# BERGENFIELD BOARD OF EDUCATION

# BOARD OF EDUCATION EXECUTIVE SESSION MINUTES

Monday October 16, 2023

7:00 PM

**District Conference Room** 

Meeting Called to Order by the President

#### Roll Call

Attendee Name	Organization	Title	Status	Arrived
Joseph Amara	Bergenfield Board of Education	President	Present	
Guadalupe Ruiz-Catala	Bergenfield Board of Education	Vice President	Present	
Nelson Reynoso	Bergenfield Board of Education	Trustee	Present	
Deborah Podwin	Bergenfield Board of Education	Trustee	Present	
Ovelis Munoz	Bergenfield Board of Education	Trustee	Absent	

Also present: C. Tully, D. Markman, J. Khoury-Frias, S. Biggins

Flag Salute: Waived

Statement of the President: Waived

"The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice of and to attend meetings of this Board, except where specifically exempted by law, at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this act, the Board of Education has caused notice of this meeting to be published by having same advertised in The Record on June 30, 2023; also notice of this meeting has been mailed to the members of the Board, the Borough Clerk, all Elementary Schools, Roy W. Brown Middle School, the High School and District the Website on October 4, 2023."

#### Presentation:

Dominick Rotante and Darren Massey - Pilot Club Proposals Presentation

Verbal Comments: None

The Bergenfield Board of Education now opens the floor for our first public comment session. Public comments regarding tonight's agenda items only will be heard at this time. You will have an opportunity to make any other comments during the 2nd public comment session later in the meeting.

Department Reports

Student Representative Report: None

## **Business Administrator/Board Secretary**

For Discussion:

2. Motion to accept and approve the Minutes for September 2023.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

3. Motion to accept and approve the attached Tuition Contracts with Bergen County Special Services for the 2023/2024 School Year.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

4. Motion to accept and approve the attached Specialty Contract(s) for the 2023/2024 School Year.

JKF reviewed with Board. Approved for Action at Regular Meeting.

**RESULT:** 

MOVED FORWARD

Next: 10/23/2023 8:00 PM

5. Motion to accept and approve the attached Tuition Contracts for Sent Students for the 2023/2024 School Year.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

6. Motion to accept and approve the attached Use of Facilities.

JKF reviewed with Board. Approved for Action at Regular Meeting.

**RESULT:** 

MOVED FORWARD

Next: 10/23/2023 8:00 PM

7. Motion to accept and approve the proposal from Commercial Recreation Specialists for the purchase and installation of lightning detectors at a cost of \$35,818.85 on NJ state contract #16-FLEET-00133.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

8. Motion to accept and approve the revised proposal from Combustion Service for boiler repairs at Bergenfield High School for a total cost of \$132,025 on Cooperative Bid Ed Data # 10392.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

#### MOVED FORWARD

Next: 10/23/2023 8:00 PM

9. Motion to accept and approve the proposal from NorthStar Technology Services for Fortinet switches in the amount of \$15,379.62 on Cooperative Bid NJSBA Contract E-8801-ACESCPS.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

10. Motion to accept and approve the attached District Wide Fire and Emergency Drills and School Bus Emergency Evacuation Drill Reports for October 2023.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

11. Motion to accept and approve the following Donation(s): The Class of 2023 is donating \$228.00 to the Class of 2024.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

- 12. Motion to accept and approve the sale of the following item(s) on Govdeals.com and authorize the School Business Administrator to discard any items not sold on this public auction.
  - Nurses Couch
  - Industrial Kitchen Hanging Rack

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

13. Motion to accept and approve the School Safety and Security Plan Annual Review Statement of Assurance.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

#### MOVED FORWARD

Next: 10/23/2023 8:00 PM

14. Motion to accept and approve the submission of the Comprehensive Maintenance Plan and M1 Form.

Whereas, the Department of Education requires New Jersey School Districts to submit three-year maintenance plans documenting "required" maintenance activities for each of its public-school facilities, and

Whereas, the required maintenance activities as listed in the attached document for the various school facilities of Bergenfield are consistent with these requirements, and

Whereas, all past and planned activities are reasonable to keep school facilities open and safe for use or in their original condition and to keep their system warranties valid,

Now, Therefore Be It Resolved, that the Bergenfield Board of Education hereby authorizes the school business administrator to submit the attached Comprehensive Maintenance Plan for Bergenfield in compliance with Department of Education requirements.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

#### MOVED FORWARD

Next: 10/23/2023 8:00 PM

15. Motion to accept and approve the proposal from Kaseya for the G Suite Backupify plan at a cost of \$6,750.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

#### MOVED FORWARD

Next: 10/23/2023 8:00 PM

16. Motion to accept and approve the 2024-2025 budget calendar.

JKF reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

17. Motion to accept and approve the proposal from Haig Service Corp for the additional costs related to the replacement of the fire alarm control panel and initiating device at Roy W. Brown Middle School at a cost of \$27,204.34 on the District's Time and Material Bid.

JKF reviewed with Board. Approved for Action at Regular Meeting.

**RESULT:** 

MOVED FORWARD

Next: 10/23/2023 8:00 PM

## **Assistant Superintendent of Curriculum**

1. Motion to accept and approve the purchase of instructional supplies for Bergenfield School District from School Specialty Inc., amount not exceeding \$2,635.60, payable through Title IV.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

2. Motion to accept and approve the purchase of instructional supplies for Washington Elementary School from School Specialty, amount not exceeding \$946.80, payable through Title IV.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

3. Motion to accept and approve the purchase of i-Ready Toolbox from Curriculum Associates for Roy W. Brown Middle School teachers, amount not exceeding \$4,301.00, payable through Title IA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

4. Motion to accept and approve the attached Book Disposal Form.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

5. Motion to accept and approve the in-district Professional Development for Bergenfield Public Schools on the topic of Collaborative Teaching by Staff Development Workshops Inc., one full day, November 7, 2023, at a cost not to exceed \$1,800, payable through Title IIA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

6. Motion to accept and approve the in-district Professional Development for Bergenfield Public Schools on the topic of Social Emotional Learning by Staff Development Workshops Inc., one full day, November 7, 2023, at a cost not to exceed \$1,800, payable through Title IIA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

7. Motion to accept and approve the in-district Professional Development for Bergenfield Public Schools K-12 paraprofessionals on the topic of Common Diagnosis (such as depression, anxiety, ADHD, ODD) by Staff Development Workshops Inc., for the half day (approx. 80 participants), November 7, 2023, at a cost not to exceed \$1,200, payable through Title IIA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

8. Motion to accept and approve the rental quote from United Rentals for one (1) skid steer mini 301-600 # electrical wheel for the district maintenance department at a cost of \$ 1,205.82, payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

9. Motion to accept and approve the quote from Westphal Waste Services for a mulch container rental for Franklin Elementary School at a cost of \$775.00, payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

10. Motion to accept and approve the quote from C&S Fencing for temporary fence panels rental for Franklin Elementary School and Hoover Elementary School at a cost of \$1,599.38, payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

11. Motion to accept and approve the NJTESOL/NJBE, Inc. new memberships for three Bergenfield Public Schools ESL teachers, at a cost not to exceed \$177.00.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

12. Motion to accept and approve the revised reimbursements of salaries and benefits from ESEA Grant to LEA as follows:

FY 2024 - Revised	FY 2024 - Revised reimbursements of salaries and benefits applied from Title I to LEA							
<u>Name</u>	Location	Account	Approximate %	Amount				
			of salary and					
			<u>benefits</u>					
E. Bonifazio	HOOVER	20-232-100-100-03-270	25%	\$38,525				
J. Bhawna	HOOVER	20-232-100-100-03-270	100%	\$34,543				
T. Hulse	WASHINGTON	20-232-100-100-06-270	34%	\$33,928				
E. Rodriguez	RWB	20-232-100-100-07-270	26%	\$38,916				
M. Hegel	RWB	20-232-100-100-07-270	26%	\$31,112				
A. Wilson	RWB	20-232-100-100-07-270	13%	\$19,883				
D. Johannessen	RWB	20-232-100-100-07-270	13%	\$19,459				
H. Conklin	BHS	20-232-100-100-08-270	22%	\$35,778				
N. Kazanciouglu	BHS	20-232-100-100-08-270	11%	\$18,917				
G. Garcia	BHS	20-232-100-100-08-270	11%	\$15,296				
D. Markman	Central Office	20-232-200-100-15-270	14%	\$24,000				

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

13. Motion to accept and approve the quote from Downes Forest products LLC for yards of certified playground mulch for Franklin Elementary School at a cost of \$870.00, payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

**RESULT:** 

MOVED FORWARD

Next: 10/23/2023 8:00 PM

14. Motion to accept and approve the quote from Downes Forest Products LLC for yards of certified playground mulch for Hoover elementary School at a cost of \$870.00, payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

15. Motion to accept and approve the quote for preschool classroom supplies from School Specialty Inc. for Lincoln Elementary School, at a cost not to exceed \$134.72 payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

16. Motion to accept and approve the quote for preschool classroom supplies from Lakeshore Learning Materials for Franklin Elementary School, at a cost not to exceed \$1,714.47 payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

17. Motion to accept and approve the quote for preschool classroom supplies from Apple Inc. for Bergenfield Public Schools at a cost not to exceed \$449.00 payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

18. Motion to accept and approve the quote for preschool classroom supplies from Amazon.com LLC. for Bergenfield Public Schools at a cost not to exceed \$30.48 payable through PEA Funds.

DM reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

# **Assistant Superintendent of Personnel**

1. Motion to accept and approve the attached Personnel Recommendations.

SB reviewed with Board. Approved for Action at Regular Meeting.

RESULT:

MOVED FORWARD

Next: 10/23/2023 8:00 PM

## Superintendent

Committee Meeting Briefs

Verbal Comments: None

The Bergenfield Board of Education now opens the floor for our 2nd public comment for any other comments at this time.

## Motion to go to Private Session

Trustee Reynoso moved and Vice-President Ruiz-Catala seconded to go to Private Session at 7:48 PM.

- 1. Personnel.
- 2. Open Litigation.
- 3. HIB.

## Adjourn

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Nelson Reynoso, Trustee

SECONDER: AYES:

Guadalupe Ruiz-Catala, Vice President Amara, Ruiz-Catala, Reynoso, Podwin

ABSENT:

Munoz

# Informational Documents

- 1. Posting for 10/16/23 Executive Meeting.
- 2. Maintenance/Custodial September 2023.

# BERGENFIELD BOARD OF EDUCATION

# BOARD OF EDUCATION ACTION MEETING MINUTES

Monday October 16, 2023

7:30 PM

**District Conference Room** 

Meeting Called to Order by the President

#### Roll Call

Attendee Name	Organization	Title	Status	Arrived
Joseph Amara	Bergenfield Board of Education	President	Present	
Guadalupe Ruiz-Catala	Bergenfield Board of Education	Vice President	Present	
Nelson Reynoso	Bergenfield Board of Education	Trustee	Present	
Deborah Podwin	Bergenfield Board of Education	Trustee	Present	
Ovelis Munoz	Bergenfield Board of Education	Trustee	Absent	

Also present: C. Tully, D. Markman, J. Khoury-Frias, S. Biggins

## Flag Salute

## Statement of the President

"The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice of and to attend meetings of this Board, except where specifically exempted by law, at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this act, the Board of Education has caused notice of this meeting to be published by having same advertised in The Record on June 30, 2023; also notice of this meeting has been mailed to the members of the Board, the Borough Clerk, all Elementary Schools, Roy W. Brown Middle School, the High School and District the Website on October 4, 2023."

## Public Comment: None

The Bergenfield Board of Education now opens the floor for our first public comment session. Public comments regarding tonight's agenda items only will be heard at this time. You will have an opportunity to make any other comments during the 2nd public comment session later in the meeting.

## **New Business**

Motions #1-5 were blocked voted.

1. Motion to accept and approve the attached Personnel Recommendations.

RESULT: APPROVED [UNANIMOUS] MOVER:

Nelson Reynoso, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President Amara, Ruiz-Catala, Reynoso, Podwin

AYES: ABSENT:

Munoz

2. The Board of Education of School District No. 0300 County of Bergen State of New Jersey, as provided for in Chapter 172 Laws 1979 (N.J.S.A. 18A:11-3, et seq.) herewith enrolls Bergenfield High School as a member of the New Jersey State Interscholastic Athletic Association to participate in the approved interschool athletic program sponsored by the NJSIAA. This resolution to continue in effect until or unless rescinded by the Board of Education and shall be included among those Policies adopted annually by the Board. Pursuant to N.J.S.A. 18A:11-3 in adopting this resolution, the Board of Education adopts as its own policy and agrees to be governed by, the Constitution Bylaws and Rules and Regulations of the NJSIAA.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Nelson Reynoso, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President Amara, Ruiz-Catala, Reynoso, Podwin

AYES: ABSENT:

Munoz

3. Motion to accept and approve the agreement and fee schedule from School Liability Expert Group for professional services.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Nelson Reynoso, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin

ABSENT:

Munoz

Motion to accept and approve the following conferences.

Name(s)	Position	Conference	Account Number	Cost	Source
					<u>of Funds</u>
M.	Guidance	Counselor	-	0.00	_
Yoskowitz	Counselors	Workshop,			
E. Valera		Montclair, NJ,			
D. Massey		12/1/23			
D.	Assistant	2023 Annual	20-273-200-500-15-270	\$530.00	Title IIA
Markman	Superintendent	Conference on			
	for Curriculum	Advancing School			
	and Instruction	Mental Health,			
		New Orleans, LA,			
		12/5 through			
		12/7/23			

E. Valera	Guidance	HESAA Fall 2023	=	0.00	-
	Counselor	Secondary School			
		Counselor			
		Training Institute,			
		Newark, NJ,			
		10/12/23			
S. Kravitz	World	Enhancing French	20-273-200-500-15-270	\$279.00	Title IIA
	Language	Language			
	Teacher	Instruction:			
		Practical Activities			
		to Strenghthen			
		Your Student's			
		Proficiency in			
		FRENCH, Online,			
		12/4/23			
L. Restivo	Guidance	School Counselors	-	0.00	-
	Counselor	at Applied			
		Technology High			
		School, Paramus,			
		NJ, 10/4/23			
L. Restivo	Guidance	Bergen County	-	0.00	-
	Counselor	Technical Schools			
		- Middle School			
		Counselor			
		Information			
		Session 2023,			
		Hackensack, NJ			
		9/27/23			
L. Restivo	Guidance	Admissions	m4	0.00	-
	Counselor	Presentation			
		Breakfast,			
		Paramus, NJ,			
		09/28/23			
N. Raines	Nurse	32 <sup>nd</sup> School Health	-	0.00	-
		Conference,			
		Somerset, NJ			
		10/18/23			
W. Fleming	Elementary	Middle States		0.00	-
	School	Association Fall			
	Principal	Conference,			
		Philadelphia, PA,			
		11/2/23 & 11/3/23			

M.	English Teacher	Restorative	20-273-200-500-15-270	\$279.00	Title IIA
Basumatary		Practices in the Classroom:			
		Powerful			
		Strategies that			
		Build Better			
		Relationships and			
		Manage Student			
		Behavior More			
		Effectively,			
D M	Guidance	Online, 11/29/23		0.00	_
D. Massey	Counselors	New Jersey	-	0.00	-
M. Yoskowitz	Counselors	Counselor Day at Rutgers			
roskowitz		University,			
		Piscataway, NJ,			
		10/20/23			
D. Massey	Guidance	Guidance Expo	_	0.00	-
211111111111	Counselor	2023, White			
		Plains, NY,			
		10/24/23			
M.	Guidance	FDU High School	-	0.00	-
Yoskowitz	Counselor	Counselor			
		Luncheon,			
		Teaneck, NJ,			
		02/02/24			
A. Sulich	Kindegarten	NJIDA Fall	20-273-200-500-15-270	\$183.27	-
	Teacher	Conference:			
		Beyond Decoding:			
		Confronting			
		Comprehension			
		Head on!, Virtual, 12/2/23			
B. McNiff	AP Psychology	AP Psychology	-	0.00	-
D. Morvin	Teacher	Round Table			
		Discussion,			
		Sussex, NJ,			
		10/9/23			
E. Valera	Guidance	Counselor Briefing	-	0.00	-
	Counselor	Lunch,			
		Hackensack, NJ			
		10/18/23			

RESULT: APPROVED [UNANIMOUS]

MOVER:

Nelson Reynoso, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President Amara, Ruiz-Catala, Reynoso, Podwin

AYES: ABSENT:

Munoz

5. Motion to accept and approve the following travel reimbursements.

Name	Conference	Lodge	Meals	<u>Mileage</u>	<u>Airfare</u>	<u>Account</u>
D.	2023 Annual	\$667.85	\$259,00	-	\$207.80	20-273-200-500-15-270
Markman	Conference on					
	Advancing					,
	School Mental					
	Health, New					
	Orleans, LA,					
	12/5 through					
	12/7/23					
B. McNiff	AP	-	-	\$51.18	-	20-273-200-500-15-270
	Psychology					
	Roundtable					
	Discussion,					
	Sussex, NJ,					
	10/9/23					

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Nelson Reynoso, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin

ABSENT:

Munoz

# Public Comment: None

The Bergenfield Board of Education now opens the floor for our 2nd public comment for any other comments at this time.

## Adjourn

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Deborah Podwin, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin

ABSENT:

Munoz

# BERGENFIELD BOARD OF EDUCATION

## **BOARD OF EDUCATION**

## MINUTES FOR THE CAUCUS MEETING

Monday October 23, 2023

7:00 PM

**District Conference Room** 

# 1. Meeting Called to Order by the President

#### 2. Roll Call

Attendee Name	Organization	Title	Status	Arrived
Joseph Amara	Bergenfield Board of Education	President	Present	and the second s
Guadalupe Ruiz-Catala	Bergenfield Board of Education	Vice President	Present	man and a second as a second as a second
Nelson Reynoso	Bergenfield Board of Education	Trustee	Present	
Deborah Podwin	Bergenfield Board of Education	Trustee	Present	
Ovelis Munoz	Bergenfield Board of Education	Trustee	Present	

Also present: C. Tully, D. Markman, J. Khoury-Frias, S. Biggins

## Flag Salute

## Statement of the President

"The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice of and to attend meetings of this Board, except where specifically exempted by law, at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this act, the Board of Education has caused notice of this meeting to be published by having same advertised in The Record on June 30, 2023; also notice of this meeting has been mailed to the members of the Board, the Borough Clerk, all Elementary Schools, Roy W. Brown Middle School, the High School and District the Website on October 17, 2023."

#### 3. Presentation:

NJSLA Assessment Presentation by Darlene Markman

### 4. Verbal Comments: None

The Bergenfield Board of Education now opens the floor for our first public comment session. Public comments regarding tonight's agenda items only will be heard at this time. You will have an opportunity to make any other comments during the 2nd public comment session later in the meeting.

#### 5. Discussion of Evening Agenda

# 6. Discussion of Committee Reports

## A. Finance Committee

## B. Policy Committee

#### 7. Verbal Comments: None

The Bergenfield Board of Education now opens the floor for our 2nd public comment for any other comments at this time.

# 8. Motion to go to Private Session

Vice President Ruiz-Catala moved and Trustee Reynoso seconded to go to Private Session at 7:44 PM.

- 1. Tonight's personnel.
- 2. Open Litigation.
- 3. HIB.

RESULT: APPROVED [UNANIMOUS]

MOVER: Guadalupe Ruiz-Catala, Vice President

**SECONDER:** Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

## 9. Motion to Adjourn

RESULT: APPROVED [UNANIMOUS]

MOVER: Guadalupe Ruiz-Catala, Vice President

**SECONDER:** Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

## 2. INFORMATIONAL ITEMS

1. Informational Item (ID # 10689)

Posting for 10/23/23 Regular Meeting.

Attachments:

Posting for 10-23-23 Meeting(PDF)

# BERGENFIELD BOARD OF EDUCATION

## **BOARD OF EDUCATION**

#### MINUTES FOR THE REGULAR MEETING

Monday October 23, 2023

8:00 PM

Front Cafeteria of the High School

## 1. Meeting called to order by the President

#### 2. Roll Call

Attendee Name	Organization	Title	Status	Arrived
Joseph Amara	Bergenfield Board of Education	President	Present	
Guadalupe Ruiz-Catala	Bergenfield Board of Education	Vice President	Present	
Nelson Reynoso	Bergenfield Board of Education	Trustee	Present	
Deborah Podwin	Bergenfield Board of Education	Trustee	Present	
Ovelis Munoz	Bergenfield Board of Education	Trustee	Present	

Also present: C. Tully, D. Markman, J. Khoury-Frias, S. Biggins, V. Wood (Student Representative)

### B. 2023/2024 Board Goals

- 1. Continue to raise academic achievement levels of all students all subject areas to maintain ranking as a top tier school district
- 2. Continue to promote a supportive environment that promotes diversity, equity, and inclusive programming and curriculum for all
- 3. Continue to provide opportunities to expand critical thinking skills, SEL competencies, civic involvement, environmental awareness, and information literacy skills
- 4. Review, modify, and expand co-curricular activities, experiential learning, and community service opportunities
- 5. Continue to broaden public engagement with parents, students, and community while increasing parental engagement in the educational process

## Flag Salute

## Statement of the President

"The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice of and to attend meetings of this Board, except where specifically exempted by law, at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this act, the Board of Education has caused notice of this meeting to be published by having same advertised in The Record on June 30, 2023; also notice of this meeting has been mailed to the members of the Board, the Borough Clerk, all Elementary Schools, Roy W. Brown Middle School, the High School and District the Website on October 17, 2023."

#### 3. Minutes

1. Motion to accept and approve the Minutes for September 2023.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

4. Written Communication: None

#### 5. Verbal Comments: None

The Bergenfield Board of Education now opens the floor for our first public comment session. Public comments regarding tonight's agenda items only will be heard at this time. You will have an opportunity to make any other comments during the 2nd public comment session later in the meeting.

# 6. Report and Recommendations of Superintendent of Schools

## A. Student Representative Report by Vanessa Wood

As we approach the close of the first marking period on November 8th, the students of BHS have been actively engaged in various activities within the school community. The first online PSAT took place on October 11th for our Freshman, Sophomore, and Junior classes. Technical difficulties on the Collegeboard software delayed the start of the test, but those were eventually resolved and testing was completed successfully. The first Peer Transitions Outreach took place on Friday, October 20th. Peer Transitions is a program that facilitates a smooth adjustment for our freshman into the high school environment with the help of Junior Peer Leaders. The first outreach delved into the topic of friendships and relationships, thus providing the freshman with insight on how to properly navigate connections in High School.

The Project Graduation 2024 Committee held the school's first Homecoming Dance since before the pandemic! Students from every class were invited to attend, and proceeds will go toward Project Graduation, which is an all-night, alcohol and drug-free celebration for the Graduating class of 2024 that will take place on June 19th. Our Honorary Homecoming King was Calvin Young, a BHS freshman who is currently battling cancer. To aid in Calvin's fight against cancer as a community, a link to his GoFundMe can be found in Jacquelyn Teel's Instagram bio @jyteel.

The Student Congress has undertaken a variety of initiatives. Class of 2026 Congress held a Hispanic Heritage Sale after school last Thursday, in which they sold tacos and empanadas. Class of 2025 has hosted multiple school wide events, such as Homecoming Spirit Week, a fall bake sale, and a Boba truck sale. Currently, they're selling Halloween Boo Grams and will be hosting a volleyball tournament on November 16th. Class of 2024 Congress is holding a "Pie a Staff Member" fundraiser for breast cancer where students can place a donation in the bag of the staff member that they'd like to see get a pie to the face this Friday! The money raised will be used to support research for breast cancer. Class of 24 has also picked a theme for

Prom this year. The theme is inspired by the Wedding from the film Crazy Rich Asians! The new Prom date will be June 13th. More information about Prom will be available as the date approaches.

Finally, the vibrant array of clubs at BHS have been active in promoting diverse opportunities for the community. The Dance Team on their journey to Nationals has held a Dine to Donate Event at Chipotle last Wednesday as well as an apparel sale and a Boba truck fundraiser. The Drama Club is holding a Krispy Kreme sale throughout the month of October, and on Saturday, October 28th, they will be hosting their Second Annual Haunted House in the Side Cafe from 6-9 pm. The theme this year is Horror Films. Be sure to support the Drama Club! The Bergenfield Stigma Free Committee is holding a coat and sock drive throughout the week. A donation receptacle is in the commons for those who are looking to donate.

## B. General Recommendations

Motions D-AC were Block Voted.

C. Motion to accept and approve the attached Personnel Recommendations.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Nelson Reynoso, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

D. Motion to accept and approve the October 12, 2023, Special Education Monthly Report as per the attached.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

E. Motion to accept and approve the continuation of student suspensions for students whose names are annexed in the Superintendent's Office.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

F. Motion to accept and approve the purchase of instructional supplies for Washington Elementary School from School Specialty, amount not exceeding \$946.80, payable through Title IV.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

G. Motion to accept and approve the purchase of instructional supplies for Bergenfield School District from School Specialty Inc., amount not exceeding \$2,635.60, payable through Title IV.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

H. Motion to accept and approve the purchase of i-Ready Toolbox from Curriculum Associates for Roy W. Brown Middle School teachers, amount not exceeding \$4,301.00, payable through Title IA Funds.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

I. Motion to accept and approve the attached Book Disposal Form.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

J. Motion to accept and approve the in-district Professional Development for Bergenfield Public Schools on the topic of Collaborative Teaching by Staff Development Workshops Inc., one full day, November 7, 2023, at a cost not to exceed \$1,800, payable through Title IIA Funds.

RESULT: APPROVED [UNANIMOUS]

MOVER: Guadalupe Ruiz-Catala, Vice President

**SECONDER:** Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

K. Motion to accept and approve the in-district Professional Development for Bergenfield Public Schools on the topic of Social Emotional Learning by Staff Development Workshops Inc., one full day, November 7, 2023, at a cost not to exceed \$1,800, payable through Title IIA Funds.

RESULT: APPROVED [UNANIMOUS]

MOVER: Guadalupe Ruiz-Catala, Vice President

**SECONDER:** Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

L. Motion to accept and approve the in-district Professional Development for Bergenfield Public Schools K-12 paraprofessionals on the topic of Common Diagnosis (such as depression, anxiety, ADHD, ODD) by Staff Development Workshops Inc., for the half day (approx. 80 participants), November 7, 2023, at a cost not to exceed \$1,200, payable through Title IIA Funds.

RESULT: APPROVED [UNANIMOUS]

MOVER: Guadalupe Ruiz-Catala, Vice President

**SECONDER:** Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

M. Motion to accept and approve the rental quote from United Rentals for one (1) skid steer mini 301-600 # electrical wheel for the district maintenance department at a cost of \$ 1,205.82, payable through PEA Funds.

RESULT: APPROVED [UNANIMOUS]

MOVER: Guadalupe Ruiz-Catala, Vice President

SECONDER: Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

N. Motion to accept and approve the quote from Westphal Waste Services for a mulch container rental for Franklin Elementary School at a cost of \$775.00, payable through PEA Funds.

RESULT: APPROVED [UNANIMOUS]

MOVER: Guadalupe Ruiz-Catala, Vice President

SECONDER: Nelson Reynoso, Trustee

O. Motion to accept and approve the quote from Downes Forest products LLC for yards of certified playground mulch for Franklin Elementary School at a cost of \$870.00, payable through PEA Funds.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

P. Motion to accept and approve the quote from Downes Forest Products LLC for yards of certified playground mulch for Hoover elementary School at a cost of \$870.00, payable through PEA Funds.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

Q. Motion to accept and approve the School Safety and Security Plan Annual Review Statement of Assurance.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

R. Motion to accept and approve the quote for preschool classroom supplies from Lakeshore Learning Materials for Franklin Elementary School, at a cost not to exceed \$1,714.47 payable through PEA Funds.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

S. Motion to accept and approve the quote for preschool classroom supplies from School Specialty Inc. for Lincoln Elementary School, at a cost not to exceed \$134.72 payable through PEA Funds.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

T. Motion to accept and approve the NJTESOL/NJBE, Inc. new memberships for three Bergenfield Public Schools ESL teachers, at a cost not to exceed \$177.00.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

U. Motion to accept and approve the revised reimbursements of salaries and benefits from ESEA Grant to LEA as follows:

FY 2024 - Revised reimbursements of salaries and benefits applied from Title I to LEA							
Name	Location	Account	Approximate %	Amount			
			of salary and				
			<u>benefits</u>				
E. Bonifazio	HOOVER	20-232-100-100-03-270	25%	\$38,525			
J. Bhawna	HOOVER	20-232-100-100-03-270	100%	\$34,543			
T. Hulse	WASHINGTON	20-232-100-100-06-270	34%	\$33,928			
E. Rodriguez	RWB	20-232-100-100-07-270	26%	\$38,916			
M. Hegel	RWB	20-232-100-100-07-270	26%	\$31,112			
A. Wilson	RWB	20-232-100-100-07-270	13%	\$19,883			
D. Johannessen	RWB	20-232-100-100-07-270	13%	\$19,459			
H. Conklin	BHS	20-232-100-100-08-270	22%	\$35,778			
N. Kazanciouglu	BHS	20-232-100-100-08-270	11%	\$18,917			
G. Garcia	BHS	20-232-100-100-08-270	11%	\$15,296			
D. Markman	Central Office	20-232-200-100-15-270	14%	\$24,000			

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

V. Motion to accept and approve the quote from C&S Fencing for temporary fence panels rental for Franklin Elementary School and Hoover Elementary School at a cost of \$1,599.38, payable through PEA Funds.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

**AYES:** 

W. Motion to accept and approve the quote for preschool classroom supplies from Apple Inc. for Bergenfield Public Schools at a cost not to exceed \$449.00 payable through PEA Funds.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

X. Motion to accept and approve the quote for preschool classroom supplies from Amazon.com LLC. for Bergenfield Public Schools at a cost not to exceed \$30.48 payable through PEA Funds.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

Y. Motion to accept and approve the following new and revised conferences.

Name(s)	Position	Conference	Account Number	Cost	Source of Funds
W. Fleming	Elementary School Principal	Middle States Association Fall Conference, Philadelphia, PA, 11/1 - 11/3/23	-	0.00	-
A. Sulich	Kindegarten Teacher	NJIDA Fall Conference: Beyond Decoding: Confronting Comprehension Head on!, Virtual, 12/2/23	11-000-221-580-06-000	\$183.27	LEA Funds
K. Klein	Reading Specialist	NJIDA Fall Conference: Beyond Decoding: Confronting Comprehension Head on!, Somerset, NJ, 12/1/2023	11-000-221-580-06-000	\$210.00	LEA Funds

G. Nikola	Reading Specialist	NJIDA Fall Conference: Beyond Decoding: Confronting Comprehension Head On!, 12/1/23 and 12/2/23	11-000-221-580-05-000	\$295.00	LEA Funds
C. Taveras	Media Specialist	NJASL Fall 2023 Conference, Atlantic City, NJ, 12/3 - 12/5/23	20-273-200-500-15-270	\$293.00	Title II
Z. Lloyd Ragasa	Supervisor of World Language, ESL, and Bilingual	MLL Committee Meeting, Monroe Twp, NJ, 10/27/23	-	\$0.00	-
A. Thadani R. Baello	Science Teachers	Fall 2023 Forensic Science Seminars, 11/17/23	-	\$0.00	-
M. Saunders	Supervisor of Early Childhood, Gifted & Talented, and Fine Arts	The Self Evaluation of Supports Emergent Biligual Acquisition Training, Morristown, NJ, 11/16 & 11/17/23	20-218-200-329-10-000	\$350,00	PEA Funds

RESULT: APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

Z. Motion to accept and approve the attached HIB Report.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

AA. Motion to accept and approve the submission of the HIB Grades Report for the 2022/2023 School Year.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER: AYES:

Nelson Reynoso, Trustee Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

AB. Motion to accept and approve the following new and revised travel reimbursements.

	Conference	Lodge	Meals	Mileage	<u>Airfare</u>	Account
<u>Name</u>						
D.	2023 Annual	\$1,100.12	\$151.00	-	\$207.80	20-273-200-500-15-270
Markman	Conference on					
	Advancing					
	School Mental					
	Health, New					·
	Orleans, LA,					
	12/4 through					
	12/7/23					
C. Taveras	NJASL Fall	\$239.54	\$122.75	\$124.17	\$31.22	20-273-200-500-15-270
	2023				(Tolls)	
	Conference,				\$30.00 (Parking)	
	Atlantic City,	}			(Farking)	
	NJ, 12/3/23					
	through 12/5/23					

**RESULT:** 

APPROVED [UNANIMOUS]

**MOVER:** 

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

AC. Motion to accept and approve the administration at Bergenfield High School to include the annual public notice in the student handbook and distribute it annually.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

**AYES:** 

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

- AD. Motion to accept and approve the following two revised job descriptions:
  - CTE Business Teacher
  - CTE Health Science Teacher

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Guadalupe Ruiz-Catala, Vice President

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

- 7. Old Business: None
- 8. New Business

Motions A-V were Block Voted.

A. Motion to accept and approve the attached Tuition Contracts with Bergen County Special Services for the 2023/2024 School Year.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

B. Motion to accept and approve the attached Specialty Contract(s) for the 2023/2024 School Year.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

**AYES:** 

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

C. Motion to accept and approve the attached Tuition Contracts for Sent Students for the 2023/2024 School Year.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

D. Motion to accept and approve the attached Use of Facilities.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

E. Motion to accept and approve the proposal from Commercial Recreation Specialists for the purchase and installation of lightning detectors at a cost of \$35,818.85 on NJ state contract #16-FLEET-00133.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

**AYES:** 

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

F. Motion to accept and approve the revised proposal from Combustion Service for boiler repairs at Bergenfield High School for a total cost of \$132,025 on Cooperative Bid Ed Data # 10392.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

G. Motion to accept and approve the proposal from NorthStar Technology Services for Fortinet switches in the amount of \$15,379.62 on Cooperative Bid NJSBA Contract E-8801-ACESCPS.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

H. Motion to accept and approve the attached District Wide Fire and Emergency Drills and School Bus Emergency Evacuation Drill Reports for October 2023.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

I. Motion to accept and approve the following Donation(s):

The Class of 2023 is donating \$228.00 to the Class of 2024.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee Nelson Reynoso, Trustee

SECONDER:

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

- J. Motion to accept and approve the sale of the following item(s) on Govdeals.com and authorize the School Business Administrator to discard any items not sold on this public auction.
  - Nurses Couch
  - Industrial Kitchen Hanging Rack

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

K. Motion to accept and approve the submission of the Comprehensive Maintenance Plan and M1 Form.

Whereas, the Department of Education requires New Jersey School Districts to submit three-year maintenance plans documenting "required" maintenance activities for each of its public-school facilities, and

Whereas, the required maintenance activities as listed in the attached document for the various school facilities of Bergenfield are consistent with these requirements, and

Whereas, all past and planned activities are reasonable to keep school facilities open and safe for use or in their original condition and to keep their system warranties valid,

Now, Therefore Be It Resolved, that the Bergenfield Board of Education hereby authorizes the school business administrator to submit the attached Comprehensive Maintenance Plan for Bergenfield in compliance with Department of Education requirements.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Revnoso, Trustee

**AYES:** 

L. Motion to accept and approve the proposal from Kaseya for the G Suite Backupify plan at a cost of \$6,750.

RESULT: APPROVED [UNANIMOUS]

MOVER: Deborah Podwin, Trustee SECONDER: Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

M. Motion to accept and approve the 2024-2025 budget calendar.

RESULT: APPROVED [UNANIMOUS]

MOVER: Deborah Podwin, Trustee SECONDER: Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

N. Motion to accept and approve the proposal from Haig Service Corp for the additional costs related to the replacement of the fire alarm control panel and initiating device at Roy W. Brown Middle School at a cost of \$27,204.34 on the District's Time and Material Bid.

RESULT: APPROVED [UNANIMOUS]

MOVER: Deborah Podwin, Trustee SECONDER: Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

O. Motion to accept and approve the following resolution:

WHEREAS, N.J.S.A. 18A:18A-11 authorizes a board of education to enter into a joint purchasing agreement with a municipality for funds and services;

WHEREAS, the Bergenfield Board of Education ("Board") and Borough of Bergenfield ("Borough") previously entered into a joint purchasing agreement for an early warning lightning detection system ("Detection System") with the Borough;

WHEREAS, there is a need to replace and upgrade the existing Detection System; and

WHEREAS, the Board and Borough are desirous of entering into another joint purchasing agreement to replace and upgrade the Detection System; and

WHEREAS, the replacement and upgrade to the early warning lightning detection system which best meets the requirements of the Board and Borough can be purchased from Commercial Recreation Specialists in accordance with a State Contract; and

**BE IT RESOLVED** that the Board approves the joint purchasing agreement with the Borough for the replacement and upgrade of the Detection System which provides for the cost of \$19,276.92 to the Board and \$16,541.93 to the Borough.

**BE IT FURTHER RESOLVED** that the Board authorizes the purchase of the replacement and upgrades to the Detection System in the amount of \$35,818.85 from Commercial Recreation Specialists in accordance with a State Contract.

**BE IT FURTHER RESOLVED** that a copy of this resolution and the joint purchasing agreement signed by the board president shall be provided to the Board for its approval and signature.

RESULT: APPROVED [UNANIMOUS]

MOVER: Deborah Podwin, Trustee SECONDER: Nelson Reynoso, Trustee

AYES: Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

P. Motion to accept and approve the following resolution:

WHEREAS, the Bergenfield Board of Education advertised for bids for the Mechanical Upgrades at the Bergenfield High School Rebid Project ("Project");

WHEREAS, on October 17, 2023, the Board received three bids for the Project;

WHEREAS, the lowest bid was submitted by Centralpack Engineering Corp. ("Centralpack") in the amount of \$588,840.00;

WHEREAS, the bid submitted by Centralpack is responsive in all material respects;

WHEREAS, the Board has \$385,921 in ARP-ESSER III monies to fund the Project;

WHEREAS, The Board has sufficient funds for the balance of the contract from capital reserve account to finance the Project; and

WHEREAS, the Board desires to award the contract for the Project in the amount of \$588,840.00 to Centralpack.

# NOW, THEREFORE BE IT RESOLVED as follows:

- 1. The Board hereby awards the contract for the Project to Centralpack as the lowest responsive bidder, for a total contract sum of \$588,840.00, together with the unit prices set forth in the bid.
- 2. The Board authorizes the withdrawal of \$202,919 from capital reserve and the transfer of the funds to the capital construction line items in the capital outlay major account 12-000-400-450-08-002;
- 3. This award is expressly conditioned upon the successful contractor furnishing the requisite insurance certificate and labor and materials/performance bonds as required in the project specifications, together with an AA201-Project Manning Report, an executed A-101-Standard Form of Agreement Between Owner and Contractor and A-201-General Conditions of the Contract for Construction, as prepared by the Board Attorney, within ten (10) days of the date hereof.

BE IT FURTHER RESOLVED that the Board Attorney is hereby directed to draft the agreement with the successful bidder consistent with this Resolution and with the terms contained in the bid documents approved by the Board for the Project. The Board President and the Board Secretary are hereby authorized to execute such agreement and any other documents necessary to effectuate the terms of this Resolution.

RESULT: APPROVED [UNANIMOUS]

MOVER: SECONDER: Deborah Podwin, Trustee Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

Q. Motion to accept and approve the proposal from Carahsoft Technology for cabling installation services at a cost of \$25,522 on cooperative bid NJSBA# E-8801-ACESCPS.

RESULT: APPROVED [UNANIMOUS]

MOVER:

SECONDER:

Deborah Podwin, Trustee Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

R. Motion to accept and approve the proposal from Pump Express for replacement of hot water pump #2 at a cost of \$24,595.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

**AYES:** 

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

S. Motion to accept and approve the proposal from Pump Express for replacement of hot water pump #4 at a cost of \$26,495.

RESULT: AP

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

T. Motion to accept and approve the proposal from C & C Masonry for the auditorium ceiling repair and installation of an access door at Roy W. Brown Middle School at a cost of \$12,879,56 on the district's time and materials bid.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

SECONDER:

Deborah Podwin, Trustee Nelson Reynoso, Trustee

AYES:

U. Motion to accept and approve the General Fund and Fund 20 Inter-Account Transfers as per the attached list.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Nelson Reynoso, Trustee

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

# 9. Report and Recommendations of Business Administrator/Board Secretary

Motion to accept and approve the following as presented:

A. The Secretary's Report of Cash Balances as of September 30, 2023 reflecting a balance of \$20,941,696.52 and The Treasurer's Report of Cash Balances as of September 30, 2023 reflecting a balance of \$20,941,696.52.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

B. Final Vouchers for payment in the month of September 2023 in the total amount of \$10,438,433.37.

**RESULT:** 

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

**AYES:** 

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

C. Partial Vouchers for payment in the month of October 2023 in the total amount of \$7,281,638.43.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

D. Motion to accept and approve the following:

Pursuant to N.J.A.C. 6A:23-2.11(c)3, the Board of Education Secretary certifies that as of September 30, 2023 that no line item account has encumbrances and expenditures, which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11(a).

Pursuant to N.J.A.C. 6A:23-2.11(c)4, the Board of Education Secretary certifies that as of September 30, 2023, after review of the District's monthly financial reports, no major account or fund has been over expended in violation of N.J.A.C. 6A:23-2.11(b) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Amara, Ruiz-Catala, Reynoso, Podwin, Munoz

## 10. Verbal Comments

The Bergenfield Board of Education now opens the floor for our 2nd public comment for any other comments at this time.

Dana Falcicchio - Parent

Discussed transportation.

Gabrielle Brown - Parent

Discussed transportation.

Fanny Bonilla - Parent

SEPAG meeting and services.

Jennifer Cerezo - Parent

Substitutes.

## 11. Adjournment

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Deborah Podwin, Trustee

SECONDER:

Guadalupe Ruiz-Catala, Vice President

AYES:

Use Of Facilities Monday, November 27, 2023

TO: Bergenfield Board of Ed.			- Final Bath	Event Time	1 100	Ext		Cost To Board	Scharley
Organization	Function	Location	Event Date	Event time	1100	EXI	Org	DONIG	Jenedu
BHS Drama	Fall Performance Tech Week	Berganfield High School   BHS Auditorium	Tuesday, November 28, 2023 Wednesday, November 29, 2023	3:00 PM - 10:00 PM	x			None	4366
BHS Drama	Drama Club 2023-2024	Bergenfield High School   9HS Auditorium	Tuesday's Starling Tuesday, November 28, 2023 Ending Tuesday, May 21, 2024	3:00 PM - 5:00 PM	x			None	4369
Bergenfield High School	Better U Family Chiropractic	Bergenfield High School   BHS Teachers Lounge	Friday, December 15, 2023	10:00 AM - 2:00 PM	×			None	4461
BHS Staff	Dance leam practice	Bergenfield High School   BHS Front Cafeleria	Tuesday, November 28, 2023 Wednesday, November 29, 2023 Friday, December 1, 2023	3;30 PM - 5;30 PM	x			None	4463
BHS Staff	Lors Photography 2023	Bergenfield High School   BHS Back Gym	Friday, December 1, 2023	8:00 AM - 3:00 PM	X.	ļ		None	4467
	Project Welcome BHS 2023-2024	Bergenfield High School   BHS Classroom 122, Bergenfield High School   BHS Classroom 113, Bergenfield High School   BHS Classroom 112	Monday's December 11, 2023 , January 8, 2024 , February 5, 2024 March 11, 2024, April 29, 2024 , May 6, 2024 June 3, 2024	6:00 PM - 8:15 PM	x			None	4468
BHS Staff		Pranklin Elementary School   Franklin Auditerluny/Gym	Tuesday's Starting Tuesday, November 28, 2023 Ending Tuesday, March 19, 2024	6:00 PM - 8:00 PM		x		None	4484
Bergenfield Recreation  Bergenfield Recreation	Rec Sports	Hoover Elementary School   Hoover Gym	Monday's to Friday's Starling Tuesday, November 28, 2023 Ending Monday, March 25, 2024	6:00 PM - 10:00 PM		x		None	4485
1	Rec Sports	Hoover Ejemenlary School   Hoover Gym	Saturday's Starling Saturday, Docember 2, 2023 Ending Saturday, March 23, 2024	9:00 AM - 4:00 PM		x		None	4486
Bergenfield Recreation  Bergenfield Recreation	Rec Sports	Hoover Elementary School   Hoover Gym	Sunday's Starling Sunday, December 3, 2023 Ending Sunday, March 24, 2024	12:00 PM - 7:00 PM		x		None	4487
Bergenfield Recreation	Rec sports	Jefferson Elementary School   Jefferson Gym	Monday's to Friday's Starting Tuesday, November 28, 2023 Ending Monday, March 25, 2024	6:00 PM - 9:30 PM		x_		None	4488
Bergenfield Recreation	Rec sport	Jefferson Elementary School i Jefferson Gym	Saturday's Starting Saturday, December 2, 2023 Ending Saturday, March 23, 2024	9:00 AM ~ 3:00 PM		x		None	4489
Bergenfield Recreation	Rec sports	Lincoln Elementary School   Lincoln Gym	Monday's to Friday's Starting Tuesday, November 28, 2023 Ending Monday, March 25, 2024	6:00 PM - 9:30 PM		×		None	4490
BHS Staff	RWB sports	Roy W Brown Middle School   RWB Gym - Boys/Lower	Monday's to Friday's Starting Tuesday, November 28, 2023 Ending Monday, March 25, 2024 Monday's to Friday's	3:00 PM - 6:00 PM	×			None	4491
Bergenfield Recreation	Rec sports	Ray W Brown Middle School   RWB Gym - Bays/Lower	Starting Tuesday, November 28, 2023 Ending Monday, March 25, 2024 Saturday's	6:00 PM - 10:00 PM		x		None	4492
Bergenfield Recreation	Rec sports	Roy W Brown Middle School   RWB Gym • Boys/Lower	Starling Saturday, December 2, 2023 Ending Saturday, March 23, 2024	8:30 AM - 4:00 PM	_	x		None	4493
Bergenfield Recreation	Rec Sports	Roy W Brown Middle School   RWB Gym - Boys/Lower	Sunday's Starting Sunday, December 3, 2023 Ending Sunday, March 24, 2024	12:00 PM - 7:00 PM		x		None	4494
Bergenfield Recreation	Rec Sports	Roy W Brown Middle School   RWB Gym - Girls/Upper	Sunday's Starting Sunday, December 3, 2023 Ending Sunday, March 24, 2024	12:00 PM - 7:00 PM		x		None	4495
Bergenfield Recreation	Rec Spots	Roy W Brown Middle School   RWB Gym - Girls/Upper	Saturday's Starting Saturday, December 2, 2023 Ending Saturday, March 23, 2024	8:30 AM - 4:00 PM		x		None	4496
Bergenfield Recreation	Rec Volleyball	Roy W Brown Middle School   RWB Gym - Girls/Upper	Monday's and Tuesday's Starting Tuesday, November 28, 2023 Ending Monday, March 26, 2024	8:00 PM - 10:00 PM		x		None	4497
Bergenfield Recreation	Rec Volleyball	Roy W Brown Middle School   RWB Gym - Gids/Upper	Thursday's Starting Thursday, November 30, 2023 Ending Monday, March 21, 2024	8;30 PM - 10:00 PM		x		None	4498

			····					
			Thursday's Starling Thursday, November 30, 2023			}		i
Bergenfield Recreation	Rec Sports	Roy W Brown Middle School   RWB Gym - Girls/Upper	Ending Thursday, March 21, 2024	6:00 PM - 8:30 PM		x l	None	4499
Berganileid Mediealion	Nec spoits	Roy IV Bland Radde Goldon   Terra Gyll - Gilla Gyst	Monday's and Tuesday's		1			
			Starting Tuesday, November 28, 2923		1 1	- 1		
Bergenfield Recreation	Rec Sports	Roy W Brown Middle School   RWB Gym - Girls/Upper	Ending Monday, March 25, 2024	6:00 PM - 8:00 PM	$\perp$	X	None	450Đ
			Wednesday's and Friday's			- 1	I	
	L	a transport of the state of the	Starling Wednesday, November 29, 2023 Ending Friday, March 22, 2024	6:00 PM - 10:00 PM	1 1	x l	None	4601
Bergenfield Recreation	Rec Sports	Roy W Brown Middle School   RWB Gym - Girls/Upper		B,00 P(y) - (0,00 P(y)		^+-	140110	4001
i			Sunday's			- 1	1	i
		l	Starling Sunday, January 7, 2024 Ending Sunday, February 18, 2024	12:00 PM - 3:00 PM	1 1	x l	None	4516
Bergenfield Regression	REC Challenger	Hoover Elementary School   Hoover Gym	Ending Sunday, Pedicary 18, 2024	12.00 Fm - 3,00 FM	1	-	- Isoma	4010
Jefferson School Parents Association	Vendor Night	Jefferson Elementary School   Jefferson Gym	Tuesday, November 28, 2023	6:00 PM - 9:00 PM	$\perp$	X	None	4519
Bergonfield Elks #1477	Elks Hoop Shoot	Roy W Brown Middle School I RWB Gym - Boys/Lower	Friday, December 1, 2023	6:00 PM - 9:00 PM	1 1	x	None	4520
Bergonileid Erks #1477	Elke Houp Shout	Toy it dialer middle consort (the cyan-asystems)	1100/100-100-1115-					
		Washington Elementary School   Washington Multi-purpose Room	Friday, December 8, 2023	6:00 PM - 8:00 PM	1 1	x l	None	4529
Washington School PA	Holiday Shop Set UP	washington Elementary School   washington multi-purpose Room	Friday, December 6, 2023	0.00 FM = 0.00 FM	1	^+-	140/16	4023
Washington School PA	WSPA Holiday Shop	Washington Elementary School   Washington Multi-purpose Room	Monday, December 11, 2023	8:00 AM - 3:00 PM		x	Моле	4630
translington Corloca ( A	No. Minima one							
Washington School PA	WSPA Holiday Shop	Washington Elementary School   Washington Multi-purpose Room	Tuesday, December 12, 2023	8;30 AM - 3:00 PM	$\vdash$	_х	None	4531
			First Wednesday of each month		1 1		1	
			Starting Wednesday, December 6, 2023	1		J	1	
RWB Parents Association	RWB PA Meeting	Roy W Brown Middle School   RWB Auditorium	Ending Wednesday, June 5, 2024	6:30 PM - 8:30 PM	1_1	х	None	4532
TOTAL PROPERTY.	TOTAL TANGENTS		1		1			
			L		l i			4533
RWB Parents Association	RWB PA Meeling	Roy W Brown Middle School   RWB Auditorium	Wednesday, April 10, 2024	6;30 PM - 8;30 PM	+	X	None	4533
		Roy W Brown Middle School   RWB Gym - Girls/Upper,			1 1		1	
RWB Parents Association	RW8PA 7th Grade Winter Social	Roy W Brown Middle School   RWB Gym - Boys/Lower	Friday, January 5, 2024	6:00 PM - 9:00 PM	1	X	None	4534
		Roy W Brown Middle School   RWB Gym - Girls/Upper,			1	- 1	1	Ì
RWB Parents Association	RWBPA 8th Grade Winter Social	Roy W Brown Middle School   RWB Gym - Boys/Lower	Friday, January 26, 2024	6:00 PM - 9:00 PM	1	X	None	4535
			Edday December 2000	1	1 1	- 1	1	
			Friday, December 8, 2023 Monday, December 11, 2023			1	I	
	Hoover School Winter Assembly and Dress Rehearsals	Hoover Elementary School   Hoover Gym	Tuesday, December 12, 2023	8:00 AM - 3:15 PM	l x	- 1	None	4538
Bergenfield Music Department	Keuestzatz	Inposet clementary oction I Looket GALL	Tigesant's peconines (5' ross)	1 0.50 (55) - 0. [0 (75)	1.1		1 140110	

John W M

\* Pending receipt of insurance documents

4.B.6.b

School	Monday	Tuesday	Wednesday	TI	nursday	Friday	Saturday	Sunday	
HS Main Gym	BHS-2-9	BHS-2-9	BHS 2-9		BHS 2-9	BHS 2-9	BHS-9-3	BHS 8-1pm	
		BPD			BPD	BPD			
		10pm-12AM			10pm-12AM	10pm-12AM		Rec 1-4pm	
BHS Back Gym	BHS-2-6	BHS-2-6	BHS-2-6		BHS-2-6	BHS- 2-6	BHS-9-12	Rec 1-4pm	
Che	eer 7-9Rec Wrestling 6-	RecWrestling 6-9	9pmCheer/Dan	rce I	Rec Wrestling 6-9	9pmCheer/Da	nce		
					VD 0.00.40	- DEG	DEC	DEC.	
RWB Girls Gym	REC	REC	REC		VB 8:30-10	REC	REC 8:30-12	REC	
	6-8pm	6-8pm	6-10pm		REC	6-10pm	REC	-	
	VB 8-10pm	VB 8-10pm	-				12-4pm		
							12-4þiii		
RWB Boys	RWB- 3-6	RWB- 3-6	RWB 3-6		RWB-3-6	RWB 3-6	REC	REC	
AVVB BOYS	REC	REC	REC		REC	REC	8:30-12	11.20	
	6-10pm	6-10pm	6-10pm	-	6-10pm	6-10pm	REC		
					Fr.,	1	12-4pm	1	
						1			
Lincoln	REC	REC	REC		Rec	REC			
	6-9:30pm	6-9:30pm	6-9:30 pm		6-9:30pm	6-9:30pm			
Jefferson	REC	REC	REC		REC	REC	REC		
	6-9:30pm	6-9:30pm	6-9:30pm		6-9:30pm	6-9:30pm	9-3pm		
Hoover	Rec	Rec	Rec		Rec	Rec	Rec	Rec	
	6-10pm	6-10pm	6-10pm		6-10pm	6-10pm	9-4pm		
					, nra	l			
Franklin		REC			REC	REC			
		6-8pm	<u> </u>		6-8pm	6-8pm		-	
6-Jan-24	Sal Casclo Set Up	Tourney Set Up	BHS Gyms 4	4-6pm					
	Sal Cascio	Tourney	BHS Gyms	Γ					
uerinnanishispisatiliku, menduka intak						Athletic Direc	tor		
	Girls Holiday	Tourney	BHS Gyms						
28-Dec-23	Girls Holiday	Tourney	BHS Gyms						
29-Dec-23	Girls Holiday	Tourney	BHS Gyms						
30-Dec-23	Duals for Danny	Tourney	BHS Gyms			School Busine	ss Adminis	trator	
the same of the second contract of the second of the	BCCA Frosh Wrestling		BHS Gyms				<u> </u>		
TBD-Feb-24	Little league tryouts		BHS Gyms						
TBD-Feb-24	Little league tryouts		BHS Gyms						
							<b> </b>		
							<b> </b>		
							<b> </b>		
		<u></u>	<u>.                                    </u>				1		
	players should not arr		before the sta	art time	r .		-	<b>H</b>	
All students must	be suprvised in the gyr	n areas at all times.					<u> </u>		
							<b></b>		
	NO DOOR PROPPING	ALLOWED			~~~				
	1	11	1	- 1		I .	II .	1	l
							<del> </del>	-	

Bergenfield Gym Useage Schedule for 2022-2023 (11/14/2022 thru 3/27/2023)



# Attachment: Bleeding Control Kits (10711 : Bleeding Control Kits - VE Ralph & Son)

### V.E. RALPH & SON, INC

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196 FAX: (201)997-6556

QUOTE NO. 104860

DATE 10/11/23

065675

TO:

BERGENFIELD PUBLIC SCHOOLS 225 WEST CLINTON AVENUE BERGENFIELD, NJ 07621

T

BERGENFIELD PUBLIC SCHOOLS

ATTN: CHRIS TULLY

SHIP Ó

225 WEST CLINTON AVENUE

BERGENFIELD, NJ 07621

TEL #: 201-385-8876

FAX #: E-MAIL

CHRIS TULLY		TERMS	ESTIMATED	SHIP DATE	FOB	
		NET 30 DAYS	20-30 DAY	S ARO	KEARNY	
QUANTITY	U/M	CATALOG NO.	DESC	RIPTION	UNIT PRICE	AMOUNT
300	EA	10-BCVERK	V.E.RALPH CUSTOM CONTROL KIT IN SE		76.0	22,800.00
300	EΑ	ZZ-0723	CARD - BLEEDING CINSTRUCTION	ONTROL	0.7	0 210.00
300	EA	10-BCC25	BLEEDING CONTROL PLASTIC (SINGLE K		15.7	0 4,710.00
		**SPECIAL BERG **CONTRACT #22 CTULLY@BERGENI **FREIGHT-FREI	FIELD.ORG			

PRICES ARE GUARANTEED THROUGH: 11/10/23

QUOTED BY: MIKE PELUSO

**TOTAL** 

27,720.00







### **Trees for Schools:**

### Tree-planting Grants for New Jersey Public Schools, Colleges, and Universities

### **2023 Grant Agreement**

### **Grant Program Administrator**

Name: The College of New Jersey

Address: 2000 Pennington Road, Ewing, NJ 08628

EIN No: 22-2797398

Award Agency: New Jersey Department of Environmental Protection

### **Grant Recipient Information**

Grant Recipient Name: Bergenfield Public Schools

Grant Recipient Address: 225 W. Clinton Ave., Bergenfield, NJ 07621

Primary Contact Information: Steven Neff, Supervisor of Mathematics & Science

2013858600 X 1374

sneff@bergenfield.org

EIN No: 226001651

UEI No: MR59RJBF5GN5

Grant Amount: \$12,346.4

Start Date: Upon Receipt of the Executed Grant Agreement

End Date: June 30, 2026

### **Terms and Conditions**

**Project Requirements, Milestones and Timeline** 

### **Phase 1: Preliminary Award**

Upon execution of this Grant Agreement, the Sustainability Institute at The College of New Jersey (SI@TCNJ) will issue the grant recipient a purchase order not to exceed the grant amount

identified in this document. Upon receipt of the purchase order, the grant recipient is eligible to invoice for the first progress payment of up to 10% of the grant award. This initial payment is intended to assist grant recipients in completing the Phase 2 requirements.

All payments shall be considered provisional and subject to adjustment in the event such adjustment is necessary based on actual expenses. **Grant recipients are responsible for providing supporting documentation for all grant expenditures to date as part of their Phase 3 invoice.** See Attachment 1 for a sample invoice. SI@TCNJ reserves the right to reject an

### Phase 2: Finalization of Grant Award

At least one representative from the grant recipient organization must attend a half-day inperson workshop that will assist grant recipients in preparing the detailed final planting plan, maintenance plan, and budget needed to finalize their grant award. Grant recipients must register for the session of their choice.

invoice that does not comply with the terms and conditions of this grant agreement.

### **Mandatory Workshops**

October 11, 2023 - Register
1:00 - 4:30 PM
Burgdorff Community Room
Burgdorff Performing Arts Center
10 Durand Rd.
Maplewood, NJ 07040

October 12, 2023 - Register 9:00 -12:30 PM Camden County Sustainability Center 508-B Lakeland Road Blackwood, NJ 08012

As outlined in the Trees for Schools Application Information Package, this grant is contingent on the grant recipient submitting the following documents by November 22, 2023. The documents should be uploaded into the grants portal where the grant application was submitted. See Attachment 2 for instructions in accessing the portal. These documents include:

### 1. A final detailed planting plan, including the following:

- a. Location map
- b. Total number and type of trees to be planted and the number of each species/variety with size and type of planting material
- c. Site preparation activities
- d. Labor or contracting arrangements for site preparation, planting, and maintenance

Guidelines for the preparation of the final detailed planting plan will be provided to grant recipients and will be covered in depth at the workshop. The final plan must be consistent with the guidelines and the final budget to be approved.

It is highly recommended that the detailed planting and maintenance plan be by prepared by a New Jersey Certified/Approved Forester, Licensed Tree Expert, Certified Arborist, licensed Landscape Architect, or non-profit organizational partner with qualified staff. If a grant recipient has retained a professional consultant for the project, the detailed planting plan is an eliaible grant expenditure.

### 2. Maintenance plan including:

- a. A description of how the following tree maintenance activities will be accomplished, including the responsible parties and the schedule for the duration of the project period (two years post-planting) and beyond:
  - mulching
  - watering
  - pruning
  - protection
  - monitoring
  - replacement
- b. Identification of the responsible parties and schedule for conducting the above activities over the long term, after the project period ends.

Guidelines for the preparation of the maintenance plan will be covered in depth at the workshop. The maintenance plan must be consistent with the guidelines to be approved.

### 3. Final detailed budget based on the detailed planting and maintenance plans

The final budget must not exceed the grant award. However, expenses can be shifted between line items based on circumstances such as:

- More accurate cost information
- Deletion of ineligible expenses
- Changes in tree selection
- A more robust maintenance plan
- Addition of consultant fees as necessary

When creating the budget, grant recipients should use the final budget template that will be provided. See Attachment 3 for Eligible Expenses.

### 4. Completed Transmittal Form

The purpose of the Transmittal Form is to document that the primary parties responsible for successfully completing the grant project have reviewed the detailed planting plan, maintenance plan, and budget and commit to supporting the project. See Attachment 4 for a sample Transmittal Form.

Upon approval of the grant recipient's detailed planting plan, maintenance plan, and final budget, the grant recipient is eligible to invoice the SI@TCNJ for the second progress payment of up to 40% of the final approved budget. This funding is intended to provide the grant recipient with resources to procure project materials. All payments shall be considered provisional and subject to adjustment in the event such adjustment is necessary based on actual expenses. Grant recipients are responsible for providing supporting documentation for all grant expenditures to date as part of their Phase 3 invoice. See Attachment 1 for a sample invoice. SI@TCNJ reserves the right to reject an invoice that does not comply with the terms and conditions of the grant agreement.

### Phase 3: Project Installation

Grant recipients are expected to complete their tree planting commitment by **May 31, 2024**. If completion and approval of the planting plan, the contracting process, or other contingency would otherwise delay the planting date past late May, approval may be requested to schedule planting for Fall 2024.

A Post-Planting Report is due July 31, 2024. The report will be completed in the grants portal where the grant application was submitted. Grant recipients will be notified when the report template is accessible in the portal. See Attachment 2 for instructions in accessing the portal.

The report must include:

- a. Tree location map showing the location of trees (by species) planted at each site
- b. Summary of site preparation
- c. Photos or a video of each site
- d. Report of expenditures charged to the grant with supporting financial documentation (e.g., certified paid invoices, payment receipts, copies of checks, grant account ledger).

Upon approval of the Post-Planting Report the grant recipient is eligible to invoice the SI@TCNJ for the documented eligible grant expenditures to date minus previous payments with the total of the current and previous invoices not to exceed 80% of the final approved budget. See Attachment 1 for a sample invoice. SI@TCNJ reserves the right to reject an invoice that does not comply with the terms and conditions of the grant agreement.

### **Phase 4: Maintenance and Reporting**

After the trees are planted, watering, protection and other maintenance activities begin immediately. Trees must be healthy and established at the end of the grant period, two years after planting. A Final Grant Report is due by June 30, 2026. The report will be completed in the grants portal where the grant application was submitted. Grant recipients will be notified when the report template is accessible in the portal. See Attachment 2 for instructions in accessing the portal.

The report should include:

- a. Site maps showing location of all living trees that were planted by the project
- b. Health status/condition of trees (by species) planted in Phase 3.
- c. Two or more photos of each site
- d. Summary of expenses charged to the grant with supporting documentation (e.g., certified paid invoices, payment receipts, copies of checks, grant account ledger) since the previous invoice.
- e. The fully executed Tree Planting Deed of Conservation Restriction to The State of New Jersey, Department of Environmental Protection. See Attachment 5 for a sample copy.

The target tree survival rate is 85% or greater. If tree survival falls below this threshold at the time of the final report, adequate justification must be provided or partial funding may be withheld, equivalent to the expenses associated with the non-surviving trees (beyond than the 15% threshold).

More specific guidance for the final report will be provided to grant recipients. Upon approval of the final report, the grant recipient is eligible to submit a final invoice to the SI@TCNJ for the additional documented eligible grant expenditures minus previous payments with the total of the current and previous invoices not to exceed the final approved budget. See Attachment 1 for a sample invoice. The invoice should be marked "FINAL" and submitted NOT LATER THAN thirty (30) days after the grant recipient is notified that the final grant report has been approved. SI@TCNJ reserves the right to reject an invoice that does not comply with the terms and conditions of the grant agreement.

The Sustainability Institute will conduct an audit of 20% of the projects to ensure compliance. Grant recipients subject to the audit will be randomly selected. The audits will consist of on-site verification of the tree survival rate.

### **Budget Modifications**

Grant recipients expenditures should be in accordance with the final approved budget. Anticipated line item expenses greater than 10% of the amount in the approved budget must be pre-approved by SI@TCNJ in advance. In all cases, grant expenditures **cannot exceed** the grant award amount identified in this Grant Agreement. A Budget Modification Form to request a modification will be accessible in the the grants portal where the grant application was submitted. See Attachment 2 for instructions in accessing the portal.

### **No Cost Extensions**

No-cost extensions require the approval of the SI@TCNJ. Requests should be addressed to the SI@TCNJ Primary Project Contact, not less than thirty (30) days prior to the desired effective date of the requested change. The request should include the proposed end date and an explanation of why the extension in needed.

### **Execution of Grant Agreement**

By signing this Grant Agreement, the grant recipient certifies that it will complete its **Trees for Schools** grant project as documented in the Phase 2 approved final detailed planting plan, maintenance plan, and final budget, and in accordance with Terms and Conditions of this Grant Agreement. The parties further agree to comply with all applicable laws, regulations, and requirements.

Email the signed Grant Agreement with a copy of your organization's W-9 to the TCNJ contacts listed below. The W-9 is needed for TCNJ to process grant payment requests. Questions regarding the grant requirements can be directed to Melanie McDermott. Questions regarding the W-9, invoicing, and payments can be directed to Jennifer Sontupe.

### **Primary Project Contact**

Name: Melanie McDermott

Title: Senior Researcher

Telephone: 609-771-2836

Email Address: mcdermom@tcnj.edu

### **Financial Contact**

Name: Jennifer Sontupe

Title: Business Manager

Telephone: 609-771-2832

Email Address: sontupe@tcnj.edu

	Inv	oice No	
	NAME AND ADDRESS HERE		
			INVOICE
BILL TO:	Sustainability Institute	isc	
lame	c/o The College of New Jersey		
Address City Phone	2000 Pennington Road, Forcina Hall 384       PC         Ewing       State NJ       ZIP 08628-0718       RE         609-771-2832       RE	) No. F	523120
Qty		Jnit Price	TOTAL
	·		
		SubTotal	
	Tax Rate(s)	Shipping	
Payment	Tax Nate(3)		
Comments		TOTAL	
Nam	REMIT TO:		<del>\</del>
Check No. Othe			
Othe			

Make check payable to XXXX

### **EXECEL TEMPLATE VERSION AVAILABLE FOR DOWNLOAD HERE**







### **Trees for Schools:**

### Tree-planting Grants for New Jersey Public Schools, Colleges, and Universities

### **Instructions for Accessing the Grants Portal**

The grants portal can be accessed via this link: <a href="https://webportalapp.com/sp/treesfornjschools">https://webportalapp.com/sp/treesfornjschools</a>

**STEP ONE:** Sign into your grant account using the **email address and password** used to create the account that submitted the grant application.

If the email address used as the login credentials for the account needs to be changed, please reach out to staff so this update can be made. If you forgot your password, you can reset it via the Forgot Password? Button on the login screen.



**Note:** This is not the same account used to submit applications for grants affiliated Forgot your password? with the Sustainable Jersey Grants Program. This is also not the same account used to submit Sustainable Jersey for Schools certification applications. These accounts are not connected in any way.

**STEP TWO:** After signing in, make sure that your **account profile** is up to date. If the grant **primary contact** has changed, please update the account profile so that is reflects the new primary contact. Sustainable Jersey will direct all communications about the grant application to this person.

Note that the primary contact must be a college, university or school district employee. It cannot be a consultant. Consultants can submit any reports associated with a grant award, but should do so under an account owned by the primary grant contact.

Profile

Comple



If no changes are needed, skip to STEP THREE.

STEP THREE: Click on the square box that is labeled with your applicant type and applicant name (the name of your school). Note the status bar at the bottom of the box is labeled "Submit Documentation for Review"—this means that your school was selected to receive a grant and will now be able to submit the final detailed planting plan, maintenance plan, and final detailed budget via the portal.

A submission form requesting the above-stated documentation will be made available to grant recipients by Monday, October 2. Until then, recipients who log in to their grant accounts will see the following pop up message. This form will include templates to assist recipients with finalizing this documentation. The signed copy of the grant agreement should be submitted via email.

New Jersey Community College Test

Created on 04/28/2023

Heads up, the submission deadline has passed.

The submission deadine for **Submit Documentation for Review** was passed 100 days ago and is no forger accessible. Please contact your administrator for more indemation.

OK.

Page 1 of 2

# Trees for Schools Grant Program ELIGIBLE EXPENSES

The following types of expenses are eligible for reimbursement under Trees for Schools grants. This list is not comprehensive. No specific cost items are eligible unless they are represented in a final budget that corresponds to a final detailed planting plan (both due by November 22) that has been approved by the Sustainability Institute at TCNJ. Questions regarding eligible expenses can be emailed to Melanie McDermott at mcdermom@tcnj.edu.

### Planting material and planting

- Planting material (trees) of the type most suited to site conditions; may be balled and burlapped (B&B), container-grown, or bareroot. The minimum size is 1.5" caliper measurement and the maximum size is 3" caliper. Justification must be provided for planting any trees that are larger or smaller. (A standard size often used for street trees, for example is  $2" 2 \frac{1}{2}$ " B& B).
  - Planting material may be purchased directly from nurseries or the cost of the trees may be bundled with labor in a planting contract.
- Labor costs for planting. These costs may be bundled with the cost of the trees, contracted separately, hired directly for an hourly wage, or performed by staff labor. If trees will be planted by volunteers, or if staff labor will not be charged to the grant, the budget would reflect no cost for labor.
- Only tree species are allowed. No shrubs or herbaceous plants.
- No invasive species may be planted; that is, do not plant any species or cultivated variety (cultivar) that is listed on the <u>Strike Team Do Not Plant list</u>.

### Site preparation

- Soil testing and localized soil improvements, such as soil amendments or structural soil.
- Removal of impervious surfaces, such as concrete.
- Establishment or extension of tree pits or raised tree beds.
- Removal of stumps and trees to prepare sites for trees that will be planted in the vicinity by the project. \*\*Justification for tree removal must be provided and approved.\*\*
- Stump grinding to prepare sites for trees that will be planted in the vicinity by the project.

### Equipment

• Purchase, rental, or repair costs for equipment directly needed for tree planting and maintenance for this project, such as shovels or irrigation equipment.

Page 2 of 2

### **Supplies**

- Tree protection and maintenance supplies, such as mulch, compost, support stakes, irrigator ('gator') bags, and planting tubes or fencing for deer protection.
- Supplies must be for use associated with the plantings funded by this grant.

### Maintenance

- Subcontracts for site preparation or for watering, pruning and/or other care of project trees.
- Alternatively, maintenance activities may be combined in the same contract as planting labor, hired directly for an hourly wage, or performed by staff labor. If tree maintenance will be planted by volunteers, or if staff labor will not be charged to the grant, the budget would reflect no cost for labor.

### Consultant

• Up to 10% of the total project cost is allowed for assistance with planting design and project implementation supervision from a qualified professional (such as a licensed landscape architect or consulting forester).

### **Personnel Costs**

- Salaries, benefits, and wages directly attributable to non-administrative project work, such as site preparation, tree planting, watering or other maintenance activities, and monitoring.
  - Grantees will be expected to track hourly personnel costs associated with project work.

### **Indirect Costs**

Administrative costs (overheads) allowed up to 10% of total project cost allowed.

Page 1 of 2

# Trees for Schools Grant Program Detailed Planting Plan, Maintenance Plan, and Final Budget

### **Transmittal Form**

This form is to be uploaded to the grant portal with the Detailed Planting Plan, Maintenance Plan, and Final Budget

The representatives of the Trees for Schools grant recipient listed below commit to the completion the tree planting project: specifically, that the trees will be planted as specified in the Detailed Planting Plan and shall be protected and maintained in accordance with the Maintenance Plan; that that all expenditures submitted will be allowable charges against the grant; and that all compliance requirements of this grant will be met per the grant agreement. Furthermore, if circumstances arise that result in the need to modify any component of the project, a Request for Modifications will be submitted in writing to SI@TCNJ's Primary Contact for approval.

submitted in Writing to Si@TCNJ & Primary Contact for approval.
Grant Recipient Name: (school district or college/university name)
School District Superintendent or College/University Administrator:
Name:
Title:
Telephone:
Email Address:
Signature:
Date:
School District Business Administrator or College/University Administrator:
Name:
Title:
Telephone:
Email Address:
Signature:

Date:

Page 2 of 2

Director/Head of Facilities or Buildings and Grounds Department
Name:
Title:
Telephone:
Email Address:
Signature:
Date:
For those projects in which some or all the trees will be planted on municipal, county, or federal land, the signature of the authority representing the landowning jurisdiction named below also attests to a commitment to protect and maintain said trees in accordance with the Maintenance Plan.  Authorized Representative of Landowner
Name:
Title:
Jurisdiction:
Telephone:
Email Address:
Signature:
Date:

### **Conservation Restriction**

Grantor

TO

THE STATE OF NEW JERSEY,
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Grantee

Dated: \_\_\_\_\_

Record and return to:

Department of Environmental Protection

Climate Change, Clean Energy and

Sustainability Program

Mail Code 401-02G

P. O. Box 420

Trenton, New Jersey 08625-0420

	•

Prepared By:

### DEED OF CONSERVATION RESTRICTION

This Deed of Conservation Restriction (Conservation Restriction) is of, 20, between, a [define type of organiboard of education], whose post office address is (Conservation) (Conservation) to grant the definition of the property of the definition of the property of the property of the definition of the property of the pro	ization, e.g., municipality, non-profit, Grantor), and the State of New Jersey,
TAX MAP REFERENCE. Grantor owns in fee simple/holds a right-of-wof, County of, State of New Jersey, Lot(s), on the respective Tax Map(s) of and which lands are more depicted on the map attached hereto as Schedule A	y, which lands are known as Block(s),County,
PURPOSE. Grantor expressly acknowledges that tree plantings on the agreement between Grantor and The College of New Jersey, dated proceeds from New Jersey's Regional Greenhouse Gas Initiative (RGGI), Jersey Department of Environmental Protection (Grantee). These funds a sequestration and significantly contributing to the achievement of the New Jeas required by P.L. 2008, c. 340. It is the purpose of this Conservation Rest location(s) of funded tree plantings, as depicted on Schedule A (Tree Conservation Areas are maintained in maintenance plan, attached hereto as Exhibit A (Maintenance Plan); and (3) Area in a manner that would impair or otherwise interfere with the plantin planting, except as otherwise allowed under this Conservation Restriction.	distributed, and managed by the New are dedicated to achieving net carbon ersey's greenhouse gas emission limits, triction to: (1) identify the approximate servation Areas); (2) to ensure that the accordance with the Grantee-approved by prevent use of the Tree Conservation

TERM: This Conservation Restriction shall remain in place for a period of ten (10) years from the date of recording, at which time it shall automatically terminate without requiring further action or approval of the Parties and such expiration shall not be considered a release under the Conservation Restriction Act.

TRANSFER OF CONSERVATION RESTRICTION. Grantor, for and in consideration of Grantee's receipt of RGGI funding under the Grant Agreement and pursuant to the New Jersey Conservation Restriction and Historic Preservation Restriction Act, *N.J.S.A.* 13:8B-1 through 13:8B-9 (Conservation Restriction Act), hereby transfers, assigns, and grants to Grantee, its successors, and its assigns a conservation restriction on the Tree Conservation Areas depicted on Schedule A, and shall not restrict or otherwise impact Grantee's use of the Property.

PROMISES BY GRANTOR. Grantor, for itself, its successors, and its assigns, agrees to maintain the funded tree plantings within the Tree Conservation Area in accordance with the Maintenance Plan and shall not impair or otherwise interfere with the maintenance, or survival of the funded tree plantings. Neither Grantor, its

successors or its assigns shall damage, destroy or remove any of the funded tree plantings without Grantee's written approval in accordance with this Conservation Restriction.

RIGHTS OF GRANTEE. To accomplish the purpose of this Deed of Conservation Restriction the Grantor transfers, assigns, and grants the following rights to Grantee:

- (1) To enter upon the Property at reasonable times in order to monitor Grantor's maintenance of funded tree plantings and compliance with the terms of this Deed of Conservation Restriction, provided that Grantee shall not unreasonably interfere with Grantor's use and enjoyment of the Property;
- (2) To take any other action necessary or convenient to enforce this Deed of Conservation Restriction.

MODIFICATION OF CONSERVATION RESTRICTION: With Grantee's written approval, Grantor may remove the trees subject to this restriction where necessary to meet the Grantor's core functions of public education or other core public purpose and provide that Grantor: (1) replaces the trees elsewhere in a manner approved by Grantee and results in no net loss; and (2) if required by Grantee, records a conservation restriction in the replacement area. Such modification, or other de minimis modification, shall not be considered a release under the Conservation Restriction Act.

NOTICE:

To Grantor:

Name:

Title:

Email:

To Grantee:

Name

Title:

Email:

EXECUTION SIGNATURES. This Deed of Conservation Restriction is signed and attested to by Grantor's proper and authorized officers, directors, or representatives as of the date written at the top of the first page.

	GRANTOR:
Attest:	
By:	By:
(signature)	(signature)
Dated:	
<u>ACKNOWL</u>	<u>EDGMENT</u>
STATE OF NEW JERSEY) ss. COUNTY OF	
execution and the making of this Deed of Conservation of said Grantor; that the deponent knows the corporation is such corporate seal; and that this Deed of	day of
	(signature)

SWORN TO AND SUBSCRIBED TO

before me this	day
of	, 20
(signature)	
(nrint name and title)	<u></u>

### SCHEDULE A

(Tax map showing location of trees here)

### EXHIBIT A

(Approved project Maintenance Plan appended here)

### COMBUSTION SERVICE CORP.

Industrial/Commercial · Gas/Oil Burner Sales and Service Mechanical Contractor

"For maximum boiler efficiency"

Tel: 973-334-2200 Fax: 973-334-2238 429 Rockaway Valley Road, Suite 100 Boonton Township, NJ 07005

Bergenfield Board of Education 225 W. Clinton Ave. Bergenfield, NJ 07621 October 30, 2023

ATTN: Ms JoAnn Khoury-Frias

RE: HS circulating pumps.

Our quotation is as follows:

- 1) Replace one 20 hp and one 15 hp hot water heating circulating pump set with 2 new expansion flanges each, new gaskets, nuts and bolts.
- 2) Modify the existing piping where necessary to fit the new pumps, old pumps are obsolete.
- 3) Wire in the new pump motors to the existing electrical pump panel.
- 4) Check operation on completion.

Our price for this is \$49,600.00. (All work will commence between 7:00 am and 3:30 pm weekdays. Any work you want performed when school is empty will be additional).

NOTE: Lead time is 6-10 weeks from receipt of purchase order. (Manufacturer issues may affect lead time).

Please contact this office with any questions you have regarding this quote.

Respectfully,

Donnell K. Sanders Combustion Service Corp.

### **ESTIMATE**



**Academy Construction Inc.** 

7 East Garden Place Pompton Plains, NJ 07444

Phone: (973) 832-4244 | Fax: (973) 832-4243 | info@academyconstruction.net

Date:

**Expiration Date:** 

November 8, 2023

23-152 ESTIMATE #:

December 8, 2023

PROJECT:

Mold Cleanup in Hospitality Room 34

Roy Brown MS- 130 S Washington Ave, Bergenfield, NJ

OWNER:

Bergenfield Board of Education

225 W. Clinton Ave Bergenfield, NJ 07621

### HCESC-SER-22-15

### **DESCRIPTION**

Academy Construction Inc. is pleased to provide you with the following proposal to furnish all labor, materials, waste disposal necessary to perform the project at the above referenced site

Scope of Work		w0.000.00.00.00.00.00.00.00.00.00.00.00.	
Mold Cleanup in Hospitaility Room 34. ACI will disinfect all items in the them from room. ACI will remove all wallpaper from the walls and room remediate all the visible mold on every wall surface in the room and di	n will be under ne	gativ	e pressure. ACI will
1 Supervisors \$65 hr x 32 hrs	1	ea	2,080.00
5 Workers x \$60.99 x 32 hrs	5	ea	9,758.40
Mobilization	1	ea	500.00
Materials	1	ea	1,200.00
Disposal	1	ea	1,000.00
Overhead, Insurance, Materials and Supplies Markup 15%	1	ea	2,180.76

TOTAL	\$	Tg var 11	1	6.719.16

Should Academy Construction Inc. be presented with a written contract for this work, this proposal and all terms and conditions therein noted are to become a part of the contract in whole, and will supersede any and all conflicting terms or conditions specified in the contract.

### TERMS AND CONDITIONS

Payment Due upon completion

Final Air Test and Monitoring not included.

Moving of any furniture not included

This proposal shall be valid for 30 days upon the date sent above.

Price based on 1st Shift work, no Holiday work or weekend

Date



Voice Data Video Integration

### Eastern DataComm, Inc.

44 Commerce Way Hackensack, NJ 07601 Phone: 201-457-3311

Fax: 201-457-1811

Prepared for: John Blackowski [(201) 385-8801 Ext. 1616] Bergenfield Board of Education (Account No.) 225 West Clinton Avenue Bergenfield, NJ 07621 U.S.A. Quote

No.: 2023 2024 Paging Support

Date: October 30, 2023

Prepared by: Jean Giarratana

Account No.: 4048

2023 / 2024 LENS Annual Support For coverage: August 21<sup>st</sup>, 2023 - August 20<sup>th</sup>, 2024

Pricing based on: NJ State Approved Co-op #65MCESCCPS / Emergency Notification Systems Bid #ESCNJ 22 - 23 - 09
Eastern DataComm Annual Maintenance Renewal - Paging System Support. Maintenance covers head - end hardware (zone controllers, amplifiers and associated power supplies), but not repair and replacement of existing wiring and speakers. Additionally, access to Eastern DataComm Help Desk (8x5 with 4 - hour response), On - Site Labor and Travel for Parts Replacement; for routine changes, software upgrades, troubleshooting expertise and problem resolution. Complex remote changes and customer requested On - site routine changes are not covered and would be billable at \$200.00 per hour during normal business hours (Monday - Friday, 8:30AM - 5:00PM).

Qty. Description	Total
Roy W. Brown Middle School (Account #14653)	\$2,000.00
Jefferson Elementary School (Account #14651)	\$1,800.00
Lincoln Elementary School (Account #14652)	\$1,800.00
Hoover Elementary School (Account #13959)	\$1,800.00
Franklin Elementary School (Account #14650)	\$1,800.00
Washington Elementary School (Account #14654)	\$1,800.00

Contract Maintenance Charges: \$11,000.00

Prices are firm until receipt of Purchase Order Terms: Upon Receipt

Quoted by: Jean Giarratana (<u>JGiarratana@easterndatacomm.com</u>) Date: October 30, 2023

Accepted by		Date:	
mecepted by	4		

### Disclaimer:

Terms for this quote are shown above and the FOB point is Hackensack, NJ. Any miscellaneous parts or freight will be prepaid and added to your invoice. All service/labor is subject to applicable sales tax if performed in NY/NJ/CT.

Please return Purchase Order as soon as possible. Quote in agreement with invoices previously received,

Thank you for your business.



Voice Data Video Integration

### Eastern DataComm, Inc.

Quote

44 Commerce Way Hackensack, NJ 07601 Phone: 201-457-3311

No.: 2023 2024 LENS Support

Date: October 30, 2023

Fax: 201-457-1811

Prepared by: Jean Giarratana

Account No.: 4048

Prepared for: John Blackowski [(201) 385-8801 Ext. 1616] Bergenfield Board of Education (Account No.) 225 West Clinton Avenue Bergenfield, NJ 07621 U.S.A.

2023 / 2024 LENS Annual Support For coverage: August 21<sup>st</sup>, 2023 - August 20<sup>th</sup>, 2024

Pricing covered under ESCNJ Contract #65MCESCCPS

Eastern DataComm Annual Maintenance Renewal - LENS2 / LENS3 Parts (hardware replacement for Controller and Expansion Modules) and Labor. LENS2 Parts (hardware replacement for Controller and Expansion Modules) and Labor. Maintenance includes software upgrades, troubleshooting expertise and problem resolution. Maintenance does not include speakers, strobe lights, signboards, cabling, wiring, UPS units and batteries.

Qty. Description	Total
Bergenfield High School (Account #11912) - LENS3	<b>\$2,600.00</b>
Franklin Elementary School (Account #14650) - LENS2	\$1,800.00
Jefferson Elementary School (Account #14651) - LENS2	\$1,800.00
Lincoln Elementary School (Account #14652) - LENS3	\$2,600.00
Roy W. Brown Middle School (Account #14653) - LENS2	\$1,800.00
Hoover Elementary School (Account #13959) - LENS2	\$1,800.00
Washington Elementary School (Account #14654) - LENS2	\$1,800.00
Temple Emeth (Account #14655) - LENS2  Contract Main	\$1,800.00 tenance Charges: \$16,000.00
Prices are firm until receipt of Purchase Order	Terms: Upon Receipt
Quoted by: Jean Giarratana ( <u>JGiarratana@easterndatacomm.com</u> )	Date: October 30, 2023
Accepted by:	Date:

### Disclaimer:

Terms for this quote are shown above and the FOB point is Hackensack, NJ. Any miscellaneous parts or freight will be prepaid and added to your invoice. All service/labor is subject to applicable sales tax if performed in NY/NJ/CT.

Please return Purchase Order as soon as possible. Quote in agreement with invoices previously received,

Thank you for your business.



Voice Data Video Integration

### Eastern DataComm, Inc.

Phone: 201-457-3311 Fax: 201-457-1811 44 Commerce Way Hackensack, NJ 07601

Prepared for: John Blackowski [(201) 385-8801 Ext. 1616] Bergenfield Board of Education (Account No.) 225 West Clinton Avenue Bergenfield, NJ 07621 U.S.A.

### Quote

No.: 2023 2024 ST Mitel Maintenance

Date: October 30, 2023

Prepared by: Jean Giarratana

Account No.: 4048

2022 / 2023 Annual ShoreTel / Mitel Maintenance For coverage: August 21st, 2023 - through August 20th, 2024

Pricing covered under Source Well State Contract #022719 – MB5

Annual ShoreTel / Mitel Maintenance Renewal covers Remote and On - Site Support for Parts and Labor. *Telephones are included under maintenance*. As Per ShoreTel / Mitel Policy, a Reinstatement Fee of 10% Will Apply to All Renewals, not Paid in Full by Renewal Date.

Qty. Description	Total	
Bergenfield High School (Account #11912)	\$14,800.00	
Franklin Elementary School (Account #14650)	\$3,265.00	
Jefferson Elementary School (Account #14651)	\$3,015.00	
Lincoln Elementary School (Account #14652)	\$ <b>4,365.00</b>	
Roy W. Brown Middle School (Account #14653)	\$6,800.00	
Hoover Elementary School (Account #13959)	<b>\$3,165.00</b>	
Washington Elementary School (Account #14654)	\$3,165.00	
Temple Emeth (Account #14655)	<b>\$1,250.00</b>	

Contract Maintenance Charges: \$39,825.00

Prices are firm until receipt of Purchase Order Terms: Upon Receipt

Quoted by: Jean Giarratana (<u>JGiarratana@easterndatacomm.com</u>) Date: October 30, 2023

Accepted by:	Date:
--------------	-------

### Disclaimer:

Terms for this quote are shown above and the FOB point is Hackensack, NJ. Any miscellaneous parts or freight will be prepaid and added to your invoice. All service/labor is subject to applicable sales tax if performed in NY/NJ/CT.

Please return Purchase Order as soon as possible. Quote in agreement with invoices previously received,

Thank you for your business.

# Attachment: PreK proj enroll (10734 : FY24 PreK Projected Enrollment)

### Pre-Kindergarten Projected Enrollment

New Jersey Department of Education

Bergenfield Borough School District (0300): 2024-2025 \*

Not Started

Submit

### **General Directions:**

Please input the total number of general education three- and four-year-olds, broken down by classroom location (In District, Charter, Head Start or Private Provider) that your district plans to serve in your FY24 full-day Preschool program.

Input a 0 (zero) if you are not serving any students in the setting listed.

All numbers in the Actual field will be prepopulated once ASSA data is available. The district will not input data into these fields.

Students with IEP's should not be included in the general education count. Students with IEP's that will be served in PEA classrooms should be input where indicated. Do not include students who will be placed in self-contained classrooms in this count.

If your district's children are served in neighboring district programs, the district of child's residence should include them in their projection; they should not be counted in the receiving district's projections.

The total number of students in each setting should be divisible by 15, which will be represented in the number of projected classrooms.

			In District	Charte	r	Head Start	Private Providers	
			Projected (2024-25)	Projecte (2024-2		Projected (2024-25)	Projected (2024-25)	
3-Year-Olds  Actual						23		
4-Year-Olds						37		
IEP in Gen. Ed. Classroom								
Total Students						75	G	
Classrooms						5.0	0.0	
Board Authorization Enter the date on which the applicant 11/20/2023	LEA's Board of Education has a	ithorized or will authorize sub	mission of the FY24 projected	Preschool En	rollment.			
Certification	water configuration to the	submission of the EV24 Presch	ool Projected enrollment					
🗆 I, as the School Business Administ		eement with the numbers sub						

mm/dd/yyyy

Certified by



### Because learning changes everything.

### **QUOTE PREPARED FOR:**

Bergenfield High School 80 S PROSPECT AVE BERGENFIELD, NJ 07621 ACCOUNT NUMBER: 366999

### SUBSCRIPTION/DIGITAL CONTACT:

Steven Neff sneff@bergenfield.org (201) 385-8600

### CONTACT:

Steven Neff sneff@bergenfield.org (201) 385-8600

### **SALES REP INFORMATION:**

Erik Hein erik.hein@mheducation.com (609) 947-6849

Section Summary		Value of All Materials	Free Materials	Product Subtotal
HOLE'S ANATOMY & PHYSIOLOGY		\$11,543.31	(\$155.01)	\$11,388.30
ENGLE OF AN ATTENDED	PRODUCT TOTAL*	\$11,543.31	(\$155.01)	\$11,388.30
	ESTIMATED S&H**			\$0.00
	ESTIMATED TAX**			\$0.00
	GRAND TOTAL*			\$11,388.30

<sup>\*</sup> Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

Comments:		
	X9-X9-X3-X8-X3-X8-X3-X8-X8-X8-X8-X8-X8-X8-X8-X8-X8-X8-X8-X8-	

### PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE:

11/14/2023

ACCOUNT NAME: Bergenfield High School

EXPIRATION DATE:

03/13/2024

QUOTE NUMBER:

EHEIN-11142023045715-001

ACCOUNT #: 366999

PAGE #:

1

<sup>\*\*</sup>Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.



SAN FRANCISCO, CA 94104-0446 UNITED STATES

> Bill To Name Bill To

Bergenfield Board of Education

Quote Number Quote Created 00062955 9/21/2023

\$5,880.00

225 WEST CLINTON AVE BERGENFIELD, NJ 7621

**Quote Expires** Prepared By

**Grand Total** 

12/4/2023 Kailey Rinehart

Email

kailey@edpuzzle.com

Product	Period	Product Description	Sales Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$2,740.00	1.00	\$2,740.00
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$3,140.00	1.00	\$3,140.00
Subtotal \$5,880.00					

Does Edpuzzle accept purchase orders?

Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

### What payment methods does Edpuzzle accept?

We accept credit card payments, checks, and direct deposits (wire transfers).

### Can we use next year's funds this school year?

Yes! Send us your PO by June 30th and we can involce you in July so that you can use next year's funds to purchase at this year's rates.

### Terms & Conditions

- (1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.
- (2) All spots from the license will expire at the end of the term, regardless of effective use or not.
- (3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.
- (4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (https://edpuzzle.com/terms) and Privacy Policy ( https://edpuzzle.com/privacy), which shall rule provision of the service to the customer.
- (5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.



Written on October 25, 2023 by Cristina Zawacki 23-24-NJ-201

## Inspired Instruction, LLC

Proposal for

Bergenfield Borough School District

School Year 2023-2024

### **Table of Contents**

Introduction

Overview of A

Overview of Activities

Timeline of Activities

Schedule of Services

Terms and Conditions

Contacts, Signatures, and Acceptance

### Introduction

Inspired Instruction (the "Company") is a team of educators that are specialists in curriculum, instruction, and assessment. Inspired Instruction Specialists will assist the district to support teachers in the use of best practices and effective implementation of a standards-aligned curriculum. Our team will create a customized plan based on a job-embedded approach to professional development. Inspired Instruction's Specialists and product developers are certified educators with years of distinguished service as teachers, supervisors, and administrators.

### **Overview of Activities**

### **Professional Development**

Inspired Instruction's consultants will provide professional development to Bergenfield Borough School District staff in order to increase student engagement and incorporate questioning strategies into best practices.

### **Suggested Workshop Titles:**

Strategies for Increasing Student Motivation and Autonomy: Are you tired of struggling to engage students that seem withdrawn and unmotivated to thrive academically? If so, then this workshop can support you as you develop a classroom culture of autonomy, competence, and relatedness. During this workshop, participants will discover new research that explores the factors that contribute to student motivation and performance. They will then dive into effective strategies that have been proven to increase students' willingness to engage in learning, while decreasing apathy in the classroom. Our expert facilitators will guide participants through hands-on activities that will help build community within their classrooms and improve students' sense of belonging—essential factors when working to develop students' willingness to engage and take ownership of their learning. Participants will leave this workshop with a wealth of resources and practical strategies that can be implemented immediately. Additionally, all participants will walk away with resources and techniques for creating a classroom culture that fosters motivation and engagement, and a sense of empowerment as they begin to re-ignite students' excitement about themselves, learning, and success.

Transforming Classrooms into Thriving Communities: Putting Research into Practice: Are you feeling frustrated by your students' sense of disinterest in working collaboratively, engaging in social interactions, and taking ownership of their learning? This workshop is designed to help educators support their students as they rebuild connections, redevelop learner autonomy, and relearn the habits of the classroom environment. In this workshop, participants will explore the latest research on the impacts of the continued use of digital devices and how they have affected students' academic and social-emotional needs. Educators will discover effective strategies for supporting students as they reacclimate to the face-to-face classroom, including how to build connections and foster student autonomy. This workshop does not stop at theory. It's all about actionable strategies that participants can implement in their classrooms immediately. Opportunities for collaboration will be provided, during which educators can share best practices for supporting student reconnection and engagement. They will also be provided with a toolkit of resources, including templates and activities that can be used to accelerate student success as they navigate through these challenges.

<u>Elevating Student Voice and Choice</u>: This workshop focuses on the importance of students being key decision makers in their own learning experiences. Participants will first explore the difference between student choice and student voice. Next, participants will analyze ways in which to assist students in evaluating the what, where, and why of their own learning choices and voices. The presenter will closely breakdown the inquiry model and illustrate how this lends itself to meaningful learning for the students. The workshop will conclude by giving participants an opportunity to determine ways in which they can authentically incorporate student voice and choice throughout their practice and provide quality instruction.

<u>Project-Based Learning for ALL Students</u>: Project-based learning is an approach to teaching in which students explore real-world problems and challenges. With this type of active and engaged learning, students attain a deeper knowledge of the subjects they're studying. During each workshop, participants experience an introduction to the elements of PBL units of study, a presentation of different topics, themes, and formats of PBL units of study, and a discussion of the various formative and assessment practices that instructors can utilize to ascertain student progress when implementing PBL units of study. Additionally, during each workshop, the participants will construct an outline of a PBL that incorporates all identified elements.

### **Expected Outcomes:**

- Integrating practices to increase student achievement and motivation
- Differentiating instruction to support learners
- Evaluating progress through formative assessments
- Utilizing inquiry to create meaningful learning

### **Timeline of Activities**

Cohort	Date	Activity
Secondary Teachers*	November 7, 2023	<b>AM Session:</b> Title TBD by Administration
Elementary Teachers*	November 7, 2023	<b>PM Session:</b> Title TBD by Administration

<sup>\*</sup>Maximum number of attendees for one session is 40 participants.

### **Schedule of Services**

	Quantity	Price	Total
Professional Development Workshops*	1 Full day	\$2,550 per day	\$2,550
Total			\$2,550

<sup>\*</sup>Maximum number of attendees for one session is 40 participants.

### **Terms and Conditions**

- 1. <u>Duties</u>: The Consultant will provide services to the Board, District, and/or School (the "Board") as an educational consultant in accordance with the activities outlined in the Schedule of Services incorporated herein. Specifically, the Consultant shall perform, to the commercially reasonable satisfaction of the Board, such duties as are outlined in the Schedule of Services under the terms and conditions set forth herein. Unless otherwise agreed upon by the Parties, the Consultant shall provide all services defined by this Agreement on behalf of the Board in a commercially reasonable manner, and the Consultant shall devote commercially reasonable efforts to the rendering of educational consulting services required to be provided under this Agreement.
- 2. Planning Meeting and Scheduling: In preparation for the successful launch and implementation, the Consultant strongly encourages districts to participate in a Planning and Implementation Meeting which is conducted between Inspired Instruction, LLC and the appropriate Board representative. The objective of the meeting is to solidify the implementation timeline, schedule, and district (and consultant's) expectations for the implementation of services. The Board is required to furnish a purchase order to the Company prior to the commencement of services under this agreement. Failure to provide a purchase order may result in a delay of scheduling and commencement of services under this agreement.
- 3. <u>Compensation</u>: In consideration of the Consultant's services to the Board hereunder, the Board shall pay to the Consultant as compensation the sums set forth in the Schedule of Services based upon the following terms:
  - a. New clients or other clients may be expected to pay in advance for services rendered.
  - b. Invoices from the Consultant shall be paid within twenty-one (21) days of the date of invoice.
  - c. The Consultant will issue Invoices no later than seven (7) days following the month of service. However, the Consultant reserves the right to invoice immediately upon completion of service for each month.
  - d. If any amount invoiced is disputed, the Board shall inform the Consultant within seven (7) days of the delivery of services. The Board shall pay the Consultant the value of the invoice less the disputed amount in accordance with these payment terms.
  - Invoices that remain unpaid for thirty (30) days after the due date may be assessed a surcharge equal to 2.5% of the outstanding amount.
  - f. Scheduled days that are canceled within 24 hours of the scheduled start time will be billed at 50% of the cost of the scheduled day.

The Consultant is an independent contractor, and is not an agent or employee of the Board and will not hold itself out as, or give any person any reason to believe that it is, an employee, agent, or partner of the Board.

- 4. <u>Termination</u>: The Parties may mutually terminate this Agreement at any time on thirty (30) days written notice to the other Party, *provided*, *however*, that any of the outstanding payments provided for in Paragraph 3 of the Terms & Conditions of this Agreement will be paid to the Consultant up to the effective date of the termination of this Agreement.
- 5. Non Disclosure of Confidential Information by either Party; Intellectual Property: "Confidential Information" shall include, but is not limited to, each respective Party and its parent's, subsidiaries', and affiliates' past and/or current performance, sales, financial, pricing, cost, contractual and marketing information, ideas, strategy, work product, communications, knowledge and data, and all processes, products, formulae, designs, practices, techniques, trade secrets, research, know-how and customer lists, unless such information is in the public domain to such an extent as to be readily available to competitors. Without limiting the generality of the foregoing, any and all work product, ideas, inventions, know-how, information, techniques, customer contacts, forms of contract and works of authorship conceived or developed by the Consultant during the Term, shall be deemed Confidential Information and Intellectual Property of the consultant, and shall be the sole and exclusive property of the Consultant, and the Consultant shall own the copyright in all such works of authorship and/or Intellectual Property generated or created in connection with the rendering of services hereunder.
- 6. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof, and except as hereinafter provided, supersedes all prior agreements of the Parties with respect to the subject matter hereof. This agreement may not be changed or amended, except in writing signed by the Parties and approved by the Board and the Consultant.

### Contacts, Signatures and Acceptance

### **Inspired Instruction Contact**

Cristina Zawacki, Client Director Inspired Instruction, LLC 196 Belvidere Avenue Washington, NJ 07882 Office: 908-223-7202

Cell: 917-992-4222

cristina.zawacki@inspiredinstruction.com

### School and/or District Contact

Darlene Markman, Assistant Superintendent of Curriculum Bergenfield Borough School District 225 West Clinton Ave Bergenfield, NJ 07621 201-385-6250 dmarkman@bergenfield.org

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below:

By: Data By:	Date: <u>October 25, 2023</u>
Name: Preston T. Faykus, CEO	
School District	
Ву:	Date:
Name:	



### Because learning changes everything."

### QUOTE PREPARED FOR:

Bergenfield School Dist BERGENFIELD BORO HALL BERGENFIELD, NJ 07621-1395 ACCOUNT NUMBER: 341199

### CONTACT:

Steven Neff sneff@bergenfield.org (201) 385-8202

### SUBSCRIPTION/DIGITAL CONTACT:

Steven Neff sneff@bergenfield.org (201) 385-8202

### SALES REP INFORMATION:

Joe Panzitta joe.panzitta@mheducation.com (646) 819-2462

Section Summary		Value of All Materials	Free Materials	Product Subtotal
ALEKS 2023-24		\$2,277.00	\$0.00	\$2,277.00
	PRODUCT TOTAL*	\$2,277,00	\$0.00	\$2,277.00
	ESTIMATED S&H**			TBD
	ESTIMATED TAX**			TBD
	GRAND TOTAL*		in italia (in italia) eta para eta la erra.	\$2,277.00

<sup>\*</sup> Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

### Comments:

110 licenses at our Alternative High School and expand our use to include our remediation course, Math Lab, at Bergenfield High School

### PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |

Email: orders\_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE:

10/25/2023

ACCOUNT NAME: Bergenfield School Dist

EXPIRATION DATE:

02/22/2024

PAGE#:

1

QUOTE NUMBER: JLYLE-10252023100034-001 ACCOUNT #: 341199

<sup>\*\*</sup>Shipping and handling charges are not included in the quote total, Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total, if applicable, actual tax charges will be applied at time of order.

Attachment: MJS Removal Services - Quote - October 2023 (10727 : MJS Removal Services - Hoover Elementary - LEA funds)

MJS Resistant Services

5t So: Mondations

Sergunfield, NJ 97521

Plants 2011-954-8503

Quote

70: Bergenfield Schools

October 2023

4 Trailers at \$525 each

DESIGNATION

\$2,100.00

AUGULAT

my flat

Tap

TORAL

\$2,100.00



### RENEWAL QUOTE

TOTAL DUE

QUOTE # 3521140-2023-003 DATE: NOVEMBER 6, 2023

IXL Learning 777 Mariners Island Blvd., Suite 600 San Mateo, CA 94404

#### TO:

Steven Neff Bergenfield School District 100 S Prospect Ave Bergenfield, NJ 07621

#### COMMENTS OR SPECIAL INSTRUCTIONS

\*\* This pricing is based on the description below. Should enrollment or content access change prior to processing, a new quote will be needed and pricing is subject to change.

SALESPERSON	ACCOUNT#	RENEWAL PERIOD	QUOTE VALID UNTIL	
Renada Liuzzo	A21-3521140	December 6, 2023 – December 6, 2024	December 12, 2023	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-12: 850 students) Subject: Math  K-8 math licenses include complimentary access to IXL's universal screener	\$10,625.00	\$10,625.00
1	Volume discount  Unlimited instructor accounts included	-\$425.00	-\$425.00
SUBTOTAL		\$10,200.00	
SALES TAX			<u></u>
SHIPPING & HANDLING			

#### Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 3521140-2023-003. For international accounts, we can accept wire transfers for an additional fee.

\$10,200.00

### FOR BOARD APPROVAL

Attached is the list of Special Education consultants for the 2023/2024 school year – **REVISE** 11/16/2023. (2 pages)

EVALUATIONS - for referred/classified students as part of a comprehensive Child Study Team

evaluation.

Region V Consultants

Dr. Leslie Nagy Dr. Morton Fridman

Valley Hospital Medical Center

Hackensack University Medical Ctr.

Progressive Therapy of NJ

Hackensack Neurology Group

Dr. Damon Fellman

St. Joseph's Healthcare:

Miriam Skydell and Associates West Bergen Mental Healthcare

**Supreme Consultants** 

Bilingual Sp/Lang/Psych Evals, (\$350/eval)

Psychiatric Evaluations (\$750/eval)

Psychiatric Evaluations (\$800/eval) Audiological Evaluations (\$600/eval)

Audiological Evaluations (\$690/eval)

Functional Behavior Assessments (\$115/hour)

Neurological Evaluation (\$450-\$600)

Neuro/Developmental Evaluations (\$450/eval)

Supplemental Related Svc – Approx \$5,000/year

Licensed Counseling Consultant (\$120,000/23-24 SY)

Bilingual CST Evaluation (\$800 each) \*\* NEW

MISC CONSULTING SERVICES – for classified students both in and out of district as indicated in the IEPs. The

out of district programs contract with the consultants for OT & PT services.

BCSS Region V

Ridgefield Board of Education

Good Talking People The Therapy Gym

Ilene Refkin, Speech/Lang Therapist

Progressive Therapy of NJ

Delta T

Heart To Heart

Teacher Tutors
Ivy Prep

New Jersey Outreach

Humdingers

Monster Mini Golf Abrakadoodle Volt Fitness CKO Kickboxing School of Rock Broadway Bound Sensory Taekwondo

Ready to Golf

OT/PT/SP/1:1 Aides (8) OO-Dist – Approx \$690,000/year

OT/TOD/Nurse In-Dist Evals – Approx \$89,500/year OT/PT/1:1 Aide (1) OO-Dist – Approx \$59,000/year Social Skills Programs (3) – Approx 11,000/year OT/PT/SP Services – Approx \$16,000/year

Prompt Speech Therapy (1) - \$145/session

Behavioral Analyst Services - Approx \$30,000/year

Paraprofessionals/– Approx \$35,000/yr BCBA Services – Approx \$15,000/yr

Supplemental Instruction Consultants – Approx \$120,000/yr Supplemental Instruction Consultants – Approx \$5,000/yr

Supplemental Instruction Consultants – Approx \$5,000/yr

Community Based Instr. – Transition Students – Approx \$1,000/

Community Based Instr. – Transition Students – Approx \$1,000/2 Community Based Instr. – Transition Students – Approx \$3,000/2

Community Based Instr. – Transition Students – Approx \$9,000/2

Community Based Instr. – Transition Students – Approx \$7,500/: Community Based Instr. – Transition Students – Approx \$10,000

Community Based Instr. – Transition Students – Approx \$4,000/2 Community Based Inst. – Spec Ed Student – Approx \$1000/yr

Community Based Inst. – Transition Students – Approx \$1000/yr

### OTHER CONSULTANTS

PowerSchool AccuScan/Image Silo sPECI Special Education Database Special Education Files (Scanning)

PROGRAM
2270/page 1 of 2
Religion in the Schools
First Reading: November 27, 2023
Second Reading: December 18, 2023

### 2270 RELIGION IN THE SCHOOLS

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

As a condition of receiving Elementary and Secondary Education Act of 1965 (ESEA) funds, the Board of Education must annually certify in writing to the New Jersey Department of Education that no Board policy prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools, as detailed in the United States Department of Education's Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools (USDOE Guidance). The Board must provide this certification to the New Jersey Department of Education by October 1 of each year during which the Board participates in an ESEA program. The USDOE Guidance provides information on the current state of the law concerning constitutionally protected prayer and religious expression in public elementary and secondary schools.

The following activities as outlined in the USDOE Guidance will be permitted upon applying the governing constitutional principles in particular public school contexts related to prayer: prayer and religious exercise during non-instructional time; organized prayer groups and activities; teachers, administrators, and other school employees; moments of silence; accommodations of prayer and religious exercise during instructional time; student assemblies and noncurricular events; prayer at graduation; and/or baccalaureate ceremonies.

The following activities as outlined in the USDOE Guidance will be permitted upon applying constitutional principles regarding religious expression other than prayer in particular public school contexts: religious literature; teaching about religion; student dress codes and policies; religious expression in class assignments and homework; and/or excusals for religious activities.



PROGRAM 2270/page 2 of 2 Religion in the Schools

In addition to the constitutional principles outlined in this Policy and the USDOE Guidance, public schools may also be subject to requirements under Federal and State laws relevant to prayer and religious expression. Such Federal and State laws may not; however, obviate or conflict with a public school's Federal constitutional obligations described in the USDOE Guidance. The Equal Access Act, 20 U.S.C. Section 4071, is designed to ensure that student religious activities are accorded the same access to Federally funded public secondary school facilities as are student secular activities.

The United States Department of Justice has developed guidance for interpreting the Equal Access Act's requirements outlined in the USDOE Guidance in the area of general provisions, prayer service and worship exercises, means of publicized meetings, lunch-time and recess, and leadership of religious student groups.

Any issues regarding prayer and religious expression in the schools, the USDOE Guidance, and the provisions of this Policy shall be referred to the Superintendent of Schools who may consult with the Board Attorney.

U.S. Const. Amend. 1

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

U.S. Department of Education - Guidance on Constitutionally Protected
Prayer and Religious Expression in Public Elementary and Secondary Schools –
May 15, 2023

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

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

Adopted:



TEACHING STAFF MEMBERS

3161/page 1 of 4

Examination for Cause

First Reading: November 27, 2023

Second Reading: December 18, 2023

### 3161 EXAMINATION FOR CAUSE

- A. Pursuant to N.J.S.A. 18A:16-2 and N.J.A.C. 6A:32-6.3, the Board of Education may require physical or psychiatric examinations of a teaching staff member whenever, in the judgment of the Board, a teaching staff member shows evidence of deviation from normal physical or mental health, to determine the teaching staff member's physical and mental fitness to perform, with reasonable accommodation, the position the teaching staff member currently holds, or to detect any health risk(s) to students and other employees. When the Board requires a teaching staff member to undergo a physical or psychiatric examination:
  - 1. The Board shall provide the teaching staff member with a written statement of the reasons for the required examination; and
  - 2. The Board shall provide the teaching staff member with a hearing, if requested.
    - a. Notice of the teaching staff member's right to a hearing shall be provided with the statement of reasons for the required examination;
    - b. The teaching staff member must request the Board hearing, in writing, within five working days of the teaching staff member's receipt of the written statement of reasons:
      - (1) The teaching staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the teaching staff member failed to timely request a hearing before the Board;
    - c. The Board hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the teaching staff member the opportunity to appear before the Board to refute the reason(s) for the required examination(s);



TEACHING STAFF MEMBERS 3161/page 2 of 4 Examination for Cause

- d. The teaching staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the teaching staff member failed to persuade the Board at the hearing that the teaching staff member should not be required to submit to the appropriate examination(s); and
- e. The determination of such a hearing shall be appealable to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 Appeals.
- 3. The teaching staff member may refuse, without reprisal, to waive their right to protect the confidentiality of medical information, in accordance with P.L. 104-191, Health Insurance Portability and Accountability Act of 1996.
- B. Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of examinations made by a physician or institution designated by the Board. However, the teaching staff member shall bear the cost if the examination is performed by a physician or institution designated by the teaching staff member with approval of the Board.
  - 1. If the teaching staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s), the Board is not required to designate the physician or institution submitted for consideration by the teaching staff member, but shall not act unreasonably in withholding its approval of the physician or institution.
  - 2. The teaching staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.
  - 3. All records and reports relating to any such examination shall be the property of the Board, in accordance with N.J.S.A. 18A:16-5.
    - a. Health records of teaching staff members, including computerized records, shall be secured, stored, and maintained separately from other personnel files; and



TEACHING STAFF MEMBERS 3161/page 3 of 4 Examination for Cause

- b. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5.
- 4. If the results of any such examination indicate mental abnormality or communicable disease, the teaching staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the teaching staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.
- C. In order to return to work, the teaching staff member must submit to an appropriate examination and submit the results of the examination to the Superintendent.
  - 1. The examination must be conducted by a physician or institution upon which the Board and teaching staff member confer and agree;
  - 2. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the examination is conducted by the teaching staff member's choice, the cost shall be borne by the teaching staff member; and
  - 3. The teaching staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.



TEACHING STAFF MEMBERS 3161/page 4 of 4 Examination for Cause

D. A teaching staff member who refuses to submit to an examination required by the Board in accordance with this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but is not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101 N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4; 18A:16-5 18A:25-7; 18A:28-5; 18A:30-1 et seq. N.J.A.C. 6A:32-6.2; 6A:32-6.3

Adopted: October 15, 2007



TEACHING STAFF MEMBERS

3212/page 1 of 1

Attendance

First Reading: November 27, 2023 Second Reading: December 18, 2023

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### 3212 ATTENDANCE

The regular and prompt attendance of teaching staff members is an essential element in the efficient operation of the school district and the educational program. Teaching staff member absenteeism disrupts the educational program and the Board of Education considers attendance an important component of a teaching staff member's job performance.

Teaching staff members shall provide notice for the use of sick time as required in N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01 in accordance with the district's procedure for teaching staff members to report the use of sick leave and other absences. A teaching staff member who fails to give prompt notice of an absence, misuses sick leave, fails to verify an absence in accordance with statute, administrative code, or Board policy; falsifies the reason for an absence; is absent without authorization: is repeatedly tardy; or accumulates an excessive number of absences may be subject to appropriate consequences, which may include, but not be limited to, the withholding of a salary increment, termination, nonrenewal, and/or certification of tenure charges.

Sick leave is defined in accordance with N.J.S.A. 18A:30-1 and Policy and Regulation 1642.01. No teaching staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for by statute; administrative code; collective bargaining agreement; an individual employment contract; or the policies of the Board. The Superintendent or Board of Education may require verification to be filed with the Secretary of the Board in order to obtain sick leave in accordance with the provisions of N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01.

The Superintendent, in consultation with administrative staff members, will review the rate of absence among teaching staff members. The review will include the collection and analysis of attendance patterns, the training of teaching staff members in their attendance responsibilities, and the counseling of teaching staff members for whom regular and prompt attendance is a problem.

N.J.S.A. 18A:27-4; 18A:28-5; 18A:30-1; 18A:30-2; 18A:30-4

Adopted:



SUPPORT STAFF MEMBERS

4161/page 1 of 4

Examination for Cause

First Reading: November 27, 2023

Second Reading: December 18, 2023

### 4161 EXAMINATION FOR CAUSE

- A. Pursuant to N.J.S.A. 18A:16-2 and N.J.A.C. 6A:32-6.3, the Board of Education may require physical or psychiatric examinations of a support staff member whenever, in the judgment of the Board, a support staff member shows evidence of deviation from normal physical or mental health, to determine the support staff member's physical and mental fitness to perform, with reasonable accommodation, the position the support staff member currently holds, or to detect any health risk(s) to students and other employees. When the Board requires a support staff member to undergo a physical or psychiatric examination:
  - 1. The Board shall provide the support staff member with a written statement of the reasons for the required examination; and
  - 2. The Board shall provide the support staff member with a hearing, if requested.
    - a. Notice of the support staff member's right to a hearing shall be provided with the statement of reasons for the required examination;
    - b. The support staff member must request the Board hearing, in writing, within five working days of the support staff member's receipt of the written statement of reasons:
      - (1) The support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to timely request a hearing before the Board:
    - c. The Board hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the support staff member the opportunity to appear before the Board to refute the reason(s) for the required examination(s);



SUPPORT STAFF MEMBERS 4161/page 2 of 4 Examination for Cause

- d. The support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to persuade the Board at the hearing that the support staff member should not be required to submit to the appropriate examination(s); and
- e. The determination of such a hearing shall be appealable to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 Appeals.
- 3. The support staff member may, without reprisal, refuse to waive their right to protect the confidentiality of medical information, in accordance with P.L. 104-191, Health Insurance Portability and Accountability Act of 1996.
- B. Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of examinations made by a physician or institution designated by the Board. However, the support staff member shall bear the cost if the examination is performed by a physician or institution designated by the support staff member with approval of the Board.
  - 1. If the support staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s), the Board is not required to designate the physician or institution submitted for consideration by the support staff member, but shall not act unreasonably in withholding its approval of the physician or institution.
  - 2. The support staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.
  - 3. All records and reports relating to any such examination shall be the property of the Board, in accordance with N.J.S.A. 18A:16-5.
    - a. Health records of support staff members, including computerized records, shall be secured, stored, and maintained separately from other personnel files; and



SUPPORT STAFF MEMBERS 4161/page 3 of 4 Examination for Cause

- b. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5.
- 4. If the results of any such examination indicate mental abnormality or communicable disease, the support staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the support staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.
- C. In order to return to work, the support staff member must submit to an appropriate examination and submit the results of the examination to the Superintendent.
  - 1. The examination must be conducted by a physician or institution upon which the Board and support staff member confer and agree;
  - 2. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the examination is conducted by the support staff member's choice, the cost shall be borne by the support staff member; and
  - 3. The support staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.

SUPPORT STAFF MEMBERS 4161/page 4 of 4 Examination for Cause

D. A support staff member who refuses to submit to the examination required by the Board in accordance with this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but is not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101 N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4; 18A:16-5 18A:25-7; 18A:28-5; 18A:30-1 et seq. N.J.A.C. 6A:32-6.2; 6A:32-6.3

Adopted: October 15, 2007



SUPPORT STAFF MEMBERS

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Attendance

First Reading: November 27, 2023 Second Reading: December 18, 2023

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### 4212 ATTENDANCE

The regular and prompt attendance of support staff members is an essential element in the efficient operation of the school district and the effective conduct of the educational program. Support staff member absenteeism disrupts the educational program and the Board of Education considers attendance an important component of a support staff member's job performance.

Support staff members shall provide notice for the use of sick time as required in N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01 in accordance with the district's procedure for support staff members to report the use of sick leave and other absences. A support staff member who fails to give prompt notice of an absence, misuses sick leave, fails to verify an absence in accordance with statute, administrative code, or Board policy; falsifies the reason for an absence; is absent without authorization; is repeatedly tardy; or accumulates an excessive number of absences may be subject to appropriate consequences, which may include, but not be limited to, the withholding of a salary increment, termination, nonrenewal, and/or certification of tenure charges.

Sick leave is defined in accordance with N.J.S.A. 18A:30-1 and Policy and Regulation 1642.01. No support staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for by statute; administrative code; the collective bargaining agreement; in an individual employment contract; or the policies of the Board. The Superintendent or Board of Education may require verification to be filed with the Secretary of the Board in order to obtain sick leave in accordance with the provisions of N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01.

The Superintendent, in consultation with administrative staff members, will review the rate of absence among support staff members. The review will include the collection and analysis of attendance patterns, the training of support staff members in their attendance responsibilities, and the counseling of support staff members for whom regular and prompt attendance is a problem.

N.J.S.A. 18A:30-1; 18A:30-2; 18A:30-4

**a** 

Adopted: October 15, 2007

STUDENTS

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Education of Homeless Children and Youths

First Reading: November 27, 2023

Second Reading: December 17, 2023

### 5116 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

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

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

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

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



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Education of Homeless Children and Youths

When a homeless child or youth resides in a school district, the school district liaison shall notify the liaison of the school district of residence within twenty-four hours of receiving notification from the parent, a shelter director, or an involved agency. Upon notification of the need for enrollment of a homeless child or youth, the liaison in the school district of residence shall coordinate enrollment procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.5(b).

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

Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2.

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

When a school district designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent of Schools. The Executive County Superintendent shall make a determination immediately, if possible, but no later than within forty-eight hours and, when necessary, in consultation with the NJDOE's Homeless Education Coordinator or the Coordinator's designee.



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

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

Notwithstanding the provisions of N.J.S.A. 18A:38-1, 18A:7B-12, or 18A:7B-12.1, or any other section of law to the contrary, any student who moves from one school district to another as a result of being homeless due to an act of terrorism or due to a natural disaster which results in the declaration of a state of emergency or disaster by the State or by the Federal government, may continue to enroll in the school district in which the parent or guardian last resided prior to becoming homeless for up to two full school years after the act of terrorism or natural disaster; and during the two-year period, if the student is enrolled in the district in which the parent last resided prior to becoming homeless and the student's parent remains homeless for that period, the student shall attend that district tuition-free and that district shall provide the student transportation to and from school in accordance with N.J.S.A. 18A:7B-12.3.

Financial responsibility, including the payment of tuition for the homeless child or youth, will be in accordance with N.J.A.C. 6A:17-2.8. The school district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence or the school district in



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which the parent has been deemed domiciled shall no longer list the student on its ASSA. The State shall assume fiscal responsibility for the tuition of the child pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child or youth is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. under the circumstances outlined in N.J.A.C. 6A:17-2.8(c).

On or before December 31 of each year, the district shall report to the Office of Homelessness Prevention in the Department of Community Affairs an accounting of each instance in which the district is made aware that a student enrolled in the district because the student's parent moved to the district as a result of being homeless in accordance with N.J.S.A. 18A:38-1.f.

N.J.S.A. 18A:7B-12; 18A:7B-12.1; 18A:7B-12.3; 18A:38-1 N.J.A.C. 6A:17-2.1 et seq.

Adopted:



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First Reading: November 27, 2023 Second Reading: December 18, 2023

### 8500 FOOD SERVICES

The Board of Education shall make school lunch available to all students enrolled in a school in the district unless less than five percent of enrolled students in the school are Federally eligible for a free or reduced price lunch in accordance with N.J.S.A. 18A:33-4. School lunches made available pursuant to N.J.S.A. 18A:33-4 and this Policy shall meet minimum nutritional standards, established by the Department of Education.

Free or reduced price breakfast and lunch, as required, shall be offered, under a school lunch program, school breakfast program, or a breakfast after the bell program, to all enrolled students who are determined to be Federally eligible for free or reduced price meals. As provided by N.J.S.A. 18A:33-4.a.(3) and N.J.S.A. 18A:33-14a.a.(2), any student who is eligible for a reduced price lunch and breakfast, pursuant to Federal income eligibility standards and criteria, shall not be required to pay for such lunch or breakfast. Free lunch or breakfast shall also be offered to each enrolled student who is Federally ineligible for free or reduced price meals, but who has an annual household income that is not less than one hundred and eighty-six percent, and not more than one hundred ninety-nine percent, of the Federal poverty level, as determined pursuant to N.J.S.A. 18A:33-21b1.

A. Breakfast Program - N.J.S.A. 18A:33-10; 18A:33-10.1; 18A:33-11; 18A:33-11.1; 18A:33-11.3; 18A:33-14a.

If twenty percent or more of the students enrolled in a school in the district on October 1 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall establish a school breakfast program in the school in accordance with the provisions of N.J.S.A. 18A:33-10.

Notwithstanding the provisions of N.J.S.A. 18A:33-10 to the contrary, if ten percent or more of the students enrolled in a school in the district on October 1 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program the district shall establish a breakfast program in accordance with the provisions of N.J.S.A. 18A:33-10.1.



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If seventy percent or more of the students enrolled in a school in the district on or before the last school day before October 16 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall establish a breakfast after the bell program pursuant to N.J.S.A. 18A:33-11.3.

In accordance with N.J.S.A. 18A:33-11, in implementing a school lunch program, pursuant to 18A:33-4 et seq., a school breakfast program, pursuant N.J.S.A. 18A:33-9 et seq., or N.J.S.A. 18A:33-10.1, or a breakfast after the bell program, pursuant to N.J.S.A. 18A:33-11.1 or N.J.S.A. 18A:33-11.3, the district shall:

- 1. Publicize, to parents and students, the availability of the respective school meals program, as well as the various ways in which a student may qualify to receive free or reduced price meals under the program, as provided by N.J.S.A. 18A:33-4 and N.J.S.A. 18A:33-14a;
- 2. Make every effort to ensure that subsidized students are not recognized as program participants, by the student body, faculty, or staff, in a manner that is different from the manner in which unsubsidized students are recognized as program participants. Such efforts shall include, but need not be limited to, the establishment of a neutral meal plan or voucher system that does not make a distinction between subsidized and unsubsidized students; and
- 3. Make every effort to:
  - a. Facilitate the prompt and accurate identification of categorically eligible students who may be certified to participate in the program, on a subsidized basis, without first submitting an application therefore, and, whenever an application is required to establish eligibility for subsidized meals, encourage students and their families to submit a subsidized school meals application for that purpose;



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- b. Facilitate and expedite, to the greatest extent practicable, the subsidized school meals application and incomeeligibility determination processes that are used, by the district, to certify a student for free or reduced price school meals on the basis of income, and assist parents in completing the school meals application; and
- c. Encourage students who are neither categorically eligible nor income-eligible for free or reduced price school meals to nonetheless participate, on a paid and unsubsidized basis, in the program.

If the district participates in the Federal School Breakfast Program, the district is encouraged to increase the number of students participating in the program by establishing a breakfast after the bell program that incorporates school breakfast into the first-period classroom or the first few minutes of the school day pursuant to N.J.S.A. 18A:33-11.1.

Pursuant to N.J.S.A. 18A:33-14a., school breakfasts made available to students under a school breakfast program or a breakfast after the bell program shall meet minimum nutritional standards, established by the New Jersey Department of Education.

The State of New Jersey shall provide funding to each school in the district if the school operates a School Breakfast Program or a breakfast after the bell program, as may be necessary to reimburse the costs associated with the school's provision of free breakfasts, pursuant to N.J.S.A. 18A:33-14a.b., to students who are Federally ineligible for free or reduced price meals.

B. Summer Food Service Program - N.J.S.A. 18A:33-23; 18A:33-24; 18A:33-25; 18A:33-26

In accordance with N.J.S.A. 18A:33-24, if fifty percent or more of the students enrolled in the school district on or before the last school day before October 16 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall become a sponsor or site under the Federal Summer Food Service Program or apply for a waiver pursuant to N.J.S.A. 18A:33-26.



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In accordance with N.J.S.A. 18A:33-23, the district shall notify each student enrolled and the student's parent of the availability of, and criteria of eligibility for, the summer meals program and the locations in the district where the summer meals are available. The district shall provide this notification by distributing flyers provided by the New Jersey Department of Agriculture pursuant to subsection N.J.S.A. 18A:33-23.c. The district may also provide electronic notice of the information through the usual means by which the district communicates with parents and students electronically.

Pursuant to N.J.S.A. 18A:33-26.a., the New Jersey Department of Agriculture may grant a waiver of the requirements of N.J.S.A. 18A:33-24 et seq. To be granted a waiver, the district must show that it lacks the staff, facilities, or equipment to sponsor the Federal Summer Food Service Program, or the means to finance the hiring or acquisition of such staff, facilities, or equipment. The New Jersey Department of Agriculture also may grant a waiver for one year to the district if a different sponsor currently runs the Federal Summer Food Service Program within the district's community.

Pursuant to N.J.S.A. 18A:33-26.b., the district shall report to the New Jersey Department of Agriculture, in the manner prescribed by the New Jersey Department of Agriculture, its reasons for requesting a waiver of the requirements of N.J.S.A. 18A:33-24 et seq. The report shall include, but need not be limited to, a description of the specific impediments to implementing the program and actions that could be taken to remove those impediments or, where applicable, the identification of the sponsor that currently runs the program within the same community.

- C. Information Provided to Parents Regarding the National School Lunch Program and the Federal School Breakfast Program – N.J.S.A. 18A:33-21b1
  - 1. At the beginning of each school year, or upon initial enrollment, in the case of a student who enrolls during the school year, the school shall provide each student's parent with:
    - a. Information on the National School Lunch Program and the Federal School Breakfast Program, including, but not limited to, information on the availability of free or reduced price meals for eligible students, information on the



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application and determination processes that are used to certify eligible students for subsidized school meals, and information on the rights that are available to students and their families under N.J.S.A. 18A:33-21b1 and N.J.S.A.18A:33-21; and

- b. A school meals application form, as well as instructions for completing the application, and, as necessary, assistance in completing the application.
- 2. The school meals information and application provided to parents, pursuant to N.J.S.A. 18A:33-21b1.a. shall:
  - a. Be communicated in a language that the parent understands;
  - b. Specify the limited purposes for which collected personal data may be used, as provided by N.J.S.A. 18A:33-21b1.c.; and
  - c. Be submitted to the parent either in writing or electronically. In the latter case, the school district shall use the usual means by which it communicates with parents electronically.
- 3. A school meals application that is completed by a parent shall be confidential, and shall not be used or shared by the student's school or school district, except as may be necessary to:
  - a. Determine whether a student identified in the application is eligible for free or reduced price school meals;
  - b. Determine whether the school or school district is required, by N.J.S.A. 18A:33-11.3 or by N.J.S.A. 18A:33-24, to establish a breakfast after the bell program, or to participate as a sponsor or site in the Federal Summer Meals Service Program;



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- c. Ensure that the school receives appropriate reimbursement, from the State and Federal governments, for meals provided to eligible students, free of charge, through a school lunch program, a school breakfast program, a breakfast after the bell program, a summer meals program, or an emergency meals distribution program; and
- d. Facilitate school aid determinations under the "School Funding Reform Act of 2008," N.J.S.A. 18A:7F-43 et seq.
- D. Free or Reduced Price Meals' Application Process 7 CFR 245

School meals applications shall be reviewed in a timely manner. An eligibility determination will be made, the family will be notified of its status, and the status will be implemented as soon as possible within ten operating days of receipt of the completed application pursuant to 7 CFR 245.6(c)(6). Any student found eligible shall be offered free or reduced price meals or free milk immediately upon the establishment of their eligibility and shall continue to receive such meals during the pendency of any inquiry regarding their eligibility in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Carry-over of previous year's eligibility for students shall be in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

In accordance with 7 CFR 245.6(c)(1) and (2), eligibility for free or reduced price meals, as determined through an approved application or by direct certification, must remain in effect for the entire school year and for up to thirty operating days in the subsequent school year. Prior to the processing of an application or the completion of direct certification procedures for the current school year, children from households with approved applications or documentation of direct certification on file from the preceding year, shall be offered reimbursable free and reduced price meals, as appropriate.

In accordance with 7 CFR 245.6(c)(6)(iii), children from households that notify the local educational agency that they do not want free or reduced price benefits must have their benefits discontinued as soon as possible.



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Pursuant to 7 CFR 245.6(c)(7), if the district receives an incomplete school meals application or a school meals application that does not meet the eligibility criteria for free or reduced priced benefits, the school meals application must be denied. The district shall document and retain the denied school meals application and reasons for ineligibility for three years in accordance with 7 CFR 245.6(e).

In accordance with 7 CFR 245.6(c)(7), parents of students who are denied benefits must receive prompt, written notification of their denial. The notification may be provided by mail or e-mail to the individual who signed the school meals application. Posting the denial on the "notification" page of an online system does not meet this requirement. Likewise, informing the parent of denial via telephone does not meet this requirement. If the district uses an automated telephone information system to notify parents of denied benefits, the district must also provide the parents with written notification of the denial. The notification must provide the: reason for denial of benefits; right to appeal; instructions on how to appeal; and ability to reapply for free and reduced price benefits at any time during the school year.

In accordance with 7 CFR 245.6(e), the district shall record the eligibility determination and notification in an easily referenced format. The record shall include the: denial date; reason for denial; date the denial notice was sent; and signature or initials of the determining official (may be electronic, where applicable).

Any parents of students who have benefits that are to be reduced or terminated must be given ten calendar days' written notice of the change prior to the date the change will go into effect pursuant to 7 CFR 245.6a(j). The first day of the advance notice period shall be the day the notice is sent. The notice of adverse action may be sent via mail or to the e-mail address of the parent. The district shall notify the household of adverse action by phone only.

Pursuant to 7 CFR 245.6a(j), the notice of adverse action must advise the parents of: change in benefits; reasons for the change; an appeal must be filed within the ten calendar days advance notice period to ensure continued benefits while awaiting a hearing and decision; instructions on how to appeal; and the parents may reapply for benefits at any time during the school year.



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If the district participates in any National School Lunch Program, School Breakfast Program, or provides free milk under the Special Milk Program, the district shall submit to the New Jersey Department of Agriculture a free and reduced price policy statement pursuant to 7 CFR 245.10.

In accordance with 7 CFR 245.1(b), the district shall avoid any policy or practice leading to the overt identification of students receiving free or reduced price meal benefits. Overt identification is any action that may result in a child being recognized as potentially eligible for or certified for free or reduced price school meals. Unauthorized disclosure or overt identification of students receiving free and reduced price meal benefits is prohibited. The district shall ensure that a child's eligibility status is not disclosed at any point in the process of providing free and reduced price meals, including: notification of the availability of free and reduced price benefits; certification and notification of eligibility; provision of meals in the cafeteria; and the point of service. In addition, the district shall ensure students who receive free and reduced price benefits are not overtly identified when they are provided additional services under programs or activities available to low-income students based on their eligibility for free and reduced price meals.

Pursuant to 7 CFR 245.2, disclosure means revealing or using individual student's program eligibility information obtained through the free and reduced price meal or free milk eligibility process for a purpose other than the purpose for which the information was obtained. Disclosure includes, but is not limited to, access, release, or transfer of personal data about students by means of print, tape, microfilm, microfiche, electronic communication, or any other means. It includes eligibility information obtained through the school meals application or through direct certification.

If the district accepts both cash and electronic payments, the district shall ensure students are not overtly identified through the method of payment pursuant to 7 CFR 245.8(b). To the maximum extent practicable, the district must ensure the sale of non-program foods and the method of payment for non-program foods do not inadvertently result in students being identified by their peers as receiving free and reduced price benefits.

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



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E. Meal Charge Program – N.J.S.A. 18A:33-21

The Board of Education provides a meal charge program to permit unsubsidized students in the district to charge for breakfast or lunch. Collection of any payment for a meal charge program account that is in arrears shall be addressed in accordance with provisions of this Policy.

"Unsubsidized student" means a student who is neither categorically eligible nor income-eligible for free or reduced price school meals, and who is, consequently, required to pay for any such meals that are served to the student under the National School Lunch Program or the Federal School Breakfast Program.

The Board of Education recognizes a student may not have breakfast or lunch (meal), as applicable, or money to purchase a meal at school on a school day causing the student's meal charge account to fall into arrears. The district shall contact the student's parent to provide notice of the arrearage and shall provide the parent with a period of ten school days to pay the amount due. If the student's parent has not made full payment by the end of the designated ten school day period, then the district shall again contact the student's parent to provide notice of any action to be taken by the school district in response to the arrearage.

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

A parent's refusal to meet with the Principal or designee or take other steps to resolve the matter may be indicative of more serious issues in the family or household. However, when a parent's routine failure to provide breakfast or lunch is reasonably suspected to be indicative of child neglect,



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the Principal or designee shall immediately report such suspicion to the Department of Children and Families, Division of Child Protection and Permanency as required in N.J.S.A. 9:6-8.10. Such reporting shall not be delayed to accommodate a parent's meeting with the Principal or designee.

A school district shall report at least biannually to the New Jersey Department of Agriculture the number of students who are denied school breakfast or school lunch in accordance with N.J.S.A. 18A:33-21.a.(2) and this Policy.

Nothing in N.J.S.A. 18A:33-21 or this Policy shall be construed to require the district to deny or restrict the ability of an unsubsidized student to access school breakfast or school lunch when the student's school breakfast or school lunch bill is in arrears.

The school or school district shall not:

- 1. Publicly identify or stigmatize an unsubsidized student who cannot pay for a school breakfast or a school lunch or whose school breakfast or school lunch bill is in arrears. (For example, by requiring the student to sit at a separate table or by requiring that the student wear a wristband, hand stamp, or identifying mark, or by serving the student an alternative meal);
- 2. Require an unsubsidized student, who cannot pay for a school breakfast or a school lunch or whose school breakfast or school lunch bill is in arrears to do chores or other work to pay for the school breakfast or school lunch;
- 3. Require an unsubsidized student to discard a school breakfast or school lunch after it has been served because of the student's inability to pay for a school breakfast or school lunch or because money is owed for previously provided meals;



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- 4. Prohibit an unsubsidized student, or sibling of such a student, from attending or participating in non-fee-based extracurricular activities, field trips, or school events, from receiving grades, official transcripts, or report cards, or from graduating or attending graduation events, solely because of the student's unresolved meal debt; or
- 5. Require the parent of an unsubsidized student to pay fees or costs in excess of the actual amounts owed for meals previously served to the student.

If an unsubsidized student owes money for the equivalent of five or more school meals, the Principal or designee shall:

- 1. Determine whether the student is categorically eligible or incomeeligible for free or reduced price meals, by conducting a review of all available records related to the student, and by making at least two attempts, not including the initial attempt made pursuant to N.J.S.A. 18A:33-21.c.(2), to contact the student's parent and have the parent fill out a school meals application; and
- 2. Contact the parent of the unsubsidized student to offer assistance with respect to the completion of the school meals application; and to determine if there are other issues in the household that have caused the student to have insufficient funds to purchase a school breakfast or school lunch; and to offer any other appropriate assistance.

The school district shall direct communications about a student's school breakfast or school lunch bill being in arrears to the parent and not to the student. Nothing in N.J.S.A. 18A:33-21 shall prohibit the school district from sending a student home with a letter addressed to a parent.

Notwithstanding the provisions of N.J.S.A. 18A:33-21 and the provisions of any other law, rule, or regulation to the contrary, an unsubsidized student shall not be denied access to a school meal, regardless of the student's ability to pay or the status of the student's meal arrearages, during any period of time in which the school is making a determination, pursuant to N.J.S.A. 18A:33-21.c., as to whether the student is eligible for, and can be certified to receive, free or reduced price meals.



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

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

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

F. Provision of Meals to Homeless Children – N.J.S.A. 18A:33-21c.

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

G. Provision of School Meals During Period of School Closure - N.J.S.A. 18A:33-27.2

In the event the Board is provided a written directive, by either the New Jersey Department of Health or the health officer of the jurisdiction, to institute a public health-related closure due to the COVID-19 epidemic, the district shall implement a program, during the period of the school closure, to provide school meals, at meal distribution sites designated pursuant to N.J.S.A. 18A:33-27.2.b., to all students enrolled in the district who are either categorically eligible or income-eligible for free or reduced price school meals.

In the event of an emergency closure, as described in N.J.S.A. 18A:33-27.2.a., the district shall identify one or more school meal distribution sites that are walkable and easily accessible to students in the district. The district shall collaborate with county and municipal government officials in identifying appropriate sites. A school meals distribution site may include, but need not be limited to: faith-based locations; community centers, such as YMCAs; and locations in the



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district where meals are made available through a summer meals program. In a district that includes high density housing, the district shall make every effort to identify a school meal distribution site in that housing area.

The district shall identify students enrolled in the district who are categorically eligible or income-eligible for free or reduced price meals, and for whom a school meal distribution site, identified pursuant to N.J.S.A. 18A:33-27.2.b., is not within walking distance. In the case of these students, the district shall distribute the school meals to the student's residence or to the student's bus stop along an established bus route, provided that the student or the student's parent is present at the bus stop for the distribution. Food distributed pursuant to N.J.S.A. 18A:33-27.2.c. may include up to a total of three school days' worth of food per delivery.

The district may use school buses owned and operated by the district to distribute school meals pursuant to N.J.S.A. 18A:33-27.2. If the district does not own and operate its own buses, the district may contract for the distribution of school meals, and these contracts shall not be subject to the public bidding requirements established pursuant to the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq.

The district shall collaborate, as feasible, with other districts and with local government units to implement the emergency meals distribution program, as required by N.J.S.A. 18A:33-27.2, in order to promote administrative and operational efficiencies and cost savings.

School lunches and breakfasts that are made available, through an emergency meals distribution program operating pursuant to N.J.S.A. 18A:33-27.2, shall be provided to eligible students, free of charge, in accordance with the provisions of N.J.S.A. 18A:33-4.a. and N.J.S.A. 18A:33-14a.



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### H. Statement of Compliance

All food service programs shall be operated pursuant to 7 CFR 245, as appropriate, and this Policy.

N.J.S.A. 18A:18A-42.1; 18A:33-4; 18A:33-5; 18A:33-10; 18A:33-10.1; 18A:33-11; 18A:33-11.1; 18A:33-11.2; 18A:33-11.3; 18A:33-14a.; 18A:33-21; 18A:33-21a.; 18A:33-21b1; 18A:33-21c.; 18A:33-23; 18A:33-24; 18A:33-25; 18A:33-26; 18A:33-27.2; 18A:58-7.1; 18A:58-7.2

N.J.A.C. 2:36

N.J.A.C. 6A:23-2.6 et seq.

N.J.A.C. 8:24-2.1 through 7.5

7 C.F.R. 210.1 et seq.

Adopted:



### REGULATION GUIDE

TEACHING STAFF MEMBERS

R 3212/page 1 of 5

Attendance

First Reading: November 278, 2023

Second Reading: December 18, 2023

M

### R 3212 ATTENDANCE

### A. Review of Attendance Data

- A record shall be kept of the attendance of each teaching staff 1. member, including teachers; educational services personnel; administrators; and other certificated staff members. Any absence, for part or all of a school day, shall be recorded along with the reason for the absence. The record will distinguish sick leave, professional days, unpaid leaves of absence, personal leave, bereavement leave, and any other leaves of absences taken by the teaching staff member. The teaching staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent or by Policy and Regulation 1642.01. The teaching staff member's rate of absence shall be calculated at least once per school year and entered on the teaching staff member's attendance record. teaching staff member's attendance record shall be part of the teaching staff member's personnel file.
- 2. A cumulative attendance record shall be assembled for each school in the school district and also for the school district as required by the New Jersey Department of Education.
- 3. An attendance summary shall be prepared from the cumulative attendance record. The attendance summary shall show the rate of absence for each school in the district and also for the school district.

### B. Attendance Reporting and Improvement Plan

### 1. Planning

a. Each absence of a teaching staff member shall be reported by the teaching staff member in accordance with the school district's procedure.



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- b. The absence of a teaching staff member shall be provided to the teaching staff member's Principal or supervisor designated by the Superintendent, as appropriate, who shall determine if a substitute or replacement is required for the period of the absence.
- c. A report of such absences shall also be provided to the Superintendent or designee.
- d. The Principal or supervisor designated by the Superintendent shall determine if an absence requires further verification. Reasons for further verification may include, but are not limited to, the following:
  - (1) A pattern of absences on the same day(s) of the week;
  - (2) A pattern of absences before or after nonworking days;
  - (3) The habitual exhaustion of personal leave.
- e. The Superintendent or designee will meet with Principals and supervisors to discuss attendance records of teaching staff members. The attendance records shall be analyzed for patterns of absences, such as excessive absenteeism in a given department, school, or work place in the school district, among certain groups of teaching staff members, for certain specific causes, or on certain days of the week, month, or year. Specific strategies for reducing the rate of absences shall be developed.

### 2. Implementation

a. The Superintendent or designee or the teaching staff member's Principal or supervisor designated by the Superintendent shall be responsible for implementing a plan for the improvement of teaching staff member attendance.



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- b. The teaching staff member's Principal or supervisor designated by the Superintendent shall encourage the regular attendance of teaching staff members in their workplace, school, or department. The teaching staff member's Principal or supervisor designated by the Superintendent shall maintain contact with absent employees and may confer with teaching staff members who return from an absence of any duration.
- c. The Superintendent shall direct Principals and supervisors designated by the Superintendent to incorporate a teaching staff member's attendance record in the teaching staff member's evaluation.
- d. The teaching staff member's Principal or supervisor designated by the Superintendent shall report to the Superintendent or designee any teaching staff member whom the Principal or supervisor designated by the Superintendent suspects of misusing sick leave or falsifying the reasons for an absence.

### 3. Counseling

- a. The Superintendent, Principal, or supervisor designated by the Superintendent may schedule a conference with a teaching staff member where the number and/or pattern of the teaching staff member's absences or the reasons offered for the teaching staff member's absences may indicate a concern.
- b. Prior to the giving of any admonition, reprimand, or imposition of discipline of any kind, the Superintendent, Principal, or supervisor designated by the Superintendent shall determine the nature of the absences and consider any extenuating circumstances.
- c. A written report of any attendance conference shall be prepared and retained with the teaching staff member's evaluations. The teaching staff member shall be permitted to examine the report and affix their comments, if any, to evaluation reports.



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#### C. Record of Attendance

- 1. A record shall be kept of the attendance of all teaching staff members, including supervisors. Any absence, for part or all of a school day, shall be recorded with the reason for the absence. A teaching staff member's attendance record shall be part of the teaching staff member's personnel file.
- 2. The record will distinguish sick leave; professional days; unpaid leaves of absences; personal leave; bereavement leave; and any other leaves taken by the teaching staff member. The teaching staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent, Policy 1642.01, or any other law or Board policy.
- 3. A teaching staff member's rate of absence shall be calculated at least once per school year and entered on the teaching staff member's attendance record.
- 4. At the end of each school year, the Superintendent of Schools, Principals, and teaching staff members' supervisors designated by the Superintendent will review attendance records for teaching staff members.

### D. Attendance Improvement Plan

- 1. The attendance record prepared for teaching staff members shall be analyzed for patterns of absence, such as excessive absenteeism in a given school or work place, among certain groups of employees, for certain specific causes, or on certain days of the week, month, or year.
- 2. Specific strategies for reducing the rate of absences shall be developed.
- 3. The Superintendent shall designate an administrator or supervisor to be responsible for implementing the approved plan for the improvement of teaching staff member attendance in the school district and in schools in the district.



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4. The record of a conference(s) dealing with excessive absenteeism may serve as an element in the evaluation of any teaching staff member's performance.

#### E. In-Service Training

- 1. The teaching staff member's Principal or supervisor designated by the Superintendent shall meet with teaching staff members at the beginning of each school year to:
  - a. Inform teaching staff members of Board policy and district regulations on attendance;
  - b. Familiarize employees with the procedures to be used in requesting, reporting, and verifying absences; and
  - c. Acquaint teaching staff members with the degree to which attendance will affect evaluation reports.

Issued:



SUPPORT STAFF MEMBERS

R 4212/page 1 of 5

Attendance

First Reading: November 27, 2023

Second Reading: December 18, 2023

M

#### R 4212 ATTENDANCE

#### A. Review of Attendance Data

- A record shall be kept of the attendance of each support staff 1. member, including secretarial staff; maintenance and custodial staff; food service staff; other support staff members, and staff members that supervise support staff members. Any absence, for part or all of a school day, shall be recorded along with the reason The record will distinguish sick leave, for the absence. professional days, unpaid leaves of absence, personal leave, bereavement leave, and any other leaves of absences taken by the support staff member. The support staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent or by Policy and Regulation 1642.01. The support staff member's rate of absence shall be calculated at least once per school year and entered on the support staff member's attendance record. support staff member's attendance record shall be part of the support staff member's personnel file.
- 2. A cumulative attendance record shall be assembled for each department or classification of employees in the school district.
- 3. An attendance report shall be prepared from the cumulative attendance record. The attendance summary shall show the rate of absence for a department and/or classification of employee.

### B. Attendance Reporting and Improvement Plan

- 1. Planning
  - a. Each absence of a support staff member shall be reported by the support staff member in accordance with the school district's procedure.



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- b. The absence of a support staff member shall be provided to the support staff member's Principal or supervisor designated by the Superintendent, as appropriate, who shall determine if a substitute or replacement is required for the period of the absence.
- c. A report of such absences shall also be provided to the Superintendent or designee.
- d. The supervisor designated by the Superintendent shall determine if an absence requires further verification. Reasons for further verification may include, but are not limited to, the following:
  - (1) A pattern of absences on the same day(s) of the week;
  - (2) A pattern of absences before or after nonworking days:
  - (3) The habitual exhaustion of personal leave.
- e. The Superintendent or designee will meet with the support staff member supervisors to discuss attendance records of support staff members. The attendance records shall be analyzed for patterns of absences, such as excessive absenteeism in a given department, school, or work place in the school district, among certain groups of support staff members, for certain specific causes, or on certain days of the week, month, or year. Specific strategies for reducing the rate of absences shall be developed.

### 2. Implementation

a. The Superintendent or designee or the support staff member's supervisor designated by the Superintendent, shall be responsible for implementing a plan for the improvement of support staff member attendance.



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- b. The support staff member's supervisor designated by the Superintendent shall encourage the regular attendance of the support staff members in their workplace, school, or department. The support staff member's supervisor designated by the Superintendent shall maintain contact with absent employees and may confer with support staff members who return from an absence of any duration.
- c. The Superintendent shall direct support staff member supervisors to incorporate a support staff member's attendance record in the support staff member's evaluation.
- d. The support staff member's supervisor designated by the Superintendent shall report to the Superintendent or designee any support staff member whom the supervisor suspects of misusing sick leave or falsifying the reasons for an absence.

#### 3. Counseling

- a. The Superintendent or supervisor designated by the Superintendent may schedule a conference with a support staff member where the number and/or pattern of the support staff member's absences or the reasons offered for the support staff member's absences may indicate a concern.
- b. Prior to the giving of any admonition, reprimand, or imposition of discipline of any kind, the Superintendent or supervisor designated by the Superintendent shall determine the nature of the absences and consider any extenuating circumstances.
- c. A written report of any attendance conference shall be prepared and retained with the support staff member's evaluations. The support staff member shall be permitted to examine the report and affix their comments, if any, to evaluation reports.



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#### C. Record of Attendance

- 1. A record shall be kept of the attendance of all support staff members, including supervisors. Any absence, for part or all of a school day, shall be recorded with the reason for the absence. A support staff member's attendance record shall be part of the employee's personnel file.
- 2. The record will distinguish sick leave; professional days; unpaid leaves of absences; personal leave; bereavement leave; and any other leaves taken by the support staff member. The support staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent, Policy 1642.01, or any other law or Board policy.
- 3. A support staff member's rate of absence shall be calculated at least once per school year and entered on the support staff member's attendance record.
- 4. At the end of each school year, the Superintendent, School Business Administrator/Board Secretary, and support staff members' supervisors will review attendance records for support staff members.

### D. Attendance Improvement Plan

- 1. The attendance record prepared for support staff members shall be analyzed for patterns of absence, such as excessive absenteeism in a given school or work place, among certain groups of employees, for certain specific causes, or on certain days of the week, month, or year.
- 2. Specific strategies for reducing the rate of absences shall be developed.
- 3. The Superintendent shall designate an administrator or supervisor to be responsible for implementing the approved plan for the improvement of support staff member attendance in the school district.



SUPPORT STAFF MEMBERS R 4212/page 5 of 5 Attendance

4. The record of a conference(s) dealing with excessive absenteeism may serve as an element in the evaluation of any support staff member's performance.

#### E. In-Service Training

- 1. The School Business Administrator/Board Secretary or supervisor designated by the Superintendent shall meet with support staff members at the beginning of each school year to:
  - a. Inform support staff members of Board policy and district regulations on attendance;
  - b. Familiarize employees with the procedures to be used in requesting, reporting, and verifying absences;
  - c. Acquaint support staff members with the degree to which attendance will affect evaluation reports.

Issued:



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Education of Homeless Children and Youths

First Reading: November 27, 2023

Second Reading: December 18, 2023

#### R 5116 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

#### A. Definitions – N.J.A.C. 6A:17-1.2

- 1. "Best interest determination" means the school placement decision made by Division of Child Protection and Permanency (DCP&P) based on the factors considered, as set forth at N.J.S.A. 30:4C-26b.
- 2. "Career or technical education" or "CTE" means as defined in N.J.A.C. 6A:19-1.2.
- 3. "DCP&P" means the Division of Child Protection and Permanency, which is a division in the New Jersey Department of Children and Families (DCF) that is responsible for the placement of children in resource family care, pursuant to N.J.S.A. 30:4C-26b.
- 4. "Educational stability school district notification" means the notification provided by DCP&P to the school district, pursuant to N.J.S.A. 30:4C-26b.h.
- 5. "Enroll" or "enrollment" means attending classes and participating fully in school activities.
- 6. "Homeless child" means a child or youth who lacks a fixed, regular, and adequate residence, pursuant to N.J.S.A. 18A:7B-12, N.J.A.C. 6A:17-2.2, and B. below.
- 7. "Immediate" or "immediately" means at the instant the need for placement is made known.
- 8. "Parent" means the natural or adoptive parent, legal guardian, resource family care parent, surrogate parent, or person acting in the place of a parent, such as the person with whom the child legally resides or a person legally responsible for the child's welfare.



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- 9. "Point of contact" means the employee identified in each school district who facilitates all activities needed to ensure enrollment and attendance of children in resource family care.
- 10. "Resource family care" means twenty-four-hour substitute care for children placed away from their parent(s) and for whom DCP&P has placement and care responsibility. The term is synonymous with "foster care" as defined in the Federal Elementary and Secondary Education Act (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), and includes "resource family home" found elsewhere in the New Jersey Administrative Code and in the New Jersey Statutes Annotated.
- 11. "School district liaison for the education of homeless children and youths" means the person identified in each school district who facilitates all activities needed to ensure the enrollment and attendance of homeless children and youths.
- "School district of residence" for a homeless child or youth means 12. the school district in which the parent of a homeless child or youth resided prior to becoming homeless. It may not be the school district in which the student currently resides. This term is synonymous with "school district or origin" referenced in the McKinney-Vento Homeless Education Assistance Act. "School district of residence" for a student in a State facility means the school district in which the parent with whom the student lived prior to placement in a State facility currently resides, pursuant to N.J.S.A. 18A:7B-12.b. In the case of a child placed in resource family care prior to September 9, 2010, in accordance with N.J.S.A. 18A:7B-12, the "school district of residence" means the school district in which the resource family care parent(s) resides. In the case of a child placed in resource family care on or after September 9, 2010, in accordance with N.J.S.A. 18A:7B-12, the "school district of resident" means the present school district of residence of the parent(s) with whom the child lived prior to the most recent placement in resource family care.

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- 13. "School of origin" for a child in resource family care means the school district in which a child was enrolled prior to a change in the child's care, custody, or guardianship. If a child's resource family care placement changes, the school or origin would then be considered the school district in which the child is enrolled at the time of the placement change.
- 14. "State agency" means the New Jersey Department of Human Services, the New Jersey Department of Correction, the New Jersey Department of Children and Families, or the New Jersey Juvenile Justice Commission.
- 15. "State facility" means residential and day programs operated by, contracted with, or specified by the New Jersey Department of Human Services, the New Jersey Department of Correction, the New Jersey Department of Children and Families, or the New Jersey Juvenile Justice Commission.
- 16. "Transitional living facility" means a temporary facility that provides housing to a child due to domestic violence, pursuant to N.J.S.A. 18A:7B-12.1.
- 17. "Unaccompanied youth" means a youth not in the physical custody of a parent at the time of enrollment.
- B. Determination of Homelessness N.J.A.C. 6A:17-2.2
  - 1. The Board of Education for the school district of residence shall determine that a child or youth is homeless for the purposes of N.J.A.C. 6A:17-2, Policy 5116, and this Regulation when the child or youth resides in any of the following:
    - A publicly or privately operated shelter designed to provide temporary living accommodations, including: hotels or motels; congregate shelters, including domestic violence and runaway shelters; transitional housing; and homes for adolescent mothers;
    - b. A public or private place not designated for or ordinarily used as a regular sleeping accommodation, including: cars or other vehicles including mobile homes; tents or other



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temporary shelters; parks; abandoned buildings; bus or train stations; or temporary shelters provided to migrant workers and their children on farm sites;

- c. The residence of relatives or friends where the homeless child or youth resides out of necessity because their family lacks a regular or permanent residence of its own; or
- d. Substandard housing.
- C. Responsibilities of the School District of Residence N.J.A.C. 6A:17-2.3
  - 1. The school district of residence for a homeless child or youth shall be responsible for the education of the child and shall:
    - a. Determine the school district in which the child shall be enrolled after consulting with the parent pursuant to N.J.A.C. 6A:17-2.5 and E. below;
    - b. Pay the cost of tuition pursuant to N.J.S.A. 18A:38-19, when the child attends school in another school district; and
    - c. Provide for transportation for the child pursuant to N.J.A.C. 6A:27-6.2.
  - 2. The determination of the homeless child's or youth's school district of residence shall be made by the Superintendent of the school district of residence or designee, pursuant to N.J.A.C. 6A:17-2.4 and D. below based upon information received from the parent, a shelter provider, another school district, or an involved agency.
  - 3. The school district identified in accordance with N.J.S.A. 18A:7B-12 as the school district of residence for a homeless child or youth shall be the school district of residence until the parent establishes a permanent residence. Financial responsibility will remain with the homeless child's school district of residence until the family is deemed domiciled in another jurisdiction, pursuant to N.J.S.A. 18A:38-1.d.



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- D. Designation of School District Liaisons and Their Responsibilities N.J.A.C. 6A:17-2.4
  - 1. The Superintendent identifies School Business Administrator/Board Secretary as the school district liaison for the education of homeless children or youths. The school district liaison shall:
    - a. Facilitate communication and cooperation between the school district of residence and the school district where the homeless child or youth resides;
    - b. Develop procedures to ensure a homeless child or youth residing in the school district is enrolled and attending school pursuant to N.J.A.C. 6A:17-2.5 and E. below;
    - c. Ensure homeless families, children, and youths receive educational services for which they are eligible, including Head Start programs, preschool programs administered by the Board, and referrals to health care, dental, mental health, and other appropriate services;
    - d. Inform parents of homeless children and youths of the educational and related opportunities available to their children and ensure that parents are provided with meaningful opportunities to participate in the education of their children;
    - e. Ensure that public notice of the educational rights of homeless children and youths is disseminated where such children receive services, such as schools, family shelters, and soup kitchens;
    - f. Ensure enrollment disputes are resolved pursuant to N.J.A.C. 6A:17-2.7 and G. below;
    - g. Ensure the parent of a homeless child or youth, or any unaccompanied youth, is fully informed of all transportation services, including transportation to the



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school district of residence, and is assisted in accessing transportation to the school selected under N.J.A.C. 6A:17-2.5 and E. below;

- h. Assist the parent to obtain the homeless child's or youth's medical records or required immunizations; and
- i. Assist an unaccompanied youth to ensure the youth is enrolled in, and is receiving, all services pursuant to N.J.A.C. 6A:17, Policy 5116, and this Regulation.
- 2. When a homeless child or youth resides in a school district, the school district liaison shall notify the liaison of the school district of residence within twenty-four hours of receiving notification from the parent, a shelter director, or an involved agency.
- 3. Upon notification of the need for enrollment of a homeless child or youth, the liaison in the school district of residence shall coordinate enrollment procedures immediately based upon the best interest of the child, pursuant to N.J.A.C. 6A:17-2.5(b) and E.2. below.
- E. School District Enrollment N.J.A.C. 6A:17-2.5
  - 1. The Superintendent of the school district of residence or designee shall decide in which school district the homeless child or youth shall be enrolled as follows:
    - a. Enroll the homeless child or youth in the school district of residence to the extent feasible, except when doing so is contrary to the wishes of the homeless child's or youth's parent;
    - b. Continue the homeless child's or youth's education in the school district of last attendance if it is not the school district of residence; or
    - c. Enroll the homeless child in the school district where the child resides.



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- 2. The Superintendent of the school district of residence or designee shall decide the school district of enrollment of a homeless child or youth based on what is determined to be in the best interest of the child or youth after considering:
  - a. The enrollment of the homeless child or youth in the school district of residence to the extent feasible, except when doing so is contrary to the wishes of the child's or youth's parent.
  - b. The continuity of the child's educational program;
  - c. The eligibility of the child for special instructional programs, including, but not limited to, bilingual, gifted and talented, special education, early childhood, and career and technical education programs; and
  - d. The distance, travel time, and safety factors in coordinating transportation services from the residence to the school.
- 3. The Superintendent of the school district of residence or designee shall determine the child's or youth's school district of enrollment immediately after consultation with the parent. The school district of residence shall adhere to the following procedures:
  - a. Enrollment decisions shall be made immediately upon notification of the need for enrollment. When the decision is made, the child or youth shall be enrolled immediately. If a dispute arises regarding enrollment of a homeless child or youth, the homeless child or youth shall be immediately enrolled in the school district in which enrollment is sought by the parent, pending resolution of the dispute pursuant to N.J.A.C. 6A:17-2.7 and G. below.
  - b. Consultation with the parent regarding the enrollment decision and the right to appeal the decision shall be documented in writing.
  - c. A decision to enroll a homeless child or youth in a school district other than the school district of residence or the



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school district requested by the parent shall be explained in writing and provided to the parent.

- 4. When a decision is made to enroll the child or youth in a school district other than the school district of residence, the Superintendent or designee of the school district of residence shall forward to the new school district all relevant school and health records consistent with the provisions of N.J.A.C. 6A:32-7.
- 5. When a homeless child or youth with a disability is enrolled in a school district other than the school district of residence, the school district of enrollment shall treat the student as a transfer student pursuant to N.J.A.C. 6A:14, Special Education.
- 6. When the school district of residence for a homeless child or youth cannot be determined, the Superintendent or designee of the school district in which the child or youth currently resides shall enroll the child or youth immediately in the school district of the current residence or the school district of last attendance.
- 7. The school district selected pursuant to N.J.A.C. 6A:17-2, Policy 5116, and this Regulation shall immediately enroll the homeless child or youth, even if the child or youth is unable to produce records normally required for enrollment such as previous academic records, medical records, proof of residency, or other documentation.
- 8. Enrollment in the school district of residence; enrollment in the school district of last attendance, if not the school district of residence; or enrollment in the school district where the child or youth resides shall continue for the duration of homelessness, including when a family becomes homeless between academic years, and also for the remainder of the academic year if the homeless child or youth becomes permanently housed during the academic year.
- F. Parental Rights N.J.A.C. 6A:17-2.6
  - 1. Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2, Policy 5116, and this Regulation.



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- G. Disputes and Appeals N.J.A.C. 6A:17-2.7
  - When a dispute occurs regarding the determination of 1. homelessness or the determination of the school district of enrollment made by the school district of residence, the Superintendent(s) or designee(s) of the involved school district(s) or the child's or youth's parent(s) shall immediately notify the Executive County Superintendent. In consultation with the New Jersey Department of Education's (NJDOE) McKinney-Vento Homeless Education Coordinator or the Coordinator's designee, the Executive County Superintendent shall immediately decide the child's or youth's status. If a dispute remains between the parent and the involved school district(s) following the Executive County Superintendent's determination, the parent or the involved district Board(s) of Education may appeal to the Commissioner of Education for a determination pursuant to N.J.A.C. 6A:3, Controversies and Disputes.
  - 2. When a school district designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent. The Executive County Superintendent shall make a determination immediately, if possible, but no later than within forty-eight hours and, when necessary, in consultation with the NJDOE's Homeless Education Coordinator, or the Coordinator's designee.
    - a. If the dispute regarding determination of the school district of residence does not involve the determination of homelessness and/or school district of enrollment, the school district disputing the Executive County Superintendent's determination may appeal to the NJDOE pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f), and request a determination from the Division of Finance.



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- b. If an appeal of a determination of the school district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner pursuant to N.J.A.C. 6A:3, Controversies and Disputes.
- 3. Any dispute or appeal shall not delay the homeless child's or youth's immediate enrollment or continued enrollment in the school district. The homeless child or youth shall be enrolled in the school district in which enrollment or continued enrollment is sought by the parent, pending resolution of the dispute or appeal.
- 4. Disputes and appeals involving the services provided to a homeless child or youth with a disability shall be made pursuant to N.J.A.C. 6A:14.

### H. Tuition – (N.J.A.C. 6A:17-2.8)

- 1. When the homeless child or youth is enrolled in a school district other than the school district of residence, the school district of residence shall pay to the school district of enrollment the tuition costs pursuant to N.J.S.A. 18A:38-19 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence or the school district in which the parent has been deemed domiciled shall pay tuition to the school district of enrollment.
- 2. The school district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence or the school district in which the parent has been deemed domiciled shall list the student on its ASSA.



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- 3. The State shall assume fiscal responsibility for the tuition of the child or youth pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child or youth is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d., under the following circumstances:
  - a. If the school district of residence cannot be determined for the homeless child or youth;
  - b. If the school district of residence is outside of the State; or
  - c. If a child or youth resides in a domestic violence shelter, homeless shelter, or transitional living facility located in a school district other than the school district of residence for more than a year during the placement pursuant to N.J.S.A. 18A:7B-12.d. and 12.1.
- 4. When the State assumes fiscal responsibility for the tuition of a homeless child or youth under the circumstances at N.J.A.C. 6A:17-2.8(c) and H.3. above, the State shall pay to the school district in which the child or youth is enrolled the weighted base per pupil amount calculated pursuant to N.J.S.A. 18A:7F-49 and the appropriate security and special education categorical aids per pupil pursuant to N.J.S.A. 18A:7F-55 and 56.

Issued:



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Sick Leave

First Reading: November 27, 2023 Second Reading: December 18, 2023

#### 1642.01 <u>SICK LEAVE</u>

The Board of Education shall grant sick leave in accordance with N.J.S.A. 18A:30-2. All persons holding any office, position, or employment in the school district, who are steadily employed by the Board or who are protected by tenure in their office, position, or employment under the provisions of this or any other law, except persons in the classified service of the civil service under Title 11, Civil Service, of the Revised Statutes shall be allowed sick leave in accordance with N.J.S.A. 18A:30-2.

Pursuant to N.J.S.A. 18A:30-1.a., sick leave is defined as the absence from an employee's post of duty, for any of the following reasons:

- 1. The employee is personally ill or injured;
- 2. For diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- 3. For the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- 4. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:
  - Medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
  - b. Services from a designated domestic violence agency or other victim services organization;



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- c. Psychological or other counseling;
- d. Relocation; or
- e. Legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- 5. The death of a family member for up to seven days;
- 6. To attend a child's school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability;
- 7. The school or place of care of a child of the employee is closed by order of a public official or because of a state of emergency declared by the Governor due to an epidemic or other public health emergency;
- 8. The employee has been exposed to a contagious disease or is quarantined for the disease in the employee's immediate household.

N.J.S.A. 18A:30-1, this Policy, and Regulation 1642.01 shall not supersede any law providing collective bargaining rights for school district employees, and shall not reduce, diminish, or adversely affect an employee's collective bargaining rights pursuant to N.J.S.A. 18A:30-1.b.

The Board reserves the right to require of any employee who claims sick leave sufficient proof in accordance with N.J.S.A. 18A:30-4 and Section C. of Regulation 1642.01.



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The Superintendent or designee will prepare rules for the administration of N.J.S.A. 18A:30-1, N.J.S.A. 18A:30-4, this Policy, and Regulation 1642.01, which shall be binding on all employees.

The Superintendent or designee will submit to the Board the names of those employees absent for non-compensable cause or whose claim for sick leave pay cannot be justified. The willful misuse of sick leave may be subject to discipline.

29 U.S.C. 2601 et seq. N.J.S.A. 18A:30-1; 18A:30-2; 18A:30-4

Adopted:



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School Threat Assessment Teams First Reading: November 27, 2023

Second Reading: December 18, 2023

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### 2419 SCHOOL THREAT ASSESSMENT TEAMS

The Board of Education shall establish a threat assessment team at each school in the district pursuant to N.J.S.A. 18A:17-43.4. The purpose of a threat assessment team shall be to provide school teachers, administrators, and other staff with assistance in identifying students of concern, assessing those students' risk for engaging in violence or other harmful activities, and delivering intervention strategies to manage the risk of harm for students who pose a potential safety risk, to prevent targeted violence in the school, and ensure a safe and secure school environment that enhances the learning experience for all members of the school community.

Threat assessment teams established pursuant to N.J.S.A. 18A:17-43.4.a., this Policy, and Regulation 2419 must be multidisciplinary in membership and, to the extent possible, must include the following individuals:

- 1. A school psychologist, school counselor, school social worker, or other school employee with expertise in student counseling;
- 2. A teaching staff member;
- 3. A Principal or other senior school administrator;
- 4. A safe schools resource officer or school employee who serves as a school liaison to law enforcement; and
- 5. The school safety specialist designated pursuant to N.J.S.A. 18A:17-43.3. and Policy 7440, in the event that the school safety specialist is not already a school administrator or school employee required to be a part of the threat assessment team pursuant to N.J.S.A. 18A:17-43.4.

Additional school employees may serve as regular members of the threat assessment team or may be consulted during the threat assessment process, as determined to be appropriate by the team.



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Nothing contained in N.J.S.A. 18A:17-43.4 shall be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the effective date pursuant to N.J.S.A. 18A:17-43.3 (August 1, 2022).

This Policy and Regulation 2419, pursuant to N.J.S.A. 18A:17-43.5, are aligned with the Guidance on the Establishment of Behavioral Threat Assessment and Management Teams (BTAM) 2023 (Guidance) developed by the New Jersey Department of Education (NJDOE) pursuant to N.J.S.A. 18A:17-43.6.

The school district shall structure the threat assessment teams to best meet the needs and resources available, which may include school-based teams and/or district-level teams.

The Superintendent or designee will build a behavioral threat assessment and management program that will: establish a multi-disciplinary team; define prohibited and concerning behaviors; create a central reporting mechanism; define a threshold for law enforcement intervention; establish threat assessment procedures; develop risk management options; create and promote safe school climates; and conduct training for all stakeholders.

The threat assessment and management process will include: the threat assessment team's actions when first learning of a new report or threat; screening the case; gathering information; organizing and analyzing information; making the assessment; developing and implementing a case management/intervention plan; re-assessing and case monitoring; and documenting and closing the case.

When assessing a student whose behavior may pose a threat to the safety of the school community, in the case of a student with an Individualized Education Program (IEP) or 504 Plan, the threat assessment team shall consult with the IEP team or 504 team to determine whether the aberrant behavior is a threat to school safety and is being properly addressed in a manner that is required by N.J.A.C. 6A:14 and all Federal and State special education laws.

Each member of the threat assessment team must attend training in accordance with N.J.S.A. 18A:17-43.4, this Policy, and Regulation 7440 that is consistent with the Guidance developed by the NJDOE pursuant to N.J.S.A. 18A:17-43.6. Training must be coordinated with the New Jersey Department of Education, Office of School Preparedness and Emergency Planning (OSPEP). The training shall ensure the threat assessment team is able to accurately assess student behavior and to ensure that threat assessment teams do not have a disparate



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impact on students based on their race, ethnicity, homelessness status, religious belief, gender, gender identity, sexual orientation, or socioeconomic status. The training shall, at a minimum, include training on adverse childhood experiences, childhood trauma, cultural competency, and implicit bias.

Should a threat assessment team become aware of an allegation of HIB when considering or conducting assessments, they must follow Policy 5512 – Harassment, Intimidation, or Bullying for addressing allegations of HIB in alignment with the Anti-Bullying Bill of Rights Act.

Should a threat assessment team become aware of a bias-related act, the team should implement Policy and Regulation 8465 – Bias Crimes and Bias-Related Acts on reporting bias-related acts to law enforcement in accordance with the Memorandum of Agreement Between Education and Law Enforcement Officials and Policy and Regulation 9320 – Cooperation With Law Enforcement Agencies.

Questions and concerns about Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) protections often arise as part of the threat assessment planning process. The threat assessment teams must understand how to balance the safety of the school with the privacy of individual students. These laws should not be an impediment to threat assessment and management.

N.J.S.A. 18A:17-43.3; 18A:17-43.4; 18A:17-43.5; 18A:17-43.6 Guidance on the Establishment of Behavioral Threat Assessment and Management Teams (BTAM) 2023

Adopted: July 31, 2023



ADMINISTRATION R 1642.01/page 1 of 7 Sick Leave

First Reading: November 27, 2023 Second Reading: December 18, 2023

#### R 1642.01 SICK LEAVE

- A. Definitions N.J.S.A. 18A:30-1.c. and 18A:30-4.i.
  - 1. "Certified Domestic Violence Specialist" means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.
  - 2. "Child" means a biological, adopted or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.
  - 3. "Designated domestic violence agency" means a county-wide organization whose primary purpose is to provide services to victims of domestic violence and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.
  - 4. "Domestic or sexual violence" means stalking, any sexually violent offense, as defined in N.J.S.A. 30:4-27.26, or domestic violence as defined in N.J.S.A. 2C:25-19 and N.J.S.A. 17:29B-16.
  - 5. "Family member" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.
  - 6. "Health care professional" means any person licensed under Federal, State, or local law or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional including, but not limited to, doctors, nurses, and emergency room personnel.



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- 7. "Supervisor" means the building or district administrative staff member designated by the Superintendent who is responsible for supervising the employee.
- B. Eligibility for Sick Leave N.J.S.A. 18A:30-1
  - 1. Sick leave is defined as the absence from an employee's post of duty, for any of the following reasons:
    - a. The employee is personally ill or injured;
    - b. For diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
    - c. For the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
    - d. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:
      - (1) Medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
      - (2) Services from a designated domestic violence agency or other victim services organization;
      - (3) Psychological or other counseling;
      - (4) Relocation; or



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- (5) Legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- e. The death of a family member for up to seven days;
- f. To attend a child's school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability;
- g. The school or place of care of a child of the employee is closed by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency; or
- h. The employee has been exposed to a contagious disease or is quarantined for the disease in the employee's immediate household.
- 2. N.J.S.A. 18A:30-1, Policy 1642.01, and this Regulation shall not supersede any law providing collective bargaining rights for school district employees and shall not reduce, diminish, or adversely affect an employee's collective bargaining rights.
- C. Physician's Certificate Required for Sick Leave N.J.S.A. 18A:30-4
  - 1. In case of sick leave claimed due to personal illness or injury, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave.



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- 2. If an employee's need to use sick leave as defined pursuant to N.J.S.A. 18A:30-1 and B. above is foreseeable, the Board may require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and the employee shall make a reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt the operations of the Board.
- 3. If the reason for the leave is not foreseeable, the Board of Education may require an employee to give notice of the intention as soon as practicable, provided the Board of Education has notified the employee of this requirement.
- 4. The Board may prohibit an employee from using foreseeable sick leave on certain dates, and require reasonable documentation if sick leave that is not foreseeable is used during those dates.
- 5. In case of sick leave claimed for three or more consecutive days, the Board may require reasonable documentation that the leave is being taken for a purpose permitted pursuant to N.J.S.A. 18A:30-1.a. and B.1. above.
- 6. If the leave is permitted under N.J.S.A. 18A:30-1.a.(2) or (3) and B.1.b. or c. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, the number of days of leave, shall be considered reasonable documentation.
- 7. If the leave is permitted under N.J.S.A. 18A:30-1.a.(4) and B.1.d. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence:
  - a. Medical documentation;
  - b. A law enforcement agency record or report;
  - c. A court order;



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- d. Documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense;
- e. Certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or
- f. Other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
- 8. If the leave is permitted under N.J.S.A. 18A:30-1.a.(7) and B.1.g. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.

### D. Sick Leave Charges

- 1. An employee who is absent prior to working ½ of their contractual work day shall be charged a full sick day if the employee's reason for absence is covered by N.J.S.A. 18A:30-1.
- 2. A sick leave day once commenced may be reinstated as a working day only with the approval of the Superintendent or designee.
- 3. An employee absent on sick leave on a day when the school is closed early for emergency reasons will be charged with a full sick leave day.
- 4. An employee scheduled for a sick leave absence on a day on which the schools do not open because of an emergency will not be charged with a sick leave day.

### E. Readmission After Disability

1. An employee absent on sick leave, covered under N.J.S.A. 18A:30-1.a.(1); (2); and (8) and B.1.a.; b.; and h., for more than five consecutive working days who wishes to return to work shall



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submit the signed statement of their physician or institution indicating the employee's fitness to perform their duties.

- 2. The Board may, at its discretion, require the employee submit to an examination by a physician or institution designated by the Board to confirm the information submitted by the employee's physician or institution.
  - a. The Board shall bear the cost of the examination if the examination is performed by a physician or institution designated by the Board.
- 3. If the results of the examination conducted pursuant to paragraph E.2. above are inconsistent with the statement of the employee's physician in E.1. above, the employee and the Board shall agree to a third physician or institution to conduct the examination. The Board shall bear the cost of this third examination.

### F. Accumulation of Sick Leave

1. If any employee requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years in accordance with N.J.S.A. 18A:30-3.

#### G. Exhaustion of Sick Leave

- 1. The Superintendent or designee shall monitor employee accumulated sick leave and charge an employee's accumulated sick leave.
  - a. Sick leave will be charged, first, to the sick leave newly available in the employee's current contract year and, when that sick leave entitlement is exhausted, to the employee's accumulated sick leave.
- H. Records



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- 1. The personnel file of each person employed by this district will include an accurate record of the employee's use and accumulation of sick leave days.
  - a. The Superintendent or designee will maintain the employee's record of accumulated sick leave in accordance with Policy 1642.01 and this Regulation.
- 2. Each employee's attendance record will record the reason for any absence.

Issued:



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School Threat Assessment Teams

First Reading: November 27, 2023

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#### R 2419 SCHOOL THREAT ASSESSMENT TEAMS

#### A. Definitions

- 1. "Aberrant behavior" means behavior atypical for the person or situation and causes concern for the safety or well-being of those involved. Aberrant behavior for an individual involves actions, statements, communications, or responses that are unusual for the person or situation; or actions which could lead to violence toward self or others; or are reasonably perceived as threatening or causing concern for the well-being of the person.
- 2. "Behavioral Threat Assessment and Management (BTAM)" means a proactive approach to identify, assess, and provide appropriate interventions and resources for individuals who display a behavior that elicits concern for the safety of themselves or others. (U.S. Secret Service National Threat Assessment Center.)
- 3. "Concerning behavior" means an observable behavior that elicits concerns in bystanders regarding the safety of an individual or those around them. Behaviors that may elicit concern can include unusual interests in violent topics, conflicts between classmates, increased anger, increased substance use, or other noteworthy changes in behavior (e.g., depression or withdrawal from social Some concerning behaviors may be defined as prohibited behaviors and should trigger an immediate response. Prohibited behaviors can include threats, weapons violations, and other aggressive or violent behavior. Concerning behavior does not necessarily imply or predict that an individual or group will become violent. Instead, it serves as an indicator that the student may be in need of intervention or increased supports. Proactive intervention and de-escalation are key and should be part of any approach to violence prevention.



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- "Concerning communication" means unusual, bizarre, threatening, 4. or violent communication made by an individual or a group that elicit concerns for the safety or wellbeing of the individual or Concerning communication may allude to violent intentions, violence as a means to solve a problem, justifying violent acts, unusual interest in weapons, personal grievances, or other inappropriate interests. Concerning communications may to hopelessness or suicide. Concerning allude communications may be made in the form of written or oral statements, gestures, or visual/electronic media. Communications may be considered concerning regardless of whether a direct verbal threat is expressed. Concerning communication does not necessarily imply or predict that an individual or group will become violent. Instead, it serves as an indicator that the student may be in need of intervention or increased supports. Proactive intervention and de-escalation are key and should be part of any approach to violence prevention.
- 5. "Multidisciplinary Threat Assessment Team" means a team composed of highly trained school personnel with diverse positions, backgrounds, and experience. The team will receive reports about a concerning person and situations, gather additional information, assess the risk posed to the community, and develop intervention and management strategies to mitigate any risk of harm.
- 6. "Targeted violence" means a premeditated act of violence directed at a specific individual, group, or location regardless of motivation and generally unrelated to other criminal activity.
- B. Multidisciplinary Threat Assessment Team
  - 1. Threat Assessment Team Members
    - a. In accordance with N.J.S.A. 18A:17-43.4, the threat assessment team established by the Board of Education shall be multidisciplinary in membership and, to the extent possible, must include the following individuals:
      - (1) A Principal or other senior school administrator;



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- (2) A school psychologist, school counselor, school social worker, or other school employee with expertise in student counseling;
- (3) A safe-schools resource officer or school employee who serves as a school liaison to law enforcement;
- (4) The school safety specialist (designated pursuant to N.J.S.A. 18A:17-43.3); and
- (5) A teaching staff member.
- b. Additional school employees may serve as regular members of the threat assessment team or may be consulted during the threat assessment process, as determined to be appropriate by the team. If a student has an Individualized Education Program (IEP), 504 plan, and/or functional behavioral assessment (FBA) plan, the threat assessment team must consult with the appropriate staff or team to determine whether the reported behavior is already part of known baseline behavior or is already being managed under the student's IEP, 504 plan, or FBA plan and addressed in a manner that is required by N.J.A.C. 6A:14 and all other Federal and State special education laws.
- c. The district may choose to name the threat assessment team in a manner that suits the school community needs.
- 2. Threat Assessment Team Structure
  - a. The district can structure the threat assessment teams to best meet the needs and resources available. This may include:
    - (1) School-Based Teams: The district may opt to develop teams for each school comprised of those members fulfilling the assigned roles identified in the law in each of its schools.



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- (2) District-Level Team: The district may choose to develop one central team designated to serve each school in cases where staffing at individual schools is not sufficient to meet the membership requirements of the law. In such cases, the district may choose to operate smaller teams trained in the threat assessment process in each school, which can screen cases to determine which situations to refer to the District-Level Team. If the district uses this model, the district must ensure representation of those staff members from the involved school as identified by the law to the fullest extent possible when conducting an assessment.
- (3) District-Level Team and School-Based Teams: The district may have one central team that provides oversight, consistency, and accountability for all threat assessment processes including threats impacting the entire district. School-Based Teams address cases in each school building, while ensuring all information is shared with the District-Level Team.
- C. Building a K-12 Behavioral Threat Assessment and Management Program

The district shall implement the following steps in developing a Behavioral Threat Assessment and Management Program.

- 1. Step 1: Establish a Multidisciplinary Team
  - a. Identify team membership pursuant to N.J.S.A. 18A:17-3.4.
  - b. Designate a team leader.
  - c. Establish team procedures and protocols.
  - d. Meet on a regular basis and as needed.



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- 2. Step 2: Define Prohibited and Concerning Behaviors
  - a. Establish policy defining prohibited behaviors
    - (1) These definitions should be included in the code of student conduct policy and shared with staff, parents, and students.
  - b. Identify other behaviors for screening or intervention.
  - c. Define threshold for intervention.
    - (1) The threshold should be relatively low so that teams can identify individuals in distress before the behavior escalates into a violent behavior.
- 3. Step 3: Create a Central Reporting Mechanism
  - a. Establish one or more anonymous reporting mechanisms.
    - (1) Examples include a mobile application, a dedicated email address or phone number, or on the district website.
  - b. Provide training and guidance to encourage reporting.
    - (1) Students, teachers, staff, school resource officers, and parents should be provided awareness training and guidance on recognizing behaviors of concern, their roles and responsibilities in reporting the behavior, and how to report the information.
  - c. Ensure availability to respond.
  - d. Utilize an Initial Report to collect the threat, concerning behavior, etc.
- 4. Step 4: Define Threshold for Law Enforcement Intervention
  - a. Most reports can be handled by the School-Based Team.



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- b. Establish which behaviors should be referred for law enforcement intervention (e.g., physical violence, threats of violence, etc.).
- 5. Step 5: Establish Threat Assessment Procedures
  - a. Decide how to document cases.
  - b. Create procedures to screen reports, gather information, make assessments, and decide on interventions.
  - c. Develop/adapt threat assessment forms to organize information around the 11 Investigative Questions referenced in D.4. below.
- 6. Step 6: Develop Risk Management Options
  - a. Identify all available resources for creating individualized management plans.
    - (1) The resources and supports the student needs will differ depending on the information gathered during the assessment.
    - (2) Resources to assist the student could take the form of peer support programs or therapeutic counseling to enhance social learning or emotional competency, life skills classes, tutoring in specific academic subjects, or mental health care. Most programs and supports will be available within the school, but the team may need to also access community resources to assist with the managing the student. Identify resources to assist targets/victims.
    - (3) Make efforts to address the safety of any potential targets by altering or improving security procedures for schools or individuals and providing guidance on how to avoid the concerning person.



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- b. Establish points of contact for all resources.
- 7. Step 7: Create and Promote Safe School Climates
  - a. Assess current school climate.
    - (1) Anti-Bullying Bill of Rights Act (N.J.S.A. 18A:37-21) requires the school safety team in each school in the district "...to develop, foster, and maintain a positive school climate by focusing on the ongoing, systemic process and practices in the school and to address school climate issues..." and to "review and strengthen school climate and the policies of the school.
  - b. Enhance current school climate.
  - c. Strengthen students' connectedness.
    - (1) Encourage teachers and staff to build positive, trusting relationships with students by actively listening to students and taking an interest in what students say.
  - d. Break down "codes of silence" and help students feel empowered to come forward and share concerns and problems with a trusted adult.
  - e. Identify clubs or teams at school students can join or encourage students to start their own special interest group.
- 8. Step 8: Conduct Training for all Stakeholders
  - a. The training is for new threat assessment team members, refresher training, and professional development. This includes training on the screening and threat assessment forms and procedures.



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- Training must be coordinated with the New Jersey b. Department of Education (NJDOE), Office of School Preparedness and Emergency Planning (OSPEP) to ensure that the threat assessment team is able to accurately assess student behavior and to ensure that threat assessment teams do not have a disparate impact on students based on their race, ethnicity, homelessness status, religious belief, orientation, gender. gender identity, sexual socioeconomic status. This training includes training on adverse childhood experiences, childhood trauma, cultural competency, and implicit bias.
- c. Awareness training for students, teaching staff members, and all school staff members regarding the recognition of concerning or aberrant behavior in an individual that may represent a threat to the school community.
  - (1) Requests for awareness training can be coordinated by the district's School Safety Specialists through the OSPEP.
- d. Training for parents and other community stakeholders to anonymously report dangerous, violent, or unlawful activity to the district or school.
- D. Threat Assessment and Management Process

The district shall implement the following steps in the threat assessment and management process.

- 1. Step 1: Receive a Report of Concern
  - a. When the threat assessment team first learns of a new report of a threat or aberrant or concerning behavior, the team (or one member of the team) should collect initial intake information about the behavior, the concerning person (i.e., the person who engaged in the threatening behavior; the person to be assessed), and other information that is readily available.



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#### 2. Step 2: Screen the Case

- a. Screen for imminency (of the threat or concerning behavior) and whether there is a need for a full threat assessment.
  - (1) If the threat assessment team believes the report does present an imminent danger or safety concern, immediately notify law enforcement. Once the emergency has been contained, the team should complete a full threat assessment and make all necessary notifications (i.e., anyone that is or may be directly impacted).
- b. If the team does not believe the report presents an imminent danger or safety concern, determine if there is a need for full threat assessment. If not, document the initial report and screening.
- c. If there is a need for a threat assessment, the team shall proceed with a full threat assessment using the steps outlined in D.3. through 8. below.
- d. The district's Title IX Coordinator must be notified immediately if a report involves sexual harassment, sexual assault, dating violence, stalking, or a domestic violence assault, or if engagement in these actions is uncovered when gathering additional information during the threat assessment process. Notifying the district's Title IX Coordinator is completed parallel to the threat assessment process and does not stop a team from moving forward with gathering information and initiating risk management strategies.
- 3. Step 3: Gather Information from Multiple Sources
  - a. Gather information about the person displaying the concerning behavior and situation from various sources. These sources can include, but are not limited to, teachers, coaches, parents, and peers.



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- 4. Step 4: Organize and Analyze
  - Organize and analyze information using the a. Investigative Questions detailed in the U.S. Secret Service and U.S. Department of Education threat assessment guide. The form is comprised of 11 investigative questions adapted from the U.S. Secret Services and U.S. Department of Education Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe be found School Climates and can www.secretservice.gov/nod/2559.
- 5. Step 5: Make the Assessment
  - a. Make an assessment about whether the individual of concern poses a threat of violence or self-harm, or if they are otherwise in need of intervention.
- 6. Step 6: Develop and Implement a Case Management/Intervention Plan
  - a. Develop and implement a case management plan to reduce risk.
  - b. As needed, refer individual of concern to the local mental health authority or healthcare provider for evaluation and/or treatment.
  - c. As needed, refer individual of concern for a full and individual evaluation (FIE) for special education services.
- 7. Step 7: Re-Assess (Case Monitoring)
  - a. Monitor, re-evaluate, and modify plan as needed to ensure that the identified intervention(s) is effective, and the individual of concern no longer poses a threat of violence or self-harm.
  - b. Re-assessing the person of concern, going through the assessment questions again.



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- c. If there are still concerns, the team shall continue to monitor, adjust plan, and re-assess as needed until there is no longer a concern of harm to self and/or others, and the individual is on a better path.
- 8. Step 8: Document and Close the Case
  - a. When the team's assessment is that the concerning person no longer poses a threat of violence or self-harm, the team can close the case or place it on the in-active status.
  - b. The threat assessment team should be sure to document the case, including scheduling any future dates to check-in or follow-up, as needed.
  - c. The documentation should be stored in a confidential file, with only authorized personnel having access.

#### E. Training

- 1. Each member of the threat assessment team must attend training in accordance with N.J.S.A. 18A:17-43.4. The district may also choose to provide awareness training to school community members on the threat assessment process. The awareness training is also outlined as part of one of the steps of the Building a K-12 Behavior Threat Assessment and Management Program.
- 2. Threat assessment team membership:
  - a. In accordance with N.J.S.A. 18A:17-43.4, the NJDOE shall provide training through the New Jersey School Safety Specialist Academy. All threat assessment team members must receive training consistent with the training and guidelines provided by the NJDOE. The school safety specialist, is a member of the threat assessment team and will assist in ensuring this training is provided to school staff in coordination with OSPEP.



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- b. Each new threat assessment team member must complete training by the OSPEP, which shall include training sessions as instructed by Ontic/SIGMA as part of the Bureau of Justice Assistance (BJA) STOP School Violence Grant Program.
- c. The district shall determine membership on the threat assessment team in accordance with N.J.S.A. 18A:17-43.4, including adding and ensuring the training of new members, as needed. The district must ensure all threat assessment team members attend the required initial training and refresher training provided by OSPEP to advance their competency in conducting assessments.
  - (1) These trainings will be offered through the OSPEP for both in person and online platforms.
  - (2) Refresher training will be developed and facilitated by the OSPEP and will be made available through in-person and online platforms, as necessary.
- 3. Awareness Training for Other School Community Stakeholders
  - a. Request for awareness training for school staff members should be directed to the OSPEP email at school.security@doe.nj.gov, which will provide training or coordinate sessions with approved instructors from the U.S. Department of Homeland Security National Threat Evaluation and Reporting Office's Certified Master Training Program.

#### F. Other Considerations

- 1. Individualized Education Program (IEP) or 504 Plans
  - a. The district is required by law to meet the needs of students with special needs, who are afforded disciplinary protections not provided to the general education population, to reduce exclusionary practices for special



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When assessing a student whose education students. behavior may pose a threat to the safety of the school community, in the case of a student with an IEP or 504 plan, the threat assessment team shall consult with the IEP team or 504 team to determine whether the aberrant or concerning behavior is a threat to school safety and is being properly addressed in a manner that is required by N.J.A.C. 6A:14 and all Federal and State special education laws. Working with the IEP team or 504 team, the threat assessment team shall determine if the behavior is part of known baseline behavior, or is already being managed under the student's IEP, 504 plan, or FBA plan. If the behavior is not consistent with baseline behaviors or is not effectively managed through current able to be programming, then a threat assessment would need to be conducted. A special education representative must be part of the team and shall engage throughout the process.

- 2. Allegations of Harassment, Intimidation, & Bullying (HIB) or Bias-Related Acts
  - a. Should the threat assessment team become aware of an allegation of HIB when considering or conducting assessments, they must follow Policy 5512 for addressing allegations of HIB in alignment with the Anti-Bullying Bill of Rights Act. Additionally, during the threat assessment process, it is important to recognize that the student may need remedial services (e.g., counseling) to address behavior that may have prompted the need for the threat assessment and to ensure their well-being.
  - b. Should a threat assessment team become aware of a bias-related act, they should implement Policy and Regulation 8465 on reporting bias-related acts to law enforcement in accordance with the Memorandum of Agreement Between Education and Law Enforcement Officials and Policy and Regulation 9320.



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#### 3. Information Sharing

- a. The Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) are two Federal laws protecting the privacy of an individual's personal records. FERPA refers specifically to educational records while HIPAA refers to medical records. Questions and concerns about FERPA and/or the HIPAA protections often arise as part of the threat assessment planning process. It is critical that threat assessment teams understand how to balance the safety of the school with the privacy of individual students. These laws should not be an impediment to threat assessment and management.
- b. Threat assessment teams should consult with the Board Attorney on these elements as needed.
- 4. Family Education Rights & Privacy Act (FERPA) Educational Records
  - FERPA is a Federal law that protects the privacy of student a. FERPA does, however, authorize education records. school officials to disclose information without consent in emergency situations where the health and/or safety of students is at risk. Relevant information can be released to law enforcement, public health, and medical officials, as well as other schools in the event a student transfers or matriculates. The U.S. Department of Education would not find a school in violation of FERPA for disclosing FERPA-protected information under the health or safety exception as long as the school had a rational basis, based on the information available at the time, for making its determination that there was an articulable and significant threat to the health or safety of the student or other individuals.
- 5. Health Insurance Portability and Accountability Act (HIPAA) Medical and Mental Health Records



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- a. HIPAA protects the confidentiality of information in health records. Confidentiality is held by the patient, not the mental health provider. In cases where HIPAA applies, the following strategies below may assist threat assessment teams in eliminating potential barriers to critical data collection:
  - (1) Ask permission from the student and parent to disclose medical records;
  - (2) Provide information to health and mental professionals; and
  - (3) Ask about duty to warn or duty to protect.
- b. Additionally, medical and mental health providers may disclose protected health information when disclosure:
  - (1) Is necessary to prevent or lessen a serious and imminent threat to health or safety of patient or others and is to someone reasonably able to prevent or lessen the threat; and
  - (2) May include disclosure to law enforcement, or others who can mitigate the threat and disclosure must be consistent with applicable law and standards of ethical conduct.
- 6. Record Keeping

All documentation from the threat assessment process must be maintained in a confidential and secure location. Maintaining records and preserving evidence throughout the process, assists in the establishment of a legal and behavioral justification for the intervention. Records may be electronic or paper and must be maintained in accordance with record retention rules established by the Department of Treasury.

Adopted:

