the public and from other members of the Board should be directed to the Board President who is responsible for presiding over the meeting.

Anyone who desires to ask a question must email to boemeeting@lakewoodpiners.org, between 6:30 p.m. to 7:30 p.m. the evening of the meeting, and provide their proper name, full address and the question.

The President shall direct all inquiries or comments to the appropriate Administrator or Board member for response, as appropriate. The law requires a period of public comment at our meetings, not a question or answer session or debate. The board president at his discretion may or may not feel it is appropriate to answer questions raised during the public comment period. The board and administration do take all public comments seriously and consider them when conducting business.

The President may interrupt, warn, or terminate a participant’s statement when the statement is too lengthy, abusive or obscene. In addition, Security Personnel may direct any individual to leave the meeting when that person does not observe reasonable decorum, whether the person is at the microphone or at any other place in the meeting room. New Jersey law makes it a crime for any person to intentionally disrupt a public meeting. Law enforcement will be contacted if a person disrupts the meeting and fails to desist after being directed to do so.

Finally, we ask that you silence all electronic devices.

X. REPORTS AND RECOMMENDATIONS OF THE BUSINESS ADMINISTRATOR/ BOARD SECRETARY:

A. Approve the attached Budgetary line item Transfers for – None at this meeting.

B. Acceptance of the Treasurer and Board Secretary Reports – None at this meeting.

C. Certification of No Over Expenditures: None at this meeting.

Kevin Campbell

Assistant Business Administrator/ Board Secretary

October 21, 2020

Date

- D. 1. Approval of Bills List for the Warrant Account for October 21, 2020 in the amount of \$8,185,702.50
2. Approval of **Corrected** Bills List for the Warrant Account for September 23, 2020 specifically for items requiring Supervisor signatures for release of checks in the amount of **\$3,585,828.08** (approved by State Monitor)
3. Approval of the Supplemental Bills List for the Warrant Account for October 21, 2020 in the amount of \$4,183,796.02

E. Approval of Bills List for Cafeteria Account for October 21, 2020 in the amount of \$768,581.95

F. Approval of Payroll and Board Share of Fica/Medi and DCRP for:

- September 30, 2020 in the amount of \$2,748,196.74
- October 15, 2020 in the amount of \$2,671,252.05

G. Approval of payment of New Jersey State Health Benefits for August 2020 in the amount of \$1,662,623.47

H. Transportation Items:

1. Move to award and record RFQ-T19-2021 received on 9/25/20 @ 2pm as follows:
*ROUTE WAS CANCELLED AFTER 3 DAYS ENDED AS OF 10/1/2020

VENDOR	A2Z TRANSPORTATION						AWARD
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
HOMEES4Q	\$88.00	\$1.00	\$40.00	\$88.00	3	\$264.00	AWARD
VENDOR	HARTNETT						
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
HOMEES4Q	\$167.90	\$2.00	\$60.00	\$167.90	3	\$503.70	
VENDOR	HAPPY LIME						
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
HOMEES4Q	\$152.00	\$2.80	N/A	\$152.00	3	\$456.00	

2. Move to record and award RFQ-T20-2021 received on 9/30/20 @ 2pm as follows:

VENDOR	KLARR						AWARD
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
OACS8	\$198.00	\$0.01	\$64.00	\$198.00	95	\$18,810.00	AWARD

3. Move to approve funding to Klarr for providing aides for COVID Compliance on bus routes at a rate of \$45.00 per hour/per diem on an as needed basis not to exceed \$3,000.00.

4. Move to correct the amount originally listed for RIPT renewal with Hartnett from \$27,654.37 to reflect the correct amount of \$27,654.90 listed on the 8/26 agenda.

5. Move to award DAG \$500 for the recovery of route SCHWC22 due to driver shortage with contracted Vendor.

6. Move to record and award RFQ-T21-2021 received on 10/14/20 @ 2pm as follows:

VENDOR	SCHOOL BOUND TRANSPORTATION						AWARD
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
ALPHA2Q	\$384.00	\$0.01	\$69.90	\$453.90	30	\$13,617.00	AWARD

7. Move to record and award Student Transportation Bid T13-2021 received on 10/15/2020 @ 10:00 a.m. as follows:
Klarr Transport Services Inc was the sole bidder.

VENDOR	KLARR						AWARD
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
SPES4*	\$340.00	\$0.01	\$55.00	\$395.00	150	\$59,250.00	AWARD

8. Move to approve Payment to Presidential Transportation in the amount of \$484.40 for the recovery of athletic on 10/14/20.

9. Move to record and award RFQ-T22-2021 received on October 16, 2020 @ 2pm for vocational transportation for the 20/21SY as follows:

VENDOR	HARTNETT						AWARD
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
RUGBY1Q	\$ 86.00	\$ 1.00	\$50.00	\$86.00	157	\$13,502.00	

VENDOR	A2Z TRANSPORTATION						
	Rte Cost	Inc/ Dec	Aide	TTL	x Days	TOTAL	
RUGBY1Q	\$ 70.00	\$ 2.00	\$20.00	\$70.00	157	\$10,990.00	AWARD
VENDOR	SCHOOL BOUND						
	Rte Cost	Inc /Dec	Aide	TTL	x Days	TOTAL	
RUGBY1Q	\$ 98.00	\$ 0.01	\$40.00	\$98.00	157	\$ 15,386.00	

10. Move to record and award Student Transportation Bid T12-2021 received on 09/30/2020 @ 10:00 a.m. as follows:

VENDOR	Seman-Tov						AWARD
	Rte Cost	Inc/dec	Aide Cost	Total	X days	Total	
PRS6*	\$260.00	\$0.01	\$40.00	\$300.00	149	\$44,700.00	Award
PBC3WCP*	\$175.00	\$0.01	\$40.00	\$215.00	125	\$26,875.00	Award
OWSCHI17P *	\$200.00	\$0.01	\$50.00	\$250.00	125	\$31,250.00	
CKMDWC6*	\$325.00	\$0.01	\$50.00x2	\$425.00	157	\$66,725.00	Award
HI7	\$175.00	\$0.01	\$100.00	\$175.00	149	\$26,075.00	
SPES4*							
PBCWC6*	\$140.00	\$0.01	\$43.90	\$183.90	125	\$22,987.00	Award
VENDOR	H.T.Bus						
	Rte Cost	Inc/dec	Aide Cost	Total	X days	Total	
PRS6*							
PBC3WCP*							
OWSCHI17P *							
CKMDWC6*							
HI7	\$189.00	\$0.01		\$189.00	149	\$28,161.00	
SPES4*							
PBCWC6*							

VENDOR	Presidential						
	Rte Cost	Inc/dec	Aide Cost	Total	X days	Total	
PRS6*							
PBC3WCP*							
OWSCHI17P*							
CKMDWC6*							
HI7	\$106.00	\$0.01		\$106.00	149	\$15,749.00	Award
SPES4*							
PBCWC6*							
VENDOR	Jay's Bus						
	Rte Cost	Inc/dec	Aide Cost	Total	X days	Total	
PRS6*							
PBC3WCP*							
OWSCHI17P*							
CKMDWC6*							
HI7	\$169.00	\$0.01	\$100.00	\$169.00	149	\$25,181.00	
SPES4*							
PBCWC6*							
VENDOR	Klarr						
	Rte Cost	Inc/dec	Aide Cost	Total	X days	Total	
PRS6*							
PBC3WCP*							
OWSCHI1P*	\$146.00	\$0.01	\$42.00	\$188.00	125	\$23,500.00	Award
CKMDWC6*							
HI7	\$164.00	\$0.01	\$44.00	\$164.00	149	\$24,436.00	
SPES4*	\$464.00	\$0.01	\$64.00	\$528.00	149	\$78,672.00	
PBCWC6*							

**Note: Route PBCWC6* should be PBC6WC*

Award per vendor:

Seman-Tov	PRS6,PBC3WCP,CKMDWC6,PBC6WC	\$161,287.50
Presidential	H17	\$15,749.00
Klarr	OWSCHI17P	\$23,500.00

Be it Resolved that bid for route SPES4 is rejected, as the lowest bid substantially exceeds the cost estimates for this service pursuant to NJSA 18A:18A-22(a); and

Be it Further Resolved that this route will be re-advertised pursuant to NJSA 18A:18A-4.

I. Approve the submission of the Annual Maintenance Budget Worksheet (Form M-1) and 2020/2021 Comprehensive Maintenance Plan to the Ocean Executive County Superintendent of Schools for review and approval.

J. WHEREAS, Educational Data Services prepared specifications and bids were advertised and received by the Educational Services Commission of Morris County for the New Jersey Cooperative Bid Members of which Lakewood Board of Education is a member for certain subjects,

BE IT RESOLVED, that the Lakewood Board of Education approves unit price awards for the following and future purchases made for the 2020-2021 school year for subject supplies as follows:

SUBJECT	BID NUMBER	VENDOR	AMOUNT AWARDED
Physical Education s Supplies	9808	School Specialty	\$1,687.50
		BSN sports/Varsity Sport/Passon	\$2,112.60
		Nasco Education	\$3,482.48
		Palos Sports	\$904.81
		Winning Teams by Nissel	\$121.65
Office/Computer Supplies	9829	Staples Business Advantage	\$50,816.93
Fine Art Supplies	9807	Cascade School Supplies	\$836.73
		Blick Art Materials	\$1,512.55
		School Specialty	\$6,919.77
		Nasco Educational	\$2,069.50
		National Art & School Supplies	\$1,570.27
W.B. Mason	\$3,016.45		
General Classroom Supplies	9856	School Specialty/EDU Essentials	\$137,296.59
Library Supplies	9804	Cascade School Supplies	\$290.39
		Acco Brands USA dba GBC	\$35.50
		Demco Inc	\$1,554.13
		The Library Store	\$389.58
Science Supplies	10013	School Specialty LLC	\$1,420.53
		Nasco Education LLC	\$4,398.38
		Arbor Scientific	\$1,735.00

SUBJECT	BID NUMBER	VENDOR	AMOUNT AWARDED
		Carolina Biological Supply Fisher Scientific Company LLC Flinn Scientific LLC Parco Scientific Sargent Welch/VWR Wards Science/VWR EAI Education/Eric Armin Inc	\$5,784.27 \$762.03 \$1,380.94 \$589.50 \$761.29 \$1,244.93 \$22.91
Audio Visual Supplies	9830 & 10071	Valiant National /Alltec Paper Clips Inc ACCO Brands USA/GBC Camcor Inc Adorama Inc PC University Distributors School Specialty	\$2,478.43 \$250.49 \$697.14 \$90.64 \$56.98 \$114.00 \$361.23
Health & Trainer Supplies	9806	Henry Schein, Inc School Health Corp Medco Supply/Performance Health	\$4,835.45 \$9,031.71 \$3,301.07
Copy Duplicator Supplies	10068	W.B. Mason Co. Inc.	\$49,876.60
Music	9820	Shar Products Co Music in Motion Peripole Inc. Music & Arts K&S Music Inc West Music Co	\$247.22 \$1,110.58 \$25.00 \$844.65 \$636.09 \$20.75
Teaching Aids	9834 & 9993	Cascade School Supplies School Specialty Kurtz Bros Nasco Education Inc Lakeshore Learning Materials United Supply Corp EAI Education/Eric Armin Discount School Supply Charles J. Becker/Beckers Kaplan Early Learning Co. Lakeshore Equip Co Really Good Stuff	\$2,621.04 \$5,866.86 \$1,662.61 \$57.45 \$7,750.95 \$2,539.62 \$234.12 \$800.90 \$543.76 \$988.24 \$8.99 \$2,277.09

SUBJECT	BID NUMBER	VENDOR	AMOUNT AWARDED
		S & S Worldwide Inc	\$336.63
Special Needs	9809	School Specialty Nasco Education LLC School Health Corp Super Duper Publications	\$1,675.21 \$126.19 \$643.37 \$263.62
Math Supplies	9817	Nasco Education LLC	\$78.12
World Languages	9816	Teachers Discovery Inc./American Eagle	\$1,372.87
Elementary Science/Grade Level	9758	School Specialty	\$226.33
		Carolina Biological Supply	\$15.96
		EAI Education/Eric Armin	\$57.58
Elementary Science	9765	School Specialty	\$696.00
		Nasco Educational	\$47.58
		Wards Science/VWR	\$36.41
		EAI Education/Eric Armin	\$93.38
Custodial Supplies	9837	W.W. Grainger	\$155.78

- K. Move to approve the extension of a contract with Tree Of Knowledge for IDEA Nonpublic Paraprofessional Services for the 2020-2021 school year from September 21, 2020 thru December 31, 2020, with the same terms and conditions as the 2019-2020 contract, pursuant to N.J.S.A. 18A:18A-42 at a cost not to exceed \$300,000 (change date from 9/23/2020 agenda)
- L. Approve MLC to release the payment of \$ **1,014,000.00** to Mobilease Modular Space Inc. for the installation and completion of the 56' x 64' Modular classrooms at the Lakewood Middle School
- M. Move to revise the proposal from EI Associates for Architectural and Engineering Services for Temporary Classroom Unit Installation at Lakewood Middle School. Original completion of the NJDOE drawings and documentation submittal and fee structure was for eight (8) modular classrooms and has now changed to sixteen (16) modular classrooms, at an additional fee of \$18,500.(11-000-230-334-00-0000)
- N. Move to record and award Bid 09-2021 for Cleaning Services for Nonpublic Schools received on October 20, 2020 @ 10:00 a.m. Six (6) responses were received and one response was rejected as it was unresponsive to the bid specifications and did not supply a Bid Guarantee as follows:

1. ACB SERVICES Inc., 37 School House Rd, Cream Ridge, NJ 08514

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Bais Kaila	\$5,100.00	\$510.00	
Bnos Penina	\$20,400.00	\$2,040.00	AWARD
Bnos Yaakov	\$73,600.00	\$7,360.00	
Cheder Toras Zev	\$47,600.00	\$4,760.00	AWARD
Mesivta of Central Jersey(Mesivta Tiferes Tzvi)	\$6,425.00	\$642.50	AWARD
Mesivta of Eatontown	\$6,400.00	\$640.00	
Mesivta Torah Teminah	\$24,500.00	\$2,450.00	AWARD
Mikor Chaim	\$18,400.00	\$1,840.00	
Tashbar of Lakewood	\$61,325.00	\$6,132.50	
United Talmudical Academy	\$12,300.00	\$1,230.00	AWARD
Yaaros Devash	\$6,200.00	\$620.00	AWARD
Yeshiva Birchas Chaim	\$12,300.00	\$1,230.00	
Yeshiva Chayei Olam	\$2,100.00	\$210.00	AWARD
Yeshiva Chemdas Hatorah	\$9,200.00	\$920.00	AWARD
Yeshiva Gedola Meohr Hatorah	\$9,200.00	\$920.00	AWARD

2. Cleaning Services of Hudson Valley, 55 Ramapo Road Suite 88, Garnerville, NY 10923

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Bais Kaila	\$24,726.00	\$2,472.60	
Bnos Penina	\$53,035.00	\$5,303.50	
Bnos Yaakov	\$70,200.00	\$7,020.00	
Cheder Toras Zev	\$53,040.00	\$5,304.00	
Mesivta of Central Jersey(Mesivta Tiferes Tzvi)	\$10,800.00	\$1,080.00	
Mesivta of Eatontown	\$29,117.00	\$2,911.70	
Mesivta Torah Teminah	\$77,777.00	\$7,777.70	
Mikor Chaim	\$15,600.00	\$1,560.00	AWARD
Tashbar of Lakewood	\$37,437.00	\$3,743.70	
United Talmudical Academy	\$21,838.00	\$2,183.80	
Yaaros Devash	\$12,478.00	\$1,247.80	

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Yeshiva Birchas Chaim	\$11,433.00	\$1,143.30	AWARD
Yeshiva Chayei Olam	\$12,478.00	\$1,247.80	
Yeshiva Chemdas Hatorah	\$18,733.00	\$1,873.30	
Yeshiva Gedola Meohr Hatorah	\$37,433.00	\$3,743.30	

3. Best Cleaning Building Service, 1121 Edgewater Ave #21, Ridgefield, NJ 07657

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Bais Kaila	\$4,500.00	\$450.00	AWARD
Bnos Penina	\$43,000.00	\$4,300.00	
Bnos Yaakov	\$59,000.00	\$5,900.00	
Cheder Toras Zev	\$53,750.00	\$5,375.00	
Mesivta of Central Jersey(Mesivta Tiferes Tzvi)	\$39,000.00	\$3,900.00	
Mesivta of Eatontown	\$6,000.00	\$600.00	AWARD
Mesivta Torah Teminah	\$71,500.00	\$7,150.00	
Mikor Chaim	\$22,000.00	\$2,200.00	
Tashbar of Lakewood	\$27,000.00	\$150/dly x 20 \$3,000.00	
United Talmudical Academy	\$23,500.00	\$2,350.00	
Yaaros Devash	\$54,000.00	\$300/dly x 20 \$3,000.00	
Yeshiva Birchas Chaim	\$27,000.00	\$2,700.00	
Yeshiva Chayei Olam	\$7,000.00	\$700.00	
Yeshiva Chemdas Hatorah	\$21,000.00	\$2,100.00	
Yeshiva Gedola Meohr Hatorah	\$38,000.00	\$3,800.00	

4. Golden Touch Cleaning & Maintenance, 420 Melville Ave, Lakewood, NJ 08701

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Bais Kaila	\$8,400.00	\$840.00	
Bnos Penina	\$36,750.00	\$3,675.00	

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Bnos Yaakov	\$44,750.00	\$4,475.00	AWARD
Cheder Toras Zev	\$84,500.00	\$8,450.00	
Mesivta of Central Jersey(Mesivta Tiferes Tzvi)	\$13,600.00	\$1,360.00	
Mesivta of Eatontown	\$14,950.00	\$1,495.00	
Mesivta Torah Teminah	\$32,500.00	\$3,250.00	
Mikor Chaim	\$24,500.00	\$2,450.00	
Tashbar of Lakewood	\$24,500.00	\$2,450.00	AWARD
United Talmudical Academy	\$38,900.00	\$3,890.00	
Yaaros Devash	\$12,500.00	\$1,250.00	
Yeshiva Birchas Chaim	\$28,900.00	\$2,890.00	
Yeshiva Chayei Olam	\$14,900.00	\$1,490.00	
Yeshiva Chemdas Hatorah	\$39,450.00	\$3,945.00	
Yeshiva Gedola Meohr Hatorah	\$19,450.00	\$1,945.00	

5. SMS Cleaning & Housekeeping Svc, 5140 US Highway 9, Howell, NJ 07731

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Bais Kaila	\$24,200.00	\$2,420.00	
Bnos Penina	\$82,707.50	\$8,270.75	
Bnos Yaakov	\$175,000.00	\$17,500.00	
Cheder Toras Zev	\$113,500.00	\$11,350.00	
Mesivta of Central Jersey(Mesivta Tiferes Tzvi)			
Mesivta of Eatontown			
Mesivta Torah Teminah			
Mikor Chaim	\$53,320.00	\$5,332.00	
Tashbar of Lakewood			
United Talmudical Academy	\$50,400.00	\$5,040.00	
Yaaros Devash			
Yeshiva Birchas Chaim	\$53,500.00	\$5,350.00	
Yeshiva Chayei Olam			
Yeshiva Chemdas Hatorah	\$41,120.00	\$4,112.00	

SCHOOL	ANNUAL COST BASED ON 10 MONTHS	MONTHLY COST BASED ON 180 DAYS	AWARD
Yeshiva Gedola Meohr Hatorah			

Move to award Bid 09-2021 for cleaning services for Bnos Penina, Cheder Toras Zev, Mesivta of Central Jersey, Mesivta Torah Teminah, United Talmudical Academy, Yaaros Devash, Yeshiva Birchas Chaim, Yeshiva Chayei Olam, Yeshiva Chemdas Hatorah and Yeshiva Gedola Meohr Hatorah to **ACB Services, Inc** at the above maximum yearly costs per Nonpublic School based on CARES Act Allocations and availability of funds; and

Move to award Bid 09-2021 for cleaning services for Mikor Chaim and Yeshiva Birchas Chaim to **Cleaning Services of Hudson Valley** at the above maximum yearly costs per Nonpublic School based on CARES Act Allocations and availability of funds; and

Move to award Bid 09-2021 for cleaning services for Bnos Yaakov and Tashbar to **Golden Touch Cleaning & Maintenance** at the above maximum yearly costs per Nonpublic School based on CARES Act Allocations and availability of funds; and

Move to award Bid 09-2021 for cleaning services for Bais Kaila and Mesivta of Eatontown to **Best Cleaning Building Services** at the above maximum yearly costs per Nonpublic School based on CARES Act Allocations and availability of funds.

- O. Move to approve **Addendum No. 1** to the **Catapult Learning, LLC** Agreement for Chapter 226 & CARES Act Funding for Nonpublic Nursing Services for the 2020/2021 school year.
- P. Move to approve **Addendum No. 2** to the **Catapult Learning, LLC** Agreement for Chapter 192/193 Instructional services to Eligible Students, Title I Basic Skills and Title III to Promote Academic Achievement for “At-Risk” and Failing Children of Nonpublic Schools in Lakewood for the 2020/2021 school year.
- Q. Move to approve **Addendum No. 2** to the **Catapult Learning, LLC** Agreement for Title I, Title IIA and Title III Professional Development to Enrich Teacher Knowledge in Providing Instruction for “At-Risk” Children in Private Schools and Title I Parental Involvement for Parents of Title I Nonpublic Students in Lakewood for the 2020/2021 school year.

XI. REPORTS AND RECOMMENDATIONS OF SUPERINTENDENT:

A. Superintendent Items

1. Approve the first reading of the following Bylaws, Policy and Regulation:
 - Policy 1620 Administrative Employment Contracts (M) (R)
 - Policy 2431 Athletic Competition (M) (R)
 - Regulation 2431.1 Emergency Procedures for **Sports and Other Athletic Activity** (M) (R)
 - Policy 2464 Gifted and Talented Pupils (M) (R)
 - Policy 5330.05 Seizure Action Plan (M) **NEW**
 - Regulation 5330.05 Seizure Action Plan (M) **NEW**
 - Policy 6440 Cooperative Purchasing (M) (R)
 - Policy 6470.01 Electronic Funds Transfer and Claimant Certification (M) **NEW**
 - Regulation 6470.01 Electronic Funds Transfer and Claimant Certification (M) **NEW**
 - Policy 7440 School District Security (M) (R)
 - Regulation 7440 School District Security (M) (R)
 - Policy 7450 Property Inventory (M) (R)
 - Policy 8420 Emergency and Crisis Situations (M) (R)
 - Policy 8561 Procurement Procedures for School Nutrition Programs (M) (R)
2. Approve the revised 2020-2021 District School Calendar, as per the Governors Executive Order 177, the district will be closed on Election Day, November 3, 2020.
3. Approve the purchase of Educere licenses for Lakewood High School students:
38 Special Education licenses, at \$200.00 for half year, maximum of \$7,600 (English)
28 Special Education licenses, at \$200.00 for half year, maximum of \$5,600 (Science)
34 Remote students 4 classes each, at \$200.00 a class, maximum of \$27, 200.00
Not to exceed \$40,400.00, to be paid through CARES ACT funds, budget account # 20-479-100-600-29-2520-000.
4. Approve Darlene Deinhardt for overtime, on an as needed basis, to complete the State required Open Enrollment program submission(s), during October 2020 and November 2020.
5. Approve building principals, assistant principals, and supervisors, for the 2020-2021 school year, on an as needed basis, in the event students are returned by transportation at the end of the bus run, to be paid \$80.00 per hour for time spent after hours outside of their contractual obligations.
6. Approve Jeanette Rodriguez, SSS secretary for overtime, during the 2020 -2021 School Year, in the event students are returned by transportation at the end of the bus run, on an as needed basis, for time spent after hours outside of her contractual obligations.

7. Approve Allison McGrath to provide Special Education Instruction for 3rd grade Remote Learning inclusion students at Clifton Avenue Grade School, effective September 28, 2020 through December 31, 2020, 5 days a week, 2 hours a day, for a maximum of 10 hours a week, at a rate of \$40.00 per hour.
8. Approve Tara Chapman to provide Special Education Instruction for 4th Grade Remote Learning inclusion students at Clifton Avenue Grade School, effective September 28, 2020 through December 31, 2020, 5 days a week, 2 hours a day, for a maximum of 10 hours a week, at a rate of \$40.00 per hour.
9. Approve Peter Coviella to provide Special Education Science Instruction for 6th, 7th, & 8th grades Remote Learning students at Middle School, effective September 28, 2020 through December 31, 2020, 5 days a week, 2 hours a day, for a maximum of 10 hours a week, at a rate of \$40.00 per hour.
10. Approve Matthew Payne to provide Special Education Math Instruction for 6th, 7th, & 8th grades Remote Learning students at Middle School, effective September 28, 2020 through December 31, 2020, 5 days a week, 2 hours a day, for a maximum of 10 hours a week, at a rate of \$40.00 per hour.
11. Approve Vivien Kok to create daily ESL lessons for Remote Learning 4th grade students, effective September 30, 2020 through December 31, 2020, 5 days a week, 1 hour a day, for a maximum of 5 hours a week, at a rate of \$40.00 per hour.
12. Approve Juan Nunez Brito and Vanessa Diaz, paraprofessionals, to work with tier 1-2 bilingual kindergarten students who are on remote instruction, effective September 30, 2020 through December 31, 2020, 5 days a week, 1 hour per day, for a maximum of 5 hours per week, at a rate of \$20.00 per hour.
13. Approve the following Anti-Bullying Specialist for training “Harassment, Intimidation, and Bullying” updates and developments in state and federal law, including case law, emerging trends, cyberbullying, and the most recent guidance from the NJ and US Departments of Education for the 2020-2021 school year provided virtually by Legal One, November 12, 2020, at a cost of \$125.00 per staff member, not to exceed \$1,000.00, to be paid through budget account #15-000-218-500-03-0003.

Luisanny Ortiz
Elyssa Greene
Corrine Hoffman
Tara Napolitano
Sharon Sanchez
Rachael Liebhauser
Jaylin Burzon
Deidre Krok

14. Approve the following LMS staff, for the Element Alternative Program, as a substitute, on an as needed basis, for the Element Alternative Program, beginning September 11, 2020 through June 22, 2021, at a rate of \$40.00 per hour, to be paid through the following budget account #15-423-100-101-04-0004. Originally approved on June 16, 2020 agenda.

Andrea Palermo
 Susan Myers
 Quoc Tu
 Katie Kirby

15. Approve Danielle Goble, for the Element Alternative Program, as a paraprofessional substitute, on an as needed basis, beginning October 22, 2020 through June 22, 2021, at a rate of \$20.00 per hour, to be paid through the following budget account: Aide : 15-423-100-106-04-004,. Originally approved on June 16, 2020 agenda.

16. Approve LMS Guidance Counselors and Jonathan Gant for summer scheduling, effective July 1, 2020 through August 21, 2020, at a rate of \$40.00 per hour, cost not to exceed \$11,000.00, to be paid through LMS budget account Guidance Counselors - # 15-000-218-104-04-0004, Vendor - #15-000-219-320-04-0004 (correction from the May 13, 2020 Agenda).

Name	Maximum Hours
Gant, Jonathan	220
Varela, Gloria	25
Greene, Elyssa	25
Temperino, Lanny	25

17. Approval Lakewood Middle School to accept 500 books donated by Bridge of Books Fountain, to be to provide students with a wide variety of high interest titles with diverse subject matters, characters and genres.

18. Approve Meredith Alvira, Staff Development to provide special education workshops, videos and resources for Lakewood Middle School Special Education teachers, for the 2020-2021 school year, at a rate of \$1,700.00 per day, not to exceed \$11,900.00, to be provided through budget account #20-270-200-300-15-0015.

19. Approval the donation by the Howell Target located at 4955 U.S. 9, Howell Township, of 5-7 multi-tiered carts. The carts will assist teachers in transporting their educational supplies to their established cohorts. This is a continued PBSIS community partnership established previously by the PBSIS Committee. The contact is Shane Hanscom, General Manager. There is NO COST to the school district.

20. Approve Jennifer Patella, OSS Media Specialist, to attend Virtual Workshop Training presented by Follett, Destiny Library Manager "Building Success In and Beyond the Library," consisting of six (6) individual modules, to be completed by December 17, 2020, at a cost of \$198.00, to be paid through budget account #15-190-100-610-09-0009.
21. Approve James DeSopo, LHS teacher, to attend a mandatory TSA virtual meeting, October 8, 2020, from 5: 00 p.m. to 7:00 p.m., a maximum of 2 hours, at a rate of \$40.00 per hour, not to exceed \$80.00, to be paid through Perkins Grant funds, budget account #20-360-200-104-03-0000.
22. Approve Maria Byrd, HS Guidance Counselor, to work on the HS 2020-2021 block scheduling, a maximum of 30 hours outside of her contractual obligations, at a rate of \$40.00 per hour.
23. Approval Help Desk from Freshworks renewal, effective October 5, 2020 through September 4, 2021, at a cost of \$2,280.00, to be paid through budget account #11-000-252-500-00-0000.
24. Approval of the final payment to Recapture Technologies for the E-rate Form 471, Form 486 and E-rate reimbursement forms for the 2019-2020 funding year, in the amount of \$13,500.00, to be paid through budget account #11-000-252-500-00-0000.
25. Approve SendPro 3000 Mailing System lease from Pitney Bowes, a 60 month price protected lease of \$768.31 per month, which includes maintenance, to be paid through budget account #11-000-230-530-15-0015.
26. Approve CDW Lightspeed Relay renewal for spam filtering/archiving web filter at a cost of \$25,050.00, effective November 26, 2020 through November 25, 2021, to be paid through budget account 11-000-252-500-00-0000.
27. Approve the renewal of "REMIND" notification alerts for the 2020.2021 school year, effective July 1, 2020 through June 30, 2021, a cost of \$6, 875.55, to be paid through budget account 11-000-230-610-00-0000 (original Board approved on the September 23, 2020 Agenda).
28. Approve the 2020-2021 tuition costs for the following out-of-district placements to be paid through budget account #11-000-100-566-00-0000 and 11-000-100-566-0001. **Subject to review by General Counsel; moreover, no payments will be made more than 30 days in advance unless and until the Administration provides a written rationale as to the basis for same and the Board specifically approves same at a Board meeting. In addition, as to the New Jersey Department of Education Mandated Tuition Contract, Page 10, Paragraph "A." (and/or anywhere delineated in the Contract) "any and all monies owed, if any, by the district to the approved private school(s) shall be**

paid throughout the 2022-2023 school year provided there are no applicable Audit findings, applicable with State law , provided there are available funds, and shall be paid throughout the 2022-2023 school year.” Subject to a valid and current IEP.

Number	Placement	Per Diem/ Monthly/ Yearly Rate	Aide Per Diem/ Monthly/Yearly Rate	Billable Days/ Months	Start Date
909896	Collier School	\$347.00/day		165 days	9/30/2020- 6/30/2021

29. **Be it Resolved** that the District agrees to pay for an aide for Student# 215358 for the period of 1 week from July 6, 2020 through July 14, 2020, while NJDOE approved Harbor School is virtual and not in person, at a rate of \$25.00 per hour, 6 hours per day for a total not to exceed \$1,050.00, upon receipt of documentation from the parent of fingerprints and certifications of said aide and/or aides. Harbor School was not paid for an aide during this time period.
30. Approve Shore Educational LLC, for the 2020-2021 school year, to complete educational evaluations at a rate of \$350.00 per evaluation, and to attend CST meetings at a rate of \$65.00 per hour, not to exceed \$25,000.00, to be paid through budget account #11-000-219-320-00-0000.
31. Medical/Administrative Homebound Instruction for the following students by the following agency/consultant. (Budget Account #11-150-100-320-00-0000).

Number	Agency/Consultant	Date	Hourly Rate
194469	Kathryn Bower	11/4/20 – 12/4/20	\$40.00
930140	Rachel Jasinski	11/4/20 – 12/4/20	\$40.00
932959	Brenda Douglas	11/4/20 – 12/4/20	\$40.00
912193	Carmella Quick	11/4/20 – 12/4/20	\$40.00
204275	Candy Herriger	10/12/20 – 11/9/20	\$40.00
933619	Candy Herriger	9/16/20 – 12/16/20	\$40.00
911027	Kathleen Kirby	11/4/20 – 12/4/20	\$40.00
933613	Tanya Lees	11/16/20 – 12/16/20	\$40.00
920585	Valerie Truisi	9/22/20 – 11/22/20	\$40.00
225410	Learnwell dba El	10/6/20 – 11/5/20	\$51.00
201012	Kathryn Bower	10/14/20 – 11/25/20	\$40.00
202014	Jeanette Callahan	10/9/20 – 10/26/20	\$40.00
906430	Tanya Lees	10/14/20 -11/14/20	\$40.00

32. Approve Tree of Knowledge to provide student ID #912193, as per IEP, for the 2020-2021 school year, art therapy (two per week) and counseling(one per week) at a rate of \$130.00 per session; not to exceed \$17, 940.00, to be paid through budget account # 11-150-100-320-00-0000.
33. Approve Tree of Knowledge to provide supplemental/home instruction for students ID# 922837, for the 2020-2021 school year, at a rate of \$50.00 per hour, not to exceed \$10,500.00, to be paid through budget account # 11-150-100-320-00-0000.
34. Approve Tree of Knowledge to provide supplemental/home instruction for students ID# 913847 for the 2020-2021 school year , at a rate of \$50.00 per hour, not to exceed \$10,500.00, to be paid through budget account # 11-150-100-320-00-0000.
35. Approve Tree of Knowledge to provide supplemental/home instruction for students ID# 906527 for the 2020-2021 school year, at a rate of \$50.00 per hour, not to exceed \$11,500.00, to be paid through budget account # 11-150-100-320-00-0000.
36. **Be It Hereby Resolved** that in the student matter captioned, *B.G. & R.G. o/b/o Y.G. v. Lakewood Township Board of Education* OAL Docket Number # EDS 09156-20; Agency Ref: 2021-32030; Lakewood School District will be financially responsible for the nonsectarian portion of tuition for the school years 2020-2021 through 2021-2022 at SINAI Academy, Livingston, NJ; not to exceed \$93,868.73. District agrees to increase not to exceed 5% per year based on the previous year's non-sectarian tuition. This Agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Transportation will be provided on an existing route with bus aide for medical needs, if warranted. No IEP. No Stay Put. No ESY. No attorney fees to the Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student 913847) (**Pending Neurological Clearance**)
37. **Be It Hereby Resolved** in the student matter captioned, *H.M. o/b/o E.M v. Lakewood Township Board of Education*; Lakewood School District will be financially responsible for the nonsectarian portion of tuition for the school years 2020-2021 through 2022-2023 at SINAI Academy, Livingston, NJ; not to exceed \$86,858.03. District agrees to increase not to exceed 5% per year based on the previous year's non-sectarian tuition. This Agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Methfessel and Werbel shall review

this Agreement. Transportation will be provided on an existing route. No IEP. No ESY. No attorney fees to the Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 910839)

38. **Be It Hereby Resolved** in the student matter captioned, *A.B. & D.B. o/b/o M.B v. Lakewood Township Board of Education*; OAL Docket Number # EDS 08316-20; Agency Ref: 2021-31918; the Lakewood School District will be financially responsible for the nonsectarian portion of tuition for the school years 2020-2021 at SINAI Academy, Teaneck, NJ; not to exceed \$71,470.34. This Agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Methfessel and Werbel shall review this Agreement. Transportation will be provided on an existing route. No IEP. No ESY. No attorney fees to the Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 8235)
39. **Be it Hereby Resolved** that in the student matter captioned *E.M. & D.M. o/b/o R.M. v the Lakewood Board of Education* OAL Docket Number # EDS-09482-20 Agency Ref: 2021-32053; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; no aide will be paid or reimbursed for and related services will be paid for as delineated in the IEP dated 6/16/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Occupational Therapy \$70/hr, and Counseling \$70/hr for a licensed counselor.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 910637)
40. **Be it Hereby Resolved** that in the student matter captioned *I.W. & N.W. o/b/o A.W. v the Lakewood Board of Education*, subject to OAL Approval, pending IEP; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; no aide will be paid or reimbursed for and related services will be paid for that will be delineated in the IEP. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the

specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Occupational Therapy \$70/hr, and Counseling \$70/hr for a licensed counselor.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 933613)

41. **Be it Hereby Resolved** that in the student matter captioned *C.G. & S.G. o/b/o S.G. v the Lakewood Board of Education* Agency Ref: 2021-31963, subject to OAL Approval, pending IEP; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$40,000.00; no aide will be paid or reimbursed for and related services will be paid for that will be delineated in the IEP. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, and Counseling \$70/hr for a licensed counselor.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Methfessel and Werbel shall review this Agreement. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 926205)

42. **Be it Hereby Resolved** that in the student matter captioned *Y.R. & F.R. o/b/o E.R. v the Lakewood Board of Education* subject to OAL Approval; the Board of Education approve to continue with prior Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; 1:1 aide will be paid at \$3,000 per month not to exceed \$30,000.00; and related services will be paid for as delineated in the IEP dated 10/07/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Occupational Therapy \$70/hr, Counseling \$70/hr for licensed counselor and ABA Therapy \$100/hr.) Payment in 10 monthly

installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Methfessel and Werbel shall review this Agreement. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 4223)

43. **Be It Hereby Resolved**, that in the student matter captioned, *G.U. and L.U. o/b/o R.U v. Lakewood Township Board of Education*, OAL Docket Number # EDS-09088-20, Agency Reference Number 20201-32008, Lakewood School District will be financially responsible for the nonsectarian portion of tuition including related services for the school year 2020-2021 through 2024-2025 at SINAI Academy, Livingston, NJ; not to exceed \$67,032.00 with a 5% increase per year of the previous year's tuition or current Yale rate for each year, whichever is the lesser of the two. This agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement. upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Methfessel and Werbel shall review this Agreement. Transportation will be provided on an existing route. No IEP. No Stay Put. No ESY. No Tuition will be paid beyond June 2025. No attorney fees to Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 909352) **(Previously approved on September 8, 2020 Agenda.)**
44. **Be It Hereby Resolved**, that in the student matter captioned, *G.U. and L.U. o/b/o G.U v. Lakewood Township Board of Education*, OAL Docket Number # EDS-09089-20, Agency Reference Number 2021-32009. Lakewood School District will be financially responsible for the nonsectarian portion of tuition including related services for the school year 2020-2021 through 2024-2025 at SINAI Academy, Livingston, NJ; not to exceed \$67,032.00 with a 5% increase per year of the previous year's tuition or current Yale rate for each year, whichever is the lesser of the two. This Agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Methfessel and Werbel shall review this Agreement. Transportation will be provided on an existing route. No IEP. No Stay Put. No ESY. No Tuition will be paid beyond June 2025. No attorney fees to Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 909351) **(Previously approved on September 8, 2020 Agenda.)**

45. **Be It Hereby Resolved** that in the student matter captioned, *M.B. o/b/o S.B. v. Lakewood Township Board of Education*, OAL Docket Number # EDS 09099-20, Agency Reference 2021-32015. Extend prior settlement Agreement to include school years 2020-2021 through 2022-2023 (Age 21); not to exceed \$75,238.94 for the nonsectarian portion of tuition including related services at SINAI, Teaneck, NJ. District agrees to increase not to exceed 5% per year based on the previous year's non-sectarian tuition. This Agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Methfessel and Werbel shall review this Agreement. Transportation will be provided on an existing route. No IEP. No ESY. No attorney fees to Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 195324) **(Previously approved on September 8, 2020 Agenda.)**
46. **Be It Hereby Resolved** that in the student matter captioned, *Y.B. o/b/o Y.B. v. Lakewood Township Board of Education* OAL Docket Number #EDS -08802-20, Agency Reference 2021-31962, Lakewood School District will be financially responsible for the nonsectarian portion of tuition for the school year 2020-2021 & 2021-2022 at SINAI Academy, Livingston, NJ; not to exceed \$77,606.20. District agrees to increase not to exceed 5% per year based on the previous year's non-sectarian tuition. This Agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Methfessel and Werbel shall review this Agreement. Transportation will be provided on an existing route. No IEP. No ESY. No attorney fees to Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 906965) **(Previously approved on September 8, 2020 Agenda.)**
47. **Be It Hereby Resolved** that in the student matter captioned, *P.P. & C.P o/b/o Y.P v. Lakewood Township Board of Education* OAL Docket Number #EDS 08782-20, Agency Reference Number 2021-31985, Lakewood School District will be financially responsible for the nonsectarian portion of tuition including related services for the school year 2020-2021 through 2024-2025 at SINAI Academy, Livingston, NJ; not to exceed \$74,864.80. District agrees to increase not to exceed 5% per year based on the previous year's non-sectarian tuition. This Agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this Agreement upon reasonable notice to SINAI. SINAI will provide the CSP with progress updates in March and July of each year which shall include goals for the student. SINAI will also provide a proposed schedule for each school year. Methfessel

and Werbel shall review this Agreement. Transportation will be provided on an existing route. No IEP. No ESY. No attorney fees to the Petitioner. No Tuition will be paid beyond June 2025. Per the recommendation of the Supervisor of Child Study Team (Student ID 7989) **(Previously approved on September 8, 2020 Agenda.)**

48. **Be it Hereby Resolved** that in the student matter captioned *E.G. & A.G. o/b/o L.G. v the Lakewood Board of Education* OAL Docket Number # EDS-09475-20 Agency Ref: 2021-32049; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; no aide will be paid or reimbursed for and related services will be paid for as delineated in the IEP dated 6/16/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Occupational Therapy \$70/hr, and Physical Therapy \$80/hr.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 4474) **(Previously approved on September 8, 2020 Agenda.)**

49. **Be it Hereby Resolved** that in the student matter captioned *Y.H. & T.H. o/b/o B.H. v the Lakewood Board of Education* OAL Docket Number # EDS-09359-20 Agency Ref: 2021-32158; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; no aide will be paid or reimbursed for and related services will be paid for as delineated in the IEP dated 6/16/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Social Skills \$70/hr, and Counseling \$70/hr for licensed counselor) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 907079) **(Previously approved on September 8, 2020 Agenda.)**

50. **Be it Hereby Resolved** that in the student matter captioned, *A.C. & T.C., o/b/o N.C. v. Lakewood Board of Education*; Agency Ref: 2021-31998, to continue with prior Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$38,000.00; plus a 1:1 Aide at a rate of \$3,000.00 per month not to exceed \$30,000.00; and related services will be paid for as delineated in the IEP dated 7/29/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Occupational Therapy \$70/hr, Physical Therapy \$80/hr, Vision Therapy \$150/hr and ABA Therapy \$100/hr.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Methfessel and Werbel shall review this Agreement. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student# 6972) **(Previously approved on August 26, 2020 Agenda)**

51. **Be it Hereby Resolved** that in the student matter captioned *Y.G. & H.G. o/b/o N.G. v the Lakewood Board of Education* OAL Docket Number # EDS-08920-20, Agency Ref: 2021-32001; the Board of Education approve to continue with prior Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; 1:1 aide will be paid at \$3,000 per month not to exceed \$30,000.00; and related services will be paid for as delineated in the IEP dated 6/16/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Occupational Therapy \$70/hr, Counseling \$70/hr for licensed counselor and ABA Therapy \$100/hr.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Methfessel and Werbel shall review this Agreement. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner Per the recommendation of the Supervisor of Child Study Team (Student ID 4309) **(Previously approved on August 26, 2020 Agenda)**

52. **Be it Hereby Resolved** that in the student matter captioned *B.S. & C.S. o/b/o M.S. v. the Lakewood Board of Education* OAL Docket Number # EDS-09286-20, Agency Ref: 2021-32042; the Board of Education to continue with prior Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$42,500.00, no aide will be paid or reimbursed for and related services will be paid for as delineated in the IEP dated 7/23/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Counseling \$70/hr for licensed counselor). Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Methfessel and Werbel shall review this Agreement. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student ID 3636) **(Previously approved on August 26, 2020 Agenda)**

53. **Be it Hereby Resolved** that in the student matter captioned *M.L. & S.L. o/b/o Z.L. v the Lakewood Board of Education*, OAL Docket Number # EDS-09157-20, Agency Ref: 2021-32028; the Board of Education to continue with prior Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; no aide will be paid or reimbursed for and related services will be paid for as delineated in the IEP dated 6/04/20. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Counseling \$70/hr for licensed counselor and ABA Therapy \$100/hr) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of the Supervisor of Child Study Team (Student 911099) **(Previously approved on August 26, 2020 Agenda)**

54. Approval to submit the Initial Application for Temporary Instructional Space for the 2020-2021 School Year at the following locations:

Name of School	Address	Instructional Space
Bais Kaila High School	183 Spruce Street/ 100 Bais Kaila Lane	Trailer A
Nachlas Bais Yaakov	13th Street	Pod A
Talmud Torah Tolodos Yaakov Yosef	670 Squankum Road	Pod A
United Talmudical Academy	800 Princeton Ave	Pod A & B
Bais Reuven Kamenitz	299 Monmouth Ave.	Trailer A & Pod A
Belz Institution of Lakewood	388 Chestnut St.	Pod A & B
Bnos Penina	501 Prospect St.	Trailer A
Bnos Yaakov Elementary	2 Kent Rd.	Pod A
Yeshiva Even Yisroel	66 Nieman Rd	Trailer A
Cheder Eitz Chaim	1483 E. Spruce Street	Pod A & B
Tiferes Chaya	431 Joe Parker Ave	Trailer A & B
Calvary Academy	1133 E. County Line Rd	Trailer A & B
Yeshivat Yagdil Torah	100 James Street	Trailer A
Yeshiva Yesodei Hatorah/ Cheder Bais Yisroel	1 South Bell Ave.	Pod A & B
Cheder Toras Zev	1000 W. Cross St. Suite 2	Pod A & B
Shiras Chaim	805 Cross Street	Trailer A
Bais Rochel	115 Carey Street	Trailer A, Pod A, B, C, & D
Congregation Damesek Eliezer	198 Ocean Avenue	Pod A
Talmud Torah Yesodei Hatorah	509 Joe Parker Ave	Pod A & B

55. Approve the **Professional Development** for the following staff for the 2020-2021 school year:

LAST NAME	FIRST NAME	WORKSHOP	DATE(S)	REGISTRATION FEE	MILEAGE	OTHER
Mena	Elsa	Patterns of Power Espanol	#3/25/21	*\$129.00	\$0.00	\$0.00
Paolantonio	Tracy	Patterns of Power Espanol	#3/25/21	*\$129.00	\$0.00	\$0.00
Kinsella	Aimee	Patterns of Power Espanol	#3/25/21	*\$129.00	\$0.00	\$0.00
Lowinger	Leah	Let's Get Real	11/24/20	*\$109.00	\$0.00	\$0.00

LAST NAME	FIRST NAME	WORKSHOP	DATE(S)	REGISTRATION FEE	MILEAGE	OTHER
Kaweblum	Sara	Let's Get Real	11/24/20	*\$109.00	\$0.00	\$0.00
Ruiz	Michael	Patterns of Power Espanol	#3/25/21	**\$129.00	\$0.00	\$0.00

*Registration Account #11-000-223-320-00-0000

#change of date for workshop – Original Board approval 9/23/2020

**Registration Account #11-000-219-580-00-0000

56. **Be it Hereby Resolved** that in the student matter captioned *H.M. & B.M. o/b/o AM. v the Lakewood Board of Education*, pending IEP; the Board of Education approves an extension of the continued placement at Putnam/Northern Westchester BOCES, Sunshine School from July 2020- June 2023, including ESY per IEP. Tuition not to exceed state approved amount per year; 1:1 Aide not to exceed state approved amount per year and the related services to be paid shall be delineated in the IEP. ESY program to be provided per recommendation of IEP. For ESY 2020, 2021, 2022 shall be paid at a rate not to exceed the state approved amount; 1:1 Aide for ESY at a rate not exceed the state approved amount, and 6 weeks of related services. As to any related services the rates are not to exceed the state approved amount for Speech Therapy per 30 min session; Occupational Therapy per 30 min session; and Physical Therapy per 30 min session. This agreement is contingent upon on a yearly basis that a district selected evaluator, evaluates student and student demonstrates progress. In addition, the District can conduct any additional evaluations and observations during the term of this agreement. Payment will be made upon receipt of continued proof of residency and progress reporting and other documentation in a form acceptable to the District. Methfessel and Werbel shall review this agreement. Progress reporting, testing and proposed schedule to be provided by Putnam/Northern Westchester BOCES, Sunshine School. No reimbursement of Evals or Attorney Fees for Petitioner. No Stay Put. No Transportation. No Residential Cost. Per the recommendation of Child Student Team and the Supervisor of Child Study Team, as well as independent evaluation (Student ID 195334)

57. Approve the renewal of 50 Learning A-Z licenses for the K-2 teachers at Piner, SSS, OSS, and CAGS, 1 year licenses starting December 22, 2020, at a cost not exceed \$5,247.50, to be paid through budget accounts: 15-190-100-610-06-0006, 15-190-100-610-07-0007, 15-190-100-610-09-0009, 15-190-100-610-10-0010.

58. Approve the following placements for the Fall 2020 semester for student teaching (subject to approval of Criminal History background check):

LAST NAME	FIRST NAME	COLLEGE/UNIVERSITY	PLACEMENT	DATES FOR PLACEMENT
*Ford	Sylvia	Kean	LMS	9/1/2020-12/18/2020

*Approved on the 6/24/20 agenda

59. Approve Penina Abraham, School Psychologist, student of Touro University, master’s program, for the 2020-2021 school year, at no cost to the District. In the event of any changes to the program requirements and/or the Agreement between the District and Touro University, the Superintendent and the Supervisor of Child Study Team will be informed immediately.

60. Approve the revised Job Description for Supervisor of Bilingual/ESL Programs, Word Language & Testing.

B. PERSONNEL

1. CERTIFICATED

a. Resignations

1. JONES, Rebecca
Teacher - Pre K Teacher of The Deaf – SSS
Effective: November 22, 2020 or sooner
2. BEDROSE, Marissa
Remote Learning Teacher - **ONLY**
September 21, 2020 or sooner
3. THOMPSON, Andrea
Teacher – ESL – EGC
Effective: December 9, 2020 or sooner
4. MEYER, Cariann
Teacher – ESL – SSS
Effective: December 11, 2020 or sooner
5. WOODRUFF, Jessica
Teacher – POS Science/Social Studies – LMS
Effective: October 13, 2020

6. CARRION, Damarisinai
Department Coordinator – World Languages – ONLY
Rescinded Position

b. Retirements

1. WILLIAMS-BROWNE, Hyacinth
School Nurse – OSS
Effective: January 1, 2021
2. GONZALEZ, Evelyn
Teacher – Bilingual Instructional Coach – LHS
Effective: January 1, 2021
3. KELLY, Richard
Teacher – ICS - LA – LHS
Effective: December 31, 2020

c. Terminations - None At This Meeting

d. Leaves of Absence

1. Bedrose, Marissa
Teacher-CAGS
Medical-Sick (10 days)-Paid
Effective: September 21st, 2020
Terminating: October 5th, 2020
(pending attendance data)
Medical-FMLA-Unpaid
Effective: October 6th, 2020
Terminating: December 22nd, 2020 (pending doctor's release)
(updated, originally board approved 9/23/20 additions)
2. Borres, Jessica
Guidance Counselor-LHS
Maternity-FMLA- Unpaid
Effective: November 16th, 2020
Terminating: January 8th, 2021
Maternity-NJFLA-Unpaid
Effective: January 11th, 2021
Terminating: April 9th, 2021
Maternity-Sick (24 days) & Personal (4 days)-Paid
Effective: April 12th, 2021
Terminating: May 19th, 2021

Maternity- Extra Consideration (24)-Paid minus sub pay
Effective: May 20th, 2021
Terminating: June 23rd, 2021
(pending attendance data)

3. Carrión-Flores, Damarisinaí
Teacher-LHS
EPSLA-Childcare (10 days)-Paid 2/3
Effective: September 1st, 2020
Terminating: September 15th, 2020
EFMLEA-Childcare (10 days)-Unpaid
Effective: September 1st, 2020
Terminating: September 15th, 2020
EFMLEA-Childcare (50 days)-Paid 2/3
Effective: September 16th, 2020
Returning: December 4th, 2020
(Due to lack of Child Care and/or as the residential District is not offering 5 days a week In-Person Instruction.)

4. Drag, Dawn
Teacher-CAGS
Maternity-Sick (23 days)-Paid
Effective: October 22nd, 2020
Terminating: November 30th, 2020
(pending attendance data)
Maternity-FMLA-Unpaid
Effective: December 1st, 2021
Terminating: February 23rd, 2021
Maternity-NJFLA-Unpaid
Effective: February 24th, 2021
Returning: May 3rd, 2021
(revised, originally board approved 9/23/20 additions)

5. Gayda, Christine
Nurse-Piners
EPSLA-Childcare (10 days)-Paid 2/3
Effective: September 8th, 2020
Terminating: September 21st, 2020
EFMLEA-Childcare (10 days)-Unpaid
Effective: September 8th, 2020
Terminating: September 21st, 2020
EFMLEA-Childcare (50 days)-Paid 2/3
Effective: September 22nd, 2020

Returning: December 10th, 2020
(Due to lack of Child Care and/or as the residential
District is not offering 5 days a week
In-Person Instruction.)
(updated, originally board approved 9/8/20 additions)

6. Gervasini, Alexis
Teacher-EGC
Caregiving-FMLA-Unpaid
Effective: October 5th, 2020
Returning: January 4th, 2021

7. Haines, Melanie
Teacher-SSS
EMFLEA-Childcare (10 days)- Unpaid
Effective: October 1st, 2020
Terminating: October 15th, 2020
EFMLEA-Childcare (10 days)-Paid 2/3
Effective: October 16th, 2020
Returning: October 30th, 2020
(Due to lack of Child Care and/or as the residential
District is not offering 5 days a week
In-Person Instruction.)

8. Katz, Aviva
Teacher-LECC Campus 3
Bonding-FMLA-Unpaid
Effective: October 2nd, 2020
Returning: October 16th, 2020

9. Lasdun, Ahuva
Teacher-LECC Campus 1
EMFLEA-Childcare (2 days)- Unpaid
Effective: October 1st, 2020
Returning: October 5th, 2020
(Due to lack of Child Care and/or as the residential
District is not offering 5 days a week
In-Person Instruction.)

10. McCracken, Trudy
Teacher-Piners
Medical-Sick (30 days)-Paid
Effective: October 23rd, 2020
Returning: December 11th, 2020 (pending doctor's release)
(pending attendance data)
11. Padilla, Zeynep
Teacher- SSS
Medical-Sick (3.5) & Personal (1)-Paid
Effective: September 1, 2020
Terminating: September 8, 2020
Medical-Extra Consideration -minus sub pay (22.5 days)-Paid
Effective: September 8, 2020
Terminating: October 13, 2020 (pending doctor's release)
EPSLA-Childcare-Paid 2/3
Effective: October 14th, 2020
Returning: October 28th, 2020
(Due to lack of Child Care and/or as the residential
District is not offering 5 days a week
In-Person Instruction.)
(updated, originally board approved 9/8/20 additions)
12. Rodger, Renee
Teacher-EGC
Medical-Sick (4 days)-Paid
Effective: September 1st, 2020
Terminating: September 4th, 2020
(pending attendance data)
Medical-FMLA-Unpaid
Effective: September 8th, 2020
Terminating: December 1st, 2020
Medical-Contractual-Unpaid
Effective: December 2nd, 2020
Terminating: June 30th, 2021 (pending doctor's release)
(updated, originally board approved 9/23/20 additions)

13. Spiecker, Victoria
 Teacher-SSS
 Medical-FMLA-Unpaid
 Effective: October 14th, 2020
 Terminating: December 4th, 2020
 Maternity-NJFLA-Unpaid
 Effective: December 5th, 2020
 Returning: March 8th, 2021
14. Turner, Georgette
 Teacher-CAGS
 Maternity-Sick (30 days) & Personal (1)-Paid
 Effective: October 19th, 2020
 Terminating: December 4th, 2020
 (pending attendance data)
 Maternity-NJFLA-Unpaid
 Effective: December 5, 2020
 Returning: March 8th, 2021
 (Correction from Board approved 9/23/20)
15. Villa, Kelly
 Teacher-LHS
 EPSLA-Childcare (10 days)-Paid 2/3
 Effective: September 1st, 2020
 Terminating: September 15th, 2020
 EFMLEA-Childcare- (10 days)-Unpaid
 Effective: September 1st, 2020
 Terminating: September 15th, 2020
 EFMLEA-Childcare- (34 days)-Paid 2/3
 Effective: September 16th, 2020
 Returning: December 4th, 2020
(Due to lack of Child Care and/or as the residential District is not offering 5 days a week In-Person Instruction.)
 (updated, originally board approved 8/26/20)
16. Wolfe, Staci
 Teacher-Piner
 Medical-FMLA-Unpaid
 Effective: September 4th, 2020
 Returning: November 30th, 2020 (pending doctor's release)
 (updated, originally board approved 8/26/20 additions)

17. Wootton, Kathleen
Teacher-OSS
Medical- Sick (54)-Paid
Effective: September 4th, 2020
Returning: December 1st, 2020 (pending doctor's release)
(pending attendance data)
(updated, originally board approved 9/8/20)

18. Zwick, Rachel
Teacher-LECC Campus II
Contractual Maternity-Unpaid
Effective: September 22nd, 2020
Returning: November 3rd, 2020
(revised, originally board approved 8/12/20)

e. Transfers

1. MAZZARONI, Susan
From: Teacher - ESL – SSS
To: Teacher – ESL – Piner/LECC
Effective: October 5, 2020
Terminating: June 30, 2021
(replacement for C Meyer – reassigned)
(budget account # 15-240-100-101-10-0010)
(No Additional Cost to the District)

2. MEYER, Cariann
From: Teacher - ESL – Piner/LECC
To: Teacher – ESL – SSS
Effective: October 5, 2020
Terminating: June 30, 2021
(replacement for S Mazzaroni – reassigned)
(budget account # 15-240-100-101-07-0007)
(No Additional Cost to the District)

3. KLEIN, Rachel
From: Teacher - Media Specialist – CAS
To: Teacher - Media Specialist – Piner
Effective: October 5, 2020
Terminating: June 30, 2021
(replacement for K Anastasio – reassigned)
(budget account # 15-000-222-100-10-0010)
(No Additional Cost to the District)

4. ANASTASIO, Kathryn
 - From: Teacher - Media Specialist – Piner
 - To: Teacher - Media Specialist – CAS
 - Effective: October 5, 2020
 - Terminating: June 30, 2021
 - (replacement for R Klein – reassigned)
 - (budget account # 15-000-222-100-06-0006)
 - (No Additional Cost to the District)

5. INNARELLA, Theresa
 - From: Teacher 1st Grade ICR Spruce
 - To: Teacher K ICR Spruce
 - Effective: October 13, 2020
 - Terminating: June 30, 2021
 - (replacement for F Picozzi – LOA)
 - (budget account # 15-120-100-101-07-0007)
 - (No Additional Cost to the District)

6. FLINT, Tyler
 - From: Teacher – Music – HS/CAS
 - To: Teacher – Music – HS
 - Effective: September 1, 2020
 - Terminating: June 30, 2021
 - (Replacement for M. Baglio – reassigned)
 - (budget account # 15-140-100-101-03-0003)
 - (No additional cost to the district)

7. WIEMKEN, Susan
 - From: Teacher – Interventionist – CAS
 - To: Teacher – Interventionist – SSS
 - Effective: October 16, 2020
 - Terminating: June 30, 2021
 - (change of location based on need)
 - (budget account # 15-230-100-101-07-0007)

8. WIECZERZAK, Heidi
 - From: School Social Worker – SSS
 - To: School Social Worker – PS IDM – stationed at CAS
 - Effective: October 22, 2020
 - Terminating: June 30, 2021
 - (change of location based on need)
 - (budget account #)

9. Remote Learning Teacher
 ADA Accommodations
 Effective: October 8, 2020
 Terminating: June 30, 2020 or sooner
 (No Additional Cost to the District)

Teacher Name	From: Teacher Position	To: Remote Teacher Position
Wilson, Bernice	ESL – EGC	Bilingual – ESL Supervised by T. Paolantonio
Dugan, Kelly	LA/SS – LMS	4 th Grade - CAS
Lang, Arthur	LMS	Remote Learning/ AS PER AGREEMENT

10. GRUENBAUM, Batsheva
 From: LDTC - LECC
 To: Preschool IDMs and District-wide Evaluations.
 Effective: October 22, 2020
 Terminating: June 30, 2021
 (Due to mandatory requirements and District need)
 (No Additional Cost to the District)

f. Appointments

1. *MCNICHOLAS, Erin
 Teacher – 5th Grade – OSS
 Effective: October 26, 2020
 Terminating: June 30, 2021
 Salary: Step 4, BA - \$52,071.00 prorated
 (replacement for S Kawka - resigned - \$58,471.00)
 (budget account # 15-120-100-101-09-0009)

2. *SHECKLER, Kimberly
 School Psychologist – CST – SSS
 Effective: October 13, 2020
 Terminating: June 30, 2021
 Salary: Step 4, MA30 - \$57,071.00 prorated
 (New Position)
 (budget account # 11-000-219-104-13-0013)

3. *GREENWOOD, Amy
 Teacher – 3rd Gr ICR – CAS
 Effective: October 13, 2020
 Terminating: June 30, 2021
 Salary: Step 10, MA - \$58,028.00 prorated
 (new position as per IEP mandate)
 (budget account # 15-120-100-101-06-0006)

4. *AMERICO, Angela
 Teacher – 2-5 grades Resource Room – CAS
 Effective: October 26, 2020
 Terminating: June 30, 2021
 Salary: Step 7, BA - \$52,971.00 prorated
 (replacement for I Nandit - reassigned - \$61,371.00)
 (budget account # 15-213-100-101-06-0006)

5. GREVES, Denise
 Teacher – 3rd Gr ICR – CAS
 Effective: October 13, 2020
 Terminating: June 30, 2021
 Salary: Step 10, Ma - \$58,021.00 prorated
 (replacement for C Hoops – Non-Renewal - \$57,111.00)
 (budget account # 15-120-100-101-06-0006)

6. *WARNER, Ana
 Teacher - ESL – EGC
 Effective: November 20, 2020 or sooner
 Terminating: June 30, 2021
 Salary: Step 10, BA - \$57,371.00 prorated
 (replacement for A Thompson – resigned - \$61,371.00)
 (budget account #15-240-100-101-05-0005)

g. Reappointments – None At This Meeting

h. Salary Adjustments

1. PAOLANTONIO, Tracy
 From: \$148,846.00
 To: \$153,846.00
 Effective: As of July 1, 2020
 (budget account # 11-000-221-102-00-0000)

i. Stipends

1. Co-Curricular Positions – OSS
2020-2021 School Year
Per LEA Contract Schedule G
Budget Account: 11-000-240-105-03-0003

Co-Curricular Position	Staff Member	Stipend Amount
Class of 2021	Peter Buttitta Matthew Payne	\$2,737.00 to be split \$1,368.50 each

2. Co-Curricular Positions – OSS
2020-2021 School Year
Per LEA Contract Schedule G
Budget Account: 11-000-240-105-09-0009

Staff Member Name	Co-Curricular Position	Stipend Amount
Julia Putelo	District Art Show	\$873.00

3. Co-Curricular Positions – LECC
2020-2021 School Year
Per LEA Contract Schedule G
Budget Account: 11-000-240-105-07-0007

Staff Member Name	Co-Curricular Position	Stipend Amount
Jeanette Rodriguez	Stock Clerk	\$1,439.00
Rose Carlo	Audio Visual Clerk	\$1,326.00
Kathleen Hall	Winter/Spring Concert	\$1,146.00
Ashley Antuna	Art Show	\$873.00

4. Remote Learning Teacher
Effective: September 1, 2020
Terminating: June 30, 2020 or sooner
Salary: \$40.00 per hour
(Maximum 12 hours a week, after contractual hours)
(Original Board approval on 9/23/20 agenda)

Teacher Name	Teacher Position
Goble, William	SE Math Instruction Grades 6, 7, 8 & to include small group instruction per IEP Goals

- 5. Department Coordinators
 2020-2021 School Year
 As per LEA Contract, Schedule F
 Stipend amount of \$3,960.00
 (budget account #15-140-100-101-03-1013)

Department	Staff Member	Effective Date
World Language	Malgeri, Gissela	October 22, 2020

(replacement for D. Carrion – Originally approved on 9/12/2020 agenda)

- j. Tuition Reimbursement – None At This Meeting
- k. Miscellaneous – None At This Meeting

2. NON-CERTIFICATED

a. Resignations

- 1. VARGAS, Liza
 Administrative Secretary - Main Office – Piner
 Rescinded – Declined Position
- 2. DAVENPORT, Susan
 Paraprofessional – Autistic Program – SSS
 Effective: October 12, 2020 or sooner
- 3. DEROSA-BEDORE, Stephanie
 Paraprofessional – 3:1 - LMS
 Effective: October 16, 2020 or sooner
- 4. FRATTELLONE, Tyler
 Paraprofessional – 1:1 – SSS
 Effective: October 16, 2020 or sooner
- 5. GREVES, Denise
 Paraprofessional – 3:1 – CAS
 Effective: October 13, 2020
 (Hired as a Teacher)

b. Retirements

1. ZSAMBA, Jo-Ann
Executive Administrative Professional – District
Effective: January 1, 2021

c. Terminations - None At This Meeting

d. Leaves of Absence

1. Beam, Melanie
Para- OSS
EPSLA-Intermittent Childcare (10 days)-Paid 2/3
Effective: October 7th, 2020
Terminating: October 28th, 2020
EMFLEA-Intermittent Childcare (10 days)- Unpaid
Effective: October 7th, 2020
Terminating: October 28th, 2020
EFMLEA- Intermittent Childcare (20 days)-Paid 2/3
Effective: October 29th, 2020
Returning: January 4th, 2020
(Due to lack of Child Care and/or as the residential District is not offering 5 days a week In-Person Instruction.)
2. Broyde, Chana
Para-LECC Campus 1
Caregiving-NJFLA-Unpaid
Effective: October 13th, 2020
Returning: November 16th, 2020
3. Hartman, Kia
Para-LECC
EMFLEA- Childcare (10 days)- Unpaid
Effective: October 6th, 2020
Terminating: October 20th, 2020
EFMLEA- Childcare (41 days)-Paid 2/3
Effective: October 21st, 2020
Returning: January 4th, 2020
(Due to lack of Child Care and/or as the residential District is not offering 5 days a week In-Person Instruction.)

4. Tesser, Charna
Para-LECC
Bonding-NJFLA-Unpaid
Effective: October 7th, 2020
Returning: October 13th, 2020

e. Transfers

1. PENALOZA, Juan
From: Paraprofessional - Bilingual 1:1 – SSS
To: Paraprofessional - Bilingual 1:1 - Piner
Effective: October 13, 2020
Terminating: June 30, 2021
(Position transferred with student)
(budget account # 11-000-217-106-10-0010)
(No additional cost to the District)
2. CIRILLO, Lois
From: Paraprofessional - K Program - SSS
To: Paraprofessional - 1st Gr Sp. Ed 3:1 - SSS
Effective: October 13, 2020
Terminating: June 30, 2021
(new position mandatory requirements)
(budge account # 11-000-217-106-07-0007)
3. DERENZIS, Diane
From: Paraprofessional - PreK Sp. Ed. - SSS
To: Paraprofessional - 1st Gr 1:1 - SSS
Effective: September 15, 2020
Terminating: June 30, 2021
(replacing N Mudryk – resigned - \$21,794.00)
(budge account # 11-000-217-106-07-0007)
(No additional cost to the District)
4. SAUNDERS ESPOSITO, Alexandra
From: Paraprofessional - 1:1 Autistic - SSS
To: Paraprofessional - K - SSS
Effective: October 1, 2020
Terminating: June 30, 2021
(replacing E. Smith – reassigned - \$32,859.00)
(budge account # 15-190-100-106-07-0007)
(No additional cost to the District)

5. SMITH, Evelyn
 - From: Paraprofessional - Bilingual K - SSS
 - To: Paraprofessional - Bilingual 1st Gr - SSS
 - Effective: October 1, 2020
 - Terminating: June 30, 2021
 - (new position mandatory requirements)
 - (budge account # 15-240-100-106-07-0007)

6. DEMARINIS, Jenna
 - From: Paraprofessional - 1:1 – CAS
 - To: Paraprofessional - 2:1 – CAS
 - Effective: October 1, 2020
 - Terminating: June 30, 2021
 - (replacement for D Greves – rehired as a teacher)
 - (budget account # 11-000-217-106-06-0006)
 - (No additional cost to the district)

7. LOPEZ, Delia
 - From: Paraprofessional - 1:1 – CAS
 - To: Paraprofessional - 3:1 – CAS
 - Effective: October 13, 2020
 - Terminating: June 30, 2021
 - (Replacement for D. Destefano-reassigned)
 - (budget account # 11-000-217-106-06-0006)
 - (No additional cost to the district)

8. DESTEFANO, Debra
 - From: Paraprofessional - 3:1 – CAS
 - To: Paraprofessional - 1:1 – CAS
 - Effective: October 13, 2020
 - Terminating: June 30, 2021
 - (Replacement for D. Lopez-reassigned)
 - (budget account # 11-000+-217-106-06-0006)
 - (No additional cost to the district)

9. WITTY, Tehilla
 - From: Teacher - PSH - LECC Campus II
 - To: Paraprofessional - LECC
 - Effective: October 21, 2020
 - Terminating: June 30, 2021
 - Salary: Step 13, 60 credits - \$21,874.00
 - (budget account #11-000-217-106-08-0015)

f. Appointments

1. *GONCALVES, Jessica
Paraprofessional - 3:1 – OSS
Effective: October 13, 2020
Terminating: June 30, 2021
Salary: Step 7, 90 Credits - \$20,799.00 prorated
(Replacement A Buckley - rehired as a teacher - \$20,524.00)
(budget account # 11-000-217-106-09-0009)
2. *DEMARINIS, Jenna
Paraprofessional - 1:1 – CAS
Effective: October 5, 2020
Terminating: June 30, 2021
Salary: Step 4, 90 Credits - \$20,524.00 prorated
(New Position to meet IEP requirements)
(budget account # 11-000-217-106-06-0006)
3. *CORREA BARRETA, Gisele
Paraprofessional – 1:1 – EGC
Effective: October 13, 2020
Terminating: June 30, 2021
Salary: Step 15, 90 Credits - \$24,049.00 prorated
(New Position to meet IEP requirements)
(budget account # 11-000-217-106-05-0005)
4. *SOLOMON, Shoshana
Paraprofessional – K 2:1 – LECC Campus II
Effective: October 26, 2020
Terminating: June 30, 2021
Salary: Step 5, 90 Credits - \$20,649.00 prorated
(New Position to meet IEP requirements)
(budget account # 11-000-217-106-08-0015)

g. Reappointments – None At This Meeting

h. Salary Adjustments

1. VARGAS-BALTAZAR, Karen
Clerical Assistant Central Registration – District
Effective: October 5, 2020
Terminating: June 30, 2021
From Salary: \$36,225.00
To Salary: \$40,500.00 prorated

i. Stipends – None At This Meeting

j. Miscellaneous – None At This Meeting

* Appointment subject to approval of Criminal History background check by State Department of Education, as per NJSA 18A:6-7-1, et. seq., NJSA 18A:39-17 et. seq., or NJSA 18A:6-4.13 et seq., as applicable.

** As required by law and code, this Emergent Employee Resolution, upon motion duly made, seconded and carried, it was RESOLVED that this person be employed by the Board of Education of the Lakewood Public School District in the County of Ocean on an emergent basis.

*** This position does not include the following:

Medical Coverage	Personal Days
Dental Coverage	Professional Days
Prescriptions	Vacation Days
Optical Coverage	Sick Days
Reimbursement for Credits	

MOTION TO APPROVE TO ACCEPT THE CORRECTIONS & ADDITIONS TO THE AGENDA, BUSINESS & SUPERINTENDENT AGENDA (passed)

Motion: Mrs. Gonzalez

Second: Mr. Rodriguez

6 Ayes: Mr. Zlatkin, Mrs. Gonzalez, Mr. Nakdimen, Mr. Stern, Mr. Rodriguez, Mr. Bender

0 Abstained

3 Absent: Mrs. Jackson-Beyers, Mr. Grunhut, Mr. Treisser

Note: Mr. Nakdimen's vote should reflect his abstention from any item pertaining to or involving SCHI.

Payment will not be made by the Board of Education Business Office until a contract is fully executed by the Board and prior to work commencing reviewed and initialed by General Counsel.

- XII. OLD BUSINESS
- XIII. NEW BUSINESS
- XIV. GOOD AND WELFARE
- XV. ADJOURNMENT

MOTION TO ADJOURN:
Motion: Mr. Stern Second: Mrs. Gonzalez

All Board Members voted AYE via voice

Meeting was adjourned at 7:39 p.m.

I, Kevin Campbell, Assistant Business Administrator/Board Secretary, of the Lakewood Board of Education, hereby certify this to be a true copy of the Minutes from a public meeting held on October 21, 2020.



Kevin Campbell, Assistant Business Administrator/Board Secretary

November 18, 2020

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve for all Superintendents **of Schools, Superintendents of Schools reappointed pursuant to N.J.S.A. 18A:17-20.1**, Deputy Superintendents **of Schools**, Assistant Superintendents **of Schools**, and School Business Administrators, **including any interim, acting, or person otherwise serving in these positions**, in school districts, county vocational school districts, county special services school districts and other districts, except charters, within the County under the supervision of the Executive County Superintendent:

1. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
2. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; and
3. Provisions for contract extensions where such terms were not included in the original employment contract or are different from the provisions contained in the original approved employment contract.

In counties where there is no Executive County Superintendent, **an Executive County Superintendent from another county shall be designated by the Commissioner to review and approve all contracts listed above.**

The contract review and approval shall take place prior to any required public notice and hearing pursuant to N.J.S.A. 18A:11-11 and prior to the Board **of Education** approval and execution of **the** contracts to ensure compliance with all applicable laws, including but not limited to N.J.S.A. 18A:30-3.5, 18A:30-9, 18A:17-15.1 and 18A:11-12.

In accordance with the provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required shall be applicable to a Board of Education that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator. In accordance with N.J.S.A. 18A:11-11, notice must be provided to the public at least thirty days prior to the scheduled action by the Board. The Board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The Board shall provide the public with at least ten days' notice of the public hearing.

In accordance with N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 shall not apply to new contracts, including contracts that replace expired contracts for existing employees in one of these positions, whether tenured or not tenured. Nothing shall preclude a Board from issuing a public notice and/or holding a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.

The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is also required in the event an existing contract for a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator is rescinded or terminated by the Board of Education before it is due to expire and the parties agree to new employment terms.

In connection with the Executive County Superintendent's review of the contract, the Board shall provide the Executive County Superintendent with a detailed statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits, and all other emoluments.

The review and approval of the employment contracts of Superintendents of Schools, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators conducted by the Executive County Superintendent shall be consistent with the following additional standards outlined in N.J.S.A. 18A:7-8.1 and N.J.A.C. 6A:23A-3.1:

1. Contracts for each class of administrative position shall be comparable with the salary, benefits and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other school districts in the region with similar enrollment, academic achievement levels and challenges, and grade span.
2. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 including, but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law is superseded by the law.
3. No contract shall include provisions for the reimbursement or payment of

ADMINISTRATIVE EMPLOYMENT CONTRACTS

employee contributions that are either required by law or by a contract in effect in the **school** district with other teaching staff members, such as payment of the employee's State or Federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.

4. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months pay for every year remaining on the contract with pro-ration for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.
5. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; e.g., an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of this section, a contract may contain an annuity where those benefits are already contained in the existing contract between the employee and the district.
6. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board of Education contract may include credit of unused sick leave in accordance with the new Board of Education's policy on sick leave credit for all employees.
7. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for payments of accumulated vacation leave prior to separation can be included but only for leave accumulated prior to June 8, 2007 and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the provisions of N.J.S.A.

ADMINISTRATIVE EMPLOYMENT CONTRACTS

18A:30-9 after June 8, 2007 as well as unused vacation leave accumulated prior to June 8, 2007 that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

8. Contractual provisions that include a calculation of per diem for twelve month employees shall be based on a two hundred sixty day work year.
9. **No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion and/or qualitative merit criterion:**
 - a. **A contract may include no more than three quantitative merit criteria and two qualitative merit criteria per contract year.**
 - b. **The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and qualitative merit criteria.**
 - c. **A contract may provide for merit bonuses in an amount not exceeding 3.33 percent of annual salary for each quantitative merit criterion achieved and 2.5 percent of annual salary for each qualitative merit criterion achieved. Any such merit bonus shall be considered "extra compensation" for purpose of N.J.A.C. 17:3-4.1 and shall not be cumulative.**
 - d. **The Board of Education shall submit to the Executive County Superintendent a resolution certifying that a quantitative merit criterion or a qualitative merit criterion has been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of any merit bonus.**
10. **No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative**

to the established performance objectives and achievement of the performance objectives has been documented to the satisfaction of the Board of Education.

- 11. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized in N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8.1.**
- 12. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance shall not exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and New Jersey Office of Management and Budget (NJOMB) circulars. If such allowance is included, the employee shall not ~~cannot~~ be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business must conform with N.J.A.C. 6A:23A-6.12 and be supported by detailed justification. No contract shall include a provision of a dedicated driver or chauffeur.**
- 13. All Superintendent contracts shall include the required provision pursuant to N.J.S.A. 18A:17-15.1 which states that in the event the Superintendent's certificate is revoked, the contract is null and void.**
- 14. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a regionally accredited college or university as defined in applicable regulations. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework, unless the coursework culminates in the acquisition of a graduate degree conferred by a regionally accredited college or university as defined in applicable regulations.**

The review and approval of an employment contract for the Superintendent of Schools shall not include maximum salary amounts pursuant to N.J.S.A. 18A:7-8.j.

Any actions by the Executive County Superintendent undertaken pursuant to **N.J.S.A. 18A:7-8.1**, N.J.A.C. 6A:23A-3.1, and this Policy may be appealed to the Commissioner of Education pursuant to the procedures set forth at N.J.A.C. 6A:3, **Controversies and**

Disputes.

N.J.S.A. 18A:7-8; 18A:7-8.1; 18A:11-11
N.J.A.C. 6A:23A-3.1; 6A:23A-7 et seq.

Adopted: 17 October 2013

2431 ATHLETIC COMPETITION

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The Board of Education recognizes the value of athletic competition as an integral part of the total school experience. Game activities and practice sessions provide opportunities to learn the values of competition and good sportsmanship.

For the purpose of this Policy, programs of athletic competition include all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual students or teams of students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

Eligibility Standards

A student who wishes to participate in a program of athletic competition must submit, on a form provided by the district, the signed consent of his/her parent. The consent of the parent of a student who wishes to participate in a program of athletic competition will include an acknowledgment of the physical hazards that may be encountered in the activity.

Student participation in a program of athletic competition shall be governed by the following eligibility standards:

1. To be eligible for participation in the interscholastic athletic program of a New Jersey State Interscholastic Athletic Association (NJSIAA) member school, all high school students must meet, at a minimum, all the eligibility requirements of the Constitution, Bylaws, and Rules and Regulations of the NJSIAA.

Home schooled children are eligible to participate in the high school interscholastic athletic program of this district only if the school district, the parent, and the home schooled child comply with the Guidelines, Constitution, Bylaws, Rules and Regulations of NJSIAA, and the policies and regulations of the Board of Education.

2. A student in grades six through twelve is eligible for participation in school district sponsored programs of athletic competition if he/she passed all courses required for promotion or graduation in the preceding marking period.

Home schooled children in grades six through twelve are eligible to participate in school district sponsored programs of athletic competition of this district.

3. A student in any grade must maintain a satisfactory record of attendance to be eligible for participation in school district sponsored programs of athletic competition. An attendance record is unsatisfactory if the number of unexcused absences exceed ten school days in the school year prior to the student commencing participation in school district sponsored programs of athletic competition.
4. A student in any grade who fails to observe school rules for student conduct may forfeit his/her eligibility for participation in school district sponsored programs of athletic competition.

Notice of the school district's eligibility requirements shall be available to students.

Required Examinations – Interscholastic or Intramural Team or Squad

Students enrolled in grades six to twelve must receive a medical examination, in accordance with the provisions of N.J.S.A. 18A:40-41.7, prior to participation on a school-sponsored interscholastic or intramural team or squad and any cheerleading program or activity.

The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season with examinations being conducted at the medical home of the student. The "medical home" is defined as a health care provider and that provider's practice site chosen by the student's parent for the provision of health care pursuant to N.J.A.C. 6A:16-1.3. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility. The parent may choose either the school physician or their own private physician to provide this medical examination. The medical examination required prior to participation shall be in accordance with the

requirements as outlined in N.J.A.C. 6A:16-2.2(h)1 and Regulation 2431.2 and shall be documented using the Preparticipation Physical Evaluation form required by the Department of Education.

The school district shall distribute the Commissioner of Education developed sudden cardiac arrest pamphlet to a student participating in or desiring to participate in an athletic activity, as defined in N.J.S.A. 18A:40-41.e., and the student's parent(s) shall each year and prior to participation by the student in an athletic activity comply with the requirements of N.J.S.A. 18A:40-41.d.

The school district shall annually distribute the Commissioner of Education developed educational fact sheet relative to use and misuse of opioid drugs for sports related injuries to parents of students who participate in athletic activities and comply with the requirements of N.J.S.A. 18A:40-41.10.

Information concerning a student's HIV/AIDS status shall not be required as part of the medical examination or health history pursuant to N.J.S.A. 26:5C-1 et seq. The health findings of this medical examination shall be maintained as part of the student's health record.

Emergency Procedures

Athletic coaches shall be trained in first aid to include sports-related concussion and head injuries, the use of a defibrillator, the identification of student-athletes who are injured or disabled in the course of any athletic program or activity, and any other first aid procedures or other health related trainings required by law or the Superintendent.

The Superintendent shall prepare and present to the Board for its approval procedures for the emergency treatment of injuries and disabilities that occur in the course of any athletic program or activity. Emergency procedures shall be reviewed not less than once in each school year and shall be disseminated to appropriate staff members.

Interscholastic Standards

The Board shall approve annually a program of interscholastic athletics and shall require that all facilities utilized in that program, whether or not the property of this Board, properly safeguard both players and spectators and are kept free from hazardous conditions.

The Board adopts the Constitution, Bylaws, Rules, and Regulations of the New Jersey State Interscholastic Athletic Association as Board policy and shall review such rules on a regular basis to ascertain they continue to be in conformity with the objectives of this Board.

The Superintendent shall annually prepare, approve, and present to the Board for its consideration a program of interscholastic athletics that includes a complete schedule of athletic events and shall request Board approval of any changes in the schedule.

N.J.S.A. 2C:21-11

N.J.S.A. 18A:11-3 et seq.; 18A:40-41; 18A:40-41.10

N.J.A.C. 6A:7-1.7(d); 6A:16-1.34; 6A:16-2.1 et seq. The Board of Education recognizes the value of athletic competition as an integral part of the ~~total~~ school experience.

Sports and other athletic activities provide opportunities to learn the values of competition and good sportsmanship.

For the purpose of this Policy, programs of athletic competition include all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual students or teams of students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

Eligibility Standards

A student who wishes to participate in a program of athletic competition must submit, on a form provided by the district, the signed consent of his/her parent. The consent of the parent of a student who wishes to participate in a program of athletic competition will include an acknowledgment of the physical hazards that may be encountered in the activity **in accordance with N.J.A.C. 6A:32-9.1(d) and (e)**.

Student participation in a program of athletic competition shall be governed by the following eligibility standards:

1. To be eligible for participation in the interscholastic athletic program of a New Jersey State Interscholastic Athletic Association (NJSIAA) member

school, all high school students must meet, at a minimum, all the eligibility requirements of the Constitution, Bylaws, and Rules and Regulations of the NJSIAA.

Home schooled children are eligible to participate in the high school interscholastic athletic program of this district only if the school district, the parent, and the home schooled child comply with the Guidelines, Constitution, Bylaws, Rules and Regulations of NJSIAA, and the policies and regulations of the Board of Education.

2. A student in grades six through twelve is eligible for participation in school district sponsored programs of athletic competition if he/she passed all courses required for promotion or graduation in the preceding marking period.

Home schooled children in grades six through twelve are eligible to participate in school district sponsored programs of athletic competition of this district.

3. A student in any grade must maintain a satisfactory record of attendance to be eligible for participation in school district sponsored programs of athletic competition. An attendance record is unsatisfactory if the number of unexcused absences exceed ten school days in the school year prior to the student commencing participation in school district sponsored programs of athletic competition.
4. A student in any grade who fails to observe school rules for student conduct may forfeit his/her eligibility for participation in school district sponsored programs of athletic competition.

Notice of the school district's eligibility requirements shall be available to students.

Required Examinations – Interscholastic or Intramural Team or Squad

Students enrolled in grades six to twelve must receive a medical examination, in accordance with the provisions of N.J.S.A. 18A:40-41.7, prior to participation on a school-sponsored interscholastic or intramural team or squad and any cheerleading program or activity.

The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season with examinations being conducted at the medical home of the student. The “medical home” is defined as a health care provider and that provider’s practice site chosen by the student’s parent for the provision of health care pursuant to N.J.A.C. 6A:16-1.3. If a student does not have a medical home, the school district shall provide the examination at the school physician’s office or other comparably equipped facility. The parent may choose either the school physician or their own private physician to provide this medical examination. The medical examination required prior to participation shall be in accordance with the requirements as outlined in N.J.A.C. 6A:16-2.2(h)1 and Regulation 2431.2 and shall be documented using the Preparticipation Physical Evaluation form required by the Department of Education.

The school district shall distribute the Commissioner of Education developed sudden cardiac arrest pamphlet to a student participating in or desiring to participate in an athletic activity, as defined in N.J.S.A. 18A:40-41.e., and the student’s parent(s) shall each year and prior to participation by the student in an athletic activity comply with the requirements of N.J.S.A. 18A:40-41.d.

The school district shall annually distribute the Commissioner of Education developed educational fact sheet relative to use and misuse of opioid drugs for sports related injuries to parents of students who participate in athletic activities and comply with the requirements of N.J.S.A. 18A:40-41.10.

Information concerning a student’s HIV/AIDS status shall not be required as part of the medical examination or health history pursuant to N.J.S.A. 26:5C-1 et seq. The health findings of this medical examination shall be maintained as part of the student’s health record.

Emergency Procedures

Athletic coaches shall be trained in first aid to include sports-related concussion and head injuries, the use of a defibrillator, the identification of student-athletes who are injured or disabled in the course of any athletic program or activity, and any other first aid procedures or other health related trainings required by law or the Superintendent.

The Superintendent or designee shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper

procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity in accordance with N.J.S.A. 18A:40-41.11.

The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.

The Superintendent or designee shall prepare procedures for **responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other athletic activity. These procedures shall be reviewed annually, updated as necessary,** and disseminated to appropriate staff members.

Interscholastic Standards

The Board shall approve annually a program of interscholastic athletics and shall require that all facilities utilized in that program, whether or not the property of this Board, properly safeguard both players and spectators and are kept free from hazardous conditions.

The Board adopts the Constitution, Bylaws, Rules, and Regulations of the New Jersey State Interscholastic Athletic Association as Board policy and shall review such rules on a regular basis to ascertain they continue to be in conformity with the objectives of this Board.

The Superintendent shall annually prepare, approve, and present to the Board for its consideration a program of interscholastic athletics that includes a complete schedule of athletic events and shall request Board approval of any changes in the schedule.

N.J.S.A. 2C:21-11

N.J.S.A. 18A:11-3 et seq.; 18A:40-41; 18A:40-41.10; **18A:40-41.11**

N.J.A.C. 6A:7-1.7(d); 6A:16-1.3; 6A:16-2.1 et seq.; **6A:32-9.1**

Adopted: 17 October 2013

Revised: 22 June 2016

Revised: 27 July 2018

EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY

R 2431.1 EMERGENCY PROCEDURES FOR SPORTS AND
OTHER ATHLETIC ACTIVITY

M

A. Definitions

1. **“Athletic Activity” means interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.**
2. **“Health personnel” means the school nurse, the school medical inspector, the designated team doctor, a licensed physician, the licensed athletic trainer, and members of the first aid squad or ambulance team.**
3. **“Parent” means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.**

B. Precautions

1. All coaches, including assistant coaches, **and all staff who supervise sports and other athletic activity** will be trained in first aid to include sports-related concussions and head injuries, the identification of injured and disabled student athletes, and any other first aid procedures required by statute, administrative code, or by the Superintendent.
2. Athletic coaches **or supervising staff members** are responsible at all times for the supervision of students to whom they have been assigned. Students shall not be left unattended at any time.
3. Students who participate in athletic competition shall be trained in proper athletic procedures, in the proper use of athletic equipment, and

EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY

in the proper use of protective equipment and clothing.

4. Student athletes shall be required to report promptly to the athletic coach **or supervising staff member** any injury occurring to the student himself/herself or to another student.
 5. First aid supplies and equipment shall be readily available at all athletic activities and shall be maintained in proper condition.
 6. First aid and emergency medical procedures will utilize universal precautions in handling blood and body fluids as indicated in Policy and Regulation No. 7420 and Regulation No. 7420.1.
 7. Health personnel, including but not limited to, the **licensed** athletic trainer, school/team physician, and ambulance/first aid squad may be present at athletic activities and events as determined by the Superintendent.
- C. Emergency **Action Plan** and Procedures
1. **The Board of a school district with any of the grades six through twelve shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity. The plan shall be specific to the activity site, and shall be developed in consultation with local emergency medical services personnel in accordance with N.J.S.A. 18A:40-41.11.**
 2. The following **emergency action plan** shall be established and implemented whenever a student is **seriously injured when participating in sports or other athletic activity. The emergency action plan shall include the following:**
 - a. **A list of the employees, team coaches, and licensed athletic trainers in each school who are trained in first aid or cardio-pulmonary resuscitation;**
 - b. **Identification of the employees, team coaches, or licensed**

EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY

athletic trainers in each school who will be responsible for carrying out the emergency action plan and a description of their respective responsibilities;

- c. Identification of the activity location or venue;
 - d. Identification of the equipment and supplies that may be needed to respond to the emergency, including the location of each item; and
 - e. A description of the proper procedures to be followed after a student sustains a serious or life threatening sports-related injury including, but not limited to, responding to the injured student, summoning emergency medical care, assisting emergency responders in getting to the injured student, and documenting the actions taken during the emergency.
3. The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.
 4. The proper procedures to be followed after a student sustains a serious or life-threatening sports-related injury while participating in sports or other athletic activity shall include, but not be limited to, the following components:
 - a. The athletic coach **or supervising staff member** shall immediately notify the health personnel present at the activity and the health personnel shall assume responsibility for the emergency treatment of the student.
 - b. If no health personnel are present, or if none can be immediately summoned to the student's aid, the athletic coach **or supervising staff member** shall administer such first aid as may be necessary.
 - c. If the student's injury requires more than routine first aid, the athletic coach **or supervising staff member** shall:
 - (1) Summon emergency personnel by calling 911; or

EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY

- c. The district in which the student is enrolled;
 - d. The name and district of each student involved in the incident;
 - e. A narrative account of the incident;
 - f. A detailed description of the injury;
 - g. The treatment given on school premises and the names of the health personnel, if any, who treated the student;
 - h. The place, if any, to which the student was taken and the persons who accompanied the student; and
 - i. **How** the notice **was provided** to the student's parent(s)
2. Copies of the report shall be filed with the school nurse and the Building Principal within twenty-four hours or by the end of the next school day after the incident.
 3. The Building Principal shall report the incident to the Superintendent, who may report the incident to the Board.
 4. A copy of each report of an incident of student injury that occurs in the course of **the sport or other** athletic activity shall be maintained by the **Principal or designee**, who shall analyze reports for patterns that indicate a need for revision of the district's safety and/or athletics program. The **Principal or designee** shall report the findings of his/her analysis to the Superintendent **on an annual basis**.
 5. The parent(s) of each injured student will be given assistance in the completion and filing of insurance claim forms.

F. Readmission to Athletic Activities

A student **who sustains a serious or potentially life-threatening injury while participating in a sport or other** athletic activity will be permitted to **resume participation upon submission of written medical clearance from the student's medical home, which shall be subject to review by school district health personnel**. Written notice of that determination, **approved** by the school **health**

EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY

personnel as appropriate, shall be given to the student's parent(s).

The prevention and treatment of suspected sports-related concussions and head injuries shall be in accordance with the provisions of N.J.S.A. 18A:40-41.1 et seq. and Policy and Regulation 2431.4.

Adopted: 17 October 2013

2464 GIFTED AND TALENTED PUPILS (M)

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The Board of Education recognizes its responsibility to identify gifted and talented students within the school district and to provide these students with appropriate instructional adaptations and services. To that end, the Board directs each such student in the school district be identified and offered an appropriate educational program and services.

For purposes of this Policy, “gifted and talented students” means students who possess or demonstrate high levels of ability in one or more content areas when compared to their chronological peers in the district and who require modification of their educational program if they are to achieve in accordance with their capabilities.

For the purpose of this Policy, “instructional adaptation” means an adjustment or modification to instruction enabling a student who is gifted and talented to participate in, benefit from, and demonstrate knowledge and application of the New Jersey Student Learning Standards in one or more content areas at the instructional level of the student, not just the student’s grade level.

The Superintendent of Schools or designee shall ensure that the appropriate instructional adaptations are designed for students who are gifted and talented.

The Superintendent **or designee** will develop procedures for an ongoing Kindergarten through grade twelve identification process for gifted and talented students that includes multiple measures **in order to identify student strengths in intellectual ability, creativity, or a specific academic area.** The district shall ensure equal access to a continuum of gifted and talented education services. The identification process shall include consideration of all students, including those who are English language learners and those with Individualized Education Plans or 504 Plans.

The Superintendent or designee will develop and document appropriate curricular and instructional modifications used for gifted and talented students indicating content, process, products, and learning environments, and including, but not limited to, additional education activities such as academic competitions, guest speakers, and lessons with a specialist.

The Superintendent **or designee** will take into consideration the Gifted Programming

Standards, Position Statements, and White Papers of the National Association for Gifted Children in identifying and serving gifted and talented students.

The district will provide the time and resources to develop, review, and enhance instructional tools with modifications for helping gifted and talented students acquire and demonstrate mastery of the required knowledge and skills specified by the standards at the instructional level of the student.

The district will actively assist and support professional development for teachers, educational services staff, and school leaders in the area of gifted and talented instruction.

The district shall file with the New Jersey Department of Education Coordinator for Gifted and Talented Services a report by October 1, 2020 and thereafter on a schedule that coincides with the school district's New Jersey Quality Single Accountability Continuum (QSAC) review pursuant to N.J.S.A. 18A:7A-11. The report shall include, but not be limited to, the gifted and talented continuum of services, policies, and procedures implemented in the school district; the total number of students receiving gifted and talented services in each grade level Kindergarten through grade twelve disaggregated by race, gender, special education designation, and English language learner designation; the professional development opportunities provided for teachers, educational services staff, and school leaders about gifted and talented students, their needs, and educational development; and the number of staff employed by the school district whose job responsibilities include identification of and providing services to gifted and talented students. Programs for gifted and talented students will be periodically evaluated for their continuing efficacy and adjusted accordingly.

The parent of any student identified as gifted or talented shall be consulted regarding any program designed to address the student's particular needs.

An individual who believes the district has not complied with the provisions of N.J.S.A. 18A:35-34 et seq. may file a complaint with the Board of Education. This policy for filing a complaint shall be linked to the homepage of the Board's Internet website. The Board shall issue a decision, in writing, to affirm, reject, or modify the district's action in the matter. The individual may then file a petition of appeal of the Board's written decision to the Commissioner of Education through the Office of Controversies and Disputes in accordance with N.J.S.A. 18A:6-9 and the procedures set forth in State Board of Education regulations.

The district shall make detailed information available on its website regarding the policies and procedures used to identify students as gifted and talented and the continuum of services offered to gifted and talented students. The information shall include the criteria used for consideration for eligibility for the gifted and talented services, including the multiple measures used in the identification process to match a student's needs with services, and any applicable timelines in the identification process.

N.J.S.A. 18A:61A-2; 18A:35-4.16; **18A:35-34 through 39**

N.J.A.C. 6A:8-1.3; 6A:8-3.1(a)5

P.L. 108-382, Sec. 10201 et seq.

Adopted: 17 October 2013

Revised: 8 May 2017

5330.05 SEIZURE ACTION PLAN

M

The Board of Education requires the development of a seizure action plan, an individualized health care plan, and an individualized emergency health care plan for students with epilepsy or a seizure disorder to care for and treat these students while at school pursuant to N.J.S.A. 18A:40-12.34 et seq.

In accordance with N.J.S.A. 18A:40-12.35, the parent of the student with epilepsy or a seizure disorder seeking epilepsy or seizure disorder care while at school shall submit the student's seizure action plan annually to the school nurse.

The school nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student, provided the parents annually provide to the Board written authorization for the provision of epilepsy or seizure disorder care. The school nurse shall update these plans on an annual basis and as necessary in the event there is a change in the health status of the student. These plans shall include the information outlined in N.J.S.A. 18A:40-12.35.

In accordance with N.J.S.A. 18A:40-12.35, all staff members including staff working with school-sponsored programs outside the regular school day shall be trained in the care of students with epilepsy and seizure disorders. All school bus drivers, contracted and district-employed, shall be provided notice and information if they are transporting a student with epilepsy or a seizure disorder pursuant to N.J.S.A. 18A:40-12.36. The school nurse shall obtain a release from the parent of the student to authorize the sharing of medical information in accordance with N.J.S.A. 18A:40-12.37.

No school employee, including a school nurse, school bus driver, school bus aid, or any other officer or agent of the Board, shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.34 through N.J.S.A. 18A:40-12.38, nor shall an action before the New Jersey State Board of Nursing lie against a school nurse for any such action taken by a person trained in good faith by the school nurse pursuant to N.J.S.A. 18A:40-12.34 through N.J.S.A. 18A:40-12.38. Good faith shall not include willful misconduct, gross negligence, or recklessness.

N.J.S.A. 18A:40-12.34 et seq.

Adopted:

R 5330.05 SEIZURE ACTION PLAN

- A. Definitions (N.J.S.A. 18A:40-12.34)
1. “Individualized emergency health care plan” means a document developed by the school nurse, in consultation with the parent of a student with epilepsy or a seizure disorder and other appropriate medical professionals, which is consistent with the recommendations of the student’s health care providers and which provides specific actions for non-medical school staff to do in a particular emergency situation and is signed by the parent or guardian and the school nurse.
 2. “Individualized health care plan” means a document developed by the school nurse, in consultation with the parent of a student with epilepsy or a seizure disorder and other appropriate medical professionals who may be providing epilepsy or seizure disorder care to the student, which is consistent with the recommendations of the student’s health care providers and which sets out the health services needed by the student at school and is signed by the parent or guardian and the school nurse.
 3. “School” means an elementary or secondary public school located within this State.
 4. “School employee” means a person employed by a school district.
 5. “Seizure action plan” means a comprehensive document provided by the student’s physician, advanced practice nurse, or physician’s assistant which includes, but is not limited to, information regarding presentation of seizures, seizure triggers, daily seizure medications, seizure first aid, and additional treatments.
- B. Annual Submission of Student’s Seizure Action Plan (N.J.S.A. 18A:40-12.35)
1. The parent of a student with epilepsy or a seizure disorder who seeks epilepsy or seizure disorder care for the student while at school shall annually submit to the school nurse the student’s seizure action plan.
 2. The school nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student, provided that

the parents of the student annually provide to the Board of Education written authorization for the provision of epilepsy or seizure disorder care.

3. The individualized health care plan and individualized emergency health care plan, developed in accordance with N.J.S.A. 18A:40-12.35, shall be annually updated by the school nurse and as necessary in the event there is a change in the health status of the student.
4. Each individualized health care plan shall include, and each individualized emergency health care plan may include, the following information:
 - a. Written orders from the student's physician or advanced practice nurse outlining the epilepsy or seizure disorder care;
 - b. The symptoms of the epilepsy or seizure disorder for that particular student and recommended care;
 - c. Full participation in exercise and sports, and any contraindications to exercise, or accommodations that must be made for that particular student;
 - d. Accommodations for school trips, after-school activities, class parties, and other school-related activities;
 - e. Education of all school personnel about epilepsy and seizure disorders, how to recognize and provide care for epilepsy and seizure disorders, and when to call for assistance;
 - f. Medical and treatment issues that may affect the educational process of the student with epilepsy or the seizure disorder;
 - g. The student's ability to manage, and the student's level of understanding of, the student's epilepsy or seizure disorder; and
 - h. How to maintain communication with the student, the student's parent and health care team, the school nurse, and the educational staff.

5. The Superintendent or designee shall coordinate the provision of epilepsy and seizure disorder care at school and ensure that all staff are trained in the care of students with epilepsy and seizure disorders, including staff working with school-sponsored programs outside of the regular school day.
 6. The training required pursuant to B.5. above shall include a Department of Health approved on-line or in-person course of instruction provided by a nonprofit national organization that supports the welfare of individuals with epilepsy and seizure disorders.
- C. Information Provided to Bus Driver (N.J.S.A. 18A:40-12.36)
1. In the event a school bus driver transports a student with epilepsy or a seizure disorder, the School Business Administrator/Board Secretary or designee shall provide the driver with:
 - a. A notice of the student's condition;
 - b. Information on how to provide care for epilepsy or the seizure disorder;
 - c. Emergency contact information;
 - d. Epilepsy and seizure disorder first aid training; and
 - e. Parent contact information.
- D. Release to Share Medical Information (N.J.S.A. 18A:40-12.37)
1. The school nurse shall obtain a release from the parent of a student with epilepsy or a seizure disorder to authorize the sharing of medical information between the student's physician or advanced practice nurse and other health care providers.
 - a. The release shall also authorize the school nurse to share medical information with other staff members of the school district as necessary.

Adopted:

6440 COOPERATIVE PURCHASING

The Board of Education recognizes that centralized, cooperative purchasing **may** maximize the value received for each dollar spent. The **Board of Education** is encouraged to seek savings that may accrue to **the school** district by means of joint agreements for the purchase of goods or services with the governing body of **any** municipality or county.

For the purpose of this Policy, A “cooperative pricing system” means a purchasing system in which the lead agency advertises for bids, awards a master contract to the vendor providing for its own **quantities** and the **estimated quantities submitted by the individual registered members**.

For the purpose of this Policy, “cooperative purchasing system” means a cooperative pricing system, joint purchasing system, commodity resale system, county cooperative contract purchasing system, or regional cooperative pricing system which has been approved and registered subject to N.J.A.C. 5:34-7.1 et seq.

For the purpose of this Policy, “electronic data processing” means the storage, retrieval, combination, or collation of items of information by means of electronic equipment involving the translation of words, numbers, and other symbolic elements into electrical impulses or currents.

For the purpose of this Policy, “joint purchasing system” means ~~is~~ a cooperative purchasing system in which the lead agency **serves as the purchasing agent for the membership of the system with all of the duties and responsibilities attendant**. The lead agency advertises for bids and awards a single contract to a vendor providing for the payment to the contractor for its own needs and for the needs of the participating registered members of the system. The only contractual relationship is between the lead agency and the vendor.

For the purpose of this Policy, “lead agency” means the contracting unit which is responsible for the management of the cooperative purchasing system.

For the purpose of this Policy, “registered members” means Boards of Education who have been approved by the Director of the New Jersey Department of Community Affairs for participation in the cooperative purchasing system.

When the lead agency is a Board of Education or Educational Service Commission and

the entire membership of the cooperative purchasing system established and properly registered with the New Jersey Division of Local Government Services **in the Department of Community Affairs** are Boards of Education, the **provision and performance of goods or services** shall be conducted pursuant to the Public Schools Contract Law. (N.J.S.A. 18A:18A-11 et seq.)

The **School Business Administrator/Board Secretary** is hereby authorized to negotiate such joint agreements for goods and services which the Board may determine to be required and which the Board may otherwise lawfully purchase for itself with such approved contracting units as may be appropriate in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

In accordance with the provisions of N.J.S.A. 18A:18A-12, a cooperative or joint purchase **agreement(s) shall be entered into by resolution adopted by each participating Board of Education, municipality, or county, and shall set forth** the categories of **goods or services to be provided or performed**; the manner of advertising for bids and the awarding of contracts; the method of payment by each participating Board of Education, municipality or county, and other **matters** deemed necessary to carry out the purposes of the agreement. Agreements for cooperative and joint purchasing will be subject to all bidding requirements imposed by law. Purchases made through the State Treasury Department may be made without bid.

Each participant's share of expenditures for purchases under any such agreement shall be appropriated and paid in the manner set forth in the agreement and in the **same** manner as for other expenses of the participant.

In accordance with the provisions of N.J.S.A. 18A:18A-14.2, the Board may by contract or lease provide electronic data processing services for the Board of Education of another school district; and may undertake with such other Board, the joint operation of electronic data processing of their official records and other information relative to their official activities, services and responsibilities. The records and other information originating with any Board participating in such contract or lease may be combined, compiled, and conjoined with the records and other information of any and all participating local units for the purposes of such electronic data processing; and any provisions of law requiring such records to be kept confidential or to be retained by any Board or any officer or agency thereof shall be deemed to be isolated thereby.

A contract or lease to provide electronic data processing services shall set forth the charge for all services provided, or in the case of a joint undertaking the proportion of

the cost each party thereto shall assume and specify all the details of the management of the joint undertaking, and any other matters that may be deemed necessary for insertion therein, and may be amended from time to time by the contracting parties **in accordance with N.J.S.A. 18A:18A-14.3.**

For the purpose of carrying into execution a contract or lease for a joint enterprise under N.J.S.A. 18A:18A-14.4, any party to **such** contract may act as agent for any or all parties in acquiring, by lease, purchase or otherwise, any property, facilities or services, in appointing such officers and employees as may be necessary and directing its activities, to the same extent as a Board of Education is authorized to do separately.

In the event that any controversy or dispute shall arise among the parties (except a municipality or county) to any such **contract**, the same shall be referred to the **Executive** County Superintendent of the county in which the districts are situated for determination and the determination shall be binding, subject to appeal to the Commissioner of Education pursuant to law. In the event the districts are in more than one county, the controversy or dispute shall be referred to the **Executive** County Superintendents of the counties for joint determination, and if they shall be unable to agree upon a joint determination within thirty days, the controversy or dispute shall be referred to the Commissioner of Education for determination.

N.J.S.A. 18A:18A **11** through 14

N.J.S.A. 40A:11-1 et seq.

N.J.A.C. 5:34-7

N.J.A.C. 6A:**23A-21.5**

Adopted: 17 October 2013

6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION

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The Board of Education permits the School Business Administrator/Board Secretary to use standard electronic funds transfer (EFT) technologies for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.

“Electronic funds transfer” for the purpose of Policy and Regulation 6470.01 means any approved method of transferring moneys permitted by N.J.A.C. 5:30-9A.1 et seq. that does not involve the physical presentation of a paper check, draft, or similar paper instrument including, but not limited to, wire transfers, e-checks, automated clearing house (ACH) transfers, and transactions initiated by phone or fax.

In accordance with N.J.S.A. 40A:5-16.5.b.(1), the Board of Education authorizes the use of only the forms of standard EFT technologies that are approved to be used by a Board of Education for EFTs for payment of claims. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.

In accordance with N.J.S.A. 40A:5-16.5.b.(2), the Board designates the School Business Administrator/Board Secretary as being responsible for the oversight and administration of the provisions of N.J.S.A. 40A:5-16.5, N.J.A.C. 5:30-9A.1 et seq.; N.J.A.C. 5:31-4.1, and Policy and Regulation 6470.01.

The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at a minimum, the features and safeguards outlined in N.J.A.C. 5:30-9A.4(a). The Board will only utilize standard EFT technologies upon instituting, at a minimum, the fiscal and operational controls outlined in N.J.A.C. 5:30-9A.4(b).

The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary, who shall review the claim for payment and authorize, in writing, the EFT claim using an EFT method.

The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person authorized to initiate a claim for payment and the Superintendent of Schools or a designee not under the direct supervision of the School Business Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize payment using an approved EFT method.

On no less than a weekly basis, activity reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.

Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.

Providers of ACH and wire transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that these financial institutions providing ACH and wire transfer services be covered under the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.

EFTs through ACH must utilize Electronic Data Interchange (EDI) technology, which provide transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction. The Board must approve an ACH Origination Agreement with the financial institution(s).

N.J.S.A. 18A:19-3

N.J.S.A. 40A:5-16.5

N.J.A.C. 5:30-9A.1 et seq.

Adopted:

R 6470.01 Electronic Funds Transfer And Claimant Certification

A. Definitions – N.J.S.A. 40A:5-2 and N.J.A.C. 5:30-9A.2

For the purpose of Policy and Regulation 6470.01:

"Automated clearing house (ACH) transfer" means an electronic funds transfer initiated by the Board of Education authorizing a banking institution to push funds from the Board of Education bank account(s) into a vendor or claimant's bank account, executed through the ACH electronic clearing and settlement system used for financial transactions.

"Board of Education" means a Board of Education as defined by the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq.

"Charge account" or "charge card" means an account, linked to a credit card issued by a specific vendor to which goods and services may be charged on credit, that must be paid when a statement is issued.

"Check" means the instrument by which moneys of the Board of Education are disbursed.

"Chief Executive Officer" means the Superintendent of Schools.

"Chief Financial Officer" means the School Business Administrator/Board Secretary.

"Claimant certification" or "vendor certification" means verification of claims pursuant to N.J.S.A. 18A:19-3.

"Disbursement" means any payment of moneys, including any transfer of funds, by any means.

"Electronic Data Interchange (EDI)" means technology that provides transaction related details, including invoice number(s), pay dates, and other identifying information as appropriate for each transaction.

"Electronic Funds Transfer (EFT)" means any approved method of transferring moneys permitted by N.J.A.C. 5:30-9A.1 et seq. that does not involve the

physical presentation of a paper check, draft, or similar paper instrument including, but not limited to, wire transfers, e-checks, automated clearing house (ACH) transfers, and transactions initiated by phone or fax.

"Electronic Funds Transfer and Indemnification Agreement" means a signed legally binding indemnification agreement renewed on an annual basis between a Board of Education and a banking institution authorized to conduct business in New Jersey, which authorizes that institution to access bank accounts for the purpose of conducting EFTs through the ACH operating system.

"Governing body" means the Board of Education.

"Internal controls" means fiscal and operational controls that ensure safe and proper use of a standard EFT system and mitigate the potential for fraud and abuse. For purpose of N.J.A.C. 5:30-9A.1 et seq., internal controls shall include technological safeguards and cyber security practices, as well as processes affected by the governing body, management, and other personnel establishing fiscal and operational controls that reduce exposure to risk of misappropriation.

"Local Unit" means any county, municipality, special district, or any public body corporate and politic created or established under any law of this State by or on behalf of any one or more counties or municipalities, or any board, commission, department, or agency of any of the foregoing having custody of funds, but shall not include a school district.

"National Automated Clearing House Association (NACHA) file" means a file, formatted to NACHA specifications, which contains instructions for transferring funds between accounts.

"Payment documentation" means such documentation, including evidence of approvals and certifications, as is required by N.J.S.A. 40A:5-16.b, 40A:5-17, and 18A:19.1 et seq., and N.J.A.C. 5:30-9A.1 et seq. prior to the legal paying out of moneys.

"Procurement card" or "P-card" means an account or physical card that represents an account governed by characteristics specific to a procurement card. These characteristics include limits of time, amount, access, and purchase category controlled by the local unit, local authority, or county college in accordance with an agreement with an issuer. While such cards may have the

appearance of a credit card, such as Visa, MasterCard, American Express, or Discover, such general-purpose cards do not feature the controls that procurement cards have and as such are not permitted under N.J.A.C. 5:30-9A.1 et seq. A "Procurement card" or "P-card" may not be used by a Board of Education.

"Reconciliation of activity" means the process used to determine that all transactions utilizing standard EFT technologies are accurate, authorized, and allocable to encumbered appropriations.

"Standard electronic funds transfer technologies" means technologies that facilitate the transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, initiated by means such as, but not limited to, an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account, and incorporate, at a minimum, internal controls set forth in rules promulgated by the Local Finance Board. No general purpose credit or debit card shall be considered a standard EFT technology.

"Supervisory review" means the process performed by an individual in a supervisory capacity to confirm the propriety and accuracy of standard EFT technologies use initiated by subordinates.

"Transaction" means any activity that may result in demand for payment. "Warrant" means the draft or check of any Board of Education used in warranting disbursement of moneys and shall, in every instance, be evidenced by the issuance of a check of the Board of Education. In no instance shall it be necessary for the Board of Education to refer to, or issue, a check separate and distinct from the warrant.

- B. Authorization to Use Standard Electronic Funds Transfer Technologies for Electronic Funds Transfers – N.J.A.C. 5:30-9A.3
 - 1. The Board of Education adopts Policy and Regulation 6470.01 to permit the School Business Administrator/Board Secretary to use only the forms of standard EFT technologies that are approved for New Jersey Boards of Education for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.

- a. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.
 2. N.J.A.C. 5:30-9A.1 et seq. does not authorize a Board of Education to exceed the maximum bid thresholds or other limits set forth in the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.
 3. Providers of ACH and wire transfer services are to be financial institutions chartered by Federal or State authority. ACH and wire transfer services must be provided by a financial institution covered by the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.
- C. Standard Electronic Funds Transfer Technologies; Internal Controls and Conditions for Use – N.J.A.C. 5:30-9A.4
1. The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at minimum, the following features and safeguards:
 - a. The ability to designate specific individuals able to initiate disbursements, barring those not authorized to initiate disbursements from doing so.
 - (1) The Board of Education designates and approves the School Business Administrator/Board Secretary to be responsible to initiate a claim for payment using an EFT method that has been duly approved in accordance with N.J.S.A. 18A:19-1 et seq. and Policy and Regulation 6470.01.
 - (2) Each claim for payment approved or ratified by the Board shall indicate any payment made using an EFT technology, the type of EFT technology that will or has been utilized in paying the claim, along with a reference that permits tracking.
 - b. The ability to designate individuals who may authorize disbursement and segregate initiation and authorization

functions. Password or other security controls shall be in place to restrict access based on an individual's authorized role.

- (1) The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary.
- (2) The Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary shall review the claim for payment and authorize, in writing, the EFT claim that was initiated by the School Business Administrator/Board Secretary before the School Business Administrator/Board Secretary pays the claim using an EFT method.
 - (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.
- (3) The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person responsible to initiate a claim for payment and the Superintendent of Schools or the designee not under the direct supervision of the School Business Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize the School Business Administrator/Board Secretary to make the payment using an EFT method.
- (4) The Superintendent of Schools or the designee shall ensure passwords and security codes are in place to

restrict access based on an individual's role.

- c. The ability to confirm receipt of payment by vendor.
 - (1) The School Business Administrator/Board Secretary shall receive confirmation from the vendor an EFT payment has been received by the vendor. Documentation supporting receipt of an EFT payment received by a vendor shall be included with the claim's supporting documentation.

- d. The ability to bar automatic debits from Board of Education accounts.
 - (1) The School Business Administrator/Board Secretary shall require all banking institutions approved by the Board of Education prohibit any automatic debits from any Board of Education bank account as each individual disbursement to a vendor must be preceded by instructions submitted to the bank.

- e. The ability for appropriate officials to view transaction history, generate activity reports, and conduct supervisory reviews of all transactions.
 - (1) On no less than a weekly basis, the School Business Administrator/Board Secretary shall prepare an Activity Report on all EFT-based transactions.

 - (2) All Activity Reports prepared by the School Business Administrator/Board Secretary shall be submitted and reviewed by an employee or non-employee (i.e. school auditor, accountant, Board President, etc.) approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT transactions.

 - (3) The Activity Report shall include, but not be limited to:

Electronic Funds Transfer and Claimant Certification (M)

- (a) The name of the payee;
 - (b) The Board approval date approving the payment of the claim;
 - (c) The fund and account the payment is being paid from;
 - (d) The technology utilized in each EFT transaction; and
 - (e) The date of payment.
- (4) A copy of all Activity Reports shall be provided to the Board of Education at the first regular monthly Board meeting following any EFT transactions.
 - (5) All EFT Activity Reports and evidence of the review by the employee or non-employee (i.e. school auditor, accountant, etc.) designated and approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT-based transactions are to be maintained and available for audit by the Board of Education's independent auditor.
 - (6) The School Business Administrator/Board Secretary or designee shall perform a monthly reconciliation of the reviewed/approved weekly EFT Activity Reports of the EFT transactions appearing on bank statements and in the accounting records (i.e. general ledger, bank reconciliations, list of bills approved by Board, etc.).
 - (a) Evidence to support the performance of this monthly review must be maintained by the School Business Administrator/Board Secretary and available for audit by the Board of Education's independent auditor.

- f. The ability to back-up transaction data and store such data offline.
 - (1) The School Business Administrator/Board Secretary shall ensure all EFT transaction data is backed-up and stored offline.
 - (a) However, any ACH file that is in plain text format must not be stored on a Board of Education's local computer past the time the file is transmitted to the bank.

- g. Measures to mitigate risk of duplicate payment.
 - (1) The School Business Administrator/Board Secretary shall ensure an EFT payment is not duplicated by any other means.
 - (2) More than one EFT payment to the same vendor ratified or approved for payment by the Board of Education will be reviewed by the School Business Administrator/Board Secretary prior to payment to ensure there is no duplicate or multiple payments for the same goods or services.

- h. The creation and maintenance of an audit trail, such that transaction history, including demands for payment and payment initiation, authorization, and confirmation, can be independently tracked and detailed through the use of an EDI or functional equivalent.
 - (1) The Board of Education's EDI or functional equivalent will have the ability to create and maintain the required audit trail.

- i. The following cyber security best practice framework shall be followed:
 - (1) Any system supporting a standard EFT shall:
 - (a) Be hosted on dedicated servers or in a FedRAMP

Electronic Funds Transfer and Claimant Certification (M)

Moderate Impact Level Authorized Cloud. When using cloud services, the vendor shall check provider credentials and contracts;

- (b) Encrypt stored and transmitted financial information and personal identification information;
 - (c) Maintain only critical personal identification information. Social Security numbers shall not be utilized as identification numbers for system purposes;
 - (d) Employ a resilient password policy;
 - (e) Undergo regular and stress testing;
 - (f) Have regular security updates on all software and devices carried out;
 - (g) Have back-up plans, information disposal, and disaster recovery procedures created and tested;
 - (h) Undergo regular security risk assessments for detecting compromises, along with regular monitoring for vulnerabilities, with necessary patches and updates being implemented; and
 - (i) Develop a Cybersecurity Incident Response Plan.
- (2) The managing organization shall:
- (a) Check provider credentials and contracts when using cloud services;
 - (b) Educate staff in good security measures and perform employee background checks; and
 - (c) Create a computer security incident response

team, generally called a CSIRT.

- j. Financial institution providers of standard EFT technologies shall provide annual evidence of satisfactory internal control to the School Business Administrator/Board Secretary;
- k. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or an equivalent successor banking industry standard. In addition, the following safeguards shall be instituted:
 - (1) All EFTs through the ACH must utilize EDI technology and be subject to an Electronic Funds Transfer and Indemnification Agreement;
 - (2) A user that can generate an ACH file shall neither have upload rights nor access that permits editing of a vendor routing number or vendor account number;
 - (3) Each edit to vendor ACH information shall be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit;
 - (4) Any ACH file that is in plain text format shall not be stored on a local computer past the time transmitted to a bank; and
 - (5) If supported by the Board of Education's financial institution(s), said entities shall avail themselves of the ability to recall ACH payments via NACHA file.

- 2. The Board of Education will only utilize standard EFT technologies upon instituting, at a minimum, the following fiscal and operational controls:
 - a. Policy and Regulation 6470.01 shall be adopted authorizing and governing the use of standard EFT technologies consistent with N.J.A.C. 5:30-9A.1 et seq.;

- b. The School Business Administrator/Board Secretary shall ensure that the minimum internal controls set forth in N.J.A.C. 5:30-9A.1 et seq., along with those internal controls set forth in Policy and Regulation 6470.01 are in place and being adhered to;
- c. Initiation and authorization roles shall be segregated, and password-restricted.
 - (1) The School Business Administrator/Board Secretary shall be responsible for initiating all EFTs.
 - (2) When the School Business Administrator/Board Secretary initiates an EFT, the Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary shall be responsible for authorization of the EFT.
 - (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.
 - (3) The Board of Education may designate and approve a backup officer/staff member in the event the School Business Administrator/Board Secretary or Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary who is approved to authorize the EFT payment is unavailable.
 - (4) All payment of claims, ordinances, or resolutions enacted pursuant to N.J.S.A. 40A:5-17.b shall, at a minimum, comply with the provisions of N.J.A.C. 5:30-9A.4.
 - (5) N.J.A.C. 5:30-9A.4 shall not be interpreted to prevent a Board of Education from requiring, authorizing, and approving more than one officer to authorize an EFT.
- d. No Board of Education shall disburse funds unless the goods and services are certified as having been provided pursuant to N.J.S.A.

18A:19-1 et seq. and N.J.A.C. 5:30-9A.1 et seq.

- e. On no less than a weekly basis, Activity Reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.

- (1) Reconciliations shall be performed on a monthly basis.

- (2) All Activity Reports generated by the School Business Administrator/Board Secretary shall be monitored by another individual designated and approved by the Board who is not under the supervision of the School Business Administrator/Board Secretary.

- f. A user that uploads an ACH file shall check the amounts and recipients against a register displaying ACH payments.

D. Claimant Certification; When Payment Can Be Made Without Claimant Certification - N.J.A.C. 5:30-9A.6

- 1. Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.

E. Automated Clearing House (ACH) Transactions

- 1. Providers of ACH and wire-transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that financial institutions providing ACH and wire transfer services be covered under the GUDPA, N.J.S.A. 17:9-41 et seq.
- 2. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or equivalent successor banking industry standard.
- 3. EFTs through ACH must utilize EDI technology which provides transaction related details including invoice numbers, pay dates, and other

identifying information as appropriate for each transaction.

4. The Board of Education must approve an ACH Origination Agreement with the financial institution(s).
5. Users authorized to generate an ACH file shall neither have upload rights nor access permitting editing of a vendor routing number or vendor account number.
6. Each edit to vendor ACH information must be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit.
7. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments.
8. If supported by the financial institution, the Board of Education shall avail itself of the ability to recall ACH payments via NACHA file.

Adopted:

7440 SCHOOL DISTRICT SECURITY

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

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

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

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

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

The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist certification in accordance with the provisions of N.J.S.A. 18A:17-43.2. The School Safety Specialist shall also serve as the school district's liaison with local law enforcement and national, State, and community agencies and organizations in matters of school safety and security.

Access to school buildings and grounds outside the hours school is in session shall be

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

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

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

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

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

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

Adopted: 17 October 2013
Revised: 28 March 2018
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Revised: 31 October 2019

R 7440 SCHOOL DISTRICT SECURITY

A. Definitions

“Access” means authorized access to a school building or school grounds through the use of a Board-approved key control system.

“Key control system” means the use of a key, card, code, or any other means to disengage a locking mechanism to provide entry to a school building or school grounds.

“Panic alarm” means a silent security system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from law enforcement.

“School buildings” and “school grounds” means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central service facilities including, but not limited to, kitchens and maintenance shops. “School buildings” and “school grounds” also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. “School buildings” and “school grounds” also includes other facilities such as playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Access to School Buildings and School Grounds

1. Access to school buildings and grounds during the school day will be permitted to all students enrolled in the school, all authorized school staff members, and visitors pursuant to Policy and Regulation 9150.

2. Access to school buildings and grounds before and after the school day will be permitted to:
 - a. Members of the Board of Education;
 - b. Administrative and supervisory staff members, teaching staff members, and support staff members assigned to a school building or grounds in the performance of their duties;
 - c. Other school staff members in the performance of their professional responsibilities;
 - d. Students involved in interscholastic athletics, co-curricular or extra-curricular activities, and authorized spectators;
 - e. Members of organizations granted the use of school premises pursuant to Policy and Regulation 7510;
 - f. Police officers, fire fighters, health inspectors, and other agents of Federal, State, and local government in the performance of their official duties;
 - g. Members of the public present to attend a public Board of Education or public school-related function; and
 - h. Others authorized by the Superintendent or designee and/or by Board Policy.
3. All visitors to a school building during a school day will be required to register their presence in the school and comply with the provisions of Policy and Regulation 9150. The school's registration and sign-in procedures may include the use of a school visitor management system requiring the visitor to present acceptable identification to access the school building.
4. Signs will be conspicuously posted to inform visitors of the requirement to register their presence into the building.

- C. Key Control System for Access to School Buildings and Facilities
1. School staff members will be provided access to a school building using the school's key control system as follows:
 - a. Teaching staff members and support staff members will be provided access using the school's key control system to the school building and to other facilities on school grounds to which they require access for the performance of their professional duties.
 - (1) The Building Principal will determine the school staff members who shall be provided access to facilities within the school building and on school grounds.
 - (2) The Superintendent or designee will determine the district administrators, supervisors, and other staff members who shall be provided access to facilities within the school building and on school grounds.
 2. School staff members provided access to a school building or other facilities on school grounds shall be responsible for ensuring their key control system authorization is not shared with another individual without prior approval of the Principal or designee for school staff members, or the Superintendent or designee for district staff members. Staff members are prohibited from permitting their key control system authorization to be used by another person unless prior approval is obtained from the Principal or designee at the building level and Superintendent or designee at the district level or in the event of an emergency.
 3. A staff member's loss of a key, card, or any other device authorizing the staff member access to a school building or a facility on school grounds must be immediately reported to the Principal or Superintendent or designee. The staff member who loses a key, card, or any such access device may be responsible for the replacement cost.
- D. School Building Panic Alarm or Emergency Mechanisms (N.J.S.A. 18A:41-10)

through 13)

1. Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency including, but not limited to, a non-fire evacuation, lockdown, or active shooter situation.
 2. The alarm shall be directly linked to local law enforcement authorities or, in the case of a school building located in a municipality in which there is no municipal police department, a location designated by the Superintendent of the New Jersey State Police.
 3. The alarm shall be capable of immediately transmitting a signal or message to such authorities outlined in D.2. above upon activation.
 4. The alarm shall not be audible within the school building.
 5. Each panic alarm required under N.J.S.A. 18A:41-11 and Policy and Regulation 7440 shall:
 - a. Adhere to nationally recognized industry standards, including the standards of the National Fire Protection Association and Underwriters Laboratories; and
 - b. Be installed solely by a person licensed to engage in the alarm business in accordance with the provisions of N.J.S.A. 45:5A-27.
 6. The school district may equip its elementary and secondary school buildings with an emergency mechanism that is an alternative to a panic alarm if the mechanism is approved by the New Jersey Department of Education.
- E. Staff Member Responsibilities
1. Staff members should not bring to school valuable personal items that cannot be in the staff member's personal possession at all times. The Board of Education is not responsible for a staff member's personal possession in the event the item is lost, stolen, misplaced, damaged, or

destroyed.

2. In the event a staff member observes a student has a valuable item in school, the staff member will report it to the Principal or designee. A valuable item may include, but is not limited to, an unusually large amount of money, expensive jewelry or electronic equipment, or any item that is determined by the Principal or designee to be valuable to a student based on the student's age.
 - a. The Principal or designee may contact the student's parent and request the parent come to school to retrieve the valuable item;
 - b. The Principal or designee may secure the valuable item and return it to the student at the end of the school day and inform the student and the parent not to bring the valuable item to school in the future; or
 - c. The Principal or designee will permit the student to maintain the valuable item and inform the student and the parent not to bring the valuable item to school in the future.
 - d. The Board of Education is not responsible for a student's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed when in the possession of the student.
3. Teaching staff members shall close classroom windows and shut and lock classroom doors when leaving at the end of the school day; shut and lock classroom doors during the school day when the room is not going to be in use after their assignment, and report immediately to the Principal or designee any evidence of tampering or theft.
4. Custodians shall, at the end of the work day, conduct a security check of the building to make certain that all windows are closed and all office, classroom, and building doors are shut and locked, except as such doors may be required to be open for persons with access.
5. Office personnel shall take all reasonable precautions to ensure the security of all school and district records and documents against

unauthorized access, deterioration, and destruction.

F. School Safety Specialist

1. The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3.
2. The School Safety Specialist shall:
 - a. Be responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district;
 - b. Ensure that these policies and procedures are in compliance with State law and regulations; and
 - c. Provide the necessary training and resources to school district staff in matters relating to school safety and security.
3. The School Safety Specialist shall also serve as the school district's liaison with law enforcement and national, State, and community agencies and organizations in matters of school safety and security.
4. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist Certification in accordance with the provisions of N.J.S.A. 18A:17-43.2.

G. Summoning Law Enforcement Authorities

1. Law enforcement authorities will be summoned promptly whenever evidence is discovered that indicates: a crime has been committed on school premises or in the course of staff or student transportation to or from school; a break and entry may have occurred on school grounds; a deadly weapon is on school premises; a breach of the peace has occurred on school premises; for any reason required in the Memorandum of

Understanding between the Board of Education and Law Enforcement and in accordance with Policy and Regulation 9320; or for any other reason there is concern about the health, safety, and welfare of persons on school grounds or school property.

2. Anytime law enforcement agents are summoned in accordance with G.1. above, the Superintendent will be notified as soon as possible.

H. Annual School Safety Audit for Each School Building

1. **The district shall annually conduct a school safety audit for each school building using the checklist developed by the New Jersey Office of Homeland Security and Preparedness in collaboration with the Department of Education pursuant to section H.2. below.**
 - a. **The district shall submit the completed audit to the New Jersey Office of Homeland Security and Preparedness and the Department of Education in accordance with the provisions of N.J.S.A. 18A:41-14.a.**
 - b. **The audits shall be kept confidential and shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records, but may be utilized for the purpose of allocating any State grants or loans made available for the purpose of school facility safety and security upgrades.**
2. **The New Jersey Office of Homeland Security and Preparedness in collaboration with the Department of Education shall develop a comprehensive checklist of items to be reviewed and evaluated in the school safety audit(s) conducted by the school district pursuant to Section H.1. above.**
 - a. **The checklist shall include items to assess the security features and security vulnerabilities of the school district's school buildings and grounds. The checklist shall also include items to assess the emergency notification systems used to facilitate notification to parents and other members of the community in the case of school emergencies.**

7450 PROPERTY INVENTORY

The Board of Education recognizes that efficient management and the replacement of lost, damaged, or stolen property depends upon an accurate inventory and properly maintained records.

The district shall maintain a complete inventory by physical count of all district-owned equipment.

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

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

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

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

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

Property
7450

PROPERTY INVENTORY

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

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

New Jersey Department of Education – “The Uniform Minimum Chart of Accounts for New Jersey Public Schools and Approved Private Schools for Students with Disabilities” 2020-2021 Edition

Adopted: 17 October 2013

8420 EMERGENCY AND CRISIS SITUATIONS (M)

M

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

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

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

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

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

18A:41-7.

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

The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. Although these outside agencies are not required to observe school security drills, the Principal is encouraged to invite representatives from local law enforcement and emergency responder agencies to attend and observe at least four different security drills annually.

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

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

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

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

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

Adopted: 17 October 2013

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

8561 PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

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The Board of Education adopts this Policy to identify their procurement plan for the United States Department of Agriculture's (USDA) School Nutrition Programs. School Nutrition Programs include, but are not limited to: the National School Lunch Program (NSLP); School Breakfast Program (SBP); Afterschool Snack Program (ASP); Special Milk Program (SMP); Fresh Fruit and Vegetable Program (FFVP); Seamless Summer Option (SSO) of the NSLP; Summer Food Service Program (SFSP); the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP); and the Schools/Child Nutrition USDA Foods Program.

The Board of Education is ultimately responsible for ensuring all procurement procedures for any purchases by the Board of Education and/or a food service management company (FSMC) comply with all Federal regulations, including but not limited to: 7 CFR Parts 210, 220, 225, 226, 245, 250; 2 CFR 200; State procurement statutes and administrative codes and regulations; local Board of Education procurement policies; and any other applicable State and local laws.

The procurement procedures contained in this Policy will be implemented beginning immediately, until amended. All procurements must maximize full and open competition. Source documentation will be maintained by the School Business Administrator/Board Secretary or designee and will be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

The Board of Education intentionally seeks to prohibit conflicts of interest in all procurement of goods and services.

A. General Procurement

The procurement procedures will maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities. The school district's plan for procuring items for use in the School Nutrition Programs is as follows:

1. The School Business Administrator/Board Secretary will ensure all purchases will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358 - Appendix. Formal

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

procurement procedures will be used as required by 2 CFR 200.318 through .326 and any State and local procurement code and regulations. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.

2. The following procedures will be used for all purchases:

Product/ Services	Estimated Dollar Amount	Procurement Method	Evaluation	Contract Award Type	Contract Duration/ Frequency
Various equipment or services	Below \$3,500	Informal	Sound Business Practice	Purchase Order	1 year
Various Equipment or services	\$3,501 up to \$44,000	Quotation up to \$44,000	Price and other factors	Purchase Order	1 year
FSMC/ Equipment	\$44,000 or more	IFB or RFP	Lowest bidder or Price and other factors if RFP	Sealed Bid	Not to exceed 5 years

B. Micro-Purchase Procedures

1. **Public/Charter Schools**

Purchases of supplies or services, as defined by 2 CFR 200.67, will be awarded without soliciting competitive price quotations if the price is reasonable in accordance with N.J.S.A. 18A:18A-37(a) and below thresholds established by the State Treasurer for informal receipt of quotations. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

2. **Non-Public Schools**

Purchases of supplies or services, within the **Federal** micro-purchase threshold (the aggregate amount does not exceed the Federal micro-

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

purchase threshold as set by **2 CFR 200.67** will be awarded without soliciting competitive price quotations if the price is reasonable. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

3. Formal bid procedures will be applied on the basis of:

Centralized System;
Individual School;
Multi-School System; and/or
State Contract.

4. Because of the potential for purchasing more than public or non-public informal/small purchase threshold amount, or the Board approved threshold if less, it will be the responsibility of the School Business Administrator/Board Secretary to document the amounts to be purchased so the correct method of procurement will be followed.

C. Formal Procurement

When a formal procurement method is required, the following competitive sealed bid or an Invitation for Bid (IFB) or competitive proposal in the form of a Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or a RFP will be placed in the Board designated official newspaper to publicize the intent of the Board of Education to purchase needed items. The advertisement for bids/proposals or legal notice will be published in the official newspaper for at least one day in accordance with the provisions of N.J.S.A. 18A:18A-21.
2. An advertisement in the official newspaper for at least one day is required for all purchases over the school district's small purchase threshold as outlined in Federal Funds Procurement Method Section Chart. The advertisement will contain the following:
 - a. A general description of items to be purchased;

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- b. The deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed;
 - c. The date of the pre-bid meeting, if provided, and if attendance is a requirement for bid award;
 - d. The deadline for submission of sealed bids or proposals; and
 - e. The address of the location where complete specifications and bid forms may be obtained.
3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
 4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
 5. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - a. **Contract period for the base year and renewals as permitted;**
 - b. The Board of Education is responsible for all contracts awarded (statement);
 - c. Date, time, and location of IFB/RFP opening;
 - d. How the vendor is to be informed of bid acceptance or rejection;
 - e. Delivery schedule;
 - f. Requirements (terms and conditions) the bidder must fulfill in order for bid to be evaluated;
 - g. Benefits to which the Board of Education will be entitled if the contractor cannot or will not perform as required;

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- h. Statement assuring positive efforts will be made to involve small **and minority businesses, women’s business enterprises, and labor surplus area firms**;
- i. Statement regarding the return of purchase incentives, discounts, rebates, and credits **under a cost reimbursement FSMC contract** to the Board of Education’s nonprofit school food service account;
- j. Contract provisions as required in 2 CFR 200:
 - (1) **Termination for cause and convenience – contracts in excess of \$10,000;**
 - (2) **Equal Opportunity Employment – “federally assisted construction contracts”;**
 - (3) **Davis-Bacon Act – construction contracts in excess of \$2,000;**
 - (4) **Contract work Hours and Safety Standards – contracts in excess of \$100,000;**
 - (5) **Right to inventions made under a contract or agreement – if the contract meets the definition of a “funding agreement” under 37 CFR 401.2(a);**
 - (6) **Clean Air Act – contracts in excess of \$150,000;**
 - (7) **Debarment and Suspension – all Federal awarded contracts;**
 - (8) **Byrd Anti Lobbying Amendment – contracts in excess of \$100,000; and**
 - (9) **Contracts must address administrative, contractual , or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- k. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
- l. Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;
- m. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;
- n. Price adjustment clause for renewal of multi-year contracts as defined in N.J.S.A. 18A:18A-42. The "index rate" means the annual percentage increase rounded to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;
- o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);
- p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);
- q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- r. Provision requiring access by duly authorized representatives of the Board of Education, New Jersey Department of Agriculture (NJDA), United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
- s. Method of shipment or delivery upon contract award;

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;
 - u. Description of process for enabling vendors to receive or pick up orders upon contract award;
 - v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);
 - w. Signed statement of non-collusion;
 - x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);
 - y. Provision requiring "Buy American" as outlined in 7 CFR Part 210.21(d) and USDA Guidance Memo SP 38-2017, **including specific instructions for prior approval and documentation of utilization of non-domestic food products only;**
 - z. Specifications and estimated quantities of products and services prepared by the school district and provided to potential contractors desiring to submit bids/proposals for the products or services requested-; **and**
 - aa. **The Board of Education's Electronic Signature Policy.**
6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, **questions may be sent to the School Business Administrator/Board Secretary.** The School Business Administrator/Board Secretary or designee's **response will be provided in writing to all potential bidders within two business days.**
- a. The School Business Administrator/Board Secretary will be responsible for **providing responses to questions and** securing all bids or proposals.

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board of Education, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the Buy American Provision.

- f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.
- g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

D. Small Purchase Procedures

If the amount of purchases for items is less than the school district's small purchase threshold as outlined in the Federal Funds Procurement Method Selection Chart, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

- 1. Written specifications will be prepared and provided to all vendors.
- 2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
- 3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.
- 4. The price quotes will receive appropriate confidentiality before award.
- 5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria.

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.

6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
 7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.
 8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
 9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.
- E. Noncompetitive Proposal Procedures**

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, noncompetitive proposal procedures will be used:

1. Written specifications will be prepared and provided to the vendor.
2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive proposal. The records will be available for audit and review.
3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.
4. The School Business Administrator/Board Secretary will be responsible

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.

5. The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than the **applicable Federal or State** micro-purchase threshold to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.
6. A member or representative of the Board of Education will approve, in advance, all procurements that result from noncompetitive negotiations.

F. Miscellaneous Provisions

1. New product evaluation procedures will include a review of product labels and ingredients; an evaluation of the nutritional value; taste tests and surveys; and any other evaluations to ensure the new product would enhance the program.
2. The Board of Education agrees the reviewing official of each transaction will be the School Business Administrator/Board Secretary.
3. Payment will be made to the vendor when the contract has been met and verified and has met the Board of Education's procedures for payment. (If prompt payment is made, discounts, etc., are accepted.)
4. Specifications will be updated as needed.
5. If the product is not as specified, the following procedure, including, but not limited to, will take place: remove product from service; contact vendor for approved alternate product; or remove product from bid.

G. Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The emergency procedures to be followed for such purchases shall be those procedures used by the school district for other emergency purchases consistent with N.J.S.A. 18A:18A-7. All emergency procurements shall be approved by the School Business Administrator/Board Secretary. At a minimum, the following emergency procurement procedures shall be documented to include, but not be limited to: item name; dollar amount; vendor; and reason for emergency.

- H. Purchasing Goods and Services – Cooperative Agreements, Agents, and Third-Party Services (Piggybacking)
1. When participating in intergovernmental and inter-agency agreements the Board of Education will ensure that competitive procurements are conducted in accordance with 2 CFR Part 200.318 through .326 and applicable program regulations and guidance.
 2. When utilizing the services of a co-op, agent, or third party the Board of Education will ensure that the following conditions have been met **and considered as one source of pricing in addition to other prices:**
 - a. All procurements were subject to full and open competition and were made in accordance with Federal/State/local procurement requirements;
 - b. The existing contract allows for the inclusion of additional Board of Educations that were not contemplated in the original procurement to purchase the same supplies/equipment through the original award;
 - c. The specifications in the existing contract meets their needs and that the items being ordered are in the contract;
 - d. The awarded contract requires all the Federally required certifications; e.g. Buy American, debarment, restrictions on lobbying, etc.;

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- e. The agency will confirm the addition of their purchasing power (goods or services) to the procurement in scope or services does not create a material change, resulting in the needs to re-bid the contract;
- f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;
- g. The Buy American provisions are included in the procurement of food and agricultural products; and
- h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

I. Records Retention

- 1. The Board of Education shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Specifically, the Board of Education shall maintain, at a minimum, the following documents:
 - a. Written rationale for the method of procurement;
 - b. A copy of the original solicitation;
 - c. The selection of contract type;
 - d. The bidding and negotiation history and working papers;
 - e. The basis for contractor selection;
 - f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- g. The basis for award cost or price;
- h. The terms and conditions of the contract;
- i. Any changes to the contract and negotiation history;
- j. Billing and payment records;
- k. A history of any contractor claims;
- l. A history of any contractor breaches; and
- m. Any other documents as required by N.J.S.A. 18A:18A – Public School Contracts Law.

J. Code of Conduct for Procurement

1. All procurements must ensure there is open and free competition and adhere to the most restrictive Federal, State, and local requirements. The Board of Education seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts. All procurements will be in accordance with this Policy and all applicable provisions of N.J.S.A. 18A:18A – Public School Contracts Law.
2. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent; any member of his or her immediate family, his or her partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.
 5. All questions and concerns regarding procurement solicitations, contract evaluations, and contract award, shall be directed to the School Business Administrator/Board Secretary.
- K. Food Service Management Company (FSMC)**
1. In the operation of the school district's food service program, the school district shall ensure that a FSMC complies with the requirements of the Program Agreement, the school district's Free and Reduced School Lunch Policy Statement, all applicable USDA program policies and regulations, and applicable State and local laws. In order to operate an a la carte food service program, the FSMC shall agree to offer free, reduced price, and full price reimbursable meals to all eligible children.
 2. The school district shall monitor the FSMC billing invoices to ensure compliance with Federal and State procurement regulations.
 3. In accordance with N.J.S.A. 18A:18A-5a.(22), RFPs are required in all solicitations for a FSMC.

N.J.S.A. 18A:18A – Public School Contracts Law
New Jersey Department of Agriculture
“Procurement Procedures for School Food Authorities” Model Policy – September 2018
Adopted: 18 July 2018
Revised: 14 November 2018
Revised: 27 March 2019