

JACKSON TOWNSHIP BOARD OF EDUCATION

March 18, 2020
Official Board Meeting

6:30 P.M.
JMHS Fine Arts Auditorium

This meeting is in compliance with the Open Public Meeting Law, and has been duly advertised in the Asbury Park Press.

1. Call to Order
2. Salute to the Flag
3. Certification of Meeting
4. Approval of Agenda
5. Board of Education Recognition
6. Superintendent's Report/Information Items
7. Discussion Items
 - a. Standing Committee Reports
 - State and County School Boards Representative – Mrs. Rivera, Mr. Acevedo & Mr. Walsh
 - Parent Group Liaison – Mr. Burnetsky – *Next Presidents' Council Meeting – April 6, 2020*
 - Special Education – Mrs. Rivera & Mrs. Dey – *Next SEAC Meeting – May 11, 2020*
 - 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)
8. Policy/Regulations
Policy – 2nd Reading
P2560 PROGRAM Live Animals in School (revised)
9. Approval of 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
10. Financial Reports:
 - a. Bill List
 - b. Treasurer's and Board Secretary's Reports
11. Public Forum – *Agenda Items only*
12. Resolutions for Action
13. Public Forum
14. Board Comments
15. Adjournment

**OFFICE OF THE
SUPERINTENDENT OF SCHOOLS**

TO: Jackson Township Board of Education
FROM: **DR. STEPHEN GENCO, SUPERINTENDENT OF SCHOOLS**
RE: March 18, 2020 Official Board Meeting

MOTION: Based on the recommendation of the Superintendent of Schools, the Board of Education adopts the Agenda as presented:

Based on the recommendation of the Superintendent of Schools, the following resolutions are presented for formal approval by the Board of Education.

FINANCE:

1. The Board of Education, based on the recommendation of the Board Secretary, approves the line-item transfers for the month of January, 2020.
2. The Board of Education, based on the recommendation of the Board Secretary, approves the adjustments to the Federal and State Fund 20 Projects for the 2019-2020 school year for January, 2020.
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.
4. The Board of Education approves 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 \$_____ that consists of a Total General Fund of \$_____, Federal/State Programs of \$_____ and Debt Service of \$_____.
2. The Board of Education approves the Tax Levy amount raised for General Funds of \$_____ for the ensuing 2020-2021 school year.
5. The Board of Education, based on the recommendation of the Board Secretary, rejects 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
6. The Board of Education, based on the recommendation of the Board Secretary, awards 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, approves 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.

FINANCE (continued):

8. The Board of Education, based on the recommendation of the Board Secretary and Spiezle Architecture Group, Inc., architects for the New Transportation Building, approves 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, approves 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 approves 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 approves 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 |
| 13. Transportation Building | DOE State Project #2360-X03-20-1000 |

FINANCE (continued):

12. The Board of Education approves 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 approves 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 **Jackson Board of Education** 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 (NJS 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 approves 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 **18th** day of **March, 2020**, between the **Jackson Board of Education** hereinafter referred to as DISTRICT, and **Glenn Insurance** 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 **18th day of March, 2020**;

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;

FINANCE (continued):

14. The Board of Education approves the following ACCASBOJIF agreement:
- H) Review Certificates of Insurance and Hold Harmless & Indemnity documents received by the district
 - I) 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.
2. The term of this Agreement shall be for one (1) year from **July 1st, 2020 – June 30th, 2021**, 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, approves 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.

16. The Board of Education approves 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 approve 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 **18TH** day of **MARCH 2020** 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.

W I T N E S S E T H:

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.

FINANCE (continued):

17. Educational Services Commission of New Jersey Resolution - continued:

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.

FINANCE (continued):

18. The Jackson Board of Education approves 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 approve 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 **18TH** day of **MARCH 2020** 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.

FINANCE (continued):

19. ESCNJ Master Special Education Tuition agreement - continued:

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:

FINANCE (continued):

19. ESCNJ Master Special Education Tuition agreement - continued:

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 accepts 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 declares items as surplus, as filed with the Business Office, some items retain value and others have no monetary value.

FACILITIES:

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

PROGRAMS:

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
Practicum	Monmouth University	Julianne Taylor	3/19/20 - 6/30/20	Rebecca Stromberg	Elms

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

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

4. The Board of Education approves 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
 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
 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
 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

PROGRAMS (continued):

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

STUDENTS:

1. The Board of Education approves the following out of district placements:
 - 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
 Tuition: \$44,355.00 with Aide, pro-rated
 Effective: March 9, 2020
2. The Board of Education approves 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.
3. The Board of Education approves the additional JTV Digital Media Academy student worker, to be paid an honorarium amount per event, for the 2019-2020 school year:
 - a. Matthew Eagan/JLHS
4. The Board of Education approves 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 approves 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 approves 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 approves 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 accepts, 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.
9. The Board of Education approves educational field trips as filed with the Transportation Director.

PERSONNEL:

1. The Board of Education approves the employment of the following substitutes for the 2019-2020 school year, effective March 19, 2020, unless otherwise noted:
 - a. Rebecca Nathans, Driver-Transportation
 - b. Jacob Asbury, Custodian
 - c. Xzavier Quiles, Custodian
 - d. Linda DeLuca, Nurse, *pending fingerprints*
 - e. Oksana Titovich, Nurse, *pending fingerprints*
 - f. Danielle Sansone, Secretary, Receptionist, Lunchroom Aide, *pending fingerprints*
2. The Board of Education, upon the recommendation of the Superintendent, accepts 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 accepts 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 approves 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.
 - l. 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.
 - o. Jennifer Grusso, 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.

PERSONNEL (continued):

5. The Board of Education approves the following contract adjustments:
 - a. Paul Sult, Maintenance Worker/District, extend leave of absence stipend to include tradesman electrician stipend, effective September 19, 2019 extended through April 15, 2020.
6. The Board of Education approves 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
a.	Nicholas	Caruso	Physical Education Teacher	JEA	4/1/2020	20 Years Longevity
b.	Christopher	Stella	Social Studies Teacher	JEA	4/1/2020	20 Years Longevity

7. The Board of Education approves the appointment of Nicole Pormilli, Superintendent of Schools/Administration, replacing Stephen Genco, effective July 1, 2020 through June 30, 2025, as per the contract on file in the office of the Board Secretary, as approved by the Executive County Superintendent of Schools.
8. The Board of Education approves the employment of the following personnel:
 - a. Nancy Sneddon, Receptionist-PM/Administration, 4 hours per day, replacing Monica Ippolito, effective March 19, 2020 through June 30, 2020.
9. The Board of Education approves 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, effective March 19, 2020 through June 30, 2020.
 2. April Szymczyk, Assistant Softball Coach/JLHS, replacing Kaitlyn Sorochka, effective March 19, 2020 through June 30, 2020.
 3. Ryan Azzolini, Assistant Girls Track Coach/JLHS, replacing Dana Costello, effective March 19, 2020 through June 30, 2020.
 4. Tyisha Willis, Assistant Girls Track Coach/JLHS, replacing Christopher Kerr, effective March 19, 2020 through June 30, 2020.
 5. Andrew Fantasia, Assistant Boys Track Coach/JMHS, replacing Kenneth Bradley, effective March 19, 2020 through June 30, 2020.
 - c. Contract Adjustments:
 1. Ryan Hesnan, Athletic Coordinator/JLHS, adjust stipend to reflect correct step.
 2. Matthew Schmidt, Head Winter Girls Track Coach/JLHS, adjust stipend to reflect correct step.
 3. Keith Smicklo, Assistant Wrestling Coach/JLHS, adjust stipend to reflect correct step.
 4. Stephanie Mason, Assistant Girls Basketball Coach/JMHS, adjust stipend to reflect correct step.
 5. Dominic Salerno, Boys Head Wrestling Coach/Goetz, adjust stipend to reflect correct step.
10. The Board of Education approves the following personnel to conduct Jackson School District Academy entrance exams and/or auditions:
 - 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 hours
 - h. Ed Robertson, Vocal Music/JMHS, 5 hours
 - i. Nicole Mathias, Theatre/JLHS, 15 hours
 - j. Jaclyn Kerrigan, Theatre/JMHS, 9 hours

PERSONNEL (continued):

11. The Board of Education approves the following additional personnel for the Community School Spring/Summer 2020 Programs:

Program	Position	Name	Location
Spring/Summer Kids Gymnastics	Student Aides	Julia Krueger	Crawford-Rodriguez
		Ashleah Myers <i>pending fingerprints upon graduation</i>	
		Brooke Hentz <i>pending fingerprints upon graduation</i>	
Summer 2020 Summer Music Programs	Instructor	Eric Ficarra	McAuliffe

12. The Board of Education approves the following personnel for the Title I Pop-Up Literacy Nights for the 2019-2020 school year:

- a. Donna Donner, 3 hours per night, 2 nights
- b. Donna Mollica, 3 hours per night, 2 nights

Substitutes:

- c. Roseanne Carello
- d. Douglas Jackson

** Salaries are public information. Any person interested in obtaining this information is to contact the Secretary to the Board of Education.