### JACKSON TOWNSHIP BOARD OF EDUCATION OFFICIAL BOARD MEETING

#### TELECONFERENCE BOARD MEETING (GLOBAL CORONAVIRUS PANDEMIC CRISIS) MARCH 18, 2020

An Official Meeting of the Jackson Township Board of Education was held in compliance with the Open Public Meeting Law and was called to order by Board President, Michael Walsh, at 5:30 p.m. on March 18, 2020.

Present: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

Also present: Dr. S. Genco, Superintendent of Schools; Mr. D. Baginski, Assistant Superintendent; Mrs. N. Pormilli; Assistant Superintendent; Ms. M. Richardson, Business Administrator/Board Secretary; Mr. M. Zitomer, Board Attorney.

On a motion by Mrs. Rivera, seconded by Mrs. Dey, the Board of Education adjourned to Executive Session to discuss contracts; employment of personnel-terms and conditions of employment; pending litigation; investigations and matters falling within the attorney-client privilege with respect to these subjects and the Superintendent Search. This meeting is not open to the public. The Board would reconvene at approximately 6:30 p.m. at which time action would be taken.

The Official Meeting of the Jackson Township Board of Education reconvened in compliance with the Open Public Meeting Law and was called to order by Board President, Michael Walsh, at 6:30 p.m.

Present: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

Also present: Dr. S. Genco, Superintendent of Schools; Mr. D. Baginski, Assistant Superintendent; Mrs. N. Pormilli; Assistant Superintendent; Ms. M. Richardson, Business Administrator/Board Secretary; Mr. M. Zitomer, Board Attorney, staff members, township residents and newspaper representatives.

After the salute to the flag and the Certification of the meeting according to the tenets of the Open Public Meeting Law, the Chair made the following statement: "This meeting is in compliance with the Open Public Meeting Law and has been advertised in the newspaper as an Official Meeting."

On a motion by Mrs. Dey, seconded by Mr. Acevedo, the Board of Education approved the agenda with addendums as submitted by the Superintendent of Schools.

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### MOTION CARRIED

#### **BOARD OF EDUCATION RECOGNITION**

- 1. Student/Staff Recognition
  - None
- 2. Township Officials Present in Audience
  - None

#### Board Attorney-Protocol for Teleconference Call of a Public Meeting

Board Attorney, Marc Zitomer, stated before we go to the Superintendent's Report, I would like to go over protocol for the benefit of the community.

Mr. Zitomer introduced himself and thanked everybody for joining us on the telephone conference call noting this is a little bit unconventional; we don't conduct public meetings by phone except when allowed according to the Open Public Meetings Act. There will be a public participation section of this meeting; the community will be given the opportunity to comment or question and that will happen before the Board votes on action items; the website does prominently post the agenda as required by law. Everyone who is not speaking, please mute your telephones now so everyone can hear what is going on. I will now turn the meeting over to Dr. Genco for the Superintendent's report.

#### SUPERINTENDENTS REPORT

- Superintendent's Report/Information Items
- Student Board Member Report: None-State Mandatory School Closures

Mason Silvan – Liberty Antonio Farias – Memorial

#### Presentations:

2019 District Violence and Vandalism/HIB Report for the period of July 1, 2019 through December 31, 2019 – Assistant Superintendent Dan Baginski and Director of Security Ray Milewski

Due to the Mandatory State School Closures, the 2019 District Violence and Vandalism/HIB Reports were sent to the Board of Education by the Superintendent.

#### **Superintendent's Report**

#### • COVID-19 Virus Planning and Preparations

Dr. Genco stated I am only going to include two items although they are large items in the Superintendent's report. First of which we are dealing with now that being the coronavirus, school closing and long-term learning.

I am going to take you back to two Thursdays ago, I was actually invited to go to Trenton to represent Ocean County with a group of Superintendents representing each county in Trenton for the likelihood of school closure; how to create a plan and put that plan in place for long term learning. After that meeting, I was in charge of coming back to the county to the Superintendent's Roundtable and certainly back to Jackson to my administrative team and office staff to develop a plan which encompasses everything, not just long-term learning but how to handle students that have free and reduced lunch and a litany of things; how we are going to keep our buildings clean; how we're going to decrease our carbon footprint and the preparation of plans needed that have to be approved before an actual closure occurs. That being said, this brings us to last Friday when they spoke and made it abundantly clear that before closing, they had to make sure every school had an acceptable plan. To the credit of the Jackson staff, our plan was accepted at the county level last Wednesday, March 11th so we had no issues in making this decision; we did make a preemptive decision to close which obviously turned out to be the right decision being the entire county closed days later. However, I believe all of Ocean County along with us would have closed last Friday or Saturday morning. We did tell the public we would be closed until further notice and we will be evaluating in a few weeks. I think it's important to note that now that the Governor has closed schools, it is not going to be up to the district to make the decision to open. Everything that I'm looking at seems to be that social distancing is going to be important to the curve we're trying to address with this coronavirus or whatever else we're dealing with; with that being said, that's where we're at. We are very proud of what we've done. We are constantly cleaning; we have an administrative presence every day but we are following the guidelines from the state to keep a minimal carbon footprint in the district. I ask the parents, first and foremost to e-mail their teachers directly; there are people in district but in limited numbers so if there is an emergency, they can certainly access a person but that is going to be limited and it's much easier to email; so the first part of the conversation here was on the coronavirus and where we're at. I'm hopeful that once we start evaluating things and with following the state guidelines enforced by the Governor, they start shutting much of the state down, we're hopeful we will re-open school relatively soon. If you're going to ask me to predict when; I'm not going to answer that right now; we're evaluating in 2 weeks which will be the end of next week but I'm sure at that point, the Governor is going to give us some direction. This is the first part of the Superintendent's report.

#### • 2020-2021 Tentative Budget

Dr. Genco stated the topic of the second part of the Superintendent's report is I am going to talk about our tentative budget. Our tentative budget as you recall, we are one of the S2 losers, we are one of the top 10 in the entire state of S2 losers and this is now going into our fourth year. We did say right from the beginning that this year would be challenging at best and quite difficult to get to the number and I don't believe we can cut away any further at this point. When you look at the extraordinary number we would be looking to cut next year, we're just not going to be able to do it and it is becoming abundantly clear. We have had multiple conversations with our legislators; Assemblyman Dancer knows our plight and I'm going to say Senator Sweeney has taken our calls and met with us individually. We've reached

out to the township and hope there is some way in which they can help. The tentative budget is just that, a tentative budget; it is not in stone yet, however, we have to approve a financial plan for the district at the end of April which will be the final budget, there will be a public hearing on it but I don't want to surprise anybody and don't know why they'd be surprised; we've been talking about this for years. To get to this budget, the state asked us to cut \$3.5 million through S2. We could raise only approximately \$1.7 million to the taxpayer and that's going to cap. That's before your salary costs, insurance costs and any other costs so we're going into a budget that's going to increase. Costs will increase every year and I want to remind the public that this years' budget is \$790,000.00 less than the 2018-2019 budget. Next years budget will be \$1.2 million less than this years' budget and to get to those numbers we are tentatively looking at cutting 58 positions; those positions are everything from custodial, secretarial, teachers, nurses, paraprofessionals to administration; right across the board. In addition to that, we have to increase revenue and to increase revenue we have to increase fees for athletics, fees for pre-school; we're looking to take more money out of the food services account and we're increasing extraordinary aid and hopefully they're going to try and add to that in the next couple of years; that would be helpful. So those are increased revenues but at the same time we're decreasing and cutting from the capital expense budget for everything except the ESIP program. We have cut every school budget; we have cut the curriculum budget down to just about nil and we've cut the technology budget down. This is not a good budget; this is a budget that gets us where we need to be. But it shortchanges in my mind, what we proclaimed our mission was in Jackson. Class sizes at the elementary division on average, will go up to 28 students with the exception of kindergarten. We will try and maintain kindergarten at 25 students and above that grade 1 will be 26 to 28 students. We will lose some elective programming at the high school and middle school division; it's across the board; it's in every division and every single budget we looked at. The other areas considered being lost is the standard gifted and talented and your expanded before and after school programs so we will have to do gifted and talented by differentiated instruction in the class during the day. There is just not a whole lot of budget to work with; this is where we knew we would eventually get to. We were hopeful that we would be able to expand this one more year but there is no way; we just can't absorb these types of classes combined with other things that we have to absorb in the budget.

Dr. Genco stated Mr. President that concludes the Superintendent's report; are there any questions on the budget.

Mr. Zitomer interjected for those who have just joined the teleconference, please mute your telephones if you just joined the call.

Mr. Walsh thanked Dr. Genco; hearing no questions or comments from the Board, we would move to the standard committee reports but because schools are closed, we will not be doing the standard committee reports for this meeting.

#### **Discussion Items**

#### **Information Items**

- 1. Enrollment Report for February, 2020
- 2. Security Drill Report for February, 2020
- 3. Suspension Report for February, 2020
- 4. ESS Long Term and Daily Substitute Assignments for February, 2020
- 5. Policy Notes
- 6. Board Attorney Billing Summary Report for February, 2020
  - o Schenck Price Smith & King, LLC
  - o Montenegro Thompson Montenegro & Genz
  - o Comegno Law Group None

#### <u>Standing Committee Report</u>: None-Mandatory State School Closures

- State and County School Boards Representative Mrs. Rivera, Mr. Acevedo & Mr. Walsh
- Parent Group Liaison Mr. Burnetsky) (April 6<sup>th</sup> Meeting TBD)
- Special Education Mrs. Rivera & Mrs. Dey (May 11<sup>th</sup> Meeting TBD)
- Scholarship Mr. Walsh & Mr. Burnetsky
- Buildings & Grounds Mr. Colucci, Mr. Sargent & Mr. Walsh, (alt. Mrs. Rivera)
- Budget/Finance Mr. Walsh, Mr. Acevedo, & Mr. Colucci, (alt. Mr. Burnetsky)
- Transportation Mr. Colucci, Mr. Walsh & Mr. Sargent, (alt. Mrs. Dey)
- Negotiations-JEA Mr. Burnetsky, Mr. Colucci & Mrs. Dey (alt. Mr. Sargent)
- Negotiations-Teamsters Mr. Sargent, Mr. Walsh & Mrs. Rivera (alt. Mrs. Dey)

Official Board Meeting March 18, 2020

Teleconference Meeting

#### POLICY/REGULATIONS

On a motion by Mrs. Dey, seconded by Mrs. Rivera, the Board of Education approved Policy  $2^{nd}$  Reading:

P2560 PROGRAM Live Animals in School (revised)

P1511 ADMINISTRATION Board of Education Website Accessibility (New)

Roll Call Vote: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### MOTION CARRIED

#### **APPROVAL OF MINUTES**

On a motion by Mr. Acevedo, seconded by Mrs. Dey, the Board of Education approved the following Board Meeting minutes:

Official Board Meeting – February 5, 2020 Special Closed Session Meeting

Official Board Meeting - February 19, 2020 Closed Session Meeting

Official Board Meeting – February 19, 2020 Committee of the Whole/Business Meeting

Roll Call Vote: Yes: Mr. Sargent (Abstained)

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### **MOTION CARRIED**

#### **FINANCIAL REPORT**

On a motion by Mr. Acevedo, seconded by Mrs. Dey, the Board of Education approved Bills and Claims for March  $1-18,\,2020$  and February 2020:

Total Computer Checks, March 1 – 18, 2020	\$ 2,592,277.18
Total Computer Checks, February 29, 2020	\$ 3,461,994.43
Total Hand Checks, February 29, 2020	\$ 3,041.21
Total Payroll, February 29, 2020	\$ 7,816,221.01
FICA: February 29, 2020	\$ 379,683.08
Total Board Share	\$ 191,488.02
Pension & Ret. Health Benefits Pmt, February 29, 2020	\$ 5,876.58
Health Benefits	\$ 1,831,708.16
Voids	\$ (15,346.70)
Total Budgetary Payment February 29, 2020	\$13,674,665.79

FOOD SERVICE

BOARD BILLS AND CLAIMS \$ 319,197.69

FEBRUARY 2020

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### MOTION CARRIED

On a motion by Mr. Acevedo, seconded by Mrs. Dey, the Board of Education approved the Treasurer's & Board Secretary's reports for the month of January 2020.

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky

> Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### **MOTION CARRIED**

#### **Board Secretary's Certification:**

Pursuant to N.J.A.C. 6:20-2.12(d), I certify that as of January 31, 2020, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the Jackson Township Board of Education pursuant to N.J.S.A. 18A:22-8 and 18A:22-8.1.

Michelle D. Richardson

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#### TELECONFERENCE PUBLIC FORUM – AGENDA ITEMS & NON-AGENDA ITEMS

Mr. Walsh stated he will turn over the public forum to Mr. Zitomer; this will be the only public forum we will have tonight.

Mr. Zitomer advised as Mr. Walsh stated we are only going to have one public forum session this evening for agenda and non-agenda items. We usually do those separately but we're going to combine them for this evening. In order to streamline the process a little bit, we're going to do it alphabetically and we're going to time it in order to give each person 2 minutes to speak and please respect the time limit because we don't know how many people are going to speak tonight. Mr. Zitomer advised we will now begin public forum in alphabetical order by last name; state your full name, address and present your comments.

Mr. Roger Derickson came forward stating my address is 10 Laurelton Avenue, Jackson, New Jersey; First, I would like to thank you for having this forum through technology at this time. I really don't have a question I have more of a comment on a small portion of what we can do. I know right now clearly we are a victim of the towns' success; we manage our money very well and unfortunately we are being penalized. I know large amounts of money goes right to the students; I've been following the budgets for years that I've been a Jackson resident and that's almost 19 years. What can we do to help, we certainly can't help with capital expenses but is there something we can do as a town; put together ideas to help this short-term problem with budget gaps.

Dr. Genco stated I would like to answer that Mr. President if I may.

Mr. Walsh agreed.

Dr. Genco thanked Mr. Derickson for coming forward advising this is Dr. Genco speaking; we have a number of things and spoke with our legislators, Assemblyman Dancer and Senator Sweeney and we have an open dialogue with the town and any additional advocacy with the legislators would be great but beyond that, you can certainly contact my office at 732-833-4601. There is a litany of things we do for Save Our Schools; we are part of a lawsuit with the state citing their funding formula is not fair. There is a litany of things I could spend 2 hours going through and can't do that tonight but would certainly like to talk to you.

Mr. Derickson thanked Dr. Genco.

Mr. Zitomer asked if there is anyone else that would like to speak.

There was no further response.

 $Mr.\ Zitomer\ stated\ to\ Mr.\ Walsh\ this\ concludes\ public\ participation.$ 

Mr. Walsh asked Dr. Genco to provide the telephone number in case they are having electronic problems.

Dr. Genco responded yes that would be my line, my Secretary, Jeanne Barbour, 732-833-4601.

Mr. Walsh moved to close public forum.

There being no further response; on a motion by Mrs. Dey, seconded by Mr. Burnetsky, the public forum on agenda items and non-agenda items was closed by acclamation.

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### **MOTION CARRIED**

#### RESOLUTIONS FOR ACTION

#### **FINANCE**

On a motion by Mrs. Dey, seconded by Mr. Burnetsky, the Board of Education approved the following motions in block formation:

1. The Board of Education, based on the recommendation of the Board Secretary, approved the lineitem transfers for the month of November, 2019.

#### **Document A**.

 The Board of Education, based on the recommendation of the Board Secretary, approved the adjustments to the Federal and State Fund 20 Projects for the 2019-2020 school year for November, 2019.

#### **Document B**.

3. Pursuant to PL 2015, Chapter 47, the Jackson Township Board of Education intends to renew, award, or permit to expire the contracts subsequently awarded by the Board of Education, these contracts are, have been, and will continue to be in full compliance with all state and federal statutes and regulations; in particular, New Jersey Title 18A:18. et.seq, NJAC Chapter 23, and Federal Uniform Administrative Requirements 2CFR, Part200.

#### **Document C.**

4. The Board of Education approved the tentative budget for the 2020-2021 school year and the following 2020-2021 budget resolution:

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF JACKSON IN THE COUNTY OF OCEAN, NEW JERSEY on March 18, 2020 as follows:

- 1. The Board of Education approves the 2020-2021 budget for the submission to the County Superintendent's Office in the amount of \$152,661,707.00 that consists of a Total General Fund of \$141,306,913.00, Federal/State Programs of \$2,914,731.00 and Debt Service of \$8,440,063.00.
- 2. The Board of Education approves the Tax Levy amount raised for General Funds of \$87,894,569 for the ensuing 2020-2021 school year.

#### **<u>Document D.</u>** The amount for Debt Service is \$7,911.836.

5. The Board of Education, based on the recommendation of the Board Secretary, rejected the bid for the Rehabilitation of the Jackson Liberty High School Practice Football Field due to all bids exceeding our budget and authorizes the Board Secretary to negotiate a contract under 18a:18A:5 to complete the work that is needed.

Bid Opening: February 27, 2020, 1:00 PM

The Board of Education, based on the recommendation of the Board Secretary, awarded the bid
for the Facilities & Transportation Departments Uniforms for the 2020-2021 school year to
Specialty Graphics, LLC, Cherry Hill, New Jersey, lowest bid per specifications, total bid of
\$22,597.50.

Bid Opening: March, 11, 2020, 10:00 AM

Company	Total Bid		
Specialty Graphics	\$22,597.50		

- 7. The Board of Education, based on the recommendation of the Board Secretary and Spiezle Architecture Group, Inc., architects for the New Transportation Building, approved a change order to provide material and labor to connect oil and sand tank sensor wiring to sensor control panel in the amount of \$2,417.94 which will be deducted from the allowance in the contract and not increase the contract amount.
- 8. The Board of Education, based on the recommendation of the Board Secretary and Spiezle Architecture Group, Inc., architects for the New Transportation Building, approved a change order to provide material and labor to install underground drainage for tire canopy in the amount

of \$4,409.46 which will be deducted from the allowance in the contract and not increase the contract amount.

- 9. The Board of Education, based on the recommendation of the Board Secretary and Spiezle Architecture Group, Inc., architects for the New Transportation Building, approved a change order to provide material and labor to replace approximately 6,000 SF of 12" unstable soil with RCA materials, including removal and reinstallation of the 6: crushed stone in the amount of \$20,000.00 which will be deducted from the allowance in the contract and not increase the contract amount.
- 10. The Board of Education approved the following resolution and contract for Pay For Performance (P4P) Energy Reduction Plan (ERP) Contract with JDC Energy Services, LLC for the District:

#### RESOLUTION

On March 18, 2020, the Jackson Township Board of Education ("Board"), with principal offices located at 151 Don connor Blvd, Jackson, NJ 08527 and JDC Energy Services, LLC. ("JDC"), a subsidiary of DCO Energy, LLC, with principal offices located at 100 Lenox Drive, Suite 100, Lawrenceville, NJ 08648.

**WHEREAS**, the Board wishes to receive an Energy Reduction Plan (ERP), and in connection therewith, requires the services of a verified New Jersey state approved P4P Partner to develop, submit, and implement a P4P ERP to the Board of Public Utilities' (BPU) authorized agent for approval of all eligible locations, determined by P4P program guidelines, included within the following Board buildings listed below. Square footages below are for reference only. Actual square footages used in submissions may vary.

School/Building	Square Footage
Jackson Memorial High School	306,269
Christa McAuliffe Middle School	130,847
Elms Elementary School	121,540
Goetz Middle School	134,874
Crawford Rodriguez Elementary School	105,484
Switlik Elementary School	64,108
Holman Elementary School	60,364
Johnson Elementary School	52,765

**WHEREAS**, JDC represents that it is qualified as a New Jersey State approved P4P Partner capable of and willing to perform such energy services.

**NOW, THEREFORE, BE IT RESOLVED,** that the Jackson Township Board of Education hereby awards a contract to JDC Energy Services, LLC, New Jersey for the purpose of being the District's P4P Partner; and

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes its counsel to review and amend JDC Energy Services contract referenced in this Resolution memorializing the intent of the Board.

11. The Board of Education approved the following resolution for the submission of the Energy Savings Plan Project at multiple schools and facilities:

#### RESOLUTION

BE IT RESOLVED, by the Jackson Township Board of Education, to approve the submission of the Energy Savings Plan Project at Multiple Schools and Facilities listed below to the New Jersey Department of Education for review and Department approval of an "other capital project" with no state funding which is consistent with the 2019 approved long range facilities plan. Further, the Board authorizes Spiezle Architectural Group Inc. to make the submission to the Department of Education on behalf of the district.

1.	Jackson Memorial High School	DOE State Project #2360-020-20-1000
2.	Jackson Liberty High School	DOE State Project #2360-025-20-1000
3.	Crawford Rodriguez Elementary School	DOE State Project #2360-030-20-1000
4.	Elms Elementary School	DOE State Project #2360-035-20-1000
5.	Rosenauer Elementary School	DOE State Project #2360-040-20-1000
6.	Johnson Elementary School	DOE State Project #2360-044-20-1000
7.	Holman Elementary School	DOE State Project #2360-046-20-1000
8.	Christa McAuliffe Middle School	DOE State Project #2360-048-20-1000
9.	Switlik Elementary School	DOE State Project #2360-050-20-1000
10.	Goetz Middle School	DOE State Project #2360-055-20-1000
11.	Maintenance Building	DOE State Project #2360-X01-20-1000

12. Administration Building

DOE State Project #2360-X02-20-1000 DOE State Project #2360-X03-20-1000

13. Transportation Building

12. The Board of Education approved the following Resolution for procuring Natural Gas:

#### RESOLUTION

WHEREAS, the Jackson Township Board of Education ("Board") entered into an agreement with Tradition Energy ("Tradition"), for energy procurement services through the means of RFP – Request for Proposals in order to purchase natural gas under the Electric Discount and Energy Competition Act, RESOLUTION N.J.S.A. 48:3-49 et seq; and

WHEREAS, the Board received proposals for the supply of the Board's gas needs for various term lengths in accordance with N.J.S.A. 18A:18A-42, from these companies: Constellation and Direct Energy; and

NOW, THEREFORE, BE IT RESOLVED, the Business Administrator, after consulting with Tradition Energy, approve and sign a contract with Direct Energy, at a rate not to exceed 3.9560 for a period of 36 months beginning January 01, 2021.

13. The Board of Education approved the following resolution:

## ATLANTIC & CAPE MAY COUNTIES ASSOCIATION OF SCHOOL BUSINESS OFFICIALS JOINT INSURANCE FUND (ACCASBOJIF) RESOLUTION APPOINTING A RISK MANAGEMENT CONSULTANT SY 2020-2021

WHEREAS, the <u>Jackson Board of Education</u> hereinafter referred to as DISTRICT, is a member of the Atlantic & Cape May Counties Association of School Business Officials Joint Insurance Fund, a self-insurance pooling fund; and

WHEREAS, the Bylaws of said Fund require that each DISTRICT appoint a Risk Management Consultant, hereinafter referred to as RMC, to perform various professional services as detailed in the Bylaws; and

WHEREAS, the Bylaws indicate a fee as indicated in the attached Risk Management Consultant Agreement which expenditure represents reasonable compensation for the services required and was included in the cost considered by the DISTRICT; and

WHEREAS, the Public School Contracts Law (NJSA 18A:18A-1 et. seq.) defines Insurance as an Extraordinary Unspecifiable Service requiring that the awarding of contracts without competitive bidding must be approved by resolution of this DISTRICT;

NOW THEREFORE, be it resolved that the DISTRICT does hereby appoint **Glenn Insurance** as its RMC and;

BE IT FURTHER RESOLVED that the DISTRICT's Business Official/Board Secretary is hereby authorized and directed to execute the Risk Management Consultant Agreement annexed hereto.

14. The Board of Education approved the following agreement:

#### ATLANTIC & CAPE MAY COUNTIES SCHOOL BUSINESS OFFICIALS JOINT INSURANCE FUND (ACCASBOJIF)

#### RISK MANAGEMENT CONSULTANT AGREEMENT SY 2020-2021

THIS AGREEMENT, entered into this **18**<sup>th</sup> day of **March**, **2020**, between the <u>Jackson Board of Education</u> hereinafter referred to as DISTRICT, and <u>Glenn Insurance</u> a(n) (Individual, Partnership, Corporation) of the State of New Jersey, having its principal office at the following address: 500 East Absecon Blvd, Absecon, New Jersey 08201, hereinafter referred to as RMC. WITNESSETH:

WHEREAS, the RMC has offered to the DISTRICT professional insurance and risk management consulting services as required in the Bylaws of the Atlantic & Cape May Counties School Business Officials Joint Insurance Fund, and;

WHEREAS, the DISTRICT desires these Extraordinary Unspecifiable Services pursuant to a resolution adopted by the DISTRICT at a meeting held on the <u>18<sup>th</sup> day of March</u>, <u>2020</u>;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

- 1. The RMC, for and in consideration of the amount stated hereinafter agrees to provide services to the DISTRICT as follows:
  - A) Annually update or assist in the updating of all exposure data and insurable interests relative to the DISTRICT using the forms, procedures, time lines and methodologies established by the Fund;

- B) Assist the DISTRICT in understanding and selecting the various optional coverage's (if any) available through the Fund;
- C) Assist the DISTRICT and/or Fund as required in researching data needed to respond to claims:
- D) Assist the DISTRICT in understanding the coverage's afforded through the Fund including requesting written coverage clarifications as needed;
- E) Maintain current licensure as a Property/Casualty Producer as required under the New Jersey Producer Licensing Act;
- F) Attend a majority of monthly Fund meetings and all meetings of the Fund Committees on which the RMC serves;
- G) As requested by the DISTRICT, complete Certificate of Insurance request forms and forward same to appropriate parties as designated by the Fund;
- H) Review Certificates of Insurance and Hold Harmless & Indemnity documents received by the district
- Accompany Fund Safety Professionals on such periodic loss control inspections as may be conducted and assist the DISTRICT in understanding and implementing any recommendations resulting therefrom as may be requested by the DISTRICT;
- J) Assist the DISTRICT and Fund Safety Professional in establishing and encouraging effective operation of DISTRICT sponsored Safety Committees.
- K) Perform any other services required by the Fund's Bylaws or the DISTRICT.
- The term of this Agreement shall be for one (1) year from <u>July 1<sup>st</sup></u>, <u>2020 June 30<sup>th</sup></u>, <u>2021</u>, or from the effective date of coverage, unless earlier terminated as hereinafter provided in this Agreement.
- 3. The DISTRICT authorizes the Fund to pay its RMC as compensation for services rendered an amount equal to a flat fee of \$28,000.00 (\$2,333.00 a month). Said fee shall be paid to the RMC in equal installments on a monthly basis. The RMC shall receive no other compensation or commission for the placement or servicing of any DISTRICT coverage with the Fund.
- 4. For any coverage authorized by the DISTRICT to be placed outside of the Fund, the RMC shall receive as his/her full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above. The RMC shall not be entitled to collect a commission from an insurance company or the DISTRICT if the DISTRICT or its employees negotiate the placement of a coverage directly with an insurance company which is outside the Fund.
- 5. Either party may cancel this Agreement at any time by mailing to the other written notice calling for termination effective at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.
- 15. The Board of Education, as recommended by the Business Administrator, approved the Correction Action Plan and Recommendations for the District Food Services Program, as submitted to the New Jersey Department of Agriculture, as per the Division of Food & Nutrition School Administrative Review, February 2020.

#### Document E.

16. The Board of Education approved the following line item transfers for the Title I grant funds:

Transfer Amount	From Account #	To Account #
\$2,767.89	Account #20-231-100-110-09	Account #20-231-100-610-09
\$20.21	Account #20-231-200-110-09	Account #20-231-100-610-09
\$213.29	Account #20-231-200-200-09	Account #20-231-100-610-09

17. The Board of Education approved the following Educational Services Commission of New Jersey resolution:

### EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY MASTER COLLABORATIVE EDUCATIONAL SERVICES AGREEMENT JULY 1, 2020 – JUNE 30, 2025

THIS AGREEMENT made on this <u>18<sup>TH</sup></u> day of <u>MARCH 2020</u> by and between the **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY** (hereinafter referred to as the "ESCNJ") with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the **BOARD OF EDUCATION OF JACKSON** (hereinafter referred to as the "Board") with offices located at 151 Don Connor Blvd, Jackson, New Jersey in the County of Ocean.

#### WITNESSETH:

**WHEREAS**, the Board wishes to utilize the services of ESCNJ for Collaborative Educational Services; and

WHEREAS, ESCNJ is willing to provide Collaborative Educational Services to the Board; and

WHEREAS, the Board and ESCNJ believe that ESCNJ can provide comprehensive Collaborative Educational Services; and

**WHEREAS**, there is a need to reduce to writing the understanding and agreement that exists between the Board and ESCNJ.

**NOW, THEREFORE,** in consideration of mutual promises, it is agreed by and between the Board and ESCNJ as follows:

- 1. The ESCNJ hereby agrees to provide Collaborative Educational Services to the Board from July 1, 2020 through June 30, 2025 in accordance with state laws and regulations.
- 2. It is hereby understood and agreed by ESCNJ that this Agreement may be terminated by the Board upon one hundred twenty (120) days prior written notice to ESCNJ. ESCNJ may also terminate this Agreement in accordance with paragraph 14 herein.
- 3. ESCNJ shall assign such administrative supervision as necessary to oversee the Collaborative Educational Services. ESCNJ shall coordinate the services provided pursuant to this Agreement with the Business Administrator.
- 4. The Collaborative Educational Services provided by ESCNJ shall comply with the applicable provisions of Title 18A Education and New Jersey Administrative Code, Title 6A, Education.
- 5. ESCNJ, through its personnel or subcontractor, shall provide Collaborative Educational Services. ESCNJ shall provide the Board with periodic updates and written reports as necessary. When services, other than those listed on the Collaborative Service Rates schedule are required, the expense of these additional services will be the responsibility of the Board.
- 6. ESCNJ shall have sole and exclusive control over the Collaborative Educational Services to be provided with consultation with the Board.
- 7. All materials will be provided by ESCNJ unless otherwise agreed to prior to the provision of service.
- 8. ESCNJ shall provide services during regular business hours. If services for after school hours are needed, a special arrangement must be made in consultation, with and consent of the Board and ESCNJ. After school hours that are arranged with the consent of ESCNJ for completion of assignments shall be billed at a rate agreed upon when approved.
  - 9. ESCNJ shall provide reports as necessary to the District Administration.
- 10. All professional personnel employed by ESCNJ who perform services pursuant to this Agreement shall complete fingerprinting and background checks and possess appropriate New Jersey Certification and must provide the Board with copies of said certificates and NJDOE approvals prior to the provision of services.
- 11. It is understood that the Board will not offer employment to any ESCNJ staff member employed to work in the Program for at least two (2) years after the employee ceases to work for ESCNJ or contract with any consultant employed to work in the Program for at least sixty (60) days after the consultant ceases to work for ESCNJ.
- 12. The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.
- 13. ESCNJ shall provide all necessary professional and clerical services needed to fulfill its obligation to the Board. The professional and clerical staff will be employees of the ESCNJ and are entitled to benefits per their ESCNJ contract. The professional and clerical staff will be under the supervision of the ESCNJ. The Business Administrator will act as a liaison between ESCNJ and the Board.
- 14. The Board agrees to make payments within thirty (30) days of being billed by the ESCNJ pursuant to this Agreement. Payments shall be made based on actual services rendered.

In the event the Board shall fail to make such payments when due, ESCNJ shall have the right to terminate this Agreement upon thirty (30) days notice to the Board and to discontinue all services. In such event, ESCNJ shall be entitled to the value of services provided up to the date of termination and thereafter shall have no further obligation to provide services under the agreement.

- 15. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
- 16. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 17. This Agreement, including the Collaborative Service Rates schedule, constitutes the entire Agreement between the Board and ESCNJ and may not be amended or modified except by written instruments signed by the Board and ESCNJ. Collaborative Service Rates shall be recalculated annually for the term of this Agreement and posted on ESCNJ's website: www.escnj.us.
- 18. Any notice to the parties under this Agreement shall be sent certified mail, returned receipt requested, addressed as follows:

To the Board: Jackson Board of Education

151 Don Connor Blvd Jackson, New Jersey 08527

Attn: Business Administrator/Board Secretary

To the ESCNJ: Educational Services Commission of New Jersey

1660 Stelton Road Piscataway, New Jersey 08854 Attn: Business Administrator/Board Secretary

19. This Agreement shall become effective upon the adoption of a resolution by the Board and execution of this Agreement by all parties.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals the day and year first written above.

- 18. The Jackson Board of Education approved the following renewal of nonpublic contract agreements between the Jackson Board of Education and the Educational Services Commission of New Jersey for the period July 1, 2020 through June 30, 2025:
  - 1. Chapters 192/193 Agreement
  - 2. IDEA-B Agreement
  - 3. Nursing Services
  - 4. Security Aid Program
  - 5. Technology Initiative Program
  - 6. Textbook Services Agreement
  - 7. Title I Direct Services Agreement
  - 8. Title III Immigrant Services Contract
  - 9. Title III Limited English Proficient Services Contract
- 19. The Board of Education approved the following ESCNJ Master Special Education Tuition agreement:

## EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY MASTER SPECIAL EDUCATION TUITION AGREEMENT JULY 1, 2020 – JUNE 30, 2025

THIS AGREEMENT made on this <u>18<sup>TH</sup></u> day of <u>MARCH 2020</u> by and between the **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY** (hereinafter referred to as the "Commission"), with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the **BOARD OF EDUCATION OF JACKSON** (hereinafter referred to as the "Sending District") with offices located at 151 Don Connor Blvd, Jackson, New Jersey, in the County of Ocean.

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Education Program: The Sending District agrees to purchase educational services from the Commission. The Commission agrees to provide educational services to the Sending District in accordance with the applicable regulations of the State Board of Education. The Commission shall provide a special education class placement based on the instructional and related service model of the specific program (to be provided at time of intake) in which the student is placed. Services provided beyond that model, including employment of individual instructional assistants, as required by the students I.E.P., developed by the Sending District shall be billed in accordance with the Related Services Tuition Adjustments.

The services provided by the Commission shall be for educational handicapped resident pupils for the following regular and extended school year programs and all new special education programs, developed by the Commission after the execution of this Agreement:

Academy Learning Center NuView Academy

Bright Beginnings Learning Center Piscataway Regional Day School

Center for Lifelong Learning SeaView Learning Academy

Future Foundations Academy

- 2. Term: The term of this Agreement shall be in effect from July 1, 2020 and ending June 30, 2025, unless sooner terminated as provided herein.
- 3. Tuition: Tuition charges for regular and extended school year pupils shall be determined in accordance with the applicable New Jersey Statutes based upon student enrollment and as finally determined by the Commission.

Charges shall be recalculated annually for the term of this Agreement by the Commission and shall be subject to the approval of the Commissioner of Education. The Commission agrees to post on the Commission's website, www.escnj.us, estimated regular and extended school year tuition rates by January 15th of each year prior to adoption of the Commission's budget.

The tuition charge for the first year of this Agreement for a full-time student is as per the attached Tuition Rate Schedule. The Commission, at its sole discretion, may accept shared-time students based on approved shared-time tuition rates.

The Sending District shall pay tuition for each pupil in ten (10) monthly installments commencing September 1ST of each school year. Payment shall be due no later than the fifteenth (15TH) day of each month. The Commission agrees to provide the Sending District with a monthly tuition bill and a monthly report of pupil enrollment and attendance.

4. Withdrawal: In the event a pupil is enrolled for less than the entire school year, the Commission agrees to adjust the final monthly tuition bill for the pupil based upon a per diem

rate up to and including the day the Commission is notified in writing of the pupil's withdrawal by the Sending District as provided by law. The per diem rate will be calculated accordingly as noted on the tuition rate schedule. Tuition for the extended school year program is fixed and will not be prorated if a student withdraws from the program.

- 5. School Year: The Commission, in its sole discretion, shall fix the school calendar for the school year, and it is understood by the Sending District that the Commission's school year and school calendar may not coincide with the school year or school calendar of the Sending District. A copy of the Commission's school calendar shall be posted on the Commission's website on or before September 1st of the school year. The Commission reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any classes due to inclement weather or other reasons. In the event of the cancellation or alteration of the class schedule, the Commission shall furnish to the Sending District as much advance notice as practicable under the circumstances.
- 6. Application Documents and Procedures: Enrollment in the Education Program is open to any classified pupil of the school district, whose I.E.P. can be implemented in the Commission's available school programs.

Applicants shall furnish all documents required by the Commission and shall comply with the Commission's application procedure in all respects. The Commission shall review the pupil's application and all other materials and may accept or reject any applicant in its sole discretion.

- 7. Reporting on Pupil Progress: Reporting on pupil progress will be provided by the Commission and will include, but will not be limited to, parent-teacher conferences, local district conferences, teacher evaluation and written pupil progress reports, as required by the Administrative Code.
- 8. Classification and Placement: The classification and placement of all pupils shall be the sole responsibility of the Sending District and shall not be the responsibility of the Commission. It is understood by the parties that the Commission will rely upon the pupil's classification and placement recommendations and all Child Study Team Reports furnished by the Sending District to the Commission as an aid in determining qualification for admission and the appropriate programs for each pupil.
- 9. Transportation: The Commission shall have no responsibility for the transportation of any pupil to and/or from the classes of the Commission. All pupils shall arrive at and depart from the Commission's premises at such times as may be established by the Commission in its sole discretion. However, the Commission, upon the Sending District's request, will consider the furnishing of pupil transportation upon such terms and conditions as may be mutually agreeable to the Commission and the Sending District.
- 10. Insurance: The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.
- 11. Independent Contractor: The Sending District is not an agent of the Commission. The Sending District shall have no authority to bind the Commission by any representation, warranty or agreement, unless specifically authorized in writing by the Commission. The Commission is an independent contractor under this Agreement, and no employee, officer or director of the Sending District shall have the authority to bind the Commission by any representation, warranty or agreement unless specifically authorized in writing by the Commission, and shall not be deemed or treated as employees or agents of the Commission.
- 12. Indemnification: The Sending District shall defend, indemnify, protect and save and keep harmless the Commission, its successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by or arising out of the Education Program, the classification or placement of each pupil including, but not limited to, claims by the New Jersey State Department of Education, pupils enrolled in the Special Education classes, or the parents or such pupils.
- 13. Dismissal of Individual Pupils: The Commission, in its sole discretion, may dismiss any pupil for any reason including, but not limited to, the arresting of a pupil's educational or social adjustment by any cause, a change or erroneous classification or placement of any pupil, or pupil behavior disrupting the educational program of other pupils.
- 14. Compliance with Governmental Laws: Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules and regulations.
- 15. Execution of Documents: The parties agree to execute this and any other documents that may be necessary to affect the intent and purpose of this Agreement.
- 16. New Jersey Law: This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
- 17. No Waiver: No provision hereof may be waived except by an agreement in writing signed by the waiving party. The waiver of any term or provision shall not be construed or deemed to be an estoppel or waiver in the future of any such term or provision, but the same shall continue in full force and effect.
  - 18. Benefit: This Agreement shall bind the parties hereto, their successors and assigns.
- 19. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if served personally or sent by registered or certified mail, return

receipt requested, to a party at the addresses set forth below. Notice by mail shall be deemed given when deposited at a United States Post Office with postage prepaid thereon, addressed as follows:

To the Board: Jackson Board of Education

151 Don Connor Blvd Jackson, NJ 08527

Attn: Business Administrator/Board Secretary

To the ESCNJ: Educational Services Commission of New Jersey

1660 Stelton Road Piscataway, NJ 08854

Attn: Business Administrator/Board Secretary

- 20. Entire Agreement: This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.
- 21. Amendments: No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.
- 22. Severability: The provisions of this Agreement shall be deemed to be severable. If any provision herein is adjudged to be invalid or unenforceable, by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed amended to conform to law, and it shall not affect the validity of any other provision herein, but such other provision shall remain in full force and effect.
- 20. The Board of Education accepted the generous donation from The Friends of the Jackson Public Library in the amount of \$200.00 to the McAuliffe Middle School for their continued work and development of their Healing Library Kits project.
- 21. The Board of Education declared items as surplus, as filed with the Business Office, some items retain value and others have no monetary value.

#### **Document F.**

- 22. The Board of Education authorized the Board Secretary to go out to bid for the District's ESIP mechanical package and transformer replacement.
- 23. The Board of Education, based on the recommendation of the Board Secretary and pursuant to 18A:18A:5, awarded a contract for the Jackson Liberty High School practice field renovation to Garden Irrigation, Morganville, NJ, total contract of \$139,850.00.
- 24. The Board of Education approved the following Resolution authorizing participation in Educational Services Commission Cooperative Pricing Agreement for Weatherproofing Technologies, Inc. (Tremco):

# RESOLUTION FOR MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM A RESOLUTION AUTHORIZING THE JACKSON TOWNSHIP BOARD OF EDUCATION TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into

Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary

participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on August 28, 2019, the governing body of the Jackson Township Board of Education, County of Ocean, State of

New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

#### TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Jackson Township Board

of Education.

#### **AUTHORITY**

Pursuant to the provisions of *N.J.S.A.* 40A:11-11(5), the Board Secretary is hereby authorized to enter into a Cooperative

Pricing Agreement with the Lead Agency utilizing various vendors and amounts as listed below not exceeding estimated amounts.

#### CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-*

1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

#### EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

#### Document 1a.

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### MOTIONS CARRIED

#### **FACILITIES**

On a motion by Mr. Acevedo, seconded by Mrs. Dey, the Board of Education approved the following motion:

1. The Board of Education approve the use of facilities for groups as filed.

#### **Document G.**

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### **MOTIONS CARRIED**

#### **PROGRAMS**:

On a motion by Mr. Burnetsky, seconded by Mrs. Dey, the Board of Education approved the following motions in block formation:

1. The Board of Education approves the following College/University students/staff for internships, observation time, student teaching, clinical practice, as filed with the Assistant Superintendent:

REQUEST	COLLEGE/ UNIVERSITY	NAME	DATES	COOPERATING TEACHER(s)	SCHOOL
Practicum	Kean University	Aju Mathews	6/22/20 - 8/31/20	Robert Rotante	McAuliffe

2. The Board of Education accepted the 2019 District Violence and Vandalism/HIB Report for the period of July 1, 2019 through December 31, 2019 as presented.

#### Document H.

3. The Board of Education approved the additional Garden State Getaways trips in the Jackson Community School Spring/Summer 2020 brochure.

#### **Document I**.

- 4. The Board of Education approved the following Digital Media/JTV Film & Television Summer Camp 2020 classes, 7 days per session, to be held at Jackson Liberty High School, at no cost to the Board:
  - a. SESSION #1: "Short Film Production", June 24, 2020 July 2, 2020 Location: JLHS Television Studio, 8:30 am-2:30 pm each day

Registration/Program fee of \$300.00

- b. SESSION #2: "TV Production", July 9, 2020 July 17, 2020 Location: JLHS Television Studio, 8:30 am-2:30 pm each day Registration/Program fee of \$300.00
- c SESSION #3: "Music Video Production", July 23, 2020 July 31, 2020 Location: JLHS Television Studio, 8:30 am-2:30 pm each day

Registration/Program fee of \$300.00

- d. ALL THREE SESSIONS Registration/Program fee of \$850.00 (\$50 discount)
- e. Digital Media Summer Film Camp "Premiere Night", Friday, July 31, 2020 Location: JLHS Auditorium, 6:00 pm
- 5. The Board of Education approved the application and acceptance, if received, for Jane Goodall's Roots & Shoots Foundation, "One Trillion Tees" mini-grant for the 2019-2020 school year in the amount of \$100.00, submitted by Carrie Hogan and Melissa O'Keeffe of the Johnson Elementary School.

6. The Board of Education approved professional day requests and the travel related expense resolution from school board and staff members as filed with the appropriate supervisor.

#### Document J.

7. The Board of Education approved the application and acceptance, if received, for the Education First SEL in Action Awards grant for the 2020-2021 school year in the amount of a maximum of \$7,000.00, submitted by Kristie Opaleski of Jackson Liberty High School.

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### MOTIONS CARRIED

#### **STUDENTS**:

On a motion by Mr. Burnetsky, seconded by Mr. Colucci, the Board of Education approved the following motions in block formation:

1. The Board of Education approved the following out of district placements (accounts 20-250-100-566-09/11-000-100-566-09, unless otherwise noted):

a. One Student Placement: Rugby School

Tuition: \$83,064.37 pro-rated Effective: March 9, 2020

b. One Student Placement: Ocean Academy

Tuition: \$63,177.50 pro-rated

Effective: March 3, 2020 pending transportation

c. One Student Placement: Hackensack Public Schools (11-000-100-562-09)

Tuition: \$44,355.00 with Aide, pro-rated

Effective: March 9, 2020

d. One Student Placement: Burlington County Special Services School District w/ Aide

(11-000-100-562-09)

Tuition: \$89,242.00 pro-rated

Effective: March 16, 2020 pending transportation

2. The Board of Education approved a revision to services for the 2019-2020 school year with Educational Audiology Resources to provide the services to various Jackson students on an as needed basis as per the fee schedule on file with the Special Education Department and the Business Office, total cost not to exceed \$10,000.00 (11-000-213-300-09-210000).

#### Document K.

- 3. The Board of Education approved the additional JTV Digital Media Academy student worker, to be paid an honorarium amount of \$25.00 per event, for the 2019-2020 school year (#62-998-320-100-09):
  - a. Matthew Eagan/JLHS
- 4. Board of Education approved an overnight trip for the Jackson Liberty High School Dance Team to participate in the Universal Dance Association Summer Camp at the Spooky Nook Camp, Manheim, Pennsylvania, Monday, July 20, 2020 through Thursday, July 23, 2020, at no cost to the Board.
- 5. The Board of Education approved a trip for the Jackson Liberty High School Band to the New York City Greek Independence Opening Ceremony on Sunday, March 29, 2020, at no cost to the Board.
- 6. The Board of Education approved a voluntary trip for the Jackson Memorial Band to see the musical, "Come From Away" at the Gerald Schoenfeld Theatre, New York City, New York on Saturday, April 25, 2020, at no cost to the Board.
- 7. The Board of Education approved a voluntary trip for the Jackson Memorial Tri-M Music Honor Society students to see the musical "Jersey Boys" in New York City, New York on Thursday, June 11, 2020, at no cost to the Board.

8. The Board of Education accepted, in accordance with N.J.S.A. 18A:37-15b(6), the monthly Harassment, Intimidation and Bullying (HIB) Report as presented to the Board of Education during Executive Session.

#### **Document L**.

9. The Board of Education approved educational field trips as filed with the Transportation Director.

#### **Document M**.

10. The Board of Education approved a revision to the following Out-of-District placements for the 2019-2020 school year (accounts 20-250-100-566-09/11-000-100-566-09, unless otherwise noted):

a. One Student Placement: Hawkswood School

Tuition: \$90,705.00 with Aide Effective: September 30, 2019

- 11. The Board of Education approved services for the 2019-2020 school year with Educational Services Commission of New Jersey (Academy Learning Center) to provide excess physical therapy services to one district student at a rate of \$67.00 per week, total cost not to exceed \$1,000.00 (11-000-217-320-09-210000).
- 12. The Board of Education approved the following additional volunteer clubs and/or advisors for the 2019-2020 school year:

Volunteer Club Volunteer Advisor School

- a. eSports Daniel Martin JLHS
- b. Garden Club Amy Bueide Holman
- 13. The Board of Education approved a trip for members of the Jackson Memorial High School Boys and Girls Spring Track teams to participate in the 21<sup>st</sup> Edition of the Big Blue Track & Field Classic on April 18, 2020 at St. Joseph-by-the-Sea High School, Staten Island, New York, cost to the Board being District Transportation.

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo Mr. Burnetsky Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### **MOTIONS CARRIED**

#### Superintendent's Comments: New Superintendent Appointment

Dr. Genco stated I would like to say a few words; I would like to point out item #7 on personnel, my replacement; I think the Board is making a great decision; I worked with Mrs. Pormilli both in South Plainfield and here in Jackson. I consider her a colleague; I consider her a well-rounded professional and certainly a class act administrator that I have ever been around and I want to wish her well.

Mr. Acevedo stated we officially welcome Mrs. Pormilli.

#### **PERSONNEL**

On a motion by Mr. Acevedo, seconded by Mrs. Dey, the Board of Education approved the following motions:

- 1. The Board of Education approved the employment of the following substitutes for the 2019-2020 school year, effective March 19, 2020, unless otherwise noted:
  - a. Rebecca Nathans, Driver-Transportation, \$18.50 per hour
  - b. Jacob Asbury, Custodian, \$11.00 per hour
  - c. Xzavier Quiles, Custodian, \$11.00 per hour
  - d. Linda DeLuca, Nurse \$150 per day, pending fingerprints
  - e. Oksana Titovich, Nurse, \$150 per day, pending fingerprints
  - f. Danielle Sansone, Secretary, Receptionist, Lunchroom Aide, \$11.00 per hour, *pending fingerprints*
- 2. The Board of Education, upon the recommendation of the Superintendent, accepted with best wishes, the resignation of the following employees, due to retirement:
  - a. Toni McDonald, World Language Teacher/Crawford-Rodriguez and Holman, effective July 1, 2020.
- 3. The Board of Education accepted the resignation of the following employees:
  - a. Joseph Nicolacopoulos, Teacher-Special Education/JLHS, effective May 4, 2020.
  - b. Kasey Lardieri, Teacher-Math/JMHS, effective February 21, 2020.

- 4. The Board of Education approved a leave of absence for the following personnel:
  - a. Edward Bailey, Custodian/District assigned to JLHS, revised paid Medical Leave of Absence, effective January 9, 2020 through March 6, 2020, returning March 9, 2020.
  - b. Maryann Catusco, Driver-Transportation/District revised paid Medical Leave of Absence, effective September 3, 2020 through December 6, 2019; unpaid Family Medical Leave of Absence, effective December 9, 2019 through March 12, 2020; unpaid Medical Leave of Absence, effective March 13, 2020 through TBD.
  - c. Fatima DaSilva-Rogers, Driver-Transportation/District, paid Medical Leave of Absence, effective October 16, 2019 through January 8, 2020; unpaid Family Medical Leave of Absence, effective January 9, 2020 through April 1, 2020; unpaid Medical Leave of Absence, effective April 2, 2020 through April 8, 2020, returning April 20, 2020.
  - d. Loretta Ricardy Transportation-Driver/District, intermittent Family Medical Leave of Absence, effective February 21, 2020 through June 30, 2020, not to exceed 60 days.
  - e. Leila DeVito, Food Services Worker/JMHS, revised paid Medical Leave of Absence, effective February 12, 2020 through February 27, 2020; unpaid Medical Leave of Absence, effective February 28, 2020 through TBD.
  - f. Charles Hale, Groundsperson/District, revised paid Medical Leave of Absence, effective January 14, 2020 through March 24, 2020, returning March 25, 2020.
  - g. Mark Evans, Maintenance-HVAC/Facilities, intermittent Family Medical Leave of Absence, effective February 20, 2020 through June 30, 2020, not to exceed 60 days.
  - h. Lisa Washington, School Nurse/McAuliffe, revised unpaid Federal and NJ Family Leave of Absence, effective January 9, 2020 through February 25, 2020, returning February 26, 2020.
  - i. Barbara Guhne, Secretary-COSA/Administration, revised paid Medical Leave of Absence, effective February 19, 2020 through March 6, 2020, returning March 9, 2020.
  - j. Denise Brueckner, Secretary-COSA-Special Education/JLHS, intermittent NJ Family and Medical Leave of Absence, effective February 5, 2020 through June 30, 2020, not to exceed 60 days.
  - k. Susan Young, Special Education Teacher/JMHS, paid Medical Leave of Absence, effective January 6, 2020 through January 28, 2020; revised unpaid Family Medical Leave of Absence, effective January 29, 2020 through March 20, 2020, returning March 23, 2020.
  - Karen Catanese, Special Education Teacher/McAuliffe, revised paid Medical Leave of Absence, effective December 18, 2020 through February 14, 2020, returning February 18, 2020
  - m. Jamie Hesnan, Special Education Teacher/McAuliffe, paid Medical Leave of Absence, effective March 16, 2020 through May 11, 2020; unpaid NJ and Federal Family Medical Leave of Absence, effective May 12, 2020 through June 30, 2020, returning September 1, 2020.
  - n. Talia Sanzone, Special Education Teacher/Crawford-Rodriguez, paid Medical Leave of Absence, effective May 11, 2020 through September 8, 2020; unpaid Federal and NJ Family Medical Leave of Absence, effective September 9, 2020 through December 21, 2020, returning December 22, 2020.
  - Jennifer Gruosso, Teacher Holman, revised paid Leave of Absence, effective February 27, 2020 through May 13, 2020; unpaid Federal and NJ Family Leave of Absence, effective May 14, 2020 through June 30, 2020, returning September 1, 2020.
  - p. Elizabeth Olszuk, Teacher/Holman, revised paid Medical Leave of Absence effective January 13, 2020 through February 21, 2020, returning February 24, 2020.
  - q. Abigail Duffy, Intervention Teacher/Switlik, revised paid Medical Leave of Absence, effective January 13, 2020 through February 14, 2020; revised unpaid Federal and NJ Family Leave, effective February 18, 2020 through May 20, 2020; revised unpaid Child Care Leave of Absence, effective May 21, 2020 through June 30, 2020, returning September 1, 2020.
  - r. Victoria Catanzaro, Food Service Lead/Elms, paid Medical Leave of Absence, effective March 10, 2020 through April 29,2020; unpaid Family Medical Leave of Absence, effective April 30, 2020 through TBD.
  - s. Lucinda Cooney, Teacher/Elms, revised paid Medical Leave of Absence, effective February 10, 2020 through TBD.
- 5. The Board of Education approved the following contract adjustments:
  - a. Paul Sult, Maintenance Worker/District, extend leave of absence stipend and salary increase to include \$4,000 pro-rated tradesman electrician stipend, salary \$61,512.80 pro-rated (\$57,012.80 plus \$4,000 tradesman stipend plus \$500.00 longevity), effective September 19, 2019 extended through April 15, 2020, in accordance with the 2019-2020 Teamsters contract.
  - b. Jean Marie Ciner, Guidance Counselor/JMHS, increase salary from \$60,017.00 to \$61,817.00 to reflect an increment increase degree change from MA Step 9 To MA+30 Step 9, effective March 11, 2020 through June 30, 2020 as per the JEA contract.
- 6. The Board of Education approved the following contract adjustments for longevity for the 2019-2020 school year, in accordance with the current negotiated contracts:

	First Name	Last Name	Title	Bargaining Group	Effective Date	Reason	Current Salary	Adjust- ment	Adjusted Salary (Prorated)
a	Nicholas	Caruso	Physical Education Teacher	JEA	4/1/2020	20 Years Longevity	\$78,142.00	\$500.00	\$78,642.00
b	Christopher	Stella	Social Studies Teacher	JEA	4/1/2020	20 Years Longevity	\$80,742.00	\$500.00	\$81,242.00

- 7. The Board of Education approved the appointment of Nicole Pormilli, Superintendent of Schools/Administration, replacing Stephen Genco (retired), effective July 1, 2020 through June 30, 2025, as per the contract on file in the office of the Board Secretary, 2020-2021 salary \$195,000.00; 2021-2022 salary \$198,900.00; 2022-2023 salary \$202,878.00; 2023-2024 salary \$206,936.00; 2024-2025 salary \$211,075.00; as approved by the Executive County Superintendent of Schools.
- 8. The Board of Education approved the employment of the following personnel:
  - a. Nancy Sneddon, Receptionist-PM/Administration (11-000-251-10009), 4 hours per day, replacing Monica Ippolito (transfer) (PC# 1538), effective March 19, 2020 through June 30, 2020, salary \$12,026.56 (\$12.74 per hour-4 hours per day), as per Step 1.
- 9. The Board of Education approved the following coaches for the 2019-2020 school year:
  - a. Resignations:
    - 1. Kaitlyn Sorochka, Assistant Softball Coach/JLHS
    - 2. Tyisha Willis, Assistant Softball Coach/JLHS
    - 3. Dana Costello, Assistant Girls Track Coach/JLHS
    - 4. Christopher Kerr, Assistant Girls Track Coach/JLHS
    - 5. Kenneth Bradley, Assistant Boys Track Coach/JMHS

#### b. New Hires:

- 1. Katherine Weir, Assistant Softball Coach/JLHS, replacing Tyisha Willis (resigned to Coach Track), effective March 19, 2020 through June 30, 2020, stipend \$4,383.00 as per Step B.4 of the JEA contract.
- April Szymczyk, Assistant Softball Coach/JLHS, replacing Kaitlyn Sorochka (resigned), effective March 19, 2020 through June 30, 2020, stipend \$4,299.00 as per Step B.2 of the JEA contract.
- 3. Ryan Azzolini, Assistant Girls Track Coach/JLHS, replacing Dana Costello (resigned), effective March 19, 2020 through June 30, 2020, stipend \$4,299.00 as per Step B.2 of the JEA contract.
- 4. Tyisha Willis, Assistant Girls Track Coach/JLHS, replacing Christopher Kerr (resigned), effective March 19, 2020 through June 30, 2020, stipend \$4,299.00 as per Step B.2 of the JEA contract.
- Andrew Fantasia, Assistant Boys Track Coach/JMHS, replacing Kenneth Bradley (resigned), effective March 19, 2020 through June 30, 2020, stipend \$4,299.00 as per Step B.2 of the JEA contract.
- c. Contract Adjustments:
  - 1. Ryan Hesnan, Athletic Coordinator/JLHS, adjust stipend from \$6,683.00, Step 3 to stipend \$6,623.00, as per Step 2 of the JEA contract, to reflect correct step.
  - 2. Matthew Schmidt, Head Winter Girls Track Coach/JLHS, adjust stipend from \$4,490.00, Step 1 to \$4,568.00, as per Step 3 of the JEA contract to reflect correct step.
  - 3. Keith Smicklo, Assistant Wrestling Coach/JLHS, adjust stipend from \$5,706.00, Step 1 to \$6,402.00, as per Step A.6 of the JEA contract to reflect correct step.
  - 4. Stephanie Mason, Assistant Girls Basketball Coach/JMHS, adjust stipend from \$5,706.00, Step 1 to \$5,758.00 as per Step 2 of the JEA contract to reflect correct step.
  - 5. Dominic Salerno, Boys Head Wrestling Coach/Goetz, adjust stipend from \$5,110.00, Step 1 to \$5,657.00 as per Step 6 of the JEA contract to reflect correct step.
- 10. The Board of Education approved the following personnel to conduct Jackson School District Academy entrance exams and/or auditions, combined total stipend allocation not to exceed 102 hours (\$4,998.00), at the hourly rate of \$49.00:
  - a. Ashley Forsyth, Studio Art/JLHS, 14 hours
  - b. Lisa Stallone, Studio Art/JMHS, 14 hours
  - c. Sarah Hayek, Business/JLHS, 6 hours
  - d. Laura Fecak, Business/JMHS, 6 hours
  - e. Scott Katona, Instrumental Music/JLHS, 9 hours
  - f. Jason Diaz, Instrumental Music/JMHS, 9 hours
  - g. Rebecca Young, Vocal Music/JLHS, 15 hoursh. Ed Robertson, Vocal Music/JMHS, 5 hours
  - i. Nicole Mathias, Theatre/JLHS, 15 hours
  - j. Jaclyn Kerrigan, Theatre/JMHS, 9 hours
- 11. The Board of Education approved the following additional personnel and salaries for the Community School Spring/Summer 2020 Programs:

Program	Position	Name	Salary	Location
	Student Aides	Julia Krueger	\$11.00 per hour	Crawford- Rodriguez
Spring/Summer Kids Gymnastics		Ashleah Myers pending fingerprints upon graduation	\$11.00 per hour	
		Brooke Hentz pending fingerprints upon graduation	\$11.00 per hour	
Summer 2020 Summer Music Programs	Instructor	Eric Ficarra	\$30.00 per hour	McAuliffe

- 12. The Board of Education approved the following personnel for the Title I Pop-Up Literacy Nights for the 2019-2020 school year, to be paid through Title I grant funds (20-231-200-110-09), not to exceed \$588.00:
  - a. Donna Donner, 3 hours per night, 2 nights, \$49.00 per hour
  - b. Donna Mollica, 3 hours per night, 2 nights, \$49.00 per hour

Substitutes, \$49.00 per hour:

- c. Roseanne Carello
- d. Douglas Jackson
- 13. The Board of Education approved the following staff members for student teaching, cocurricular advisors and/or athletic coaches

for the 2019-2020 school year, effective March 19, 2020, unless otherwise noted:

a. Daniel Martin, Volunteer Advisor – Esports Club/JLHS

Roll Call Vote: Yes: Mr. Sargent

Mr. Acevedo

Mr. Burnetsky (Abstained on Transportation & All

Supervisors Related to Transportation)

Mrs. Dey Mrs. Rivera Mr. Colucci Mr. Walsh

#### **MOTIONS CARRIED**

#### **Board Comments**

Mr. Acevedo commented I have spoken to the Superintendent about this; if the coronavirus issue worsens,

Mr. Zitomer interjected with an unidentified caller who was disrupting Mr. Acevedo and advised the caller we have their phone number and everybody's phone number in this meeting so please do not interfere, we do not want to have to prosecute. Please continue Mr. Acevedo.

Mr. Acevedo continued in case this coronavirus worsens and involves the community, I want to talk about the possibility of accommodating our community with our buildings, just not now.

Mr. Burnetsky commented I want to thank the administration for their response to this crisis, you're doing a great job. Mrs. Pormilli, congratulations on your advancement; welcome aboard.

Mrs. Dey thanked the administration on how they handled the virus situation very rapidly and I think it's important to thank our teaching staff and our transportation department and food services workers; I'm not sure if the public is aware they are still being responsible to our students needs. I just want to thank everybody in how we are handling this situation. I think it's important to mention our community members who step up for our free and reduced lunch students. Our community is working together so thank you everybody. Welcome Mrs. Pormilli.

- Mr. Sargent wished everyone a good night.
- Mr. Colucci wished everyone a good night and stay safe everybody.

Mr. Walsh commented as a former teacher, there's a saying that you always have to monitor and adjust and I think you are doing a very good job with the modern technology of adjusting. It is going to take a little adjustment as we go along but I think you're doing a great job. Speaking on the situation and state of affairs, Mrs. Pormilli, I can't wait for you to get in the hot seat because it's getting hotter all the time.

Mrs. Pormilli thanked Mr. Walsh and the Board of Education.

There being no further discussion, on a motion by Mr. Acevedo, seconded by Mr. Colucci, the meeting was adjourned by acclamation at 7:02~p.m.

Respectfully Submitted,

Michelle Richardson Business Administrator/

**Board Secretary**