

MEETING OF THE LAKEWOOD BOARD OF EDUCATION, HELD ON WEDNESDAY, OCTOBER 24, 2018, AT 6:30 P.M., 855 SOMERSET AVENUE, LAKEWOOD, NEW JERSEY 08701

I. PLEDGE OF ALLEGIANCE: Moshe Bender, Board President

Robert S. Finger, Interim Business Administrator/Board Secretary called the meeting to order at 6:54 p.m. Mr. Finger read the following:

SUNSHINE LAW

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

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

II. ROLL CALL

Board Members Present: Mr. Moshe Bender
Mrs. Ada Gonzalez
Mr. Chanina Nakdimen
Mr. Moshe Newhouse
Mr. Isaac Zlatkin

Board Members Absent: Ms. Thea Jackson-Byers
Mr. Heriberto Rodriguez
Mr. Moshe Tendler
Mr. Bentzion Treisser

Also Attending: Mrs. Laura A. Winters, Superintendent
Mr. Robert S. Finger, Interim Business Administrator/Board Secretary
Mr. Kevin Campbell, Assistant Business Administrator/Assistant Board Secretary
Mr. David Shafter, State Monitor

At 6:56 p.m. Mr. Newhouse motioned for the Board to go into Executive Session. Mr. Bender seconded the motion.

Mr. Finger read the following resolution:

III. EXECUTIVE SESSION - RESOLUTION

Be It Resolved by the Lakewood Township Board of Education that:

1. It does hereby determine that it is necessary to meet in Executive Session to discuss matters of personnel, involving specific individuals, negotiations, anticipated ligation and/or alleged incidents of Harassment, Intimidation and Bullying (HIB).
2. These matters will be made public when the need for confidentiality no longer exists.
3. The time that the Board anticipated to be in Executive Session is 30 minutes.

At 7:41 p.m. Mr. Bender motioned for the Board to return to Public Session. Mrs. Jackson-Byers seconded the motion.

IV. ROLL CALL

Board Members Present: Mr. Moshe Bender, President

Mrs. Thea Jackson-Byers, Vice President

Mrs. Ada Gonzalez

Mr. Moshe Newhouse Left 9:22 p.m., Returned 9:25 p.m.

Mr. Isaac Zlatkin Left 8:03 p.m., Returned 8:12 p.m., Left 8:18 p.m., Returned 8:32 p.m., Left 8:35 p.m., Returned 8:38 p.m.

Board Members Absent: Mr. Chanina Nakdimen Left 9:06 p.m.

Mr. Heriberto Rodriguez

Mr. Moshe Tendler

Mr. Bentzion Treisser Arrived 7:57 p.m. Left 8:03 p.m., Returned 8:05 p.m., Left 8:35 p.m.

Also Attending: Mrs. Laura A. Winters, Superintendent

Mr. Robert S. Finger, Interim Business Administrator/Board Secretary

Mr. Kevin Campbell, Assistant Business Administrator/Assistant Board Secretary

Mr. David Shafter, State Monitor

Mr. Michael I. Inzelbuch, Esq., Board Attorney

Translator: Ana Faone

SGA: Amrizza Usi

V. PRESENTATIONS:

1. Superintendent Recognition Award
2. L.E.A.D. – Let. Cunliffe & Officer Mahone
3. Field Hockey Team
4. **2018 PARCC PRESENTATIONS**
Debra Long, Principal, Clifton Avenue Grade School
Richard Goldstein, Principal, Lakewood Middle School
Marcy Marshall, Principal, Lakewood High School
Joseph Schroepfer, Principal, Oak Street Elementary School
Ebony Rivera, Principal, Ella G. Clarke School
5. **2017-2018 Harassment, Intimidation & Bullying (HIB) Presentation**, Tracy Paolantonio, Supervisor of Guidance and Testing
6. NJASC Principal of the Year
7. NJASC Advisor of the Year

VI. MINUTES

Executive Minutes, August 29, 2018
Executive Minutes, September 17, 2018
Public Meeting Minutes – September 17, 2018

MOTION TO APPROVE THE EXECUTIVE MINUTES AND PUBLIC MINUTES (passed)

Motion: Mr. Bender **Second:** Mrs. Jackson-Byers

5 Ayes: Mr. Zlatkin, Mrs. Gonzalez, Mr. Newhouse, Mrs. Jackson-Byers, Mr. Bender

0 Nays:

0 Abstained:

4 Absent: Mr. Nakdimen, Mr. Rodriguez, Mr. Tendler, Mr. Treisser

VII. COMMITTEE REPORTS – None At This Meeting

VIII. CORRESPONDENCE AND COMMUNICATIONS – None At This Meeting

IX. RECOGNITION OF THE PUBLIC 1. Melinda Murray

STATEMENT BY BOARD PRESIDENT

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

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

when conducting business.

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

Finally, we ask that you silence all electronic devices.

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

- A. Approve the attached Budgetary line item Transfers for August, 2018
- B. Acceptance of the Treasurer and Board Secretary Reports as of August 31, 2018
- C. Certification of No Over expenditures:

Pursuant to N.J.A.C. 6A:23A-16.10, I, Robert S. Finger, Interim Business Administrator/Board Secretary, certify that as of August 31, 2018 no budgetary line item account has obligations and payments which in total exceed the amount appropriated by the District Board of Education pursuant to N.J.S.A.18A:22-8 and 18A:22-8.1, and that the District financial accounts have been reconciled and are in balance.

Robert S. Finger
Interim Business Administrator/Board Secretary

October 24, 2018
Date

- D. 1. Approve 2018-2019 Bills List for October 24, 2018 for the Warrant Account in the amount of \$17,282,970.86
- 2. Approve the 2018-2019 Supplemental Bills list for October 24, 2018 for the Warrant Account in the amount of \$253,701.55
- E. Approve 2018-2019 Bills List for the Cafeteria Account for October 24, 2018 in the amount of \$453,386.43
- F. Approval of the Payroll and Board Share of Fica/Medi as follows:
 - Payroll of September 28, 2018 in the amount of \$2,249,414.12
 - Payroll of October 12, 2018 in the amount of \$2,284,076.94
 - Payroll of October 26, 2018 in the amount of \$2,546,313.93

G. Approval of payment of New Jersey State Health Benefit Plan for August, 2018 in the amount of \$1,616,773.97

H. Transportation Items:

1. Approval for renewal of Pupil Transportation Contracts for the 2018-2019 school year, with an increase of 1.51% Consumer Price Index, pursuant to N.J.S.A. 18A:39-3 as follows:

ROUTE #	2017/2018 COST	1.51% CPI	TOTAL RENEWAL COST	VENDOR	MULTI #	AIDE COST
NM-H5	\$105.32	\$1.55	\$19,236.60	JAYS BUS	1718	
NM-H2	\$105.32	\$1.55	\$19,236.60	JAYS BUS	1718	
NM-H11	\$109.33	\$1.65	\$19,976.40	JAYS BUS	1718	
NM-13	\$98.29	\$1.47	\$17,956.80	JAYS BUS	1718	
NM-H4	\$105.32	\$1.59	\$19,243.80	JAYS BUS	1718	
NMLMS1	\$107.32	\$1.62	\$19,609.20	JAYS BUS	1718	
NMLMS2	\$115.35	\$1.74	\$21,076.20	JAYS BUS	1718	
NMLMS15	\$110.33	\$1.67	\$20,160.00	JAYS BUS	1718	
NMLMS6	\$105.32	\$1.59	\$19,243.80	JAYS BUS	1718	
NMPES4	\$149.45	\$2.26	\$27,307.80	JAYS BUS	1718	
NMS4	\$189.57	\$2.86	\$34,637.40	JAYS BUS	1718	
			\$237,684.60			
B3	\$95.00	\$1.43	\$17,357.40	JAYS BUS	1809	
LMS14	\$95.00	\$1.43	\$17,357.40	JAYS BUS	1809	
LMS13	\$95.00	\$1.43	\$17,357.40	JAYS BUS	1809	
LMS16	\$97.00	\$1.46	\$17,722.80	JAYS BUS	1809	
OAK 21	\$119.00	\$1.80	\$21,744.00	JAYS BUS	1809	
OAK 22	\$119.00	\$1.80	\$21,744.00	JAYS BUS	1809	
			\$113,283.00			
SCH12/12P	\$176.70 W/AIDE	\$2.67	\$32,824.71	JAYS BUS	792	\$30.00
SCH13/13P	\$176.70 W/AIDE	\$2.67	\$32,825	JAYS BUS	792	\$30.00
			\$65,649.42			
OWSCH	\$89.63 W/AIDE	\$1.35	\$16,649.34	JAYS BUS	91	\$11.00
			\$16,649.34			
CKMD1	\$272.62 W/AIDE	\$4.12	\$50,643.42	JAYS BUS	1718	\$48.00
SCH2	\$260.60 W/AIDE	\$3.94	\$48,410.82	JAYS BUS	1718	\$40.00
SCH3	\$260.60 W/AIDE	\$3.94	\$48,410.82	JAYS BUS	1718	\$40.00
SCH6/6P	\$195.95	\$2.96	\$36,400.53	JAYS BUS	1517	\$29.00

ROUTE #	2017/2018 COST	1.51% CPI	TOTAL RENEWAL COST	VENDOR	MULTI #	AIDE COST
	W/AIDE					
			\$36,400.53			
OWSH16P	\$150.68 W/AIDE	\$2.28	\$27,991.68	JAYS BUS	1632	\$30.00
OWSCH17P	\$150.68 W/AIDE	\$2.28	\$27,991.68	JAYS BUS	1632	\$30.00
			\$55,983.36			
SCHWC1/1P	\$380.00 W/AIDE	\$5.74	\$70,590.42	SEMAN - TOV	1815	\$75.00
			\$70,590.42			
NM-B2	\$125.38	\$1.89	\$22,908.60	SEMAN - TOV	1719	
NM-C3	\$95.29	\$1.43	\$17,409.60	SEMAN - TOV	1719	
NM-H9	\$96.29	\$1.45	\$17,593.20	SEMAN - TOV	1719	
NM,-H8	\$101.30	\$1.53	\$18,509.40	SEMAN - TOV	1719	
NM-H7	\$95.29	\$1.44	\$17,411.40	SEMAN - TOV	1719	
NM-H15	\$96.29	\$1.45	\$17,593.20	SEMAN - TOV	1719	
NM-H1	\$104.31	\$1.58	\$19,060.20	SEMAN - TOV	1719	
NM-H16	\$99.30	\$1.50	\$18,144.00	SEMAN - TOV	1719	
NM-LMS7	\$96.29	\$1.45	\$17,593.20	SEMAN - TOV	1719	
NM-O4	\$99.30	\$1.50	\$18,144.00	SEMAN - TOV	1719	
			\$184,366.80			
SCH 8P	\$238.00 W/AIDE	\$3.60	44,212.60	SEMAN - TOV	1719	\$42.00
SCH10/10P	\$244.00 W/AIDE	\$3.69	\$45,327.27	SEMAN - TOV	1719	\$42.00
SCH7/7P	\$238.00 W/AIDE	\$3.60	\$44,212.80	SEMAN - TOV	1719	\$42.00
SCH16/16P	\$226.00 W/AIDE	\$3.41	\$41,982.03	SEMAN - TOV	1719	\$40.00
SCH5/5P	\$280.00 W/AIDE	\$4.23	\$52,014.09	SEMAN - TOV	1719	\$40.00
SCH4/4P	\$280.00 W/AIDE	\$4.23	\$52,014.09	SEMAN - TOV	1719	\$40.00
OWSCHWC5	\$226.00	\$3.41	\$41,982.03	SEMAN -	1719	\$40.00

ROUTE #	2017/2018 COST	1.51% CPI	TOTAL RENEWAL COST	VENDOR	MULTI #	AIDE COST
	W/AIDE			TOV		
SCHWC6/6P	\$336.00 W/AIDE	\$5.07	\$62,415.81	SEMAN - TOV	1719	\$40.00
SCH14-14P	\$244.00 W/AIDE	\$3.68	\$45,325.44	SEMAN - TOV	1719	\$42.00
			\$429,486.36			
PBC4WC	\$135.00 W/AIDE	\$2.04	\$25,078.32	SEMAN - TOV	1731	\$25.00
PBC5WC	\$135.00 W/AIDE	\$2.04	\$25,078.32	SEMAN - TOV	1731	\$25.00
			\$50,156.64			
RIPT	\$206.06	\$3.11	\$37,650.60	HARTNETT TRANSIT	RIPT	
			\$37,650.60			
B5	\$122.00	\$1.84	\$22,291.20	KLARR BUS	1810	
B14	\$122.00	\$1.84	\$22,291.20	KLARR BUS	1810	
B15	\$122.00	\$1.84	\$22,291.20	KLARR BUS	1810	
C5	\$142.00	\$2.14	\$25,945.20	KLARR BUS	1810	
OAK 20	\$122.00	\$1.84	\$22,291.20	KLARR BUS	1810	
			\$115,110.00			
CKMDWC4	\$400.04 W/AIDE	\$6.04	\$74,321.64	KLARR BUS	1721	
SCH17	\$188.57 W/AIDE	\$2.85	\$42,878.64	KLARR BUS	1721	
			\$117,190.72			
PBC1WC	\$173.83 W/AIDE	\$2.62	\$32,290.35	KLARR BUS	1518	\$46.00
PBC2WC	\$163.62 W/AIDE	\$2.47	\$30,394.47	KLARR BUS	1518	\$46.00
			\$62,684.82			

2. Move to Record and Award Bid T13-1819 Student Transportation Special Education Routes received on September 24, 2018 @ 10:00 a.m. Eighteen (18) firms were solicited and Two (2) responses were received as follows:

**Seman-Tov, Inc
10 Truax Street
Elberon, New Jersey**

Route	Route Cost	Per Diem Aide	Inc/Dec Adj	Total Route Cost	Total Cost for 180 Days	Award to lowest bidder
SCHWC2	\$162.50	\$20.00	\$0.01	\$182.50	\$32,850	Award
SCHWC2P	\$162.50	\$30.00	\$0.01	\$192.50	\$34,650	
SCHWC3	\$162.50	\$30.00	\$0.01	\$192.50	\$34,650	Award
SCHWC3P	\$162.50	\$30.00	\$0.01	\$192.50	\$34,650	
SCHWC4	\$186.95	\$30.00	\$0.01	\$216.95	\$39,051	
SCHWC4P	\$186.95	\$30.00	\$0.01	\$180.00	\$39,051	
SCH8P	\$130.00	\$50.00	\$0.01	\$180.00	\$32,400	Award
SCH9P	\$140.00	\$40.00	\$0.01	\$180.00	\$32,400	
SCH11	\$165.00	\$30.00	\$0.01	\$195.00	\$35,100	Award
SCH11P	\$165.00	\$30.00	\$0.01	\$195.00	\$35,100	
PBC3WC	\$190.00	\$50.00	\$0.01	\$240.00	\$43,200	
CKMD2	No bid	No bid	No bid	No bid	No Bid	
CKMD3	No bid	No bid	No bid	No bid	No Bid	
HAWK-1	\$450.00	\$100.00	\$0.01	\$550.00	\$99,000	

**Hartnett Transit Services, Inc.
175 Oberlin Avenue North, Suite 6
Lakewood, New Jersey**

Route	Route Cost	Per Diem Aide	Inc/Dec Adj	Total Route Cost	Total Cost for 180 Days	Award to lowest bidder
SCHWC2	\$168.90	\$40.00	\$0.99	\$208.90	\$37,602	
SCHWC2P	\$120.00	\$40.00	\$0.99	\$160.00	\$28,800	Award
SCHWC3	\$163.90	\$40.00	\$0.99	\$203.90	\$36,702	
SCHWC3P	\$120.00	\$40.00	\$0.99	\$160.00	\$28,800	Award
SCHWC4	\$168.90	\$40.00	\$0.99	\$208.90	\$27,602	Award
SCHWC4P	\$120.00	\$40.00	\$0.99	\$160.00	\$28,800	Award
SCH8P	No bid	No bid	No bid	No bid	No Bid	
SCH9P	\$120.00	\$40.00	\$0.99	\$160.00	\$28,800	Award
SCH11	\$163.90	\$40.00	\$0.99	\$203.90	\$36,702	
SCH11P	\$120.00	\$40.00	\$0.99	\$160.00	\$28,800	Award

Route	Route Cost	Per Diem Aide	Inc/Dec Adj	Total Route Cost	Total Cost for 180 Days	Award to lowest bidder
PBC3WC	\$104.90	\$48.00	\$0.99	\$152.90	\$27,522	Award
CKMD2	\$259.90	\$80.00	\$0.99	\$339.90	\$61,182	Award
CKMD3	\$259.90	\$80.00	\$0.99	\$339.90	\$61,182	Award
HAWK-1	\$307.90	\$90.00	\$0.99	\$397.90	\$71,622	Award to MOESC

Resolved to award Bid T13-1819 to Seman-Tov Inc., and Hartnett Transit Services, Inc. as shown above for the routes so indicated.

Be it Further Resolved to award route HAWK-1 to Monmouth Ocean Educational Services Commission (MOESC) as their per diem rate is lower than both bids received, at a cost of \$287.39 per day. Cost calculated based on 180 days at a total cost not to exceed \$51,730.20.

3. WHEREAS the Lakewood District sought to solicit Bid T12-1819 for Special Education transportation routes that have previously been issued Parental Contracts; and WHEREAS on 8/22/18 the District advertised in the Asbury Park Press, The Lakewood Scoop and the District website; and

WHEREAS an addendum adding routes to this Bid was issued on 8/28/18 and was advertised in the Asbury Park Press, The Lakewood Scoop and the District website; and

WHEREAS Fifteen (15) firms were solicited via email as follows:

- Klarr Transport
- HT Bus Services
- Stouts Transportation
- Durham School Services
- Central Bus Services
- Jays Bus Service
- Hartnett Transit
- Morningstar Transport
- Bnos Bina School
- Vamvas
- Dag Transport
- Seman Tov
- Talmud Torah
- Ohr Elchonon

- Masoras Avos
- ;and

WHEREAS One (1) response was received on September 7, 2018, at 10:00 a.m. for Bid T12-1819 for Special Education routes for 2018-2019 Parental Contracts as follows:

VENDOR	ROUTE #	ROUTE COST	PER DIEM AIDE COST	INC/DEC
Klarr Transport Service In.c	PCBRR-06	\$262.00	\$60.00	\$1.00
	PCBAI-09	\$322.00	\$62.00	\$1.00
	PCSCH-01	No bid		
	PCSCH-02	\$322.00	\$68.00	\$1.00
	PCSCH-04	No bid		
	PCSCH-05	No bid		
	PCSCH-07	No bid		
	PCSCH-08	\$262.00	\$62.00	\$1.00
	PCSCH-10	No bid		
	PCCNT-03	No bid		
	PCSCH-11	No bid		
	PCSCH-12	No bid		

BE IT RESOLVED, the Lakewood Board of Education reject the sole bid as it exceeds the budgeted amount for this effort and is not cost effective for the district; and

BE IT RESOLVED, Parental Contracts will be issued in lieu of this bid as they will be more cost effective for the District; and

BE IT FURTHER RESOLVED, that the Board of Education reserves the right to advertise Bids for these routes at any time. (Correction from September 17, 2018 agenda)

4. Approval to award a parental contract to the parents of Lakewood students in the amount of the per diem multiplied by the total amount of days not to exceed \$18,800.00. Prorated based upon confirmation of student attendance, Effective July 1, 2018 through June 30, 2019, to transport their child to/from approved schools located in NJ, in accordance with NJAC 6A:27-1.5 and NJAC 6A:27-7.7. This assignment has been made in collaboration with the children's CST, please see list below:

STUDENT ID	ROUTE	SCHOOL	ESY DAYS	REG DAYS	TOTAL DAYS	PER DIEM	TOTAL PER DIEM
922855	SCHIRA	SCHI	30	183	213	\$79.20	\$16,869.60
916253	SCHISB	SCHI	30	183	213	\$79.20	\$16,869.60
905583	SCHIRB	SCHI	0	183	183	\$79.20	\$14,493.60
155313	SCHIEB	SCHI	0	183	183	\$65.00	\$11,895.00
907241	SCHIBM	SCHI	30	183	213	\$65.00	\$13,845.00
215341	SCHIBR	SCHI	0	183	183	\$83.00	\$15,189.00
918618	SCHIBC	SCHI	30	183	213	\$79.20	\$16,869.60
919169	SCHICE	SCHI	30	183	213	\$79.20	\$16,869.60
908223	SCHIDA	SCHI	30	183	213	\$79.20	\$16,869.60
923404	SCCCE	SCC	30	183	213	\$79.20	\$16,869.60
923896	SCHIFY	SCHI	30	183	213	\$79.20	\$16,869.60
923405	SCHIMF	SCHI	30	183	213	\$79.20	\$16,869.60
905614	SCHIFG	SCHI	0	183	183	\$79.20	\$14,493.60
918521	SCHIFD	SCHI	30	183	213	\$79.20	\$16,869.60
912555	BRRFC	BRR/TEHILAS CHAYA	30	177	207	\$79.20	\$16,394.40
908343	SCHIFF	SCHI	30	183	213	\$54.00	\$11,502.00
155317	SCHIGC	SCHI	0	183	183	\$79.20	\$14,493.60
915328	SCHIYG	SCHI	30	183	213	\$79.20	\$16,869.60
915764	SCHIGR	SCHI	30	183	213	\$79.20	\$16,869.60
920962	SCHIYH	SCHI	30	183	213	\$79.20	\$16,869.60
195332	SCHIKR	SCHI	30	183	213	\$79.20	\$16,869.60
912512	SCHILR	SCHI	30	183	213	\$79.20	\$16,869.60
908521	SCHILN	SCHI	30	183	213	\$79.20	\$16,869.60
924244	SCHINM	SCHI	30	183	213	\$79.20	\$16,869.60
215352	SCHIMN	SCHI	0	183	183	\$79.20	\$14,493.60
924315	SCHINB	SCHI	30	183	213	\$79.20	\$16,869.60
920939	SCHICS	SCHI	30	183	213	\$55.00	\$11,715.00
925452	SCHIMS	SCHI	30	183	213	\$79.20	\$16,869.60
923912	SCHISA	SCHI	30	183	213	\$79.20	\$16,869.60
922505	SCHISY	SCHI	30	183	213	\$79.20	\$16,869.60
913355	SCHIZY	SCHI	30	183	213	\$79.20	\$16,869.60
908014	SCHITH	SCHI	30	183	213	\$79.20	\$16,869.60
909564	BFHW	BAIS FAIGA	30	177	207	\$79.20	\$16,394.4
215358	HSCW**	HARBOR SCHOOL	30	183	213	\$177.24	\$37,752.12

*The Lakewood School District reserves the right to advertise for Bids for these routes at any time during the 2018-2019 school year. (Update to September 17, 2018 Board approval)

**Amount pending court settlement.

5. Move to Record and Award Student Transportation Bid T17-1819 received on October 10, 2018 @ 10:00 a.m. Eighteen (18) firms were solicited and One (1) response was received as follows:

	ROUTE NBR	PER DIEM COST	PER DIEM AIDE COST	TOTAL FOR APPROX 180 DAYS	AWARD TO LOW BIDDER
Seman-Tov Inc. 10 Truax St Elberon, NJ	PCSCH-13	\$400	\$50	\$81,000	Award
	NM-09	\$209	n/a	\$37,620	Award

6. Move to Record and Award Student Transportation Bid T16-1819 for Athletic Late Runs received on October 10, 2018 @ 11:00 a.m. Eighteen (18) firms were solicited and One (1) response was received as follows:

	ROUTE NBR	PER DIEM COST	PER DIEM AIDE COST	TOTAL FOR APPROX 180 DAYS	AWARD TO LOW BIDDER
Seman-Tov Inc. 10 Truax St Elberon, NJ	LHSLRS2	\$78.00	N/A	\$14,040	Award
	LHSLRS3	\$78.00	N/A	\$14,040	Award
	LHSLRS4	\$78.00	N/A	\$14,040	Award
	LHSLRS8	\$78.00	N/A	\$14,040	Award
	LHSLRS6	\$85.00	N/A	\$15,300	Award
	LHSLRS7	\$85.00	N/A	\$15,300	Award

- I. WHEREAS, the Lakewood Board of Education Health Benefits Prescription plan expires on December 31, 2018; and

WHEREAS, the Lakewood Board of Education engaged the services of Conner Strong & Buckelew pursuant to N.J.S.A. 18A:18A-5 (10) to solicit requests for proposals in lieu of formal bids to obtain Prescription Insurance Contracts for its employees commencing January 1, 2019; and

WHEREAS, on Friday, September 07, 2018 three (3) proposals for EUS RFP 14-1819 were received and evaluated by Conner Strong & Buckelew as follows:

**Lakewood Public Schools – Prescription Drug Marketing
PLAN YEAR 2019**

2018 BENECARD (CURRENT PLAN)	# OF EMPLOYEE	MONTHLY COST PER EMP.	TOTAL MONTHLY COST	2019 BENECARD		2019 HORIZON BCBSNJ		2019 STATE HEALTH BENEFITS	
\$3/\$10									
Employee	218	\$214.95	\$46,859.10	\$212.80	\$46,390.40	\$205.73	\$44,849.14	\$296.33	\$64,599.05
Employee & Spouse	120	\$429.91	\$51,589.20	\$425.61	\$51,073.20	\$411.46	\$49,375.20	\$592.63	\$71,115.41
Employee & Family	395	\$569.62	\$224,999.90	\$563.92	\$222,748.40	\$545.18	\$215,346.10	\$847.49	\$334,758.35
Employee & Child(ren)	78	\$354.68	\$27,665.04	\$351.13	\$27,388.14	\$339.46	\$26,477.88	\$551.16	\$42,990.76
\$3/\$18/\$46									
Employee	8	\$198.40	\$1,587.20	\$196.42	\$1,571.36	\$189.89	\$1,519.12	\$273.51	\$2,188.09
Employee & Spouse	2	\$396.78	\$793.56	\$392.81	\$785.62	\$379.75	\$759.50	\$546.99	\$1,093.97
Employee & Family	1	\$525.77	\$525.77	\$520.51	\$520.51	\$503.21	\$503.21	\$782.24	\$782.24
Employee & Child(ren)	5	\$327.37	\$1,636.85	\$324.10	\$1,620.50	\$313.32	\$1,566.60	\$327.37	\$1,636.85
\$7/\$16/\$35									
Employee	3	\$194.95	\$584.85	\$193.00	\$579.00	\$186.58	\$559.74	\$268.75	\$806.25
Employee & Spouse	1	\$389.91	\$389.91	\$386.01	\$386.01	\$373.18	\$373.18	\$537.51	\$537.51
Employee & Family	2	\$516.62	\$1,033.24	\$511.45	\$1,022.90	\$494.45	\$988.90	\$768.62	\$1,537.24
Employee & Child(ren)	0	\$321.67	\$0.00	\$318.45	\$0.00	\$307.87	\$0.00	\$499.87	\$0.00
\$7/\$21									
Employee	6	\$181.69	\$1,090.14	\$179.87	\$1,079.22	\$173.89	\$1,043.34	\$246.16	\$1,476.94
Employee & Spouse	0	\$363.40	\$0.00	\$359.77	\$0.00	\$347.81	\$0.00	\$492.31	\$0.00
Employee & Family	0	\$481.49	\$0.00	\$476.68	\$0.00	\$460.83	\$0.00	\$704.01	\$0.00
Employee & Child(ren)	0	\$299.80	\$0.00	\$296.80	\$0.00	\$286.94	\$0.00	\$457.86	\$0.00
Monthly Gross Premiums:				\$358,755		\$355,165		\$343,362	
Annual Gross Premiums:				\$4,305,057		\$4,261,983		\$4,120,343	
*Estimate Return of Savings – Benecard				-\$220,000		\$0		\$0	
Net Annual Premiums:				\$4,041,983		\$4,120,343		\$6,282,272	
\$ Variance				-\$263,074		-\$184,714		\$1,977,215	
% Variance				-6.11%		-4.29%		45.93%	

WHEREAS, it is in the best interest of the Lakewood Board of Education to provide for continuation of the current Prescription Insurance Plan coverage with Benecard Services Inc., to meet all of the Board of Education obligations to its employees with no increase in gross premiums for the 2019 plan year based on the current benefit level offerings; and

WHEREAS, the estimated Return of Savings from 2018 in the amount of \$220,000 will be credited to the 2019 premium invoices; and

WHEREAS the Return of Savings is contingent on the District renewing with Benecard Services Inc. for the 2019 and 2020 plan year with 2020 plan year renewal not to exceed 5.0%; and

WHEREAS the 2019 and 2020 plan year includes a Rate of Savings provision at 90% loss ratio threshold; and

WHEREAS, the District's Health Benefit Broker of Record, Conner, Strong & Buckelew recommends that the District renew coverage for the 2019 with Benecard Services, Inc., Clifton, New Jersey,

NOW, THEREFORE, BE IT RESOLVED, that the Lakewood Board of Education authorizes the Interim School Business Administrator/Board Secretary to execute the necessary documents to designate Conner, Strong & Buckelew, Marlton, New Jersey, as broker of record for the above referenced policy during the policy period and to renew the incumbent, Benecard Services Inc. to administer the District Prescription Health Plan as illustrated in the above analysis.

- J. Move to record and award Bid 15-1819 Kosher Commercial Vended Meals received on Friday, September 22, 2018 @ 11:00 a.m. Five (5) firms were solicited and One (1) response was received from The Café on Clifton, 415 Clifton Ave., Lakewood, New Jersey as follows:

	Unit Price per Meal/Snack	Annual estimated number of meals/snacks	Annual Estimated Cost
Breakfast	\$1.87	78,000	\$145,860
Lunch	\$2.94	78,000	\$229,320
Snack	\$.63	78,000	\$49,140
		Total Estimated Cost	\$424,320.00

NOW THEREFORE BE IT RESOLVED, that the Board hereby accepts and awards the contract to The Café on Clifton, Lakewood, New Jersey to supply the District with Kosher Commercial Vended meals for Breakfast, Lunch and Snack for the 2018-2019 school year.

- K. Approve reimbursement for Jason Mercer, CPA and Kevin Campbell, CPA for NJSCPA Membership per their contracts at a cost of \$335.00 each, to be paid through budget account 11-000-251-800-00-0000.
- L. Move to renew CC01-1617 Chapter 192/193 Instructional Services (line item 0001) and Title I Basic Skills Instructional Services (line item 0002) for the 2018-2019 school year to **Tender Touch**. This is the second of two (2) one (1) year renewals; board approved June 22, 2016 to be paid from account # (20-231-100-300-16-school code; 20-502-200-320-xx-xxxx; 20-503-200-320-xx-xxxx; 20-506-200-320-xx-xxxx; 20-508-20-320-xx-xxxx). Contract amount to be determined based on 2018-2019 NJ DOE Title I Funds and Chapter 192/193 allocations. The Renewal Contract is estimated not to exceed **\$10,538,760** (updated amount from 5/30/18 agenda).

- M. Move to renew CC01-1617 Chapter 192/193 Instructional Services (line item 0001) and Title I Basic Skills Instructional Services (line item 0002) for the 2018-2019 school year to **Tree of Knowledge**. This is the second of two (2) one (1) year renewals; board approved June 22, 2016 to be paid from account # (20-231-100-300-16-school code; 20-502-200-320-xx-xxxx; 20-503-200-320-xx-xxxx; 20-506-200-320-xx-xxxx; 20-508-200-320-xx-xxxx). Contract amount to be determined based on 2018-2019 NJ DOE Title I Funds and Chapter 192/193 allocations. The Renewal Contract is estimated not to exceed **\$2,378,913** (updated amount from 5/30/18 agenda).
- N. Move to renew CC01-1617 Chapter 192/193 Instructional Services (line item 0001) and Title I Basic Skills Instructional Services (line item 0002) for the 2018-2019 school year to **Catapult Learning**. This is the second of two (2) one (1) year renewals; board approved June 22, 2016 to be paid from account # (20-231-100-300-16-school code; 20-502-200-320-xx-xxxx; 20-503-200-320-xx-xxxx; 20-506-200-320-xx-xxxx; 20-508-20-320-xx-xxxx). Contract amount to be determined based on NJ DOE Title I Funds and Chapter 192/193 allocations. The Renewal Contract is estimated not to exceed **\$21,142,104** (updated amount from 5/30/18 agenda).
- O. Move to renew CC06-1718 for Chapter 193 Evaluation & Determination for the 2018-2019 school year to **On-Track Resources, LTD**. This is the first of two (2) one (1) year renewals; board approved November 15, 2017 to be paid from account Chapter 193 Initial and Annual Exams 20-507-200-320-xx-xxxx. Contract amount to be determined based on 2018-2019 Chapter 193 funding and State Rate. The Renewal Contract is estimated not to exceed **\$4,000,000** (updated amount from 5/30/18 agenda).
- P. Approve Change Order #1 in the amount of \$27,338 for Core Mechanical Inc. for mold remediation work at the Ella G. Clarke School. This is in addition to the contract approved at the September 17, 2018 meeting in the amount of \$58,802.43 per bid specifications 10-1819. The Change Order is needed for the cleaning and treating of cement flooring under the wood subfloor. The Change Order exceeds the 20% limitation, however, in accordance with N.J.A.C. 5:30-11.9, the Change Order can exceed the 20% limitation if it is required as the result of an unforeseen circumstance or differing site condition which renders execution of a new contract an unreasonable interference with the efficient completion of the work.
- Q. Approve payment of the 2016-17 Health Benefits Opt-Out Waiver for members of the Lakewood Administrators Association bargaining unit and non-affiliated employees in the amount of \$32,413.21 based upon revisions made to the calculation for Lakewood Education Association bargaining unit members that was approved in the Memorandum of Agreement with the Lakewood Education Association.
- R. Ratify the contract approved by the State Monitor, David Shafter on October 4, 2018 with Pupil Transportation Solutions to prepare the District Report of Transported Students and prepare specifications for multi-year bulk transportation bids. Pupil Transportation Solutions will be paid at the rate of \$125 per hour not to exceed \$15,000.(11-000-270-390-

00-0000)

- S. Approve the addition of Prescription Plan Rx 208 to the plans offered by Benecard, the district's prescription plan provider. The new plan Rx 208 is needed in order to correspond with the new medical plan, NJ Direct Zero that was approved by the NJ School Employees Health Benefit Plan, to become effective January 1, 2019. Premiums for this new plan are as follows:

Employee	\$199.64
Employee & Spouse	\$399.28
Employee & Family	\$529.04
Employee & Child(ren)	\$329.41

- T. Move to approve an EUS contract with Avraham Krawiec, as Transportation Consultant, at a cost of \$100 per hour, not to exceed an additional \$20,000.00 for a total of \$50,000.00 for the 2018-2019 school year. (11-000-270-390-00-0000) (Originally approved July 18, and August 29, 2018 Board Meetings)
- U. Approve the submission of the IDEA 2018-2019 amendment to include IDEA 2017-2018 Basic Nonpublic Carryover Funds in the amount of \$4,135.31.
- V. Move to approve EI Associates, District Architect of Record, to provide schematic design and budgetary cost estimating services for a New Bus Maintenance Facility at the Lakewood Middle School at a cost of \$3,000 for Site Survey Allowance and \$5,000 for Geotechnical Allowance for a lump sum fee of Eight Thousand (\$8,000) Dollars plus charges for reimbursable expenses. (11-000-230-334-00-0000)
- W. Move to approve EI Associates, District Architect of Record, to provide Professional Architectural and Engineering Services for a Basement Water Infiltration Study at Ella G. Clarke Elementary School for a lump sum fee of Eight Thousand Five Hundred (\$8,500) Dollars plus an allowance of Seven Thousand (\$7,000) Dollars covering Subsurface Investigation efforts to be performed by Sor Consulting Engineers, Inc. plus charges for reimbursable expenses. (11-000-230-334-00-0000)
- X. The Purchasing Agent requests permission to advertise for a Competitive Contract for a Kindergarten Master Teacher Consultant to be paid thru the Pre-School Expansion Grant.
- Y. Move to record and award Bid T20-1819 for Special Education Bus Routes received on Monday October 22, 2018. Twelve (12) firms were solicited and Two (2) responses were received and awarded as followed:

	ROUTE NBR	PER DIEM COST	PER DIEM AIDE COST	INC/DEC	TOTAL FOR APPROX 180 DAYS	AWARD TO LOW BIDDER
Seman-Tov Inc. 10 Truax St Elberon, NJ	CKMDWC5	NO BID				
	SCHWC1	\$130	\$40	\$0.01	\$30,600	Award
	SCHWC1P	\$130	\$40	\$0.01	\$30,600	Award
Klarr Transport 185 Lehigh Ave Lakewood, NJ						
	CKMDWC5	\$384	\$64	\$0.01	\$80,640	Award
	SCHWC1	NO BID				
	SCHWC1P	NO BID				

Z. Request to approve the Contract Addendum for CC01-1617 to Tender Touch Educational Services, LLC for Chapter 192/193 Instructional Services, modifying the Program Eligibility Requirements as recommended by the Supervisor of Chapter 192/193 Services, Ms. Malka Spitz-Stein.

AA. Request to approve the Contract Addendum for CC01-1617 to Catapult Learning, LLC for Chapter 192/193 Instructional Services, modifying the Program Eligibility Requirements as recommended by the Supervisor of Chapter 192/193 Services, Ms. Malka Spitz-Stein.

BB. Request to approve the Contract Addendum for CC01-1617 to Tree of Knowledge Learning Center, for Chapter 192/193 Instructional Services, modifying the Program Eligibility Requirements as recommended by the Supervisor of Chapter 192/193 Services Ms. Malka Spitz-Stein.

XI. REPORTS AND RECOMMENDATIONS OF SUPERINTENDENT:

A. Superintendent Items

1. Approve the First Reading of Bylaws, Policies & Regulations:

- Policy 1613 Disclosure And Review Of Applicant's Employment History (M) New
- Regulation 1613 Disclosure And Review Of Applicant's Employment History (M) New
- Policy 5512 Harassment, Intimidation, And Bullying (M) (R)
- Policy 5561 Use Of Physical Restraint And Seclusion Techniques For Students With Disabilities (M) (R)
- Regulation 5561 Use Of Physical Restraint And Seclusion Techniques For Students With Disabilities (M) (R)
- Policy 8561 Procurement Procedures For School Nutrition Programs (M) (R)

2. Approval to Abolish Policy 5512 Harassment, Intimidation, or Bullying Investigation Procedure (M) as recommended by Strauss Esmay.

3. Approve the following job descriptions:

Bilingual Instructional Coach
Literacy Coach
Mathematics Coach

4. Approve the following Curriculum updates for the 2018-2019 SY:

Principles of Biomedical Science
Human Body Systems

5. Approve the 2018-2019 Lakewood School District Business Continuity Plan (Disaster Plan).

6. Approve the 2018-2019 School Safety and Security Plan Annual Review Statement of Assurance.

7. Approve 2018-2019 Superintendent District Goals and Objectives.

8. Approve the Lakewood School District Instructional Walkthrough Form for the 2018-2019 school year.

9. Approve the Certified SSDS report for the 2017-2018 School Year. Formerly known as EVVTS.

10. Approve the submission of the 2017-2018 Harassment, Intimidation & Bullying (HIB).
11. Approval to submit the Renewal Application for Temporary Instructional Space for the 2018-2019 School Year at Nachlas Bais Yaakov.
12. Approve Charles Deperi as the Integrated Pest Management Coordinator for the 2018-2019 school year, replacement for Michael Gallivan.
13. **Resolved**, upon the recommendation of the Superintendent that Employee I.D. # 8168 is hereby suspended with pay through December 18, 2018 and be terminated as of December 18, 2018.
14. Approve LMS to accept a \$500.00 donation from Lakeland Bank to be used towards the operating cost of the concert to be held at the Strand Theater on December 13, 2018.
15. Approve Lieutenant Summer Cunliffe to present: L.E.A.D. – Law Enforcement Against Drugs, an after-school 10 week program for LMS 7th grade Girls, for the 2018-2019 school year with a tentative start date of January 2019, at no cost to the district.
16. Approve Laura A. Winters, Course EDUC 8090 Doctoral Study Intensive, Walden University, October 2018-February 2019 semester cost \$5,798.30.
17. Approval of the following 2018-2019 school trips:

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
October 5,12,19,26 November 2,16,30 December 7,14,21 January 4,11,18,25 February 1,8,22 March 1,8,15,22,29 April 5,12 May 3,10,18,24	LMS LHS OSS	*Howell Lanes/ Bowling – Recreational Lifetime Skills and Special Olympics Training (to take place every Friday beginning 10/5/18 until 5/24/18, however subject to change as per district	60 OSS 33 LMS 27 LHS	15 OSS 12 LMS 12 LHS	\$6,000.00	\$5,580.00

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
		calendar.)				
October 3,10,18,24 November 7,14,28 December 5,12,19 January 2,9,16,23 February 6,13,20,27 March 6,13,20,27 April 3,10,18 May 1,8,15,22	LHS LMS	*Ocean County YMCA/Swimming- Recreational Lifetime Skills and Special Olympic Training for Special Needs Students (to take place every Wednesday beginning 10/3/18 until 5/30/18, however subject to change as per district calendar.)	27	12	\$6,900.00	\$1,760.00
Wednesday, October 31 Wednesday, January 30 Wednesday, May 29	LHS	**ShopRite of Howell	27	12	\$0.00	\$480.00
October 1, 4, 11, 15, 18, 22, 25, 29 November 1, 5, 12, 15, 19, 26,29 December 3, 6, 10, 13, 17, 20 January 3, 7, 10, 14, 17, 24, 28, 31 February 4,	LHS	**Lakewood Branch-Ocean County Library	15	9	\$0.00	\$4,800.00

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
7, 11, 14, 21, 25, 28 March 4, 7, 11, 14, 18, 21, 25, 28 April 1, 4, 8, 11, 15, 18, 29 May 2, 6, 9, 13, 16, 20, 23, 30 June 3, 6, 10, 13						
10/21/18	LHS	***MAKING STRIDES AGAINST BREAST CANCER PT. PLEASANT	50	3	\$0.00	\$192.50 (In-House Voucher Pay)
10/5/18	LHS	**** JROTC-LAKE CARASALJO	75	2	\$0.00	\$315.00 (In-House Voucher Pay)
10/24/18	LHS	*****Life Skills Food Shopping	27	12	\$0.00	\$480.00
9/24/18	LMS	## Shore REg HS NJASC Exec Bd Mtg	1	1	\$0.00	\$227.50 (In-House Voucher Pay)
5/29/19	LMS	\$ Great Adventure Award Ceremony	30	4	\$1,304.00	\$360.00
1/9/19	LMS	\$ College of NJ Leadership Conference	30	2	\$620.00	\$760.00
11/12/18	LMS	## NJASC Exec Board Mtg. Lenape HS	1	1	\$0.00	\$245.00 (In-House Voucher Pay)
12/10/18	LMS	## NJASC Exec Board Mtg. Hightstown HS	1	1	\$0.00	\$245.00 (In-House Voucher Pay)

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
2/4/19	LMS	## NJASC Exec Board Mtg. Mercer Cty Tech	1	1	\$0.00	\$245.00 (In-House Voucher Pay)
10/23/18	LMS	## STEAM Tank Competition	9	3	\$0.00	\$183.75 (In-House Voucher Pay)
11/27/18	LHS	+ IFLY	50	7	\$2,872.00	\$1,400.00
10/17/18	LHS	@ Academic Competition Colts Neck	12	1	\$140.00	\$680.00
10/31/18	LHS	@# NJ Governor's Conference, New Brunswick	6	1	\$182.21	\$640.00
6/6/19	LMS	\$ Seaside Boardwalk	28	12	\$0.00	\$540.00
10/30/18	LMS	\$ Delicious Orchards	30	13	\$0.00	\$320.00 (In-House Voucher Pay)
12/8/18	LHS	!! Academic Competition Colts Leonia	6	1	\$100.00	\$333.00 (In-House Voucher Pay)
10/25/18	LHS	&&* 911 Memorial & Museum	50	5	\$660.00	\$1,308.00
6/6/19	LMS	\$ Seaside Boardwalk	28	12	\$0.00	\$540.00 Hartnett \$158.00 W/C (In-House Voucher Pay)
12/7/18	LHS	*** NJIT Engineering Career Day	20	2	\$0.00	\$520.00 (Contracted)
5/31/19	LMS	#@# IPLAY AMERICA	225	15	\$6,750.00	\$700.00 (In-House Voucher Pay)

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
October 4,11,18,25 November 1,15,29 December 6,13,20 January 3,10,17,24,31 February 7,14,21,28 March 7,14,21,28 April 4,11,18 May 2,9,16,23,30 June 6,13	LHS	^^Lakewood Branch-Ocean County Library	12	3	\$0.00	\$2,100.00
11/17/18	LHS	&&&JROTC Drill Competition-Pleasantville	28	1	\$150.00	\$350.00 (In-House Voucher Pay)
12/5/18	LHS	*#* Hallock Farms	45	5	\$0.00	\$158.00 (In-House Voucher Pay)
10/29/18	LHS	*#* Eastmont Orchards	45	5	\$0.00	\$158.00 (In-House Voucher Pay)
11/12/18	LHS	*#* Hallock Farms	45	5	\$0.00	\$158.00 (In-House Voucher Pay)
11/12/18	LHS	%% Academic Competition Donovan Catholic	6	1	\$150.00	\$680.00
11/19/18	LHS	%% Academic Competition Donovan Catholic	6	1	\$0.00	\$680.00

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
11/5/18	LMS	&@@ Grunin Ctr. World Music & Dance	178	12	\$0.00	\$450.00 (In-House Voucher Pay)
11/27/18	LHS	\$OCC & Novins Planetarium	24	11	\$175.00	\$140.00(In-House Voucher Pay)
10/19/18	LHS	*** Marching Band - Manchester HS	15	2	\$0.00	\$760.00
12/7/18	LMS	\$ Nutcracker Ballet Count Basie	47	4	\$0.00	\$175.00 (In-House Voucher Pay)
10/29/18	LHS	~Hlubik Farms	45	5	\$0.00	\$158.00 (In-House Voucher Pay)
10/31/18	LHS	*** Town Square-Halloween Parade	30	2	\$0.00	\$70.00 00 (In-House Voucher Pay)
10/31/18	LHS	*** Marching Band Town Square-Halloween Parade	30	2	\$0.00	TBD
11/13/18	LHS	@#!! HBCU Colleges & Careers	20	2	\$0.00	\$750.00 (Contracted)
10/31/18	LMS	\$ Etsch Farms Corn Maze	80	16	\$500.00	\$280.00 00 (In-House Voucher Pay)
6/7/19	CAGS	+=== Jakes Branch County Park	90	8	\$0.00	\$368.00(In-House Voucher Pay)
6/10/19	CAGS	+=== Jakes Branch County Park	98	7	\$0.00	\$368.00(In-House Voucher Pay)
11/15/18	LHS	@#!! Town Square Coat Drive & Soup Kitchen	20	2	\$0.00	\$70.00(In-House Voucher Pay)

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
11/6/18	LMS	\$ Sterling Hill Mining Museum	80	13	\$700.00	\$1,650.00 (In-House Voucher Pay)

* CORRECTION PREV. APPROVED 9/17/18 ADDITIONS-ACCOUNT #11-400-100-800-15-0000
 ** CORRECTION PREV. APPROVED 9/17/18 ADDITIONS ACCOUNT #11-402-100-800-15-0000
 *** CORRECTION PREV. APPROVED 9/17/18 ADDITIONS PERKINS ACCOUNT #20-360-200-500-03-0000
 **** CORRECTION PREV. APPROVED 9/17/18 ADDITIONS ACCOUNT #15-000-270-512-03-0003
 ***** CORRECTION PREV. APPROVED 9/17/18 ADDITIONS TRANSPORTATION PROVIDED BY JAMAC FOODS NO COST TO DISTRICT
 ## ACCOUNT #15-000-270-512-04-0004
 \$ PAID THROUGH CLUB FUNDS
 + PAID WITH PBSIS FUNDS
 @ ADMISSION PAID WITH CLUB FUNDS, TRANSPORTATION ACCOUNT #15-000-270-512-03-0003
 @# PAID THROUGH PERKINS ACCOUNT #20-630-100-300-20-0000
 !! REGISTRATION ACCT# 15-000-218-390-03-0003 TRANSPORTATION ACCT#15-000-270-512-03-0003
 &&* \$500 OF TRANSPORTATION ACCT#15-000-270-512-03-0003 BALANCE STUDENT PAID, ADMISSION STUDENT PAID
 *** ACCOUNT #15-000-270-512-03-0003
 #@# ADMISSION STUDENT PAID, TRANSPORTATION CLUB FUNDS
 ^^ ACCOUNT # 11-402-100-800-15-0000
 &&& PERKINS ADMISSION ACCT#20-360-100-800-03-0000 TRANS ACCT#20-360-200-500-03-0000
 %\$% ADMISSION PAID ACCOUNT #15-190-100-890-03-0003 TRANS. ACCOUNT #15-000-270-512-03-0003
 &@@ GRUNIN CTR. WILL REIMBURSE UP TO \$600.00 FOR TRANSPORTATION COST
 ~ACCOUNT #15-000-270-512-03-0003 THIS TRIP REPLACES TRIP TO EASTMONT ORCHARDS ON 10/24/18 AGENDA
 @#!! PERKINS 20-360-200-500-03-0000 TRANSPORTATION
 +=++ PTO

18. Approve Shainy Schloss to provide preschool parent training, October 16, 2018, October 23, 2018 and October 30, 2018, during after school hours, at a rate of \$40.00 per hour, not to exceed 6 hours, to be paid through budget account # 20-218-200-173-00-0211.

19. Approve the following Nonpublic Title III Professional Developments.

School	Vendor	Presentation Name	Amount	Grant	Account
Toras Imecha	Kriah Korner	Read and Achieve I and II for grades 1-2	\$3,300	Title III	20-241-100-600-16-0951
Toras Imecha	Kriah Korner	Read and Achieve I and II for grades 3-4	\$3,300	Title III	20-241-100-600-16-0951
Toras Imecha	Kriah Korner	Read and Achieve I and II for grades 3-4	\$3,300	Title III	20-241-100-600-16-0951

20. Approve Crosspoint Baptist Church, to provide preschool parent training, October 25, 2018, November 1, 2018, November 8, 2018 and November 15, 2018 during after school hours, at no cost to the district.
21. Approve Crosspoint Baptist Church, to provide English language learning classes, Tuesdays from September 25, 2018 through November 27, 2018, during after school hours, at no cost to the district.
22. Approve the following staff for the 2018-2019 Parent Training After Care, at a rate of \$20.00 per hour, to be paid through budget account # 20-218-200-110-00-0211.

Cunningham, Lois
Gulbeyaz, Turan
Huntington, Elizabeth
Quigley, Dana
Romano, Eileen
Tobon, Blanca

23. Approve the following chaperones for the LHS Homecoming Dance on Saturday, October 6th from 6:30 - 10:30 PM at a rate of \$75.00 each as per schedule H of the LEA contract guide, to be paid through budget account # 15-240-600-03-0003:

Jeanette Callahan-Melia
Kevin Savini
Robert Terrigno
Lisa Bergamotto
Clementina Kowaleski
Gloria White

24. Approve the following staff members to work the Lakewood High School After School Enrichment Program designed to support students with their college level courses, beginning October 30, 2018, ending June 13, 2019, Tuesdays, Wednesdays and Thursdays, one hour per day, at a rate of \$40.00 per hour, not to exceed \$4,160.00 per staff member, to be paid through Title IV - A, budget account # 20-280-100-100-15-0015.

Yaffa Botuck
Damarisinai Carrion
Valeria Hutchison Daniluk
James DeSopo
Patricia Gregory
Michael Hadley
Amy Mann

25. Approve Rochel Lazewnik, to provide preschool parent training, December 3, 2018, December 10, 2018 and December 17, 2018, during school hours, at no cost to the district.
26. Approve Ida Palmieri, to provide preschool parent training, January 8, 2019, January 15, 2019 and January 22, 2019, during school hours, at no cost to the district.
27. Approve Heni Mozes, Early Childhood Supervisor and Rochel Lazewnik, LECC parent liaison to meet with Donna L Milanowycz of SPAN Parent Advocacy Network, Family Resource Specialist Ocean County, NJ Statewide Parent to Parent Central Regional Associate, October 16, 2018, at the Preschool Family Resource Center, at no cost to district.
28. Approve the following placements for the Fall 2018 semester for student teaching (subject to approval of Criminal History background check):

LAST NAME	FIRST NAME	COLLEGE/UNIVERSITY	PLACEMENT	DATES FOR PLACEMENT
Liani	Elisheva	Grand Canyon	LECC	10/25/18-120 hours
Oxte	Maritza	GCU	SSS	30 HOURS
Dick	Rivka	Univ. of Cincinnati	Related Svcs. Speech	10/25/18 25 hours
Fink	Sarah	Univ. of Cincinnati	Related Svcs. Speech	10/25/18 25 hours

29. Approve the following placements for the FALL 2018 semester for student observation only:

LAST NAME	FIRST NAME	COLLEGE/UNIVERSITY	PLACEMENT	DATES FOR PLACEMENT
Valerio	Miranda	GCU	OSS	10/25/18-12/14/18
Megill	Emily	Rider	CAGS	15 hours 10/25/18 beginning
Frey	Brian	GCU	CAGS	50 hours 10/25-12/14/18

30. Approve the following LECC staff on an as needed basis for transportation After-Care for the 2018-2019 school year, at a rate for certificated staff at \$40.00 per hour and non-certificated staff at \$20.00 per hour, to be paid through payroll budget lines.

Certificated	Non-Certificated
DeGuilio-DeCarlo, Jillian	Neri, Rosaria
	Tobon, Blanca

31. Approve Professional Development for the following staff for the 2018-2019 school year:

Last Name	First Name	Workshop	Date(s)	Register Fee	Mileage	Other
Dunn	Gladys	*NJ Science Convention	10/24/18	\$175.00	\$0.00	\$0.00
Bukowinski	Mary	**I&RS Training	10/25/18	\$178.00	\$31.62	\$0.00
Currao	Vincent	OC Athletic Directos Meeting	10/19,11/16,12/14 2/22,3/22,4/19,5/17	\$0.00	\$52.95	\$0.00
Currao	Vincent	OCIAL-Middle School Meeting	10/12/18	\$0.00	\$11.04	\$0.00
Glatzer	Barbie	**Phonics First Orton Gillingham Primary	10/29,11/13,11/14	\$1,195.00	\$45.26	\$0.00
Greene	Elyssa	**Anti-Bullying Bill of Rights Workshop	11/12/18	\$75.00	\$0.00	\$0.00
Greene	Elyssa	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$0.00	\$0.00
Hoffman	Corinne	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$0.00	\$0.00
Hutchison-Daniluk	Valerie	HOSA Advisor Meeting	10/26/18	\$0.00	\$0.00	\$0.00
Hutchison-Daniluk	Valerie	**NJ Science Convention	10/23,10/24	\$295.00	\$21.45	\$0.00
Iacono	Lori	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$0.00	\$0.00
Klein	Rachel	MentorNJ Library	10/5/18	\$0.00	\$14.57	\$0.00
Orellana	Oscar	OCC Informative Workshop	9/28/18	\$0.00	\$5.82	\$0.00
Orellana	Oscar	**I&RS Training	10/25/18	\$178.00	\$34.84	\$0.00
Orellana	Oscar	Counselor Training	10/24/18	\$0.00	\$1.24	\$0.00

Last Name	First Name	Workshop	Date(s)	Register Fee	Mileage	Other
		GCU				
Palmieri	Ida	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$0.00	\$0.00
Sanchez	Sharon	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$18.78	\$0.00
Simonelli	Dana	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$0.00	\$0.00
Small	Leilanie	*Latino Family Literacy Webinar	9/26/18	\$200.00	\$0.00	\$0.00
Napolitano	Tara	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$0.00	\$0.00
Salins	Andris	**Legal One Bullying Law Update	10/25/18 2/19/19 4/2/19	\$450.00	\$0.00	\$0.00
Solar	Sharon	***Autism NJ 36 th Annual Conference	10/18/18 10/19/18	\$175.00	\$0.00	\$0.00
Varela	Gloria	**I&RS Training	10/25/18	\$178.00	\$32.74	\$0.00
Walker	Stephanie	**I&RS Training	10/25/18	\$178.00	\$31.93	\$0.00
Carrion	Damansinai	****AP ENGLISH LITERATURE & COMPOSITION SUMMER INSTITUTE	8/6/18 8/7/18 8/8/18 8/9/18	\$1,050.00	\$24.24	\$560.00
Anderson	Sherriese	Intake/Tour CPC Highpoint	10/11/18	\$0.00	\$15.25	\$0.00
Di Miceli	Rosalie	**I&RS Training	10/25/18	\$178.00	\$31.62	\$0.00
Filkin	Karen	Tour Regional Day	10/11/18	\$0.00	\$6.75	\$0.00
Fox	Paulette	**I&RS Training	10/25/18	\$178.00	\$16.00	\$0.00
Laureigh	Melissa	**NJ Science Convention	10/23,10/24	\$295.00	\$21.45	\$0.00
Lieberman	Benjamin	**What should the next generation of science teaching & learning look like in the classroom I'm observing	11/16/18	\$178.00	\$32.86	\$4.50
Rosenberg	Yocheved	Student Re-eval	10/15/18	\$0.00	\$1.67	\$0.00

Last Name	First Name	Workshop	Date(s)	Register Fee	Mileage	Other
		SCHI				
Rosenberg	Yocheved	Student Re-eval Lehman	10/16/18	\$0.00	\$2.85	\$0.00
Rosenberg	Yocheved	Hawkswood School Annual Review Mtg.	10/19/18	\$0.00	\$12.15	\$0.00
Zentman	Chana	IEP Mtg. Titusville Academy	10/12/18	\$0.00	\$28.76	\$0.00
Bukowinski	Stephen	**I&RS Training	10/25/18	\$178.00	\$29.94	\$0.00
Elenski	Kelly	Mock Trial Workshop	10/25/18	\$0.00	\$34.41	\$0.00
Hutchison- Daniluk	Valerie	**Making Best Use of Google Classroom	12/6/18	\$259.00	\$38.07	\$0.00
Orellano	Oscar	Issuing Officer Training for Employment Certificates	12/3/18	\$0.00	\$22.41	\$0.00

*ACCOUNT #20-241-200-500-15-0015

**ACCOUNT #20-270-200-500-15-0015

***ACCOUNT 311-000-223-320-00-0000

**** REGISTRATION/MILEAGE ACCT# 20-270-200-500-15-0015

32. Approve preschool Community and Parent Involvement Specialists, Emilia Cuzco and Reina Flores to attend monthly meetings at the Ocean County Council for Young Children for the 2018-2019 school year.
33. Approve Colleen Giaconia, Linda Schenck, Heather Ross, Anna Livingston, and Eric Putman chaperone, as needed, for LMS Halloween Day Dance, October 26, 2018, at a rate of \$50.00 per chaperone, to be paid through budget account # 15-130-100-101-04-1017. A maximum number of chaperones will be determined based on the number of confirmed students attending as of Thursday, October 25, 2018.
34. Approve two (2) security specialists to provide security for the LMS Halloween Day Dance, October 26, 2018, to be paid \$23.78 per hour, for 3 hours each, not to exceed \$142.68, to be paid through budget account # 11-000-266-100-00-0000.
35. Approve for the 2018-2019 school year Tender Touch to provide additional supports for Yesod 3,4 and 5th grade ICRP and 6,7and 8th grade ICRP to include 3 hours of behavioral support by a certified BCBA per week per class, Psychological/ behavioral support per week per class of counseling/behavioral support by a certified psychologist not to exceed 75 hours per year for both classes, 12 hours per week per class of paraprofessional services to

carryover behavioral plans and an additional 10 hours per week per class of supervision by a certified special education teacher with a minimum of 5 years of experience, not to exceed \$100,000 to be paid from Lakewood Township Grant.

36. Approve the following Ella G. Clarke staff to hold detention for 1 hour on Thursday's for the 2018-2019 school year, on a rotating basis as needed, at a rate of \$40.00 per hour, not to exceed \$1,280.00, to be paid through budget account #11-401-100-100-00-0000.

Luick, Ann
Molloy, Joan
Ortiz, Danielle
Stuart, Dena

37. Approve the renewal of fifty Reading A-Z licenses through the Learning A-Z Company, at a cost not exceed \$5,472.12, to be paid for through budget accounts: 15-190-100-610-07-0007; 15-190-100-610-10-0010; 15-190-100-610-06-0006; 15-190-100-610-09-0009.
38. Approve the following staff members to join the K-2 ELA Curriculum Team and participate in the monthly team meetings. The cost of substitutes not to exceed \$10,000.00, to be paid for through budget account 20-270-100-300-15-0015.

MEMBER	SCHOOL
Kelly Albertson	Piner
Stefani Mercer	Piner
Stacy Moses	Spruce
Danielle Milon	Spruce
Alison Metelski	Spruce
Stephanie Walker	Piner
Monica Farias	Piner
Jenn Capper Paterson	Oak
Shannon Meyers	Clifton
Jonathan Jones	Clarke
Tova Feifer	District Supervisor
Carolyn Kauffman	District Coach
Lauren Stross	District Coach
Jessica Ring	Building Administrator AP

39. Approve the K-5 District Language Arts and Math Coaches (Lauren Stross, Carolyn Kauffman, Harriette Reynoso, Amanda SantaMaria, and Stephanie Nechiedowitz) and the Curriculum Supervisors to provide grade-specific ELA and Math training for K-5 classroom and ICS teachers who are new to the district or their grade level. Kindergarten and First Grade teachers will be trained on November 1, 2018. Second and Third Grade teachers will be trained on November 6, 2018. Fourth and Fifth Grade

teachers will be trained on November 7, 2018. Eight full-day substitutes will be needed for November 1, 2018. Twelve full day substitutes will be needed for November 6, 2018. Six full-day substitutes will be needed for November 7, 2018. The total cost of substitutes will not exceed \$3,500.00, to be paid through budget account # 20-270-100-300-15-0015. The following teachers will attend this training:

Kindergarten November 1, 2018, 8:30-3:00	
Teacher Name	School
Mercer, Tiffany	SSS
Farinella, Silvia	SSS
Kelly, Suzette	SSS
Bellissimo, Alicia	Piner
Beck, Rae	Piner
Marques, Kirsten	Piner

First Grade November 1, 2018, 8:30-3:00	
Teacher Name	School
Bridget Tjarks	SSS
Ashley Gahr	OSS

Second Grade November 6, 2018, 8:00-2:30	
Teacher Name	School
Marrano, Melissa	OSS
Nausedas, Laura	OSS
Priante, Kimberly	OSS
Fountanes, Elizabeth	EGC
Schaefer, Melanie	CAGS
Mendyk, Eric	CAGS
Ferlisi, Samantha	CAGS
Meyers, Shannon	CAGS
Donovan, Taylor	CAGS
Truax, Paige	CAGS
Perez, Rita	CAGS

Third Grade November 6, 2018, 8:00-2:30	
Teacher Name	School
Horner, Jacquelyn	OSS
Rackham, Suzanne	OSS
Ziegler, Megan	OSS
Carini, Andrea	OSS
Casale, Leanna	CAGS

Fourth Grade November 7, 2018, 8:00-2:30	
Teacher Name	School
Smith, Cori	OSS
Bugbee, Peter	OSS
Lane-Downing, Kimberly	OSS

Fifth Grade November 7, 2018, 8:00-2:30	
Teacher Name	School
Van Orden, Diana	OSS
Grant, Victoria	OSS
Hatcher, Laura	OSS
Coward, Jennifer	EGC
Sheridan, Susan	EGC
Rogers, Renee	EGC
Dimarsico, Kaitlin	CAGS
Hagmann, Kathryn	CAGS
Donovan, Taylor	CAGS

40. Approval for the Lakewood Early Childhood Center to host the County Council for Young Children's School Readiness Initiative for 2 hours bimonthly from November 2018 through June 2019, at no cost to the district.
41. Approve each the following LHS teachers to teach a 7th high school math class, effective October 2018 and to remain in effect until the high school math vacancy is filled, at a rate of \$1,000 per month, per teacher, to be paid through budget account #15-140-100-101-03-0003.
- Spicer, Alaina
Lang, Arthur
Magbanua, Iryna
Webb, Lenore

42. Approve Homebound Instruction Services to the following Non-Public student to be paid through Chapter 192 funding budget account # 20-504-100-320-16-0000. Not to exceed 30 days at a rate of \$34.73 per hour, maximum of 10 hours per week:

ID:	Rational:
219	Medical

43. Approve Jim Rahn, Math Through Discovery, to provide professional development services to the high school math teachers for 15 days, from October 2018 through April 2019, at a cost of \$1,200.00 per day, to be paid through budget account # 15-000-223-320-03-0003.

44. Approve the 2018-2019 tuition costs for the following out-of-district placements, to be paid through budget account # 11-000-100-566-00-0000.

Number	Placement	Per Diem Rate/Monthly Rate	Aide/Nurse Per Diem/Monthly	Billable Days	Start Date
184155	Collier School	\$328.00/day		180	9/5/2018-6/30/2019
908189	Collier School	\$328.00/day		180	9/5/2018-6/30/2019
927779	New Road School of Ocean	\$286.14/day		170	9/24/2018-6/30/2019
926793	SCHI	\$509.51/day		180	9/3/2018-6/30/2019
927129	SCHI	\$509.51/day		175	9/12/2018-6/30/2019
926656	The Center for Education	\$322.59/day		190	7/30/2018-6/30/2019
926418	The Center for Education	\$322.59/day		180	9/3/2018-6/30/2019
926489	The Center for Education	\$322.59/day		210	7/2/2018-6/30/2019
926811	The Center for Education	\$322.59/day		176	9/7/2018-6/30/2019
926573	The Center for Education	\$322.59/day		180	9/3/2018-6/30/2019
918302	The Center for Education	\$322.59/day		170	10/4/2018-6/30/2019
927097	The Center for Education	\$322.59/day		167	10/9/2018-6/30/2019
917529	The Center for Education		\$105.00/day	210	7/2/2018-6/30/2018
926571	The Center of Education	\$322.59/day		210	7/2/2018-6/30/2019
915268	The Laurel School of Princeton	\$4,255.70/month \$4,620.00/ESY		10 months	9/1/2018-6/30/2019
201061	The Newgrange School of Princeton, Inc.	\$323.91/day		184	9/6/2018-6/30/2019
926664	Children's Center of Monmouth County, Inc.	\$306.36/day	\$160.00/day	160	10/2/2018-6/30/2019

45. Approve the 2018-2019 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-569-00-0000.

Number	Placement	Per Diem Rate/Monthly Rate	Aide/Nurse Per Diem/Monthly	Billable Months	Start Date
917549	Bnos Brocha		\$3,500.00/month	10	9/1/2018-6/30/2019
917204	Cheder Toras Zev	Related Services \$1,920.00/month	\$3,500.00/month	10	9/2/2018-6/27/2019
920251	Congregation Bnos Devorah Inc.		\$3,500.00/month	10	9/3/2018-6/28/2019
195335	Oros Bais Yaakov High School	\$1,080.00/month	\$2,310.00/month	10	9/1/2018-6/30/2019
906888	SCSC Inc./Mekor Hachinuch	\$1,381.60/month	\$3,500.00/month	10	9/1/2018-6/30/2019
910909	SCSC Inc./Mekor Hachinuch	\$4,350.00/month		10	9/1/2018-6/30/2019
909210	SCSC Inc./Mekor Hachinuch	\$1,500.00/month		10	9/1/2018-6/30/2019
912776	SCSC Inc./Mekor Hachinuch	\$1,500.00/month	\$2,500.00/month	10	9/1/2018-6/30/2019
917921	Yeshiva Orchos Chaim		\$3,500.00/month	10	7/1/2018-6/27/2019
915076	Yeshiva Orchos Chaim	Related Services \$2,640.00/month	\$3,500.00/month	10	9/2/2018-6/27/2019
165326	Yeshivas Emek Hatorah *	\$3,415.00/month	\$6,300.00/month	10	9/1/2018-6/30/2019

*CORRECTION FROM 9/17/2018 BOARD MEETING

46. Approve the 2018-2019 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-563-00-0000.

Number	Placement	Per Diem Rate/Monthly Rate	Aide/Nurse Per Diem/Monthly	Billable Days	Start Date
194500	Mercer County Technical School	\$30.56/day		180	9/6/2018-6/30/2019

47. Approve the 2018-2019 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-561-00-0000.

Number	Placement	Per Diem Rate/Monthly Rate	Aide/Nurse Per Diem/Monthly	Billable Days	Start Date
913054	Berkley Township Board of Education	\$80.86/day		180	9/5/2018-6/28/2019
175331	Marie H. Katzenbach School For The Deaf	\$434.57/day		181	9/10/2018-6/30/219
907812	Toms River Board of Education	\$71.94/day		172	9/18/2018-6/20/2019
906178	Toms River Board of Education	\$73.27/day		172	9/18/2018-6/20/2019

48. Approve parent reimbursement for student 910226 to attend Camp Bonim Lamokom for ESY 2018 at a cost of \$7,250.00.

49. Approve 1st Step Up (Lucia Zubizaretta) to provide the following services for the 2018-2019 school year; PT Sessions at \$165.00 per hour, full evaluation at \$370.00 per hour, consultation at \$240.00 per hour, to be paid through budget account number 11-000-217-320-00-0000.

50. Approve Therapy World Inc., to conduct the following services for student 906843 for the 2018-2019 school year; to be paid through budget account number 11-000-216-320-00-0011.

- a. \$110.00 per session (speech/feeding therapy- 3x40 minute sessions)
- b. \$80.00 per session (occupational therapy- 2x40 minute sessions)
- c. \$110.00 per 40 minutes for speech therapy related services (re-evaluations, report writing, IEP Meetings)
- d. \$80.00 per 40 minutes for occupational therapy related services (re-evaluations, report writing, IEP Meetings)

51. Approve the following nursing companies to provide one to one nursing for the 2018-2019 school year; to be paid through budget account #11-000-217-320-00-0000 as follows:

Student ID	Agency	Rate per hour
927097	Bayada Home Health Care, Inc.	\$50.00/hr
926012	Preferred Home Health Care & Nursing Services, Inc.	\$47.00/hr-LPN \$50.00/hr- RN
926658	Starlight Homecare Agency, Inc. d/b/a Star Pediatric Home Care Agency	\$50.00/hr
925333	Starlight Homecare Agency, Inc. d/b/a Star Pediatric Home Care Agency	\$50.00/hr

52. Approve NJ Commission for the Blind and Visually Impaired to service the following students for the 2018-2019 school year, to be paid through budget account # 11-000-216-320-00-0000.

Number	Placement	Rate	Start Date
915084	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
923021	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
918920	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
917733	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
917921	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
914228	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
10487	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
912776	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019
919175	Commission For The Blind and Visually Impaired	\$1,900.00	9/1/2018-6/30/2019

53. Medical/Administrative Homebound Instruction for the following students by the following agency/consultant, to be paid through budget account #11-150-100-320-00-0000).

Number	Agency/Consultant	Date	Hourly Rate
926460	Stacy Moses	10/7/18 – 11/7/18	\$40.00
927621	Kathy Bowers	9/27/18 – 10/28/18	\$40.00
908288	Silvergate Prep	10/2/18 – 11/2/18	\$50.00
908288	Learnwell	9/9/18 – 9/23/18	\$49.00
905982	Kathryn Bower	10/7/18 – 11/7/18	\$40.00
195329	Kathryn Bower	9/7/18 – 11/7/18	\$40.00
912193	Kathryn Bower Jeanette Callahanmelia Carmella Quick/TBD	10/7/18 – 11/7/18	\$40.00
205333	Rachel Klein	10/7/18 – 11/7/18	\$40.00
909195	Florence Bivins Rhoney	9/7/18 – 11/7/18	\$40.00
909136	TBD	9/25/18 - 10/2/18	\$40.00
906829	Children's Hospital of Philadelphia (CHOP)	10/1/18 – 11/1/18	\$56.57
175325	Barry Hoberman	10/7/18 – 11/7/18	\$40.00
905712	Tree of Knowledge	10/7/18 -11/7/18	\$50.00
191277	Michael Hadley, Iryna Magbanua	10/7/18 – 11/7/18	\$40.00
927836	Leilanie Small/Allison Havemann	10/9/18 – 11/9/18	\$40.00
911099	Tyler Flint	9/7/18 – 11/7/18	\$40.00
915712	Tracy Brenman	10/7/18 – 11/7/18	\$40.00
906953	TBD	9/25/18 – 10/2/18	\$40.00
204275	Aimee Klinger	9/20/18 – 11/20/18	\$40.00
181188	Nancy Kwicinski, Michael Hadley	10/9/18 – 1/9/19	\$40.00

Number	Agency/Consultant	Date	Hourly Rate
194374	Kathryn Kirby	10/1/18 – 10/16/18	\$40.00
205153	Michael Hadley	10/1/18 -10/16/18	\$40.00
205153	Todd Pizzella	10/16/18 – 11/16/18	\$40.00
194265	Learnwell	9/25/18 -10/9/18	\$49.00
225347	Michael Hadley	10/17/18 -11/17/18	\$40.00
191270	Tanya Lees	10/17/18 -11/17/18	\$40.00

54. Student #908319 as per IEP, to be provided with counseling at a rate not to exceed \$150.00 per session and home instruction at a rate not to exceed \$40.00 per session by Tree of Knowledge from June 2018 until September 2018, to be paid from budget account #11-150-100-320-00-0000.
55. Approve Handle With Care, Behavior Management Systems, Inc. to present workshops, “Verbal Skills Training, Physical Skills Training and Instructor Certification Program” on November 12, 2018, November 13, 2018, November 14, 2018 and November 15, 2018, at a cost not to exceed \$11,500.00, to be paid through budget account #11-000-223-320-00-0000.
56. Approve the following translators for Child Study Team meetings, at a rate of \$25 per hour, not to exceed 25 hours per week for the 2018-2019 school year, to be paid through budget account #11.000.219.104.13.0013
- Luz Nieves
 - Kimberly Gabuardi
57. Approve Sunday Training and coaching at a cost of \$4,939.00 which includes training and materials to be held on October 30, 2018 through Title IIA funds from Account#20-270-200-300-15-0015, not to exceed \$4,939.00.
58. **Be It Hereby Resolved**, that the Board of Education to approve the following settlement in the student matter captioned, B.D. & T.D. o/b/o A.D. v. Lakewood Township Board of Education, EDS-13267-18 / Ref: 2019-28760, and in accordance with the terms of the Agreement which is on file in the office of the Business Administrator.
59. **Be It Hereby Resolved**, that the Board of Education approve the following settlement in the student matter captioned, B.G. & R.G. o/b/o Y.G. v. Lakewood Township Board of Education, EDS-13246-18 / Ref: 2019-28764, and in accordance with the terms of the current Agreement which is on file in the office of the Business Administrator.
60. **Be It Hereby Resolved**, that the Board of Education approve the following settlement in the student matter captioned, J.G. & L.G. o/b/o R.G. v. Lakewood Township Board of

Education, EDS-13184-18 / Ref: 2019-28759, and in accordance with the terms of the current Agreement which is on file in the office of the Business Administrator.

61. **Be It Hereby Resolved**, that the Board of Education approve the continuation with modifications in the student matter captioned, I.N. & B.N. o/b/o Y.N. v. Lakewood Township Board of Education, EDS-13269-18 / Ref: 2019-28763, and in accordance with the terms of the current Agreement which is on file in the office of the Business Administrator.
62. **Be It Hereby Resolved**, that the Board of Education approve the continuation, with modifications in the student matter captioned, S.W. & M.W. o/b/o H.W. v. Lakewood Township Board of Education, EDS-14525-18 / Ref: 2019-28876, and in accordance with the terms of the current Agreement which is on file in the office of the Business Administrator.
63. **REMOVED**
64. **Be It Hereby Resolved**, that the Board of Education continue with modifications in the student matter captioned, S.W. o/b/o Y.W. v. Lakewood Township Board of Education, EDS-12399-17 / Ref: 2018-26752, and in accordance with the terms of the current Agreement which is on file in the office of the Business Administrator.
65. Approve the Lakewood Middle School community partnership with Sole Culture LLC, Dino Silva. This collaboration with Sole Culture LLC will look to support student success for citizenship and academics. This shared responsibility will engage students and staff in meaningful and culturally appropriate ways. Sole Culture LLC will also support our PBSIS, Elements, Ambassador and Hometown Hero Programs. Accept the following donations: 2 pairs of Adidas Yeezy Sneakers for National Violence Awareness Week student raffle winners. One \$100 Primark Gift Card for a LMS student in need.
66. Approve the following Early Childhood teachers to go on home visits between October 25, 2018 and June 20, 2019, during after-school hours, at a rate of \$40.00 per hour, not to exceed 15 hours each, to be paid through account #20-220-200-110-00-0000.

Mullen, Jennifer
Rindner, Susie
Slawsky, Brueck
Weinick, Tammy

67. Approve the **Memorandum of Agreement with the Lakewood Administrators Association for the 2018-19 through 2020-21 school years**. In addition, authorize the Superintendent and Business Administrator to send the approved Memorandum of Agreement to the Lakewood Administrators Association for ratification.

68. Approve Morah Moves LLC to provide a full day in service training on "School Moves in the Classroom Setting," for Occupational and Physical Therapists, Monday, December 10, 2018, , cost includes the presentation and material, at a cost not to exceed \$3,275.00, to be paid through budget account # 11-000-216-610-15-0015.
69. Approve Aliza Beren, M.A BCBA to provide additional behavioral support at the NPSSP extension program for the 2018-2019 school year, at a rate of \$100.00 per hour, not to exceed 98 hours, to be paid Through IDEA Nonpublic Grant funds, budget account #20-250-200-300-16-XXXX.
70. Approve Chaya Kramer to provide additional speech evaluation write ups for the 2018-2019 school year, at a rate of \$300.00 per speech evaluation, not to exceed total \$17,700.00, to be paid through budget account # 11-000-216-100-15-0000.
71. **Resolved**, upon the recommendation of the Superintendent that Employee I.D. # 7856 is hereby suspended with pay through October 24, 2018 and be terminated as of November 7, 2018.
72. **Resolved**, upon the recommendation of the Superintendent that Employee I.D. # 8138 is hereby suspended with pay through December 22, 2018 and be terminated as of December 22, 2018.

IMPORTANT INFORMATION:

Fire Drill Report – September 2018
Security Drill Report – September 2018
HIB Report – September/October 2018

B. PERSONNEL

1. CERTIFICATED

a. Resignations

1. TORRES, Yanira
Teacher – 2nd Gr. Bilingual – OSS
Effective: November 18, 2018
2. ANTONUCCI, Joseph
Teacher – Special Education ABA – Piner
Effective: November 21, 2018 or sooner

3. REQUE, Kimberly
Teacher – ICR – EGC
Effective: December 2, 2018 or sooner
4. COLABELLI, Olivia
Teacher – ESL – CAS
Effective: December 17, 2018 or sooner
5. MCDONALD, Jacquelyn
Teacher – Math – LHS
Effective: November 1, 2018
6. Schmitz, Alexa
Cheerleading Coach
Declined Position

b. Retirements

1. Rovira, Susan
Teacher – Music – EGC
December 31, 2018

c. Terminations

1. Employee #8168
Teacher – LHS
Effective: December 18, 2018
2. Employee #8138
Teacher – Piner
Effective: December 22, 2018

d. Leaves of Absence

1. ACEVEDO, Luanne
Teacher-EGC
FMLA-Medical-Sick (39 days)-Paid
Effective: September 12, 2018
Returning: November 12, 2018
(pending attendance data)
2. BELL, Laura
Social Worker-CST/CAGS
FMLA-Sick (20.5 days) & Personal(4 days)-Paid

Effective: October 29, 2018
Terminating: December 5, 2018(.5)
FMLA-Extra Consideration minus Sub pay (24.5)-Paid
Effective: December 5, 2018(.5)
Returning: January 24, 2019
(revised from original Board approved end date per new
Dr.s'note)

3. COHEN, Chaya
Teacher-LECC
NJFL-Unpaid
Effective: October 22, 2018
Terminating: December 2, 2018
NJFL-Sick (10 days)-Paid
Effective: December 3, 2018
Returning: December 17, 2018
(pending attendance data)

4. COPLAN, Lisa
Teacher-CAGS
FMLA-Sick (55 days)-Paid
Effective: January 2, 2019
Terminating: March 24, 2019
NJFL-Sick (9 days)-Paid
Effective: March 25, 2019
Terminating: April 4, 2019
(pending attendance data)
NJFL-Unpaid
Effective: April 5, 2019
Returning: May 6, 2019

5. DAUM, Etty
Speech Therapist-Related Services/LECC
NJFL-Unpaid
Effective: October 19, 2018
Returning: November 5, 2018

ERREICH, Rachel
Teacher-Piner
Contractual-Unpaid
Effective: September 24, 2018
Returning: November 14, 2018
(revised for new end date from original Board approved 9/27/18
agenda)

6. FAGLIARONE, Sabrina
Teacher-Piner
FMLA-Sick (41 days) & Personal (4 days)-Paid
Effective: November 16, 2018
Terminating: January 31, 2019
(pending attendance data)
FMLA-Unpaid
Effective: February 1, 2019
Terminating: February 24, 2019
NJFL-Unpaid
Effective: February 25, 2019
Terminating: May 19, 2019
Contractual-Unpaid
Effective: May 20, 2019
Terminating: June 30, 2019
7. FODOR, Andrew
Teacher - LMS
NJFL-Bonding-Personal (3 days)-Paid
Effective: November 5, 2018
Terminating: November 11, 2018
(pending attendance data)
NJFL-Bonding-Unpaid
Returning: November 12, 2018
8. GARFUNKEL, Chaya Sara
Supervisor
FMLA-Sick (22 days) & Vacation (15 days) & Personal (4 days)-Paid
Effective: October 5, 2018
Returning: December 10, 2018
(revised from original board approved 9/17/18 for use of sick days
and went out early)
9. HALLE, Michelle
Social Worker-LECC
FMLA-Medical-Sick (9 days)-Paid
Effective: September 4, 2018
Terminating: September 19, 2018
(pending attendance data)
FMLA-Medical-Unpaid
Effective: September 20, 2018
Returning: November 19, 2018 (pending Dr.s' release)

10. QUINLAN, Brian
Teacher-LMS
FMLA-SICK (10 Days)-Paid
Effective: January 2, 2019
Returning: January 22, 2019
FMLA-Sick (10 days)-Paid
Effective: June 3, 2019
Returning: June 17, 2019
11. ROSENBERG, Yocheved
Psychologist-CST/CAGS
Contractual-Sick (7 days)-Paid
Effective: November 7, 2018
Terminating: November 19, 2018
(pending attendance data)
Contractual-Unpaid
Effective: November 20, 2018
Returning: December 19, 2018
12. TSCHINKEL, Amy
Teacher-SSS
NJFL-Sick (2 days)-Paid
Effective: November 1, 2018
Terminating: November 4, 2018
(pending attendance data)
NJFL-Unpaid
Effective: November 5, 2018
Terminating: December 16, 2018
NJFL-Sick (1) & Personal (4)-Paid
Effective: December 17, 2018
Returning: January 2, 2019
(pending attendance data)
13. WATTS, Tara
Teacher-CAGS
FMLA-Sick (21 days)-Paid
Effective: October 29, 2018
Terminating: December 2, 2018
(pending attendance data)
NJFL-Unpaid
Effective: December 3, 2018
Returning: January 22, 2019

e. Transfers

1. TSAPASTARIS, Ana
Teacher - ESL
From: Piner
To: OSS
Effective: October 15, 2018
Terminating: June 30, 2019
(Due to Increase of Students)
(budget account # 15-240-100-101-10-0010)
2. GLATZER, Barbie
From: Interventionist – Piner
To: interventionist – SSS
Effective: October 28, 2018
Terminating: June 30, 2019
(replacement for G. Tabora – resigned - \$57,641.00)
(budget account # 15-240-100-101-07-0007)
3. BROWN, Maryellen
From: Teacher – Piner
To: Interventionist – Piner
Effective: November 1, 2018
Terminating: June 30, 2019
(replacement for J. Wright – resigned - \$47,441.00)
(budget account 15-240-100-101-10-0010)

f. Appointments

1. *RODGER, Renee
Teacher – 5th Gr. ICR – EGC
Effective: September 26, 2018
Terminating: June 30, 2019
Salary: Step 12, BA - \$53,271.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-213-100-101-05-0005)
(replacement for A Isabelle - reassigned)
(Pending Contract Negotiation)

2. *THOMAS, Dawn
Teacher – 8th Gr. LLD POR
Effective: October 15, 2018
Terminating: June 30, 2019
Salary: Step 15, MA - \$59,171.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-204-100-101-04-0004)
(replacement for J Black - resigned)
(Pending Contract Negotiation)
3. *TALBOT, Heather
Teacher – Special Education Piner
Effective: October 15, 2018
Terminating: June 30, 2019
Salary: Step 11, BA - \$52,641.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-110-100-101-10-0010)
(replacement for J Antonucci - resigned)
(Pending Contract Negotiation)
4. *MARQUES, Kristen
Teacher – K – Piner
Effective: October 17, 2018
Terminating: June 30, 2019
Salary: Step 12, BA15 - \$54,271.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-110-100-101-10-0010)
(replacement for M Brown - reassigned)
(Pending Contract Negotiation)
5. *GERVASINI, Alexis
Teacher – ICR – EGC
Effective: October 31, 2018 or sooner
Terminating: June 30, 2019
Salary: Step 6, MA - \$52,241.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-213-100-101-05-0005)
(New Position)
(Pending Contract Negotiation)
(Pending NJ Certification)

6. *KRAFT, Julianna
Teacher – Art – OSS
Effective: November 26, 2018 or sooner
Salary: Step 3, BA - \$48,341.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-120-100-101-09-0009)
(replacement for S. Ritger – resigned - \$51,041.00)
(Pending Contract Negotiation)
7. *ABDOUH, Ayman
Teacher – Math - LHS
Effective: January 2, 2019 or sooner
Salary: Step 24, BA - \$74,096.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-140-100-101-03-0003)
(replacement for J. McDonald – resigned - \$51,341.00)
(Pending Contract Negotiation)

g. Reappointments – None At This Meeting

h. Salary Adjustments

1. GRANT, Victoria
Teacher – ICR – OSS
Effective: September 1, 2018
Terminating: June 30, 2019
From Salary: Step 2, BA - \$48,041.00
To Salary: Step 2, BA15 - \$49,041.00 prorated
(Correction from 8/29/18 agenda)
2. WILSON, John
JROTC – LHS
From: \$77,243.88
To: \$79,739.88
Effective: September 1, 2018
Terminating: June 30, 2019
(budget account # 15-140-100-101-03-0003)
(Subjected to Salary Requirements of the federal government)

i. Stipends

1. Guidance Counselor – LMS
2018-2019 School Year
(budget account #15-000-218-104-04-0004)

Location	Staff Member	Amount
LHS	Bergamotto, Lisa	\$2,063.00
LMS	Varela, Gloria	\$2,063.00
LMS	Kaminsky, Parker	\$2,063.00
LMS	Greene, Elyssa	\$2,063.00

2. Morning Duty Preschool & Elementary Schools
2018-2019 School Year
7:30 a.m. to 7:45 a.m.
or 8:15 a.m. to 8:30 a.m.
(Depending on the start time of your assigned school.)
Stipend: \$10.00 a day

Karas, Rebecca
Pierce, Lisa
Dentino, Anthony
Tweitmann, Lorraine
Stuart, Dena – Substitute as needed
Pizzella, Todd – Substitute as needed

3. Co-Curricular - EGC
2018-2019 school year
LEA Contract, Schedule G
(budget account #11-401-100-100-05-0005)

Teacher	Position	Stipend
Fox, Paulette	Safety Patrol	\$573.00
Welschman-Hetzel, Karen	Audio Visual	\$726.00
Tweitmann, Lorraine	Stock Room Clerk	\$839.00

4. Co-Curricular - LHS
2018-2019 school year
LEA Contract, Schedule G
(budget account #11-401-100-100-03-0003)

Teacher	Position	Stipend
Lori Iacono Jessica Borress	Psychology Club Co-Advisors	\$627.00-to be split 2 ways \$313.50 each
Samuel Salguero	Gospel Choir Accompanist	\$538.00

5. HUGGINS-DICKEY, Gay
SLE Coordinator
September 2018 – January 2019
Stipend: \$3,500.00
(Perkins budget account #20-360-200-104-03-0000)

6. Winters Coaches
2018-2019 School Year
(budget account # 11-402-100-100-15-0000)

Last Name	First Name	Sport	Position	Group	Step	Salary
Holmes	Randy	Basketball – Boys	Head Coach	I	4	\$8,430.00
Brown	Timothy	Basketball – Boys	Asst. Coach	I	4	\$5,978.00
Clark	Lawrence	Basketball – Boys	Asst. Coach	I	4	\$5,978.00
Drumright	Eugene	Basketball – Boys	Asst. Coach	I	4	\$5,978.00
Timothy	Reddan	Basketball – Boys	Asst. Coach	I	2	\$4,009.00
Correa	Caleb	Basketball – Boys	Asst. Coach	I	2	\$4,009.00
Vanhise	Steven	Basketball – Girls	Head Coach	I	2	\$8,138.00
Walsh	Jillian	Basketball – Girls	Asst. Coach	I	2	\$4,009.00
Componile	Gina	Basketball – Girls	Asst. Coach	I	4	\$5,978.00
Faynor	Brianne	Basketball – Girls	Asst. Coach	I	2	\$4,009.00
Orellana	Oscar	Wrestling	Head Coach	II	4	\$6,795.00
Shelly	Kyle	Wrestling	Asst. Coach	II	4	\$5,365.00
Wudzki	John	Wrestling	Asst. Coach	II	4	\$5,365.00
Peccarelli	Lewis	Track – Boys	Head Coach	III	2	\$5,724.00
Baubles	Evan	Track – Boys	Asst Coach	III	2	\$3,436.00
Luccarelli	Amanda	Track – Girls	Head Coach	III	1	\$5,560.00
Dudley	Kylene	Track – Girls	Asst. Coach	III	1	\$3,273.00

Savini	Kevin	Bowling – Boys	Head Coach	IV	3	\$5,234.00
Armstrong	Kelly	Bowling – Girls	Head Coach	IV	1	\$4,907.00
Worthy	Maxine	Cheerleading	Head Coach	IV	4	\$5,365.00
Saunders	Lauren	Cheerleading	Asst. Coach	IV	3	\$3,598.00
Schmitz	Alexa	Cheerleading	Asst. Coach	IV	1	\$3,271.00
Nagy	Alexander	Wrestling	Asst. Coach	II	1	\$3,954.00

j. Tuition Reimbursement

1. PATELLA, Jennifer
Teacher – OSS
3 credits
EDTC 621 Using the Internet in Education
\$1,749.00
Account #11-000-291-280-00-0000
2. YOFFE, Henny
Teacher – LMS
EDU 693 Educational Assessment
\$2,082.45
Account #11-000-291-280-00-0000

k. Miscellaneous – None At This Meeting

2. NON-CERTIFICATED

a. Resignations

1. TEEPLE, Robert
Security Specialist Substitute – District
Effective: October 9, 2018 or sooner
2. GALLIVAN, Michael
Facility Manager – District
Effective: October 8, 2018
3. RODGER, Renee
Paraprofessional – 1:1 ABA – EGC
Effective: September 26, 2018
(hired as a teacher)

4. DIALLO, Hawaou
Bus Aide
Effective: October 26, 2018
5. BARRY, Kadiatou
Bus Aide
Effective: October 26, 2018
6. KEATING, Joseph
Bus Driver
Effective: October 26, 2018
7. MALIFF, Corey
1:1 AM Duty Stipend LHS – ONLY
Declined Position
8. BLYDEN, Raymond
1:1 AM Duty Stipend LHS – ONLY
Declined Position
9. BULLOCK, Yolanda
Paraprofessional – 1;1 Bilingual – LMS
Declined Position
10. SIEMANOWICZ, Lisa
Secretary I – LHS Guidance
Effective: November 9, 2018
11. ROULEAU, Tessa
Bus Aide – Non-Affiliate – Full-Time
Effective: October 11, 2018
12. The following staff was removed from the
Elementary 1:1 Paraprofessional A.M. Duty Stipend
For the 2018-2019 School Year

Boutsikaris Despina
Giraldo, Martha
Hughes, Patricia
Martinez, Xiomara

b. Retirements

1. Medina, Miriam
Administrative Secretary – LMS
Effective: January 1, 2019
2. INGALLS, Roy
Paraprofessional – 1:1 – LMS
Effective: November 1, 2018
Pending Approval by NJ Division of Pensions

c. Terminations

1. Employee #7856
Bus Driver – District
Effective: November 7, 2018

d. Leaves of Absence

1. CROCKHAM, Patricia
Bus Driver-Transportation
FMLA-Medical-Unpaid
Effective: September 1, 2018
Terminating: November 29, 2018
Contractual-Medical-Unpaid
Effective: November 30, 2018
Returning: March 4, 2019 (pending Dr.'s release)
(corrected from original Board approved 9/17/18)
2. GREENES, Rochel
Paraprofessional-LECC-CI
NJFL-Unpaid
Effective: November 12, 2018
Returning: January 7, 2019
3. HIBBERD, Tiffany
Bus Aide-Transportation
FMLA-Sick (11.5)-Paid
Effective: November 12, 2018
Terminating: November 29, 2018 (.5)
(pending attendance data)
FMLA-Unpaid
Effective: November 29, 2018 (.5)
Terminating: December 5, 2018

NJFL-Unpaid-December 6, 2018

Returning: January 14, 2019

4. PICK, Melissa

Paraprofessional-LMS

FMLA-Medical-Sick (7.5 days) & Personal (4 days)-Paid

Effective: October 5, 2018

Terminating: October 19, 2018 (.5)

(pending attendance data)

FMLA-Medical-Unpaid

Effective: October 19, 2018 (.5)

Returning: October 29, 2018 (pending Dr.s' release)

e. Transfers

1. CENTENO, Yesenia

Paraprofessional – 1:1 – SSS

Effective: October 25, 2018

Terminating: June 30, 2019

(New Position)

(budget account # 11-000-217-106-07-0007)

2. DESENA, Alexandra

From: Title 1 Grants Office

To: Secretary 1 – Guidance – LHS

Effective: October 29, 2018

Terminating: June 30, 2019

Salary: Step 14 - \$30,228.00 prorated

(replacement for L Siemanowicz – resigned - \$27,318.00)

(Pending Contract Negotiation)

f. Appointments

1. *DEPERI, Charles

Facilities Manager - District

Effective: October 24, 2018

Terminating: June 30, 20189

Salary: \$100,000.00 prorated

(replacement for M. Gallivan – resigned - \$95,000.00)

(split 50/50 between budget accounts:

#11-000-261-100-00-0000

#11-000-262-100-00-0000)

2. *MELON, Michael
Security Specialist - Substitute
Effective: September 26, 2018
Terminating: June 30, 2019
Salary: \$24.38 per hour as needed
(replacement for R. Teeple - resigned)
(budget account #11-000-266-100-00-0000)
(Pending Contract Negotiation)
3. *PETRIZZO, Peter
Security Specialist
Effective: September 26, 2018
Terminating: June 30, 2019
Salary: \$24.38 per hour
(replacement for T. Johnson - Retired)
(budget account # 11-000-266-100-00-0000)
(Pending Contract Negotiation)
4. *NAVARRO, Victor
Bus Driver – Non –Affiliate – Full-Time
Effective: September 1, 2018
Terminating: June 30, 2019
Salary: \$20.50 per hour
(Budget account #11-000-270-160-00-0000)
(Pending Contract Negotiation)
(All Bus Drivers will be paid for six (6) hours per day subject to final review at the end of August. Bus Aides will not receive overtime or additional time without the written consent of the Superintendent.)
(Correction from September 17, 2018 Agenda)
5. *SHORT, Kenneth
Copier Center/Warehouse – Part-time
Effective: September 24, 2018
Terminating: June 30, 2019
Salary: \$15.00 per hour
(25 hours per week)
(budget account # 11-000-262-100-00-0000)
(Correction from the September 17, 2018 Agenda)

6. *ZWIERCAN, Grazyna
Paraprofessional – 1:1 – Piner
Effective: October 9, 2018 or sooner
Terminating: June 30, 2019
Salary: Step 10, 90 Credits - \$20,281.00 prorated
(New Position)
(budget account # 11-000-217-106-10-0010)
(Pending Contract Negotiation)
7. *DENTINO, Anthony
Paraprofessional – 1:1 - CAGS
Effective: October 9, 2018 or sooner
Terminating: June 30, 2019
Salary: Step 10, 90 credits - \$20,281.00 prorated
(budget account # 11-000-217-106-06-0006)
(New position per IEP)
(Pending Contract Negotiation)
8. *ROULEAU, Tessa
Bus Aide – Non –Affiliate – Full-Time
Effective: October 9, 2018
Terminating: June 30, 2019
Salary: \$12.25 per hour
(Replacement for G Burroughs resigned)
(Budget account 11-000-270-107-00-0000)
(Pending Contract Negotiation)
(All Bus Drivers will be paid for six (6) hours per day subject to final review at the end of August. Bus Aides will not receive overtime or additional time without the written consent of the Superintendent.)
9. *VALENTIN, Ivelisse
Bus Aide – Non –Affiliate – Full-Time
Effective: October 4, 2018
Terminating: June 30, 2019
Salary: \$12.25 per hour
(New Position)
(Budget account #11-000-270-107-00-0000)
(Pending Contract Negotiation)
(All Bus Drivers will be paid for six (6) hours per day subject to final review at the end of August. Bus Aides will not receive overtime or additional time without the written consent of the Superintendent.)

10. *SLOBISKA, Sandra
Paraprofessional – LLD – LMS
Effective: September 4, 2018
Terminating: June 30, 2019
Salary: Step 8, 90 credits - \$19,952.00 prorated
(New Position)
(RATIFY)
(budget account # 15-204-100-106-04-0004)
(Pending Contract Negotiation)
11. *BROWN, Tori
Paraprofessional 1:1 – EGC
Effective: October 9, 2018
Terminating: June 30, 2019
Salary: Step 15, 90 credits - \$23,148.00 prorated
(budget account # 11-000-217-106-05-0005)
(Replacement for R Rodger - reassigned)
(Pending Contract Negotiation)
12. *NORMAN, Anna
Paraprofessional 1:1 – LMS
Effective: October 15, 2018
Terminating: June 30, 2019
Salary: Step 15, 30 credits - \$22,362.00 prorated
(budget account # 11-000-217-106-04-0004)
(New Position)
(Pending Contract Negotiation)
13. *&***SUBSTITUTE PARAPROFESSIONAL
\$12 Hour

CAPRIANO, Barbara-Highly Qualified
GONZALEZ, Yasmin-90 credits
14. ***Site Supervisor – Building Usage
Effective: 2018-2019 School Year
Stipend: Per Building Usage Policy
- Blyden, Raymond
 - Drumright, Eugene
 - Faone, Anna
 - Lawrence, Timothy
 - Maure, Petrina
 - Peace, Lorraine
 - Starling, Alfred

15. KEATING, Joseph
Bus Driver – Non –Affiliate – Part-Time
Effective: September 1, 2018
Terminating: June 30, 2019
Salary: \$20.50 per hour
(Budget account #11-000-270-160-00-0000)
(on an as needed basis, not to exceed 18 hours per week)
16. *RIZK, Noha
Paraprofessional DIR 1:1 – Piner
Effective: October 22, 2018
Terminating: June 30, 2019
Salary: Step 12, 90 credits - \$20,784.00 prorated
(budget account # 11-000-217-106-10-0010)
(New Position)
(Pending Contract Negotiation)
17. *CANDIA AGUILAR, Adalberto
Paraprofessional – 1:3 – EGC
Effective: October 25, 2018
Terminating: June 30, 2019
Salary: Step 13, 90 credits - \$21,573.00 prorated
(budget account # 11-000-217-106-05-0005)
(replacement for J. Morgan – resigned - \$19,475.00)
(Pending Contract Negotiation)
18. *RIDER, Patricia
Bus Aide – Non –Affiliate – Full-Time
Effective: October 18, 2018
Terminating: June 30, 2019
Salary: \$12.25 per hour
(replacement for S Figueroa – declined position)
(Budget account #11-000-270-107-00-0000)
(Pending Contract Negotiation)
(All Bus Drivers will be paid for six (6) hours per day subject to final review at the end of August. Bus Aides will not receive overtime or additional time without the written consent of the Superintendent.)

19. *VAN VALEN, Laura
Bus Driver – Non –Affiliate – Full-Time
Effective: November 5, 2018
Terminating: June 30, 2019
Salary: \$20.50 per hour
(New Position)
(Budget account #11-000-270-160-00-0000)
(Pending Contract Negotiation)
(All Bus Drivers will be paid for six (6) hours per day subject to final review at the end of August. Bus Aides will not receive overtime or additional time without the written consent of the Superintendent.)
20. REMOVE Duplicate - *NAVARRO, Victor
Bus Driver – Non –Affiliate – Full-Time
Effective: September 1, 2018
Terminating: June 30, 2019
Salary: \$20.50 per hour
(Budget account #11-000-270-160-00-0000)
(Pending Contract Negotiation)
(All Bus Drivers will be paid for six (6) hours per day subject to final review at the end of August. Bus Aides will not receive overtime or additional time without the written consent of the Superintendent.)
(Correction from Board Agenda September 17, 2018)
21. *RITA, Carla
Paraprofessional – Gr. 6-8 ICR/POR – LMS
Effective: September 1, 2018 or sooner
Terminating: June 30, 2019
Salary: Step 10, 0 credits - \$18,092.00 prorated
(budget account # 11-000-217-106-04-0004)
(New position per IEP)
(Pending Contract Negotiation)
(correction from Board agenda September 17, 2018)
22. *BENVENTISTI, Doris
Paraprofessional – K Program – Piner
Effective: October 23, 2018
Terminating: June 30, 2019
Salary: Step 10, 90 Credits - \$20,281.00 prorated
(budget account # 15-110-100-101-10-0010)
(replacement for K Marques – resigned \$20,281.00))
(Pending Contract Negotiation)

23. *SEERY, Daniel

Paraprofessional – LLD Program – LMS

Effective: October 23, 2018

Terminating: June 30, 2019

Salary: Step 10, 90 Credits - \$20,691.00 prorated
(budget account # 15-204-100-106-04-0004)
(increase of students)

24. *DALY, Samantha

Paraprofessional – 1:1 – CAS

Effective: October 23, 2018

Terminating: June 30, 2019

Salary: Step 5, 90 Credits - \$19,475.00 prorated
(budget account # 11-000-217-106-06-0006)
(replacement for S. Cruz – resigned - \$19,214.00)

g. Reappointments – None At This Meeting

h. Salary Adjustments– None At This Meeting

i. Stipends

1. Elementary 1:1 Paraprofessional A.M. Duty Stipend

Stipend: \$1,000.00 prorated

2018-2019 School Year

(This Stipend Is Pensionable)

(as per salary line account)

Name	Location
Jones-Brown, Tori	EGC
As Of October 9, 2018	Prorated
Norman, Anna	LMS
As Of October 15, 2018	Prorated
Alban, Monica	SSS
Bradley, Christy	SSS
Antuna, Lizette	SSS
Killeen, George	LMS
Wood, Janet	LMS
Guadagno, Linda	LMS
Emporelli, Eleni	LMS
Lamaruggine, Joanne	LMS
Flores, Reina	LECC
Mizrahi, Nechama	LECC

Name	Location
Cangialosi, Julie	*LECC
Cardone, Theresa	*LECC
Cunningham, Lois	*LECC
Knap, Eileen	*LECC
Kortenhaus, Kim	*LECC
Poloski, Brittany	*LECC
Quigley, Dana	*LECC
Sandomeno, Kriste	*LECC
Scudieri-laflice, Jennifer	*LECC
Romano, Eileen	*LECC
Antinori, Gialeen	*OSS
Berrios, Alexandra	*OSS
Beam, Melanie	*OSS
Brooks, Benjamin	*OSS
Buckley, Amelia	*OSS
Carr, Terri	*OSS
Fernandini, Wendy	*OSS
Haupt, Brenda	*OSS
LaBarre, Timothy	*OSS
Lamaruggine, Angela	*OSS
Maratinez, Nivia	*OSS
McKinnon, Jessica	*OSS
Nisivoccia, Jessica	*OSS
O'Neill, Diana	*OSS
Panora, Jennifer	*OSS
Primmer, Gail	*OSS
Sutton, EaVan	*OSS
Vega, Giselle	*OSS

(*Correction from September 17, 2018 for LECC staff, OSS staff)

j. Miscellaneous

1. Name Correction

From: GEVES, Denise

To: GREVES, Denise

Paraprofessional – 1:1 – Piner

Effective: September 17, 2018

Terminating: June 30, 2018

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

Motion: Mrs. Gonzalez **Second:** Mrs. Jackson-Byers

5 Ayes: Mr. Zlatkin, Mrs. Gonzalez, Mr. Newhouse, Mrs. Jackson-Byers, Mr. Bender

0 Nays:

0 Abstained:

4 Absent: Mr. Nakdimen, Mr. Rodriguez, Mr. Tendler, Mr. Treisser

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

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

- *** This position does not include the following:

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

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

XII. OLD BUSINESS

XIII. NEW BUSINESS

XIV. GOOD AND WELFARE

Mr. Bender offered condolences to Mr. Barry Iann, Past Board President and his family on the passing of his mother.

XV. ADJOURNMENT

Motion to Adjourn:

Motion: Mrs. Gonzalez **Second:** Mrs. Jackson-Byers

Meeting was adjourned at 9:35 p.m.

I, Robert S. Finger, Interim Business Administrator/Board Secretary, of the Lakewood Board of Education, hereby certify this to be a true copy of the Minutes from a public meeting held on October 24, 2018.



Robert S. Finger, Interim Business Administrator/Board Secretary

November 14, 2018

**1613 DISCLOSURE AND REVIEW OF APPLICANT'S
EMPLOYMENT HISTORY**

A school district, charter school, nonpublic school, or contracted service provider holding a contract with a school district, charter school, or nonpublic school (hiring entity) shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the hiring entity complies with the requirements of N.J.S.A. 18A:6-7.6 et seq. and as outlined in Policy and Regulation 1613.

An applicant the hiring entity seeks to offer employment to and will fill a position which involves regular contact with students shall be required to provide their employment history pursuant to N.J.S.A. 18A:6-7.7.a.(1). The applicant shall also provide written authorization that consents to and authorizes the disclosure of information regarding the applicant's employment history and the release of related records by the applicant's current or former employer(s) regarding child abuse and/or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(2). The applicant shall also provide a written statement as to whether the applicant has any employment history regarding child abuse or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(3).

A hiring entity shall review an applicant's employment history as required in N.J.S.A. 18A:6-7.7.b. and if the hiring entity determines to continue the applicant's employment application process, the hiring entity shall contact those employers listed by the applicant and request confirmation of the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a.

Upon the hiring entity receiving and reviewing the information disclosed by the applicant's current and/or former employer(s), and finding an affirmative response to any of the inquiries required in N.J.S.A. 18A:7.7.b.(2), and if the hiring entity determines to continue with the applicant's job application process, the hiring entity shall make further inquiries of the applicant's current or former employer(s) to ascertain additional details regarding the information disclosed.

The failure of an employer to provide the information requested by the hiring entity pursuant to N.J.S.A. 18A:6-7.7.b. within a twenty-day timeframe may be grounds for the automatic disqualification of an applicant from employment with a hiring entity in accordance with N.J.S.A. 18A:6-7.9.c.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.c., a hiring entity shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated because of any information received or due to the inability to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.d., a hiring entity shall have the right to immediately terminate an individual's employment or rescind an offer of employment if the applicant is offered employment or commences employment following June 1, 2018 and information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the employer that the employer determines disqualifies the applicant or employee from employment under N.J.S.A. 18A:6-7.6 et seq. The termination of employment pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule, or regulation.

A hiring entity may employ or contract with an applicant on a provisional basis for a period not to exceed ninety days pending review of information received pursuant to N.J.S.A. 18A:6-7.7.b. provided the conditions outlined in N.J.S.A. 18A:6-7.10.b. are satisfied.

All requests for information sent to this school district, charter school, or nonpublic school from a hiring entity regarding a current or former employee in accordance N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee. The Superintendent or designee shall review the request for information and confirm the applicant's employment relationship and ensure the written authorization is in compliance with N.J.S.A. 18A:6-7.7.a.(2) prior to the release of information requested and the release of related records in accordance with N.J.S.A. 18A:6-7.6 et seq.

On or after June 1, 2018, a hiring entity may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that is prohibited as outlined in N.J.S.A. 18A:6-7.12. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is executed, amended, or entered into after June 1, 2018 and that is contrary to N.J.S.A. 18A:6-7.6 et seq. shall be void and unenforceable.

Pursuant to N.J.S.A. 18A:6-7.11, information received by a school district, charter school,

or nonpublic school under Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records. A school district, charter school, or nonpublic school that provides information or records about a current or former employee or applicant shall be immune from criminal and civil liability for the disclosure of the information, unless the information or records provided were knowingly false.

N.J.S.A. 18A:6-7.6; 18A:6-7.7; 18A:6-7.8; 18A:6-7.9;
18A:6-7.10; 18A:6-7.11; 18A:6-7.12; 18A:6-7.13

New Jersey Department of Education Guidance and Resources to Assist with
Pre-Employment Requirements of P.L. 2018, c.5. - June 25, 2018

Adopted:

R 1613 DISCLOSURE AND REVIEW OF APPLICANT'S
EMPLOYMENT HISTORY

A school district, charter school, nonpublic school, or contracted service provider holding a contract with a school district, charter school, or nonpublic school shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students and is offered employment or commences employment following June 1, 2018 unless the school district, charter school, nonpublic school, or contracted service provider complies with the requirements of N.J.S.A. 18A:6-7.6 et seq. as outlined in Policy and Regulation 1613.

A. Definitions (N.J.S.A. 18A:6-7.6 et seq.)

For the purposes of this Policy and Regulation:

1. "Applicant" means any person considered for employment or offered employment for pay or contract for the paid services of any person serving in a position which involves regular contact with students.
2. "Child abuse" means any conduct that falls under the purview and reporting requirements of N.J.S.A. 9:6-8.8 et seq. and is directed toward or against a child or student, regardless of the age of the child or student.
3. "Disclosure Information Request Form" shall be the State of New Jersey Sexual Misconduct/Child Abuse Disclosure Information Request, P.L. 2018, Chapter 5 or a similar form developed by the hiring entity.
4. "Disclosure Release Form" shall be the State of New Jersey Sexual Misconduct/Child Abuse Disclosure Release, P.L. 2018, Chapter 5 or a similar form developed by the hiring entity.
5. "Hiring entity" means all school entities including school districts, charter schools, nonpublic schools, or contracted service providers holding a contract with a school district, charter school, or nonpublic school.
6. "Sexual misconduct" means any verbal, nonverbal, written, or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a

sexual invitation, dating or soliciting a date, engaging in sexual dialogue, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature, and any other sexual, indecent, or erotic contact with a student.

B. Hiring Entity Required Application and Review Process
(N.J.S.A. 18A:6-7.7)

1. A hiring entity shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the hiring entity complies with the provisions of N.J.S.A. 18A:6-7.6 et seq.

a. The hiring entity shall require an applicant to provide a Disclosure Release Form which must include the following information:

(1) A list, including name, address, telephone number and other relevant contact information of the applicant's:

(a) Current employer;

(b) All former employers within the last twenty years that were schools; and

(c) All former employers within the last twenty years where the applicant was employed in a position that involved direct contact with children; and

(2) A written authorization that consents to and authorizes disclosure of the information requested under b. below pursuant to N.J.S.A. 18A:6-7.7.a.(2) and the release of related records by the applicant's employers listed under B.1.a.(1) above, and that releases those employers from liability that may arise from the disclosure or release of records;

(3) A written statement as to whether the applicant:

- (a) Has been the subject of any child abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement agency, or the Department of Children and Families, unless the investigation resulted in a finding the allegations were false or the alleged incident of child abuse or sexual misconduct was not substantiated;
 - (b) Has ever been disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from any employment while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct; or
 - (c) Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct.
- (4) The hiring entity must comply with the requirements of N.J.S.A. 18A:6-7.6 et seq. for every applicant who will be employed by the hiring entity.
- (a) However, the provisions of N.J.S.A. 18A:6-7.6 et seq. may be required by the hiring entity for any applicant.
- b. The Superintendent or designee of the hiring entity will review the applicant's Disclosure Release Form. Upon determining to continue the application process, the Superintendent or designee shall provide the applicant's Disclosure Release Form to all employers listed by the applicant under the provisions of N.J.S.A. 18A:6-7.7.a.(1) and B.1.a.(1) above and provide all employers

listed with the applicant's written authorization that consents to and authorizes disclosure in accordance with N.J.S.A. 18A:6-7.7.a.(2) and B.1.a.(2) and request the following information:

- (1) The dates of employment of the applicant; and
 - (2) A statement as to whether the applicant:
 - (a) Was the subject of any child abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement agency, or the Department of Children and Families, unless the investigation resulted in a finding that the allegations were false or the alleged incident of child abuse or sexual misconduct was not substantiated;
 - (b) Was disciplined, discharged, non-renewed, asked to resign from employment, resigned from or otherwise separated from any employment while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct; or
 - (c) Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct.
- c. The review of the applicant's employment history may be conducted through telephonic, electronic, or written communications in accordance with N.J.S.A. 18A:6-7.7.
- (1) If the review is conducted by telephone, the results of the review shall be documented in writing by the

Superintendent or designee responsible for reviewing the applicant's employment history. The Superintendent or designee may use the Disclosure Release Form to complete this review.

2. After reviewing the information disclosed by an employer under B.1.b. above and finding an affirmative response to any of the inquiries listed and if the Superintendent or designee of the hiring entity determines to continue with the applicant's job application process, the Superintendent or designee shall make further inquiries of the applicant's current and/or former employer(s) to ascertain additional details regarding the matter disclosed pursuant to N.J.S.A. 18A:6-7.10.
 - a. The Superintendent or designee shall make these additional inquiries by requesting the current and/or former employer to complete the Disclosure Information Request Form and attach additional information, including the initial complaint and final report, if any, regarding the incident of child abuse or sexual misconduct.
 - b. The Superintendent, upon receiving and reviewing the additional information disclosed in accordance with B.2.a. above, will make a determination to continue with the applicant's job application process.
3. All employment history documentation for each applicant employed by the hiring entity in accordance with N.J.S.A. 18A:6-7.6 et seq. shall be maintained in the employee's personnel file. All employment history documentation for an applicant not hired shall be maintained by the Superintendent or designee and destroyed in accordance with the New Jersey Department of Revenue – Records Management Services Records Retention and Disposition Schedule.
4. Employment history review pursuant to N.J.S.A. 18A:6-7.6 et seq. is not required for applicants the hiring entity does not wish to employ.
5. The hiring entity, in accordance with N.J.S.A. 18A:6-7.9.b., in conducting the review of the employment history of an out-of-State

applicant, shall make, and document with specificity, diligent efforts to:

- a. Verify the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a. and B.1.a. above; and
 - b. Obtain from any out-of-State employers listed by the applicant the information requested pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above.
- C. Completing a Disclosure Request from a Hiring Entity Regarding a Current or Former Employee (N.J.S.A. 18A:6-7.9)
 1. All requests for information from a hiring entity regarding a current or former employee of this school district, charter school, or nonpublic school in accordance N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee.
 - a. The Superintendent or designee, upon receiving a request from a hiring entity for information, shall provide the information requested in accordance with N.J.S.A. 18A:6-7.6 et seq. to the hiring entity submitting the request if:
 - (1) The employment relationship is confirmed pursuant to N.J.S.A. 18A:6-7.7.a.(1) and B.1.a.(1) above; and
 - (2) The written authorization is in compliance with N.J.S.A. 18A:6-7.7.a.(2) and B.1.a.(2) above.
 - b. At the discretion of the Superintendent, the requested information may be provided through telephonic, electronic, or written communications, pursuant to N.J.S.A. 18A:6-7.7 and B.1.c. above.
 2. In the event a hiring entity requests additional information from this school district, charter school, or nonpublic school beyond a response to the questions as outlined in N.J.S.A. 18A:6-7.7.b. and B.1.b. above, the Superintendent or designee will review the written request and will make a determination as to the additional information and/or documentation

to be provided to the hiring entity. Any request for additional information and/or documentation must be submitted by the hiring entity in writing to the Superintendent or designee before providing any additional information and/or documentation.

- a. Upon providing such additional information and/or documentation, the Superintendent or designee will take every measure to ensure privacy and confidentiality, consistent with State and Federal laws and regulations regarding student privacy and the privacy rights of others.
 - b. Any personally identifiable information regarding any student or other individual other than the applicant's personally identifiable information shall be redacted prior to the release of any additional information.
 - c. The requested additional information should be provided to the hiring entity within twenty days, as required by statute.
3. A copy of all requests for information and any information provided to a hiring entity, in accordance with the provisions of Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq., shall be maintained by the Superintendent or designee in the applicant's personnel file and shall only be destroyed in accordance with the New Jersey Department of Revenue – Records Management Services Records Retention and Disposition Schedule.

D. Timeline for Current or Former Employers to Disclose Information
(N.J.S.A. 18A:6-7.9)

1. No later than twenty days after receiving a request for information under N.J.S.A. 18A:6-7.7.b. and B.1.b. above, an employer that has or had an employment relationship within the last twenty years with the applicant shall disclose the information requested pursuant to N.J.S.A. 18A:6-7.6 et seq.
2. The failure of an employer to provide the information requested pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above within the twenty day

timeframe established under N.J.S.A. 18A:6-7.9.a. and D.1. above may be grounds for the automatic disqualification of an applicant from employment with a hiring entity. A hiring entity shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated:

- a. Because of any information received by the hiring entity from an employer pursuant to N.J.S.A. 18A:6-7.7 and B. above; or
- b. Due to the inability of the hiring entity to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above.

E. Provisional Employment (N.J.S.A. 18A:6-7.10)

A hiring entity may employ or contract with an applicant on a provisional basis for a period not to exceed ninety days pending review by the hiring entity of information received pursuant to N.J.S.A. 18A:6-7.7 and B. above, provided that all of the following conditions are satisfied:

1. The applicant has complied with N.J.S.A. 18A:6-7.7.a. and B.1.a. above;
2. The hiring entity has no knowledge or information pertaining to the applicant that the applicant is required to disclose pursuant to N.J.S.A. 18A:6-7.7.a.(3) and B.1.a.(3); and
3. The hiring entity determines that special or emergent circumstances exist that justify the temporary employment of the applicant.

F. Penalties to Applicants (N.J.S.A. 18A:6-7.8)

1. An applicant who willfully provides false information or willfully fails to disclose information required in N.J.S.A. 18A:6-7.7.a. and B.1.a. above:
 - a. Shall be subject to discipline up to, and including, termination or denial of employment;
 - b. May be deemed in violation of subsection a. of N.J.S.A. 2C:28-3;

and

- c. May be subject to a civil penalty of not more than \$500 which shall be collected in proceedings in accordance with the "Penalty Enforcement Law of 1999," P.L. 1999, c.274 (N.J.S.A. 2A:58-10 et seq.).
 2. A hiring entity shall include a notification of the penalties set forth in N.J.S.A. 18A:6-7.8 and F.1. above on all applications for employment for positions which involve regular contact with students.
- G. Termination (N.J.S.A. 18A:6-7.9.d.)
1. A hiring entity shall have the right to immediately terminate an individual's employment or rescind an offer of employment if:
 - a. The applicant is offered employment or commences employment with the hiring entity following June 1, 2018; and
 - b. Information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the hiring entity that the hiring entity determines disqualifies the applicant or employee from employment.
 2. The termination of employment pursuant to the provisions outlined in G.1. above and pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule, or regulation.
- H. Information Not Deemed Public Record and Immunity (N.J.S.A. 18A:6-7.11)
1. Information received by an employer in accordance with Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records.

2. An employer, school district, charter school, nonpublic school, school administrator, or contracted service provider that provides information or records about a current or former employee or applicant shall be immune from criminal and civil liability for the disclosure of the information, unless the information or records provided were knowingly false. The immunity shall be in addition to and not in limitation of any other immunity provided by law.
- I. Prohibited Actions Relative to Certain Agreements and Employment Contracts (N.J.S.A. 18A:6-7.12)
 1. On or after June 1, 2018, a school district, charter school, nonpublic school, or contracted service provider may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that:
 - a. Has the effect of suppressing or destroying information relating to an investigation related to a report of suspected child abuse or sexual misconduct by a current or former employee;
 - b. Affects the ability of a school district, charter school, nonpublic school, or contracted service provider to report suspected child abuse or sexual misconduct to the appropriate authorities; or
 - c. Requires the school district, charter school, nonpublic school, or contracted service provider to expunge information about allegations or finding of suspected child abuse or sexual misconduct from any documents maintained by the school district, charter school, nonpublic school, or contracted service provider, unless after investigation the allegations are found to be false or the alleged incident of child abuse or sexual misconduct has not been substantiated.
 2. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is executed, amended, or entered into after June 1, 2018 and that is contrary to N.J.S.A. 18A:6-7.12 shall be void and unenforceable.

J. Public Awareness Campaign (N.J.S.A. 18A:7.13)

1. The New Jersey Department of Education (NJDOE) shall establish a public awareness campaign to publicize the provisions of N.J.S.A. 18A:6-7.6 et seq. and to ensure applicants and employers are aware of their respective rights and responsibilities under N.J.S.A. 18A:6-7.6 et seq. The NJDOE shall post on its website guidance documents and any other informational materials that may assist applicants and employers in the implementation of and compliance with N.J.S.A. 18A:6-7.6 et seq.
2. The NJDOE developed forms for applicants and employers may be used to comply with the requirements of Policy and Regulation 1613 and N.J.S.A. 18A:6-7.7, as well as any other forms necessary to carry out the provisions of N.J.S.A. 18A:6-7.6 et seq.

Issued:

5512 HARASSMENT, INTIMIDATION, AND BULLYING (M)

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- Q. Collective Bargaining Agreements and Individual Contracts
- R. Students with Disabilities
- S. **Approved Private Schools for Students with Disabilities (APSSD)**

A. Policy Statement

The Board of Education prohibits acts of harassment, intimidation, or bullying of a student. A safe and civil environment in school is necessary for students to learn and achieve high academic standards. Harassment, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. **Harassment, intimidation, or bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance.** Since students learn by example, school administrators, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purposes of this Policy, the term "parent," pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s), or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Harassment, Intimidation, and Bullying Definition

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a

mental, physical or sensory disability, or by any other distinguishing characteristic;

2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;
3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that
 - a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
 - b. Has the effect of insulting or demeaning any student or group of students; or
 - c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

Schools are required to address harassment, intimidation, and bullying occurring off school grounds, when there is a nexus between the harassment, intimidation, and bullying and the school (e.g., the harassment, intimidation, or bullying substantially disrupts or interferes with the orderly operation of the school or the rights of other students).

"Electronic communication" means a communication transmitted by means of an electronic device, including, but not limited to: a telephone, cellular phone, computer, or pager.

C. Student Expectations

The Board expects students to conduct themselves in keeping with their levels of development, maturity and demonstrated capabilities with proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment consistent with the Code of Student Conduct.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents, school employees, school administrators, school volunteers, and community representatives, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and it is the responsibility of staff to use instances of violations of the Code of Student Conduct as opportunities to help students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects that students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, and bullying, including:

1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property and rights of others; obey constituted authority; and respond to those who hold that authority);
2. Appropriate recognition for positive reinforcement for good conduct, self-discipline, and good citizenship;
3. Student rights; and
4. Sanctions and due process for violations of the Code of Student Conduct.

Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a)1, the district has involved a broad-base of school and community members, including parents, students, instructional staff, student support services staff, school administrators, and school volunteers, as well as community organizations, such as faith-based, health and human service, business and law enforcement, in the

development of this Policy. Based on locally determined and accepted core ethical values adopted by the Board, pursuant to N.J.A.C. 6A:16-7.1(a)2, the Board must develop guidelines for student conduct pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take into consideration the developmental ages of students, the severity of the offenses and students' histories of inappropriate behaviors, and the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Superintendent must annually provide to students and their parents the rules of the district regarding student conduct. Provisions shall be made for informing parents whose primary language is other than English.

The district prohibits active or passive support for acts of harassment, intimidation, or bullying. Students are encouraged to support other students who:

1. Walk away from acts of harassment, intimidation, and bullying when they see them;
2. Constructively attempt to stop acts of harassment, intimidation, or bullying;
3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and
4. Report acts of harassment, intimidation, and bullying to the designated school staff member.

D. Consequences and Appropriate Remedial Actions

Consequences and Appropriate Remedial Actions – Students

The Board of Education requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment,

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intimidation, or bullying, consistent with the Code of Student Conduct. The following factors, at a minimum, shall be given full consideration by school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students.

Appropriate remedial action for a student who commits an act of harassment, intimidation, or bullying that takes into account the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance. The appropriate remedial action may also include a behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team as appropriate; and supportive interventions and referral services, including those at N.J.A.C. 6A:16-8.

Factors for Determining Consequences – Student Considerations

1. Age, developmental and maturity levels of the parties involved and their relationship to the school district;
2. Degrees of harm;
3. Surrounding circumstances;
4. Nature and severity of the behavior(s);
5. Incidences of past or continuing patterns of behavior;
6. Relationships between the parties involved; and
7. Context in which the alleged incidents occurred.

Factors for Determining Consequences – School Considerations

1. School culture, climate, and general staff management of the learning environment;
2. Social, emotional, and behavioral supports;
3. Student-staff relationships and staff behavior toward the student;
4. Family, community, and neighborhood situation; and
5. Alignment with Board policy and regulations/procedures.

Factors for Determining Remedial Measures

Personal

1. Life skill deficiencies;

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2. Social relationships;
3. Strengths;
4. Talents;
5. Interests;
6. Hobbies;
7. Extra-curricular activities;
8. Classroom participation;
9. Academic performance; and
10. Relationship to students and the school district.

Environmental

1. School culture;
2. School climate;
3. Student-staff relationships and staff behavior toward the student;
4. General staff management of classrooms or other educational environments;
5. Staff ability to prevent and manage difficult or inflammatory situations;
6. Social-emotional and behavioral supports;
7. Social relationships;
8. Community activities;
9. Neighborhood situation; and
10. Family situation.

Consequences for a student who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1. Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are **varied and graded according to the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant;** the developmental age of the student; and the **student's history of problem behaviors and performance** consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. The use of negative consequences should occur in conjunction with remediation and not be relied upon as the sole intervention approach.

Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim

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of the act, and take corrective action for documented systemic problems related to harassment, intimidation, or bullying. The consequences and remedial measures may include, but are not limited to, the examples listed below:

Examples of Consequences

1. Admonishment;
2. Temporary removal from the classroom;
3. Deprivation of privileges;
4. Classroom or administrative detention;
5. Referral to disciplinarian;
6. In-school suspension;
7. Out-of-school suspension (short-term or long-term);
8. Reports to law enforcement or other legal action; or
9. Expulsion.

Examples of Remedial Measures

Personal – Student Exhibiting Bullying Behavior

1. Develop a behavioral contract with the student. Ensure the student has a voice in the outcome and can identify ways he or she can solve the problem and change behaviors;
2. Meet with parents to develop a family agreement to ensure the parent and the student understands school rules and expectations;
3. Explain the long-term negative consequences of harassment, intimidation, and bullying on all involved;
4. Ensure understanding of consequences, if harassment, intimidation, and bullying behavior continues;
5. Meet with school counselor, school social worker, or school psychologist to decipher mental health issues (e.g., what is happening and why?);
6. Develop a learning plan that includes consequences and skill building;
7. Consider wrap-around support services or after-school programs or services;
8. Provide social skill training, such as impulse control, anger management, developing empathy, and problem solving;
9. Arrange for an apology, preferably written;
10. Require a reflective essay to ensure the student understands the impact of his or her actions on others;

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11. Have the student research and teach a lesson to the class about bullying, empathy, or a similar topic;
12. Arrange for restitution (i.e., compensation, reimbursement, amends, repayment), particularly when personal items were damaged or stolen;
13. Explore age-appropriate restorative (i.e., healing, curative, recuperative) practices; and
14. Schedule a follow-up conference with the student.

Personal – Target/Victim

1. Meet with a trusted staff member to explore the student's feelings about the incident;
2. Develop a plan to ensure the student's emotional and physical safety at school;
3. Have the student meet with the school counselor or school social worker to ensure he or she does not feel responsible for the bullying behavior;
4. Ask students to log behaviors in the future;
5. Help the student develop skills and strategies for resisting bullying; and
6. Schedule a follow-up conference with the student.

Parents, Family, and Community

1. Develop a family agreement;
2. Refer the family for family counseling; and
3. Offer parent education workshops related to bullying and social-emotional learning.

Examples of Remedial Measures – Environmental (Classroom, School Building, or School District)

1. Analysis of existing data to identify bullying issues and concerns;
2. Use of findings from school surveys (e.g., school climate surveys);
3. Focus groups;
4. Mailings – postal and email;
5. Cable access television;
6. School culture change;
7. School climate improvement;
8. Increased supervision in “hot spots” (e.g., locker rooms, hallways, playgrounds, cafeterias, school perimeters, buses);

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9. Adoption of evidence-based systemic bullying prevention practices and programs;
10. Training for all certificated and non-certificated staff to teach effective prevention and intervention skills and strategies;
11. Professional development plans for involved staff;
12. Participation of parents and other community members and organizations (e.g., Parent Teacher Associations, Parent Teacher Organizations) in the educational program and in problem-solving bullying issues;
13. Formation of professional learning communities to address bullying problems;
14. Small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions;
15. School policy and procedure revisions;
16. Modifications of schedules;
17. Adjustments in hallway traffic;
18. Examination and adoption of educational practices for actively engaging students in the learning process and in bonding students to pro-social institutions and people;
19. Modifications in student routes or patterns traveling to and from school;
20. Supervision of student victims before and after school, including school transportation;
21. Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);
22. Targeted use of teacher aides;
23. Disciplinary action, including dismissal, for school staff who contributed to the problem;
24. Supportive institutional interventions, including participation in the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
25. Parent conferences;
26. Family counseling;
27. Development of a general harassment, intimidation, and bullying response plan;
28. Behavioral expectations communicated to students and parents;
29. Participation of the entire student body in problem-solving harassment, intimidation, and bullying issues;
30. Recommendations of a student behavior or ethics council;

31. Participation in peer support groups;
32. School transfers; and
33. Involvement of law enforcement officers, including school resource officers and juvenile officers or other appropriate legal action.

Consequences and Appropriate Remedial Actions – Adults

The district will also impose appropriate consequences and remedial actions to an adult who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination, and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

Target/Victim Support

Districts should identify a range of strategies and resources that will be available to individual victims of harassment, intimidation, and bullying, and respond in a manner that provides relief to victims and does not stigmatize victims or further their sense of persecution. The type, diversity, location, and degree of support are directly related to the student's perception of safety.

Sufficient safety measures should be undertaken to ensure the victims' physical and social-emotional well-being and their ability to learn in a safe, supportive, and civil educational environment.

Examples of support for student victims of harassment, intimidation, and bullying include:

1. Teacher aides;
2. Hallway and playground monitors;
3. Partnering with a school leader;
4. Provision of an adult mentor;
5. Assignment of an adult "shadow" to help protect the student;
6. Seating changes;
7. Schedule changes;
8. School transfers;

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9. Before- and after-school supervision;
10. School transportation supervision;
11. Counseling; and
12. Treatment or therapy.

E. Harassment, Intimidation, and Bullying Reporting Procedure

The Board of Education requires the Principal at each school to be responsible for receiving complaints alleging violations of this Policy. All Board members, school employees, and volunteers and contracted service providers who have contact with students are required to verbally report alleged violations of this Policy to the Principal or the Principal's designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and volunteers and contracted service providers who have contact with students, also shall submit a report in writing to the Principal within two school days of the verbal report.

The Principal **or designee** will inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. **The Principal or designee shall take into account the circumstances of the incident when providing notification to parents of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense.** The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

Students, parents, and visitors are encouraged to report alleged violations of this Policy to the Principal on the same day when the individual witnessed or received reliable information regarding any such incident.

A person may report, verbally or in writing, an act of harassment, intimidation, or bullying committed by an adult or youth against a student anonymously. The Board will not take formal disciplinary action based solely on the anonymous report.

A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance

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with the procedures set forth in this Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.

In accordance with the provisions of N.J.S.A. 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.

The district may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting, the district may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.

A school administrator who receives a report of harassment, intimidation, and bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.

F. **Anti-Bullying Coordinator, Anti-Bullying Specialist, and School Safety/School Climate Team(s)**

1. The Superintendent shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.

The district Anti-Bullying Coordinator shall:

- a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of students;
- b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Education, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of students in the district;
- c. Provide data, in collaboration with the Superintendent, to the

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Department of Education regarding harassment, intimidation, or bullying of students;

- d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and
 - e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, and bullying in the district.
2. The Principal in each school shall appoint a school Anti-Bullying Specialist. The Anti-Bullying Specialist shall be a guidance counselor, school psychologist, or other certified staff member trained to be the Anti-Bullying Specialist from among the currently employed staff in the school.

The school Anti-Bullying Specialist shall:

- a. Chair the School Safety/**School Climate** Team as provided in N.J.S.A. 18A:37-21;
 - b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and
 - c. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.
3. A School Safety/**School Climate** Team shall be formed in each school in the district to develop, foster, and maintain a positive school climate by focusing on the on-going systemic operational procedures and educational practices in the school, and to address issues such as harassment, intimidation, or bullying that affect school climate and culture. Each School Safety/**School Climate** Team shall meet, at a minimum, two times per school year. The School Safety/**School Climate** Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school and the following appointees of the Principal: a teacher in the school; a school Anti-Bullying Specialist; a parent of a student in the school; and other

members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety/**School Climate** Team.

The School Safety/**School Climate** Team shall:

- a. Receive records of all complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;
- b. Receive copies of all reports prepared after an investigation of an incident of harassment, intimidation, or bullying;
- c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;
- d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;
- e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;
- f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 et seq. and other training which the Principal or the district Anti-Bullying Coordinator may request. The School Safety/**School Climate** Team shall be provided professional development opportunities that may address effective practices of successful school climate programs or approaches; and
- g. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or district Anti-Bullying Coordinator.

Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety/**School Climate** Team shall not participate in the activities of the team set forth in 3. a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student, consistent with, at a minimum, the requirements of the Family Educational

Rights and Privacy Act (20 U.S.C. Section 1232 and 34 CFR Part 99), N.J.A.C. 6A:32-7, Student Records and N.J.A.C. 6A:14-2.9, Student Records.

G. Harassment, Intimidation, and Bullying Investigation

The Board requires a thorough and complete investigation to be conducted for each report of violations and complaints which either identify harassment, intimidation, or bullying or describe behaviors that indicate harassment, intimidation, or bullying.

The investigation shall be initiated by the Principal or the Principal's designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school Anti-Bullying Specialist in coordination with the Principal. The Principal may appoint additional personnel who are not school Anti-Bullying Specialists to assist with the investigation. **Investigations or complaints concerning adult conduct shall not be investigated by a member of the same bargaining unit as the individual who is the subject of the investigation. An investigation concerning a staff member shall not be conducted by a staff member who is supervised by the staff member being investigated or who is an administrator in the district. The Principal or designee, in consultation with the Superintendent or designee, will appoint a staff member to complete these investigations.**

The investigation shall be completed and the written findings submitted to the Principal as soon as possible, but not later than ten school days from the date of the written report of the incident. Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school Anti-Bullying Specialist shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 et seq.). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Student Conduct has been implemented and may decide to provide intervention services, order counseling, establish training programs to reduce harassment, intimidation, or bullying and

enhance school climate, impose discipline, or take or recommend other appropriate action, as necessary.

The Superintendent shall report the results of each investigation to the Board of Education no later than the date of the regularly scheduled Board of Education meeting following the completion of the investigation. The Superintendent's report shall include information on any consequences imposed under the Code of Student Conduct, any services provided, training established, or other action taken or recommended by the Superintendent.

Parents of involved student offenders and targets/victims shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents shall include the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, and whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board of Education.

A parent may request a hearing before the Board of Education after receiving the **written** information about the investigation. **Any request for such a hearing shall be filed with the Board Secretary no later than sixty calendar days after the written information is provided to the parents.** The hearing shall be held within ten **business** days of the request. The Board of Education shall conduct the hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-1 et seq.), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the school Anti-Bullying Specialist and others, as appropriate, regarding the incident, the findings from the investigation of the incident, recommendations for consequences or services, and any programs instituted to reduce such incidents, prior to rendering a determination.

At the regularly scheduled Board of Education meeting following its receipt of the Superintendent's report on the results of the investigations to the Board or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision. The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, Controversies and Disputes, no later than ninety days after issuance of the Board of Education's decision.

A parent, student, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L.1945, c.169 (C.10:5-1 et seq.).

H. Range of Responses to an Incident of Harassment, Intimidation, or Bullying

The Board shall establish a range of responses to harassment, intimidation, and bullying incidents and the Principal and the Anti-Bullying Specialist shall appropriately apply these responses once an incident of harassment, intimidation, or bullying is confirmed. The Superintendent shall respond to confirmed harassment, intimidation, and bullying, according to the parameters described in this Policy. The range of ways in which school staff will respond shall include an appropriate combination of counseling, support services, intervention services, and other programs. The Board recognizes that some acts of harassment, intimidation, or bullying may be isolated incidents requiring the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response either at the classroom, school building, or school district level or by law enforcement officials.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, school, or district responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

1. Individual responses can include consistent and appropriate positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) intended to remediate the problem behaviors.
2. Classroom responses can include class discussions about an incident of harassment, intimidation, or bullying, role plays (when implemented with sensitivity to a student's situation or involvement with harassment, intimidation, and bullying), research projects, observing and discussing

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audio-visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.

3. School responses can include theme days, learning station programs, "acts of kindness" programs or awards, use of student survey data to plan prevention and intervention programs and activities, social norms campaigns, posters, public service announcements, "natural helper" or peer leadership programs, "upstander" programs, parent programs, the dissemination of information to students and parents explaining acceptable uses of electronic and wireless communication devices, and harassment, intimidation, and bullying prevention curricula or campaigns.
4. District-wide responses can comprise of adoption of school-wide programs, including enhancing the school climate, involving the community in policy review and development, providing professional development coordinating with community-based organizations (e.g., mental health, health services, health facilities, law enforcement, faith-based organizations), launching harassment, intimidation, and bullying prevention campaigns.

I. Reprisal or Retaliation Prohibited

The Board prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, or one with reliable information, or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment, intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity, and circumstances of the act, in accordance with case law, Federal and State statutes and regulations, and district policies and procedures. All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances.

Examples of consequences and remedial measures for students who engage in reprisal or retaliation are listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.

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Examples of consequences for a school employee or a contracted service provider who has contact with students who engage in reprisal or retaliation may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination, and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

Examples of consequences for a Board member who engages in reprisal or retaliation may include, but not be limited to: reprimand, legal action, and other action authorized by statute or administrative code. Remedial measures may include, but not be limited to: counseling and professional development.

J. Consequences and Appropriate Remedial Action for False Accusation

The Board prohibits any person from falsely accusing another as a means of retaliation or as a means of harassment, intimidation, or bullying.

1. Students - Consequences and appropriate remedial action for a student found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1 et seq., Discipline of Students and as set forth in N.J.A.C. 6A:16-7.2, Short-term Suspensions, N.J.A.C. 6A:16-7, Long-term Suspensions and N.J.A.C. 6A:16-7.5, Expulsions and those listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.
2. School Employees - Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could entail discipline in accordance with district policies, procedures, and agreements which may include, but not be limited to: reprimand, suspension, increment withholding, termination, and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling,

professional development programs, and work environment modifications.

3. Visitors or Volunteers - Consequences and appropriate remedial action for a visitor or volunteer found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could be determined by the school administrator after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of buildings or grounds privileges, or prohibiting contact with students or the provision of student services. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

K. Harassment, Intimidation, and Bullying Policy Publication and Dissemination

This Policy will be disseminated annually by the Superintendent to all school employees, contracted service providers who have contact with students, school volunteers, students, and parents who have children enrolled in a school in the district, along with a statement explaining the Policy applies to all acts of harassment, intimidation, or bullying, pursuant to N.J.S.A. 18A:37-14 that occur on school property, at school-sponsored functions, or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall ensure that notice of this Policy appears in the student handbook and all other publications of the school district that set forth the comprehensive rules, procedures, and standards for schools within the school district.

The Superintendent shall post a link to the district's Harassment, Intimidation, and Bullying Policy that is prominently displayed on the homepage of the school district's website. The district will notify students and parents this Harassment, Intimidation, and Bullying Policy is available on the school district's website.

The Superintendent shall post the name, school phone number, school address, and school email address of the district Anti-Bullying Coordinator on the home page of the school district's website. Each Principal shall post the name, school phone number, address, and school email address of both the Anti-Bullying

Specialist and the district Anti-Bullying Coordinator on the home page of each school's website.

L. Harassment, Intimidation, and Bullying Training and Prevention Programs

The Superintendent and Principal(s) shall provide training on the school district's Harassment, Intimidation, and Bullying Policy to current and new school employees; including administrators, instructors, student support services, administrative/office support, transportation, food service, facilities/maintenance; contracted service providers; and volunteers who have significant contact with students; and persons contracted by the district to provide services to students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying.

Each public school teacher and educational services professional shall be required to complete at least two hours of instruction in harassment, intimidation, and bullying prevention within each five year professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d. The required two hours of suicide prevention instruction shall include information on the risk of suicide and incidents of harassment, intimidation, or bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.

Each newly elected or appointed Board member must complete, during the first year of the member's first term, a training program on harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

The school district shall provide time during the usual school schedule for the Anti-Bullying Coordinator and each school Anti-Bullying Specialist to participate in harassment, intimidation, and bullying training programs.

A school leader shall complete school leader training that shall include information on the prevention of harassment, intimidation, and bullying as required in N.J.S.A. 18A:26-8.2.

The school district shall annually observe a "Week of Respect" beginning with

the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, and bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the Core Curriculum Content Standards, pursuant to N.J.S.A. 18A:37-29.

The school district and each school in the district will annually establish, implement, document, and assess harassment, intimidation, and bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents, law enforcement, and community members. The programs or approaches and other initiatives shall be designed to create school-wide conditions to prevent and address harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:37-17 et seq.

M. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review

The Superintendent shall develop and implement a process for annually discussing the school district's Harassment, Intimidation, and Bullying Policy with students.

The Superintendent, Principal(s), and the Anti-Bullying Coordinator, with input from the schools' Anti-Bullying Specialists, shall annually conduct a reevaluation, reassessment, and review of the Harassment, Intimidation, and Bullying Policy, and any report(s) and/or finding(s) of the School Safety/School Climate Team(s). The Superintendent shall recommend to the Board necessary revisions and additions to the Policy consistent with N.J.S.A. 18A:37-15.c., as well as to harassment, intimidation, and bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.

N. Reports to Board of Education and New Jersey Department of Education

The Superintendent shall report two times each school year, between September 1 and January 1 and between January 1 and June 30 at a public hearing all acts of violence, vandalism, and harassment, intimidation, and

bullying which occurred during the previous reporting period in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46.

O. School and District Grading Requirements

Each school and each district shall receive a grade for the purpose of assessing their efforts to implement policies and programs consistent with the provisions of N.J.S.A. 18:37-13 et seq. The grade received by a school and the district shall be posted on the homepage of the school's website and the district's website in accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on the school district's website. This information shall be posted on the websites within ten days of receipt of the grade for each school and the district.

P. Reports to Law Enforcement

Some acts of harassment, intimidation, and bullying may be bias-related acts and potentially bias crimes and school officials must report to law enforcement officials either serious acts or those which may be part of a larger pattern in accordance with the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.

Q. Collective Bargaining Agreements and Individual Contracts

Nothing in N.J.S.A. 18A:37-13.1 et seq. may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). N.J.S.A. 18A:37-30.

The Board of Education prohibits the employment of or contracting for school staff positions with individuals whose criminal history record check reveals a record of conviction for a crime of bias intimidation or conspiracy to commit or attempt to commit a crime of bias intimidation.

R. Students with Disabilities

Nothing contained in N.J.S.A. 18A:37-13.1 et seq. may alter or reduce the rights

of a student with a disability with regard to disciplinary actions or to general or special education services and supports. N.J.S.A. 18A:37-32.

S. Approved Private Schools for Students with Disabilities (APSSD)

In accordance with the provisions of N.J.A.C. 6A:16-7.7(a).2.ix.(2), the Board of Education shall investigate a complaint or report of harassment, intimidation, or bullying, pursuant to N.J.A.C. 6A:16-7.7(a).2.ix. and Section G. of this Policy, occurring on Board of Education school buses, at Board of Education school-sponsored functions, and off school grounds involving a student who attends an APSSD. The investigation shall be conducted by a Board of Education Anti-Bullying Specialist, in consultation with the APSSD.

The school district shall submit all subsequent amended Harassment, Intimidation, and Bullying Policies to the Executive County Superintendent of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-32

N.J.A.C. 6A:16-7.1 et seq.; 6A:16-7.9 et seq.

Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – April 2011 – New Jersey Department of Education

Memorandum – New Jersey Commissioner of Education – Guidance for Schools on Implementing the Anti-Bullying Bill of Rights Act – December 16, 2011

Adopted: 17 October 2013

Revised:

USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS WITH DISABILITIES

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M

The Board of Education strives to provide a safe, caring atmosphere that supports all students in the least restrictive environment. On occasion, during an emergency, a situation may arise making it necessary to temporarily restrain or seclude a student with a disability in accordance with N.J.S.A. 18A:46-13.4 through 13.7.

A school district, an educational services commission, or an approved private school for students with disabilities (APSSD) that utilizes physical restraint on students with disabilities shall ensure that:

1. Physical restraint is used only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;
2. A student is not restrained in the prone position, unless the student's primary care physician authorizes, in writing, the use of this restraint technique;
3. Staff members who are involved in the restraint of a student receive training in safe techniques for physical restraint from an entity determined by the Board of Education to be qualified to provide such training, and that the training is updated at least annually;
4. The parent of a student is immediately notified when physical restraint is used on the student. This notification may be by telephone or electronic communication. A **post-incident** written **notification** report of the incident of physical restraint shall be provided to the parent within forty-eight hours of the occurrence of the incident;
5. Each incident in which physical restraint is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Students with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

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6. Each incident in which physical restraint is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan at the next individualized education plan (IEP) meeting.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of physical restraints through inclusion of positive behavior supports in the student's behavior intervention plans developed by the IEP team.

A school district, an educational services commission, or an APSSD that utilizes seclusion techniques on students with disabilities shall ensure that:

1. A seclusion technique is used on a student with disabilities only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;
2. Each incident in which a seclusion technique is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Students with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and
3. Each incident in which a seclusion technique is used is documented in writing in sufficient detail to enable the staff to use this information to develop or improve the behavior intervention plan at the next IEP meeting.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of seclusion techniques through inclusion of positive behavior supports in the student's behavior intervention plans developed by the IEP team.

The New Jersey Department of Education shall establish guidelines for school districts, educational services commissions, and APSSDs to ensure a review process is in place to examine the use of physical restraints or seclusion techniques in emergency situations, and for the repeated use of these methods for an individual child, within the same classroom, or by a single individual. The review process shall include educational,

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clinical, and administrative personnel. Pursuant to the review process the student's IEP team may, as deemed appropriate, determine to revise the behavior intervention plan or classroom supports, and a school district, educational services commission, or APSSD may determine to revise a staff member's professional development plan pursuant to N.J.S.A. 18A:46-13.7.

The Superintendent or designee may gather input from school staff members and parents of students with disabilities on this Policy and Regulation. All students with disabilities and their parents shall be afforded the procedural safeguards provided by the Individuals with Disabilities Education Act (IDEA).

The Superintendent or designee shall annually inform parents of students with disabilities about the Board's Policy regarding restraint and seclusion.

N.J.S.A. 18A:46-13.4; 18A:46-13.5; 18A:46-13.6; 18A:46-13.7

**New Jersey Department of Education Restraint and Seclusion Guidance for
Students with Disabilities – July 10, 2018**

Adopted: 17 October 2013

Revised: 18 July 2018

**R 5561 USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS
WITH DISABILITIES (M)**

M

A. Definitions

“Mechanical Restraint” means the use of any device or equipment to restrict a student’s freedom of movement, but does not include devices implemented by trained school personnel, or utilized by a student that has been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed such as:

- **Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;**
- **Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;**
- **Restraints for medical mobilization; or**
- **Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.**

“Physical restraint” means the use of a personal restriction that immobilizes or reduces the ability of a student to move all or a portion of his or her body.

“Seclusion technique” means the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving, but does not include a timeout.

“Timeout” means a behavior management technique that involves the monitored separation of a student in a non-locked setting and is implemented for the purpose of calming.

B. Physical Restraint

A school district, an educational services commission, or an approved private school for students with disabilities (APSSD) that utilizes physical restraint on students with disabilities shall ensure that:

1. Physical restraint is used only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;
2. A student is not restrained in the prone position, unless the student's primary care physician authorizes, in writing, the use of this restraint technique;
3. Staff members who are involved in the restraint of a student receive training in safe techniques for physical restraint from an entity determined by the Board of Education to be qualified to provide such training, and that the training is updated at least annually;
4. The parent of a student **shall be** immediately notified when physical restraint is used on the student. This notification may be by telephone or electronic communication. **In addition, a post-incident written notification** report of the incident of physical restraint shall be provided to the parent within forty-eight hours of the occurrence of the incident.
 - a. The **post-incident written notification report** shall include, but not be limited to, details regarding the nature of the behavior that precipitated the use of the restraint; the staff involved; and recommendations for follow-up activities including, if appropriate, revisions to the student's individualized education plan (IEP) or administration of a functional assessment.
 - b. The **post-incident written notification report** shall be maintained in a manner consistent with State and Federal regulations regarding the confidentiality of student records, while also serving as a mechanism for gathering data which allows the IEP team to make informed decisions regarding the student's needs.
5. Each incident in which physical restraint is used is carefully and

continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Students with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

6. Each incident in which physical restraint is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan (**BIP**) at the next **IEP** meeting.
 - a. Each incident that requires the use of restraint shall be documented in a manner that supports informed data-driven decision making by school staff including the **IEP** team.
 - b. The data collected through this process shall include, but not be limited to, the location of the incident, persons involved, triggering events, prevention, redirection or de-escalation techniques utilized during the incident, a description of any injuries or physical damage that occurred, observational data or monitoring data taken during the incident, debriefing with staff, reflections on adherence to the **IEP** and district procedures, and specific follow-up that will take place including, if appropriate, an **IEP** team meeting.
 - c. Data shall be reviewed on a continual basis to determine the effectiveness of the individual student's **BIP** and the school district's procedures. Any reviews should be conducted across sub-groups and involve staff, Child Study Team members, and administration.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of physical restraints through inclusion of positive behavior supports in the student's **BIPs** developed by the **IEP** team.

C. Seclusion

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DISABILITIES

A school district, an educational services commission, or an APSSD that utilizes seclusion techniques on students with disabilities shall ensure that:

1. A seclusion technique is used on a student with disabilities only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;
2. Each incident in which a seclusion technique is used is carefully and continuously visually monitored to ensure that it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Students with Disabilities; and
3. Each incident in which a seclusion technique is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the BIP at the next IEP meeting.
 - a. Each incident that requires the use of a seclusion technique shall be documented in a manner that supports informed data-driven decision making by school staff including the IEP team.
 - b. The data collected through this process shall include, but not be limited to, the location of the incident, persons involved, triggering events, prevention, redirection or de-escalation techniques utilized during the incident, a description of any injuries or physical damage that occurred, observational data or monitoring data taken during the incident, debriefing with staff, reflections on adherence to the IEP and district procedures, and specific follow-up that will take place including, if appropriate, an IEP team meeting.
 - c. Data shall be reviewed on a continual basis to determine the effectiveness of the individual student's BIP and the school district's procedures. Any reviews should be conducted across sub-groups and involve staff, Child Study Team members, and administration.

A school district, an educational services commission, and an APSSD shall

attempt to minimize the use of seclusion techniques through inclusion of positive behavior supports in the student's BIP developed by the IEP team.

D. Interventions

1. Classroom interventions may include, but not be limited to, the following strategies:

- a. The staff member may ignore the behavior;
- b. The staff member may redirect the student to a task with verbal or non-verbal prompts or gestures. Proximity and the use of gentle humor may help, when appropriate;
- c. The staff member shall be clear, polite, and respectful when redirecting the student's behavior. The staff member should make eye contact and tell the student what to do such as "I can't teach when you are talking, throwing things, ..." or "Please stop and listen, read, write, ..." The staff member should remind the student of consequences for non-compliance and rewards if they comply with the staff member's request;
- d. The staff member shall be polite at all times. The staff member may repeat steps a. through c. above and quietly give the student adequate wait time. If the staff member moves on, the student may comply after the initial confrontation if attention goes back to the lesson;
- e. The staff member may advise the student to proceed to a time out area in the classroom for a limited time (elementary and middle school); and
- f. If classroom removal is required, the staff member shall follow school discipline procedures for notification and request for assistance if necessary.

2. Security interventions may include, but are not limited to, the staff member:

- a. Standing quietly in the doorway and asking the student to accompany the staff member; and
- b. Informing the student of the violation of the school discipline code and procedure and assure the student they have the choice to leave the classroom quietly.

E. Use of Physical Restraint

1. If necessary, the staff member shall restrain the student until the emergency no longer exists (i.e. the student stops punching, kicking, spitting, damaging property, etc.).
2. The school staff member shall immediately contact the appropriate administrator and school nurse and complete a written report on the physical restraint the staff member used during the emergency situation.
3. The Principal's or designee's or any school staff member's report regarding the incident shall be documented in writing in sufficient detail to enable staff to use this information to develop or improve the **BIP** at the next **IEP** meeting. The documentation of physical restraint shall be placed in the student's school file.
4. The use of physical restraint is subject to the following additional requirements:
 - a. Physical restraint techniques shall consider the student's medical conditions and shall be modified as necessary;
 - b. Students shall not be subjected to physical restraint for using profanity, other verbal displays or disrespect, or for non-compliance. A verbal threat will not be considered as constituting a physical danger unless a student also demonstrates a means of or intent to carry out the threat;
 - c. In determining whether a student who is being physically restrained should be removed from the area where the restraint

was initiated, the supervising staff should consider the potential for injury to the student, the student's need for privacy, and the educational and emotional well-being of the other students in the vicinity;

- d. A student shall be released from physical restraint immediately upon a determination by the staff member administering the restraint that the student is no longer in imminent danger of causing harm to himself/herself, others, or imminent property destruction; and
- e. The student shall be examined by the school nurse after any restraint.

F. Restraint and Seclusion Training Requirements

- 1. All staff members working directly with students with disabilities shall receive training on Policy and Regulation 5561 and in safe techniques for physical restraint and seclusion from an entity determined by the Board of Education to be qualified to provide such training.
 - a. The Principal or designee shall determine the school staff members that shall receive restraint and seclusion training.
 - b. The training shall be identified in the school district's professional development plan and should be considered as a topic for ongoing professional learning communities (PLCs).
 - c. The training shall emphasize the use of appropriate de-escalation techniques and the use of Positive Behavior Supports (PBS) as mechanisms to avoid the need for the use of physical restraint and seclusion.
 - d. Training may include current professionally accepted practices and standards regarding behavior management.
 - e. The training program shall be updated at least annually.

2. In addition to district-wide training and PLCs, the Board may also consider additional training for all staff members who will be responsible for implementing the IEPs which include BIPs for students with disabilities.
 - a. This additional training should include a framework that emphasizes de-escalation techniques, identifying PBSs, and behavior strategies which support appropriate behavior in all school settings.
 - b. Staff members responsible for implementing BIPs for student IEPs should be trained on the use of continuous monitoring techniques and the collection of data which can be used to inform decision making regarding the continued use of restraint and seclusion.
3. Training for school administrators shall include information on the effectiveness of school-wide positive behavior programs, a tool for evaluating the effectiveness of the Policy and Regulation 5561, and a tool for evaluating the effectiveness of the school district's trainings.

Issued: 18 July 2018
Revised:

R 5561 USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS
WITH DISABILITIES (M)

M

A. Definitions

“Mechanical Restraint” means the use of any device or equipment to restrict a student’s freedom of movement, but does not include devices implemented by trained school personnel, or utilized by a student that has been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed such as:

- **Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;**
- **Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;**
- **Restraints for medical mobilization; or**
- **Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.**

“Physical restraint” means the use of a personal restriction that immobilizes or reduces the ability of a student to move all or a portion of his or her body.

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3. Staff members who are involved in the restraint of a student receive training in safe techniques for physical restraint from an entity determined by the Board of Education to be qualified to provide such training, and that the training is updated at least annually;
4. The parent of a student **shall be** immediately notified when physical restraint is used on the student. This notification may be by telephone or electronic communication. **In addition, a post-incident written notification** report of the incident of physical restraint shall be provided to the parent within forty-eight hours of the occurrence of the incident.
 - a. **The post-incident written notification report shall include, but not be limited to, details regarding the nature of the behavior that precipitated the use of the restraint; the staff involved; and recommendations for follow-up activities including, if appropriate, revisions to the student's individualized education plan (IEP) or administration of a functional assessment.**
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continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Students with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

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 - a. Each incident that requires the use of restraint shall be documented in a manner that supports informed data-driven decision making by school staff including the IEP team.
 - b. The data collected through this process shall include, but not be limited to, the location of the incident, persons involved, triggering events, prevention, redirection or de-escalation techniques utilized during the incident, a description of any injuries or physical damage that occurred, observational data or monitoring data taken during the incident, debriefing with staff, reflections on adherence to the IEP and district procedures, and specific follow-up that will take place including, if appropriate, an IEP team meeting.
 - c. Data shall be reviewed on a continual basis to determine the effectiveness of the individual student's BIP and the school district's procedures. Any reviews should be conducted across sub-groups and involve staff, Child Study Team members, and administration.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of physical restraints through inclusion of positive behavior supports in the student's **BIPs** developed by the **IEP** team.

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 - a. Each incident that requires the use of a seclusion technique shall be documented in a manner that supports informed data-driven decision making by school staff including the IEP team.
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- a. The staff member may ignore the behavior;
- b. The staff member may redirect the student to a task with verbal or non-verbal prompts or gestures. Proximity and the use of gentle humor may help, when appropriate;
- c. The staff member shall be clear, polite, and respectful when redirecting the student's behavior. The staff member should make eye contact and tell the student what to do such as "I can't teach when you are talking, throwing things, ..." or "Please stop and listen, read, write, ..." The staff member should remind the student of consequences for non-compliance and rewards if they comply with the staff member's request;
- d. The staff member shall be polite at all times. The staff member may repeat steps a. through c. above and quietly give the student adequate wait time. If the staff member moves on, the student may comply after the initial confrontation if attention goes back to the lesson;
- e. The staff member may advise the student to proceed to a time out area in the classroom for a limited time (elementary and middle school); and
- f. If classroom removal is required, the staff member shall follow school discipline procedures for notification and request for assistance if necessary.

2. Security interventions may include, but are not limited to, the staff member:

- a. Standing quietly in the doorway and asking the student to accompany the staff member; and
- b. Informing the student of the violation of the school discipline code and procedure and assure the student they have the choice to leave the classroom quietly.

E. Use of Physical Restraint

- 1. If necessary, the staff member shall restrain the student until the emergency no longer exists (i.e. the student stops punching, kicking, spitting, damaging property, etc.).
- 2. The school staff member shall immediately contact the appropriate administrator and school nurse and complete a written report on the physical restraint the staff member used during the emergency situation.
- 3. The Principal's or designee's or any school staff member's report regarding the incident shall be documented in writing in sufficient detail to enable staff to use this information to develop or improve the **BIP** at the next **IEP** meeting. The documentation of physical restraint shall be placed in the student's school file.
- 4. The use of physical restraint is subject to the following additional requirements:
 - a. Physical restraint techniques shall consider the student's medical conditions and shall be modified as necessary;
 - b. Students shall not be subjected to physical restraint for using profanity, other verbal displays or disrespect, or for non-compliance. A verbal threat will not be considered as constituting a physical danger unless a student also demonstrates a means of or intent to carry out the threat;
 - c. In determining whether a student who is being physically restrained should be removed from the area where the restraint

was initiated, the supervising staff should consider the potential for injury to the student, the student's need for privacy, and the educational and emotional well-being of the other students in the vicinity;

- d. A student shall be released from physical restraint immediately upon a determination by the staff member administering the restraint that the student is no longer in imminent danger of causing harm to himself/herself, others, or imminent property destruction; and
- e. The student shall be examined by the school nurse after any restraint.

F. Restraint and Seclusion Training Requirements

- 1. All staff members working directly with students with disabilities shall receive training on Policy and Regulation 5561 and in safe techniques for physical restraint and seclusion from an entity determined by the Board of Education to be qualified to provide such training.
 - a. The Principal or designee shall determine the school staff members that shall receive restraint and seclusion training.
 - b. The training shall be identified in the school district's professional development plan and should be considered as a topic for ongoing professional learning communities (PLCs).
 - c. The training shall emphasize the use of appropriate de-escalation techniques and the use of Positive Behavior Supports (PBS) as mechanisms to avoid the need for the use of physical restraint and seclusion.
 - d. Training may include current professionally accepted practices and standards regarding behavior management.
 - e. The training program shall be updated at least annually.

2. In addition to district-wide training and PLCs, the Board may also consider additional training for all staff members who will be responsible for implementing the IEPs which include BIPs for students with disabilities.
 - a. This additional training should include a framework that emphasizes de-escalation techniques, identifying PBSs, and behavior strategies which support appropriate behavior in all school settings.
 - b. Staff members responsible for implementing BIPs for student IEPs should be trained on the use of continuous monitoring techniques and the collection of data which can be used to inform decision making regarding the continued use of restraint and seclusion.
3. Training for school administrators shall include information on the effectiveness of school-wide positive behavior programs, a tool for evaluating the effectiveness of the Policy and Regulation 5561, and a tool for evaluating the effectiveness of the school district's trainings.

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

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

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

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

A. General Procurement

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

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1. The School Business Administrator/Board Secretary will ensure all purchases will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358 - Appendix. Formal procurement procedures will be used as required by 2 CFR 200.318-.326 and any State and local procurement code and regulations. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.
2. The following procedures will be used for all purchases:

Product/ Services	Estimated Dollar Amount	Procurement Method	Evaluation	Contract Award Type	Contract Duration/ Frequency
Various equipment or services	Below \$3,500	Informal	Sound Business Practice	Purchase Order	1 year
Various Equipment or services	\$3,501 up to \$40,000	Quotation up to \$40,000	Price and other factors	Purchase Order	1 year
FSMC/ Equipment	\$40,000 or more	IFB or RFP	Lowest bidder or Price and other factors if RFP	Sealed Bid	Not to exceed 5 years

Micro-Purchases:

Purchases of supplies or services, within the micro-purchase threshold (the aggregate amount does not exceed \$3,500 as defined by 2 CFR 200.67) will be awarded without soliciting competitive price quotations if the price is reasonable. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

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3. Formal bid procedures will be applied on the basis of: centralized system; individual school; multi-school system; and/or State contract.
4. Because of the potential for purchasing more than the public or non-public informal/small purchase threshold amount, or the Board approved threshold if less, it will be the responsibility of the School Business Administrator/Board Secretary to document the amounts to be purchased so the correct method of procurement will be followed.

B. Formal Procurement

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

1. An announcement of an IFB or a RFP will be placed in the Board designated official newspaper to publicize the intent of the Board of Education to purchase needed items. The advertisement for bids/proposals or legal notice will be published in the official newspaper for at least one day in accordance with the provisions of N.J.S.A. 18A:18A-21.
2. An advertisement in the official newspaper for at least one day is required for all purchases over the school district's small purchase threshold as outlined in Appendix – Federal Funds Procurement Method Section Chart. The advertisement will contain the following:
 - a. A general description of items to be purchased;
 - b. The deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed;
 - c. The date of the pre-bid meeting, if provided, and if

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

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minority and small business;

- i. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the Board of Education's nonprofit school food service account;
- j. Contract provisions as required in Appendix II to CFR 200; 2
- k. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
- l. Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;
- m. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;
- n. Price adjustment clause for renewal of multi-year contracts as defined in N.J.S.A. 18A:18A-42. The "index rate" means the annual percentage increase rounded to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;
- o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);
- p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);

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- q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- r. Provision requiring access by duly authorized representatives of the Board of Education, New Jersey Department of Agriculture (NJDA), United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
- s. Method of shipment or delivery upon contract award;
- t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;
- u. Description of process for enabling vendors to receive or pick up orders upon contract award;
- v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);
- w. Signed statement of non-collusion;
- x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);
- y. Provision requiring "Buy American" as outlined in CFR Part 210.21(d) and USDA Guidance Memo 7 SP 38-2017; and
- z. Specifications and estimated quantities of products and services prepared by the school district and provided to

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potential contractors desiring to submit bids/proposals for the products or services requested.

6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the School Business Administrator/Board Secretary or designee and will specify the deadline for all questions.
 - a. The School Business Administrator/Board Secretary will be responsible for securing all bids or proposals.
 - b. The School Business Administrator/Board Secretary will be responsible to ensure all Board of Education procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
 - c. The following criteria will be used in awarding contracts as a result of bids/proposals. Price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
7. In awarding a RFP, a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
 - a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the Board of Education, price as the primary, and other factors considered. Any and all bids or proposals may be rejected in accordance with the law.
 - b. The School Business Administrator/Board Secretary or

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designee is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.

- c. The School Business Administrator/Board Secretary shall review the procurement system to ensure compliance with applicable laws.
- d. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified was received.
- e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board of Education, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the Buy American Provision.
- f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.
- g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

C. Small Purchase Procedures

If the amount of purchases for items is less than the school district's small purchase threshold as outlined in the Federal Funds Procurement

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Method Selection Chart – See Appendix, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

1. Written specifications will be prepared and provided to all vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria. Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.

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9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.

D. Noncompetitive Proposal Procedures

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

1. Written specifications will be prepared and provided to the vendor.
2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive proposal. The records will be available for audit and review.
3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.
4. The School Business Administrator/Board Secretary will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.
5. The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than \$3,500 to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.
6. A member or representative of the Board of Education will

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approve, in advance, all procurements that result from noncompetitive negotiations.

E. Miscellaneous Provisions

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

F. Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The emergency procedures to be followed for such purchases shall be those procedures used by the school district for other emergency purchases consistent with N.J.S.A. 18A:18A-7. All emergency procurements shall be approved by the School Business Administrator/Board Secretary. At a minimum, the

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following emergency procurement procedures shall be documented to include, but not be limited to: item name; dollar amount; vendor; and reason for emergency.

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

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- f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;
- g. The Buy American provisions are included in the procurement of food and agricultural products; and
- h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

H. Records Retention

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

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

I. Code of Conduct for Procurement

- 1. All procurements must ensure there is open and free competition and adhere to the most restrictive Federal, State, and local requirements. The Board of Education seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts. All procurements will be in accordance with this Policy and all applicable provisions of N.J.S.A. 18A:18A – Public School Contracts Law.
- 2. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent; any member of his or her immediate family, his or her partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- 3. The officers, employees, and agents of the non-Federal entity may

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neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.
5. All questions and concerns regarding procurement solicitations, contract evaluations, and contract award, shall be directed to the School Business Administrator/Board Secretary.

J. Food Service Management Company (FSMC)

1. In the operation of the school district's food service program, the school district shall ensure that a FSMC complies with the requirements of the Program Agreement, the school district's Free and Reduced School Lunch Policy Statement, all applicable USDA program policies and regulations, and applicable State and local laws. In order to operate an a la carte food service program, the FSMC shall agree to offer free, reduced price, and full price reimbursable meals to all eligible children.
2. The school district shall monitor the FSMC billing invoices to ensure compliance with Federal and State procurement regulations.
3. In accordance with N.J.S.A. 18A:18A-5a.(22), RFPs are required in all solicitations for a FSMC.

N.J.S.A. 18A:18A – Public School Contracts Law

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APPENDIX

FEDERAL FUNDS PROCUREMENT METHOD SELECTION CHART		
THERE ARE TWO (2) PROCUREMENT METHODS, FORMAL AND INFORMAL. THE METHOD THE SCHOOL FOOD AUTHORITIES (SFA) NEEDS TO USE DEPENDS ON TWO (2) FACTORS, THE AMOUNT OF THE CONTRACT AND WHETHER THE SFA IS A PUBLIC/CHARTER OR NON-PUBLIC SCHOOL.		
NEW JERSEY PUBLIC/CHARTER SCHOOLS PURCHASING THRESHOLDS		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
INFORMAL PROCUREMENT		
Below \$3,500 *	Micro - purchases 2 CFR 200.320(a)	Sound Business Practice *
	SINGLE TRANSACTION AGGREGATE COST LESS THAN \$3,500	
* Or LESS than \$3,500 if local SFA Procurement Policies are more restrictive		
SMALL PURCHASE PROCEDURES		
\$3,501 up to \$29,000/\$40,000	N.J.S.A. 18A:18A-37 ANY PURCHASE EXCEEDING \$3,500 REQUIRES A QUOTE UP TO THE APPLICABLE N.J.S.A. BID THRESHOLDS OF \$29,000 (without a QPA*) OR \$40,000 (with a QPA*)	Quotation using SFA Internal Procurement Procedures
NOTE: ANNUAL AGGREGATE AMOUNTS		
FORMAL PROCUREMENT		
\$29,000 or \$40,000 and above	N.J.S.A. 18A:18A-37 Bid Threshold without a QPA* - \$29,000 Bid Threshold with a QPA* - \$40,000	Bid - Invitation for Bid (IFB) OR Request for Proposal (RFP)
* QUALIFIED PURCHASING AGENT		

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NEW JERSEY NON-PUBLIC SCHOOL PURCHASING THRESHOLDS		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
INFORMAL PROCUREMENT		
Below \$3,500 *	Micro - purchases 2 CFR 200.320(a) Single Transaction aggregate cost less than \$3,500	Sound Business Practice *
* Or LESS than \$3,500 if local SFA Procurement Policies are more restrictive		
\$3,501 - \$149,999	Small purchase procedures 2 CFR 200.320(b)	Quotation using SFA Internal Procurement Procedures
FORMAL PROCUREMENT		
\$150,000 and above	As per Federal requirements in 2 CFR Parts 200.317 - 200.326	Bid - Invitation for Bid (IFB) OR Request for Proposal (RFP)

State Agency Form #358 - July 2017

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