THE ENGLEWOOD BOARD OF EDUCATION

AGENDA – PUBLIC MEETING
September 17, 2015
6:30 p.m.

A Public Meeting of the Board of Education will be held this day opening in Room 311 at Dr. John Grieco Elementary School; immediately moving to closed session and returning to open session at 8:00 p.m. in the Cafeteria. The order of business and agenda for the meeting are:

I. CALL TO ORDER

II. OPEN PUBLIC MEETING STATEMENT – Board of Education President

The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice of and to attend the meetings of public bodies at which any business affecting their interests is discussed and acted upon. In accordance with the provisions of this act, the Board of Education has caused notice of this meeting to be posted in the Board Office, City Clerk's Office, Public Library, and all Englewood public schools and e-mailed or faxed to the Record, Suburbanite, Co-Presidents of the ETA and EAA, Presidents of parent-teacher organizations and any person who has requested individual notice and paid the required fee.

III. ROLL CALL

Molly Craig-Berry, Henry Pruitt III, Devry B. Pazant, Carol Feinstein, Junius Carter, Stephen Brown, Glenn Garrison, Betty Griffin, Howard Haughton

IV. PLEDGE OF ALLEGIANCE

V. CLOSED SESSION AS NECESSARY *(Use this resolution to identify the qualified matters to be discussed)*

WHEREAS**,** the Open Public Meetings Act, N.J.S.A.10:4-12, permits the Board of Education to meet in closed session to discuss certain matters, now, therefore be it

RESOLVED**,** the Board of Education adjourns to closed session to discuss: (select one or more)

1) a matter rendered confidential by federal or state law
2) a matter in which release of information would impair the right to receive government funds
3) material the disclosure of which constitutes an unwarranted invasion of individual privacy
4) a collective bargaining agreement and/or negotiations related to it
5) a matter involving the purchase, lease, or acquisition of real property with public funds
6) protection of public safety and property and/or investigations of possible violations or violations of law
7) pending or anticipated litigation or contract negotiation and/or matters of attorney-client privilege
8) specific prospective or current employees unless all who could be adversely affected request an open session
9) *deliberation after a public hearing that could result in a civil penalty or other loss*

and be it

FURTHER RESOLVED, the minutes of this closed session be made public when the need for confidentiality no longer exists.

VI. APPROVAL OF MINUTES **TAB - 1**

June 11, 2015 – Public Meeting and Closed Session
July 16, 2015 – Public Meeting and Closed Session

VII. COMMITTEE REPORT(S)

VIII. SUPERINTENDENT'S REPORT

IX. REVIEW OF CONSENT AGENDA

(The following resolutions are presented for your consideration pursuant to Board of Education Bylaw 164.)

Administration	**16-A-16 through 16-A-21**
Finance	**16-F-27 through 16-F-35**
Personnel	**16-P-25 through 16-P-29**

Section	Section	Topic	Page	Tab
Board	16-B-01	Approval – Appointment of Superintendent	3	2
Administration	16-A-16	Approval – Purchased Services 2015 – 2016	4	
	16-A-17	Approval – Revised Law Enforcement State Memorandum of Agreement for 2015-2016	5	3
	16-A-18	Approval – First Reading Board of Education Revised Policy	5	4
	16-A-19	Approval – Appointment Of Compliance Officers	5	
	16-A-20	Approval – Field Trips	6	
	16-A-21	Approval – All Curricula, Courses of Study and Textbooks for 2015-2016 School Year	6	
Finance	16-F-27	Approval – Staff and BOE Travel	7	5
	16-F-28	Approval – Bills List	7	6
	16-F-29	Approval – Student Settlement Agreement	7	
	16-F-30	Approval - Acceptance of Extraordinary Aid 2014-2015	8	
	16-F-31	Approval - Corrective Action Plan for Breakfast Participation	8	7
	16-F-32	Approval - Corrective Action Plan for Food Service Operation	8	8
	16-F-33	Approval - Change Orders for Steam Heat Conversion Project	8	
	16-F-34	Approval – Use of Competitive Contracting for Purchase of Specialized District Operational Services	9	
	16-F-35	Approval – 2015-2016 Salaries of Full-Time Staff Paid with NCLB Funds	9	
Personnel	16-P-25	Approval - 2015 - 2016 Contracted Appointments	10	
	16-P-26	Approval - 2015 - 2016 Employment: Full-Time, Non-Guide, Part Time Employees and Substitutes	10-11	
	16-P-27	Approval - 2015 - 2016 Extra Compensation Positions	11-15	
	16-P-28	Approval - 2015-2016 Salary Adjustments, Reclassifications & Transfers	15	
	16-P-29	Approval - Retirement, Leaves of Absence, Terminations	15	

X. PRIVILEGE OF THE FLOOR

XI. APPROVAL OF CONSENT AGENDA

a. Motion to approve the consent agenda: _____Second: _____
b. Board Discussion
c. Vote

XII. OLD/NEW BUSINESS

XIII. ADJOURNMENT

BOARD

16-B-01 APPROVAL – APPOINTMENT OF SUPERINTENDENT TAB-2

WHEREAS, the Englewood Board of Education received the approved employment contract by the Bergen County Executive Superintendent on September 9, 2015;

BE IT RESOLVED, that the Englewood Board of Education hereby appoints Robert L. Kravitz, as the Superintendent of Schools, effective October 1, 2015 through June 30, 2019, according to the terms and conditions set forth and negotiated in the attached employment contract as approved by the Bergen County Executive Superintendent.

ADMINISTRATION

16-A-16 APPROVAL – PURCHASED SERVICES 2015 – 2016

WHEREAS, the district requires specialized services to satisfy educational and business requirements,

BE IT RESOLVED, the Englewood Board of Education authorizes the president and secretary to enter into agreement with the listed individuals and/or organizations, subject to attorney review of any applicable agreement both as to content and form:

Name	Service / Dates	Budget	Max. Fees
Arts Horizons 1 Grand Avenue, Suite 7 Englewood, NJ	Aftercare Student Programming September 2015-June 2016	60-057-200-300-03-000-000 60-057-200-300-05-000-000	$4,000.00
Young Audiences New Jersey & Eastern Pennsylvania 200 Forrestal Road Princeton, NJ	Aftercare Student Programming September 2015-June 2016	60-057-200-300-03-000-000 60-057-200-300-05-000-000	$8,000.00
Math Professional Development Houghton Mifflin Harcourt	Professional Development Math In Focus K-8 Focus Instructional Straegies Workshops	20-270-200-300-66-000-000 20-231-200-300-66-000-000	$23,000,00
Holmstead School	Tuition 1 student* September 2015-June 2016	11-000-100-566-40-000-000	$49,915.80
Children's Therapy Center, Fair Lawn, NJ	Tuition 1 student* September 2015-June 2016	11-000-100-566-40-000-000	$75,914.52
HoHoKus School of Trade, Paterson, NJ	Shared-time Tuition 5 students* September 2015-June 2016	11-190-100-500-07-000-000	$49,500.00
Eastwick College, Hackensack, NJ	Shared-time Tuition 12 students* September 2015-June 2016	11-190-100-500-07-000-000	$118,800.00
Wayne Schools (for DYFS placement @ Benway-Private School)	Joint Transport/HoHoKus 1 student* September 2015-June 2016	11-000-270-514-40-000-000	$2,993.60
Valley Program – County School, Demarest, NJ	Tuition 1 student* September 2015-June 2016	11-000-100-562-40-000-000	$30,000.00 est.
Dr. Michael Glascoe 32436 Free Drop Way Millsboro, DE 19966	October 1, 2015 – June 30, 2016	11-000-230-500-62-000-000	$5,250.00
Dr. Constance Frazier 11 Fox Court Ramapo Cirque Montebello, NY 10901	October 1, 2015 – June 30, 2016	11-000-230-500-62-000-000	$4,250.00

*Student ID numbers are on file.

16-A-17 APPROVAL – REVISED LAW ENFORCEMENT STATE MEMORANDUM OF AGREEMENT FOR 2015-2016 TAB-3

WHEREAS, in 2011, the Department of Law and Public Safety and the Department of Education issued the Revised "Uniform State Memorandum of Agreement between Education and Law Enforcement Official" (MOA); and

WHEREAS, all Bergen County school districts have adopted the revised 2015 Memorandum of Agreement during the 2015-2016 school year; and

WHEREAS, in accordance with N.J.A.C. 6A:16-6.2(b)15, the Chief School Administrator and local law enforcement officials will meet annually to discuss the implementation of the MOA and update it as necessary; and

RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the Uniform State Memorandum of Agreement between Education and Law Enforcement Officials, as agreed upon by the Interim Superintendent and Chief of the Englewood City Police Department on September 10, 2015, with no additional terms or provisions. This agreement is completed in conformance with N.J.A.C. 6A:16-6.1 and 6A:16-2(b)14.

16-A-18 APPROVAL – FIRST READING BOARD OF EDUCATION REVISED POLICY TAB-4

RESOLVED, that the Board of Education discusses and entertains written public comment** on the following attached Board of Education policies/regulations and agrees to consider adoption of these policies/regulations as revised at a forthcoming Board of Education meeting, after hearing public comments:

5310	Health Services
5310R	Health Services
3221	Evaluation of Non-Tenured Teaching Staff Members
3221R	Evaluation of Non-Tenured Teaching Staff Members
3222	Evaluation of Tenured Teaching Staff Members
3222R	Evaluation of Tenured Teaching Staff Members

16-A-19 APPROVAL – APPOINTMENT OF COMPLIANCE OFFICERS

RESOLVED, the Board of Education appoints the following position for the 2015-2016 school year:

Compliance Position	Employee	Title
504 Committee Coordinator	Noel Gordon	Director of Guidance
Affirmative Action Officer	Abraham Alarcon	Vice-Principal
Harrassment, Intimidation & Bullying (HIB) Coordinator	Glenda James	School Culture and Climate Coach & HIB Coordinator
Homeless Liaison	Florence Eddings	Parent Liaison
Integrated Pest Management Officer	Michael Hunken	Director of Facilities
Right to Know Consultant	Michael Hunken	Director of Facilities
Substance Awareness Coordinator	Morris Lucky	Student Assistant Counselor

16-A-20 APPROVAL – FIELD TRIPS

RESOLVED, upon recommendation of the Superintendent of Schools, that the Board of Education confirms the following field trip subject to the principal compiling a list of students/faculty/chaperones together with parental permission forms, insurance, etc.:

School	Destination	Date(s)	Participants	Transportation & Entrance Fees	
DMHS **Grades:** **11 & 12**	**Location: Trait Lake Retreats** **Stroudsburg, PA** **Purpose:** For peer educators to get to know one another and build a team for the upcoming year. Peer educators will develop critical skills and a foundation of knowledge to become expert peer educators.	October 14-16, 2015	Students: 18 Chaperones/ Teachers	**Paid by Students:** **Paid by District:** *(1 Substitute for 3 days)* 11-140-100-101-80-102-000 **Paid by District:** *(Transportation)* 11-000-270-512-20-221-000 **Paid by District:** *(Admissions)* 11-190-100-500-20-000-000 **Final Cost to District**	$0 $300 $700 $3,095 ——— **$4,095**
DMHS **Grades:** **8-12**	**Location:** **Knoxville (TN)** **Nashville (TN)** **St. Louis (MO)** **Purpose:** To expose students to colleges outside of their normal scouting range. Students will tour four to six colleges and be the feature band at Six Flags Saint Louis.	April 19-24, 2016	Students: 100 Chaperones/ Teachers	**Paid by Students:** **Paid by District:** *(1 Substitute for 3 days)* 11-130-100-101-80-102-000 **Paid by District:** *(1 Nurse for 3 days)* 11-000-213-100-60-102-000 **Paid by District:** *(Transportation)* 11-000-270-512-20-221-000 **Paid by District:** *(Overnight Stipend – Teacher)* 11-130-100-101-67-103-000 **Paid by District:** *(Overnight Stipend – Nurse)* 11-000-213-100-67-103-000 **Overall Cost of Trip** **Final Cost to District**	$49,024 $300 $450 $11,124 $500 $900 ——— $62,348 **$13, 324**

16-A-21 APPROVAL – ALL CURRICULA, COURSES OF STUDY AND TEXTBOOKS FOR 2015-16 SCHOOL YEAR

RESOLVED, the Board of Education ratifies approval of all curricula, courses of study and textbooks for the 2015-16 school year; with the understanding that the Core Curriculum Content Standards (K-12) for the subject areas listed below will be revised as mandated by the New Jersey Department of Education, aligned to the Common Core State Standards, adopted, and implemented by the Englewood Public School District.

1. Common Core English Language Arts
2. Common Core Mathematics
3. Science
4. Visual and Performing Arts
5. Comprehensive Health and Physical Education
6. Technology
7. 21st Century Life and Careers
8. World Languages
9. Social studies

FINANCE

16-F-27 APPROVAL – STAFF AND BOE TRAVEL TAB–5

WHEREAS, the Englewood Board of Education recognizes school staff and Board members will incur travel expenses related to and within the scope of their current responsibilities and for travel that promotes the delivery of instruction or furthers the efficient operation of the school district; and

WHEREAS, the Board of Education establishes, for regular district business day travel only, an annual school year threshold of $1,000 per staff/Board member where prior Board approval shall not be required unless this threshold for a staff/Board member is exceeded in a given school year; and

RESOLVED, the Board of Education approves all travel not in compliance with N.J.A.C. 6A:23N-1.1 et seq. as being necessary and unavoidable as per noted on the attached list; and

FURTHER RESOLVED, the Board of Education approves the travel and related expense reimbursement as listed on the attached.

16-F-28 APPROVAL – BILLS LIST TAB–6

RESOLVED**,** the Board of Education approves payment of the attached bills in the total amount of $668,607.71

16-F-29 APPROVAL – STUDENT SETTLEMENT AGREEMENT

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, that the Englewood Board of Education hereby approves the Settlement Agreement between the Board and RS. and KS. o/b/o Student ID # 144291 (a copy of which is maintained by the Business Administrator/Board Secretary); and

BE IT FURTHER RESOLVED, that the Englewood Board of Education hereby authorizes the Board President and Business Administrator/Board Secretary to execute the Settlement Agreement on behalf of the Board and directs the appropriate personnel to effectuate the terms of the agreement.

16-F-30 APPROVAL - ACCEPTANCE OF EXTRAORDINARY STATE AID FUNDS 2014-2015

WHEREAS, the Englewood Board of Education has been awarded Extraordinary Aid and Non Public Transportation Aid from NJDOE for the 2014-2015 school year per the following

- Extraordinary Aid $566,992
- Non Public Transporation Aid $42,691

BE IT RESOLVED, Upon the recommendation of the Interim Superintendent , the Englewood Board of Eduction accepts these funds from the NJDOE for the 2014-2015 school year.

16-F-31 APPROVAL - CORRECTIVE ACTION PLAN FOR BREAKFAST PARTICIPATION TAB-7

WHEREAS, the New Jersey Department of Agriculture has communicated to the district a need to develop a plan to increase the student breakfast participation rate above 50%;

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Englewood Board of Eduction approves the attached corrective action plan to increase student breakfast participation rate above 50%.

16-F-32 APPROVAL - CORRECTIVE ACTION PLAN FOR FOOD SERVICE OPERATION TAB-8

WHEREAS, The New Jersey Department of Agriculture performed a review in February 2015 of the Food Service operation of the district. During their review of the district certain findings were noted and require corrective action.

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Englewood Board of Education approves the attached corrective action plan.

16-F-33 APPROVAL – CHANGE ORDERS

WHEREAS, on May 14, 2015, the Board approved a contract with AMCO Enterprises, Inc. for construction services in converting the steam heating system in the High School Campus South building; and

WHEREAS, based upon the continuing construction of this conversion, a change is required over and above the original contract for the equipment and installation of new electrical feeders to the unit ventilators, now

BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Englewood Board of Education approves the change orders request by AMCO Enterprises in the amount of $10,983.95 to be paid using contingency funds.

Change Order #	Item	Amount
#3	Repair Wall	$4,603.50
#4	Excavate and Backfill Trench	$6,380.45

16-F-34 APPROVAL – USE OF COMPETITIVE CONTRACTING FOR PURCHASE OF SPECIALIZED DISTRICT OPERATIONAL SERVICE

WHEREAS, 18A:18A-4.3 provides for the use of the Competitive Contracting purchasing methodology in purchasing specific goods and services using predefined criteria, now

BE IT RESOLVED, the Englewood Board of Education authorizes the use of Competitive Contracting for the purpose of soliciting proposals for the following specialized operational service:

- Human Resources/Business Office Efficiency Review

BE IT FURTHER RESOLVED, the Board authorizes the Business Administrator to issue the request for proposals for the above listed service.

16-F-35 APPROVAL – 2015-2016 SALARIES OF FULL-TIME STAFF PAID WITH NCLB FUNDS

WHEREAS, The Englewood Board of Education receives funding from NCLB Title I, and;

WHEREAS, a plan has been developed to address this issue by the school administration in concert with the NJDOE Regional Achievement Center, and,

WHEREAS, as part of this plan, full-time teaching staff members Kathy Duda and Daniel Markert have been assigned to teach courses identified as being able to provide remediation as part of this plan, now

BE IT RESOLVED, the Englewood Board of Education approves the funding of the following positions with the use of NCLB Title I funds in the following detail:

NCLB Title 1 and Regional Achievement Center Funding				
Math 180 - DMHS	Kathy Duda	$53,810	$13,731 Benefits	100%
Read 180 - DMHS	Daniel Markert	$52,810	$13,731 Benefits	100%
NCLB Title 1 Funding				
Read 180 - DMHS	Jana Sperber	$69,810	$18,151 Benefits	100%
Intervention Teacher	Iliana Cogollo	$69,810	$18,151 Benefits	100%
Read 180 - JDMS	Samantha Sheridan	$81,030	$21,068 Benefits	91%
		$328,270	**$84,832 Benefits**	

PERSONNEL

16-P-25 APPROVAL – 2015-2016 CONTRACTED APPOINTMENTS

WHEREAS, the Interim Superintendent of Schools, after considering the recommendation of her administrative staff which included consideration of experience, credentials, and references for the following candidates for employment in the school district, has determined that the appointment of these individuals is appropriate and in the best interest of the school district, be it

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following individuals be appointed to the positions indicated, as provided by the budget, in accord with terms of the employment specified:

Note: Appointment of new personnel to the District is provisional subject to:
1. Authorization from the State Department regarding a criminal background check and/or authorization from the Bergen County Superintendent's Office for emergent hiring.
2. A medical examination including satisfactory results of the Mantoux tuberculin skin test.

N = New *R = Replacement* *RI = Reinstatement*

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Name	Certification	Initial Location	All salaries per annum unless noted	10/12 month	Effective Dates	Budget Code
Kellam, Quashinda (R-E.C.)	Standard: Elementary School Teacher w/MS Language Arts 5-8	(10)	MA, Step 3-5 $56,560 pro rata	10	09/18/15-06/30/16	11-130-100-101-76-101-000

16-P-26 APPROVAL - 2015-2016 EMPLOYMENT OF PERSONNEL: FULL-TIME, NON-GUIDE, PART-TIME EMPLOYEES AND SUBSTITUTES

WHEREAS, the Interim Superintendent of Schools, after considering the recommendation of her administrative staff which included consideration of experience, credentials, and references for the following candidates for employment in the school district, has determined that the appointment of these individuals is appropriate and in the best interest of the school district, be it

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following individuals be appointed to the positions indicated, as provided by the budget, in accord with terms of the employment specified:

Note: Appointment of new personnel to the District is provisional subject to:
1. Authorization from the State Department regarding a criminal background check and/or authorization from the Bergen County Superintendent's Office for emergent hiring.
2. A medical examination including satisfactory results of the Mantoux tuberculin skin test.

Name	Position	Loc	Salary/Budget	Effective Dates
Casa, Kaitlyn	Per-diem Substitute Teacher CEAS: Elementary School Teacher in Grades K-6 & SWD	District	$100 - $110 per diem, Budget Code: Dependent upon location	09/21/15 - 06/30/16
Jimenez, Maryori	Per-diem Substitute Teacher Standard: Teacher or Preschool through Grade 3	District	$100 - $110 per diem, Budget Code: Dependent upon location	09/21/15 - 06/30/16
Petioni, Diane	Per-diem Substitute Teacher Standard: Teacher of Mathematics	District	$100 - $110 per diem, Budget Code: Dependent upon location	09/02/15 - 06/30/16

Sewnath, Maitry	Per-diem Substitute Teacher Standard: Elementary School Teacher in Grades K-6	District	$100 - $110 per diem, Budget Code: Dependent upon location	09/21/15 - 06/30/16
Wejnart, Louis	Per-diem Substitute Teacher Standard: Elementary School Teacher	District	$100 - $110 per diem, Budget Code: Dependent upon location	09/21/15 - 06/30/16
Williams-Bembry, Rhonda	Per-diem Substitute Teacher Per-Diem Substitute Credential	District	$100 - $110 per diem, Budget Code: Dependent upon location	09/21/15 - 06/30/16

16-P-27 2015-2016 EXTRA COMPENSATION POSITIONS

WHEREAS, the Interim Superintendent of Schools has recommended that certain Board of Education employees be compensated for additional duties or responsibilities, be it

RESOLVED, the Board of Education approves the following assignments and payments for services rendered as indicated:

New Hire Orientation: Whereas, the Englewood Teachers' Association Agreement provides remuneration for those who attend New Teacher Orientation, be it resolved, that the Board of Education approves the following payment for services rendered.

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Atamian, Gary	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-120-100-101-67-103-000
Baskerville-Norris, Gail	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Berkowitz, Joshua	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-120-100-101-67-103-000
Cibelli, Danielle	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Dailey, Kathleen	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Dennis, Ryan	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-120-100-101-67-103-000
Dore, Amanda	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-130-100-101-67-103-000
Emont, Tamara	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-120-100-101-67-103-000
Fernandez-Cos, Serena	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-110-100-101-67-103-000
Ghichlian, Rosine	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-110-100-101-67-103-000
Ham, Eunson	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-120-100-101-67-103-000
Hunter, Akiba	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Kearney, Stephanie	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-110-100-101-67-103-000
Lubin, Rose	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Mahoney, Nathalie	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Persaud, Christine	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-120-100-101-67-103-000
Pugh, Carroll	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-130-100-101-67-103-000

Rose, William	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Sacco, Jessica	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-110-100-101-67-103-000
Serpico, Nicholas	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000
Valcarcel, Jorge	New Hire Orientation	Per ETA Guide	$100 per diem	08/26/15-08/27/15	11-140-100-101-67-103-000

New Teacher Training: In accordance with Achieve NJ, new teachers will receive training including, the following, but not limited to: Danielson, PARCC, and the Common Core State Standards.

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Atamian, Gary	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Baskerville-Norris, Gail	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Berkowitz, Joshua	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Cibelli, Danielle	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Cruz, Shirley	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Dailey, Kathleen	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Dennis, Ryan	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Dore, Amanda	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Emont, Tamara	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Fernandez-Cos, Serena	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Ghichlian, Rosine	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Ham, Eunson	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Hunter, Akiba	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Kearney, Stephanie	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Lubin, Rose	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Mahoney, Nathalie	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Mika, Julie	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Persaud, Christine	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Pugh, Carroll	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Rose, William	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Sacco, Jessica	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000
Serpico, Nicholas	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000

Valcarcel, Jorge	New Teacher Training	$30.00 ph	18 hrs.	09/24/15 – 06/30/16	20-270-100-100-66-000-000

Title One Programming: Staff will work to complete mandated student documentation, meet with parents/guardians during an evening session and develop individual student educational plans with entrance and exit criteria.

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Burke-Duda, Kathleen	Title One Programming	$30.00 ph	40 hrs.	09/18/15-06/30/16	20-231-100-100-66-000-000
Cogollo, Iliana	Title One Programming	$30.00 ph	40 hrs.	09/18/15-06/30/16	20-231-100-100-66-000-000
Markert, Daniel	Title One Programming	$30.00 ph	40 hrs.	09/18/15-06/30/16	20-231-100-100-66-000-000
Sheridan, Samantha	Title One Programming	$30.00 ph	40 hrs.	09/18/15-06/30/16	20-231-100-100-66-000-000
Sperber, Jana	Title One Programming	$30.00 ph	40 hrs.	09/18/15-06/30/16	20-231-100-100-66-000-000

A@E Admissions Clerk/Educational Support Services/Home Instruction

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Johnson, Christina	A@E Admissions Clerk	$30.45 ph	400 hrs.	09/18/15-06/30/16	11-140-100-101-67-103-000
Londono, Denise	School Nurse – Summer Program	$30.00 ph	26 hrs.	07/20/15-07/24/15	11-000-213-100-67-103-000
Pennington, James	Home Instructor	$30.00 ph	100 hrs.	09/21/15 - 06/30/16	11-150-100-101-40-101-000
Zorrilla, Rharia	Home Instructor	$30.00 ph	100 hrs.	09/21/15 - 06/30/16	11-150-100-101-40-101-000

Athletic Coaches

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Carter, Darnell	Coaches Aide (Football)	n/a	n/a	2015-2016 Season	11-402-100-100-000-000
Wejnart, Louis	Assistant Volleyball Coach	Per ETA Guide	$4,500	2015-2016 Season	11-402-100-100-000-000

After-Care Program Staff

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Anderson, Craig	After-Care Program Security	$19.08 ph	330 hrs.	09/02/15-06/30/16	60-057-100-100-02-000-000 60-057-100-100-03-000-000 60-057-100-100-05-000-000
Hicks, Larry	After-Care Program Security	$20.13 ph	330 hrs.	09/02/15-06/30/16	60-057-100-100-02-000-000 60-057-100-100-03-000-000 60-057-100-100-05-000-000
Leary, Myron	After-Care Program Security	$20.13 ph	330 hrs.	09/02/15-06/30/16	60-057-100-100-02-000-000 60-057-100-100-03-000-000 60-057-100-100-05-000-000
Manziano, Theresa	After-Care Program Teacher	$30.00 ph	550 hrs.	09/18/15-06/30/16	60-057-100-100-05-000-000

McClaren, Tanisha	After-Care Program Teacher	$30.00 ph	550 hrs.	09/18/15-06/30/16	60-057-100-100-05-000-000
Medina, Carlos	After-Care Program Security	$21.97 ph	330 hrs.	09/02/15-06/30/16	60-057-100-100-02-000-000 60-057-100-100-03-000-000 60-057-100-100-05-000-000
Romano, Nicole	After-Care Program Teacher	$30.00 ph	550 hrs.	09/18/15-06/30/16	60-057-100-100-05-000-000
Ruiz, Cecilia	After-Care Program Teacher	$30.00 ph	550 hrs.	09/18/15-06/30/16	60-057-100-100-05-000-000
Salaam-Abdus, Sakina	After-Care Program Security	$20.93 ph	330 hrs.	09/02/15-06/30/16	60-057-100-100-02-000-000 60-057-100-100-03-000-000 60-057-100-100-05-000-000

RESOLVED, upon the recommendation of the Interim Superintendent of Schools, that the following title/positions and rates of pay be approved (Budget Code# 11-402-100-101-77) as follows, effective September 11, 2015 on Chart A, and that the staff members listed on Chart B be approved in conjunction with the listed title/position listed in Chart A:

Chart A

Title/Position	Per Event Rate of Pay
Athletic Trainer Substitute	$60.00
Crowd Control (Including Middle School)	$40.00
Double Headers	$55.00
Double Headers (Middle School)	$50.00
Football Crowd Control	$50.00
Football Announcer	$50.00
Sports Time Keeper	$40.00
Sports Time Keeper (Double Headers)	$55.00
Site Manager	$55.00
Ticket Sellers/Takers	$60.00
Track Timer/Worker	$55.00
Weight Room Supervisors	$25.00 per hour, maximum 2 hour session

Chart B

Approved Personnel for Chart A	
Anderson, Craig	Johnson, Christina
Buzzerio, Anthony	Salaam-Abdus, Sakina
Frasier-McGee, Glenda	Williams, Rachel
Hampton, Andre	Kendrick, Carolyn
Hanson, Stephen	Peterson, John
Hicks, Larry	Walters, Nicole
Moronta, Lwiyi	Lavayen, Juan
Wilder, Damon	Peterson, Brianna
Oden, Lisa	Scott, Jamayla
Murphy, David	Harris, Barry

16-P-28 2015-2016 SALARY ADJUSTMENTS, RECLASSIFICATIONS & TRANSFERS

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following reclassification(s) be approved as provided by the budget:

Teacher Start Date Reclassifications		
Name	**From:**	**To:**
Cruz, Shirley (03)	Start Date: 08/31/15	Start Date: 09/10/15
Dennis, Ryan (03)	Start Date: 08/31/15	Start Date: 10/12/15[1]
Ham, Eunson (03)	Start Date: 08/31/15	Start Date: 10/15/15[1]
Serpico, Nicholas (20)	Start Date: 08/31/15	Start Date: 10/12/15[1]

[1]On or about the date as indicated.

2015-2016 DMHS/AE Program Manager Assignments: Effective August 31, 2015 – June 30, 2016							
Last Name	**First Name**	**Scale**	**Step**	**Base Salary**	**Program Manager Assignment**	**Program Manager Stipend**	**To**
CIRILLI	JOHN	MA+30	9-10	$69,310.00	Finance	$ 6,064.00	$75,374.00
DI COSMO-PONTICELLO	CRYSTAL	DR	11	$71,685.00	Biomedicine	$ 6,064.00	$77,749.00
DINALLO	ANTHONY	MA	13	$59,560.00	Information Systems	$ 6,064.00	$65,624.00
EATON	LESLIE	MA	18	$74,006.00	A@E Admissions	$ 6,064.00	$80,070.00
POWELL	ROSLYN	MA+30	22	$102,808.00	Law & Public Safety	$ 6,064.00	$108,872.00
SHERRY	RANDY	MA	9-10	$58,060.00	Pre-Engineering	$ 6,064.00	$64,124.00

16-P-29 RETIREMENT, RESIGNATIONS, LEAVES OF ABSENCE, TERMINATIONS

RESOLVED, that the Englewood Board of Education hereby approves the following:

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Leaves of Absence

Name	Notice/Position	Effective Date(s)
Eddings, Florence (03)	Extended Paid Medical Leave of Absence, Parent Liaison	September 1, 2015 – September 18, 2015 *(Continuation of June 11, 2015 #15-P-104)*
Mathieu, Laura (10)	Paid Medical Leave of Absence, Unpaid Medical Leave of Absence , Vice-Principal	September 10, 2015 – October 23, 2015 October 26, 2015 – January 1, 2016
Moronta, Katherine (01)	Unpaid Medical Leave of Absence, Teacher of Students with Disabilities	August 31, 2015 – October 30, 2015 *(Update of June 11, 2015 #15-P-104)*

THE ENGLEWOOD BOARD OF EDUCATION
MINUTES – SPECIAL PUBLIC MEETING
July 16, 2015 6:30 p.m.

The meeting was called to order at 6:56 p.m. and the NJ Open Public Meeting Statement was read by President Haughton.

Present:	Molly Craig-Berry, Henry Pruitt III, Devry B. Pazant, Carol Feinstein, Junius Carter, Glenn Garrison, Betty Griffin
Also Present:	Michael Roth, Interim Superintendent, Michelle James, Assistant Superintendent, Maria Engeleit, Business Administrator/Board Secretary, Joy Tolliver, Associate Attorney

Motion by Ms. Feinstein, seconded by Mr. Pazant to enter closed session.

CLOSED SESSION AS NECESSARY *(Use this resolution to identify the qualified matters to be discussed)*

WHEREAS**,** the Open Public Meetings Act, N.J.S.A.10:4-12, permits the Board of Education to meet in closed session to discuss certain matters, now, therefore be it

RESOLVED**,** the Board of Education adjourns to closed session to discuss: (select one or more)

1) a matter rendered confidential by federal or state law
2) a matter in which release of information would impair the right to receive government funds
3) material the disclosure of which constitutes an unwarranted invasion of individual privacy
4) a collective bargaining agreement and/or negotiations related to it
5) a matter involving the purchase, lease, or acquisition of real property with public funds
6) protection of public safety and property and/or investigations of possible violations or violations of law
7) pending or anticipated litigation or contract negotiation and/or matters of attorney-client privilege
8) specific prospective or current employees unless all who could be adversely affected request an open session
9) *deliberation after a public hearing that could result in a civil penalty or other loss*

and be it

FURTHER RESOLVED, the minutes of this closed session be made public when the need for confidentiality no longer exists.

Motion by Mr. Pazant, seconded by Ms. Craig-Berry to reconvene to public meeting.

APPROVAL OF MINUTES

Motion by Mr. Carter, seconded by Ms. Craig-Berry to approve Board minutes.

April 27, 2015 – Special Public Meeting and Closed Session
May 14, 2015 – Public Meeting and Closed Session

The Board minutes passed by a majority vote with Mr. Carter and Ms. Feinstein abstaining on the April 27 minutes; Ms. Griffin abstaining on the May 14 minutes.

SUPERINTENDENT'S REPORT

At the end of last month, there were four cases pending for HIB that were not completed in their investigation; three were HIB. Unfortunately, it is with great regret that I share with your that our colleague Linnea Carenza passed away this week. Some good news, the grant involving AbaKidz has been approved.

COMMITTEE REPORT(S)

None

OPENED THE PRIVILEGE OF THE FLOOR

Anita Shemesh: At the Board Meeting on June 30, there were statements that were made that misrepresented the way extra compensation postions are posted and filled. I would like to make it clear that the Englewood Teachers' Association has no role in the process of creating or filling these positions. To suggest otherwise is simply false.
David Popken: Why didn't we put out an RFP for Board Attorney?
Yolanda Salazar: I felt demoralized at the June 30 meeting. I am upset about how my name was tossed around. My committment to the students was questioned. I will continue to serve the children of Englewood regardless of the comments that were made.

APPROVAL OF CONSENT AGENDA

Motion by Mr. Garrison, seconded by Mr. Pazant to approve the consent .

Board Discussion

None

VOTE:
Roll Call Vote on the Consent Agenda as amended– yes to all except:

Resolution #	Topic	Betty Griffin	Glenn Garrison	Jeff Carter	Carol Feinstein	Devry Pazant	Molly Craig-Berry	Henry Pruitt
16-A-01	Approval - Purchased Services 2015-2016			Abs.	Abs.			
16-A-02	Approval – Comprehensive Equity Plan							
16-A-03	Approval – First Reading Board of Education Revised Policy							
16-A-04	Approval – Superintendent's Harassment, Intimidation and Bullying Report							
16-A-05	Approval – Report of Student Suspensions							
16-A-06	Approval – Placement of Students in Suspension Alternative Program (SAP) Operated by Bergen County Special Services				Abs.			
16-A-07	Approval – District Enrollment in Schools							
16-F-01	Approval – Acceptance of Donation from Dwight Morrow High School Alumni Education Alliance							
16-F-02	Approval – Appointment of Professional Position (Revised)				No			
16-F-03	Approval – Municipal Finance Contract for Purchase of Copy Machines							
16-F-04	Approval – Staff-BOE Travel							
16-P-01	*Approval – 2015-2016 Contracted Appointments			Abs.	Abs.			
16-P-02	Approval – 2015-2016 Extra Compensation Positions			Abs.	Abs.			
16-P-03	Approval – 2014-2015 & 2015-2016 Salary Adjustments, Reclassifications & Transfers			Abs.	Abs.			
16-P-04 **Admin. Withdrawn**	Approval – Revised Assistant Superintendent Employment Contract				Abs.			
16-P-05	Approval – Retirement, Resignations, Leaves of Absence, Terminations			Abs.	Abs.			
16-P-06 **ADDENDUM**	Approval – 2015-2016 Contracted Appointments				Abs.			
16-P-07 **ADDENDUM**	Approval – 2015-2016 Extra Compensation Positions				Abs.			

*First name removed – Richard Ciemniecki

Motion to adjourn at 8:17 p.m. by Mr. Garrison, seconded by Ms. Griffin, carried by consent of the Board.

ADMINISTRATION

16-A-01 APPROVAL – PURCHASED SERVICES 2015 – 2016 TAB –2

WHEREAS, the district requires specialized services to satisfy educational and business requirements,

BE IT RESOLVED, the Englewood Board of Education authorizes the president and secretary to enter into agreement with the listed individuals and/or organizations, subject to attorney review of any applicable agreement both as to content and form:

Vendor/Consultant	Service Type	Student	When:	Budget Code	Cost 15-16	
Out of District Tuition:						
Bergen County Special Serv	Tuition	See Attached List	July 2015 - June 2016	11-000-100-565-40-000-000	$1,319,966.84	
Public Schools	Tuition	See Attached List	July 2015 - June 2016	11-000-100-562-40-000-000	$447,487.00	
Private Sch for Disabled-in-State	Tuition	See Attached List	July 2015 - June 2016	11-000-100-566-40-000-000	$1,387,866.38	
BCTS-Paramus Vo-Tech	Tuition	See Attached List	July 2015 - June 2016	11-000-100-564-40-000-000	$246,240.00	
DCF Regional School	Tuition	See Attached List	July 2015 - June 2016	State Deduction	$40,973.00	
Received Tuition:						
Paterson Schools	ESY Program (Tuition + Related Services)	DS (Grieco School)	July 6, 2015 - July 31,2015	income	$4,205.00	income
(they are responsible for transportation and 1:1 Nurse)						

16-A-02 APPROVAL – COMPREHENSIVE EQUITY PLAN TAB-3

BE IT RESOLVED, the Englewood Board of Education approves the Annual Statement of Assurance of the Comprehensive Equity Plan for the 2015-2016 school year.

16-A-03 APPROVAL – FIRST READING BOARD OF EDUCATION REVISED POLICY TAB-4

RESOLVED, that the Board of Education discusses and entertains written public comment** on the following attached Board of Education policies/regulations and agrees to consider adoption of these policies/regulations as revised at a forthcoming Board of Education meeting, after hearing public comments:

5420M	Reporting Pupil Progress (M)

***Note**: Public comment on these policies will be accepted in writing through August 3, 2015*

16-A-04 APPROVAL – SUPERINTENDENT'S HARASSMENT, INTIMIDATION AND BULLYING REPORT

BE IT RESOLVED, the Englewood Board of Education approves the Interim Superintendent's determination and actions taken for all reported incidents of Harassment, Intimidation and Bullying as discussed at the **July 16, 2015** closed session meeting.

16-A-05 APPROVAL - REPORT OF STUDENT SUSPENSIONS

WHEREAS, school principals have reported to the Interim Superintendent of Schools that during the month of **June 2015** they have imposed disciplinary suspensions on certain students pursuant to N.J.S.A. 18A:37-2;

BE IT RESOLVED, that the Englewood Board of Education acknowledges that this report has been filed with the Secretary and constitutes a report to the Board of Education in compliance with N.J.S.A. 18A:37-4:

Suspensions	Sept-30 '13	Oct-31 '13	Nov-30 '13	Dec-31 '13	Jan-31 '14	Feb-28 '14	Mar-31 '14	Apr-30 '14	May-31 '14	Jun-30 '14	YTD
High School	3	17	9	12	8	11	16	10	12	2	100
Middle School	7	5	1	4	5	11	3	9	5	2	52
McCloud School	-	1	1	1	-	1	7	1	4	4	20
Grieco School	-	-	-	-	-	-	1	1	-	-	2
Quarles School	-	-	-	-	-	-	-	-	-	-	-
Total	10	23	11	17	13	23	27	21	21	8	174

Suspensions	Sept-30 '14	Oct-31 '14	Nov-30 '14	Dec-31 '14	Jan-31 '15	Feb-28 '15	Mar-31 '15	Apr-30 '15	May-31 '15	Jun-30 '15	YTD
High School	-	1	9	3	3	4	13	11	10	13	67
Middle School	-	3	3	4	6	1	5	5	8	8	43
McCloud School	-	-	-	1	2	1	8	3	6	2	23
Grieco School	-	-	-	-	-	-	1	2	1	1	5
Quarles School	-	-	-	-	-	-	-	-	-	-	-
Total	0	4	12	8	11	6	27	21	25	24	138

16-A-06 APPROVAL – PLACEMENT OF STUDENTS IN SUSPENSION ALTERNATIVE PROGRAM (SAP) OPERATED BY BERGEN COUNTY SPECIAL SERVICES TAB – 5

RESOLVED, that the Englewood Board of Education enter into a contract with Bergen County Special Services for the short-term placement of students grades 5 – 12 in the BCSS Suspension Alternative Program (SAP) located at 284 Hackensack Avenue in Hackensack, NJ. Students placed in the program will be those at risk of suspension for offenses other than those related to firearms or who are under consideration for expulsion. Student placement will be for a minimum of 5 consecutive days. Payment to the BCSS Suspension Alternative Program is not to exceed $5,000 for the 2015 – 2016 school year.

16-A-07 APPROVAL – DISTRICT ENROLLMENT IN SCHOOLS

Enrollment	30-Sep-14	15-Oct-14	31-Oct-14	30-Nov-14	31-Dec-14	31-Jan-15	28-Feb-15	31-Mar-15	30-Apr-15	31-May-15	26-Jun-15	Diff. to Oct. 15	Diff. to Sep. 30
Academies	480	478	479	478	477	474	472	472	471	471	470	(8)	(10)
DMHS	569	552	558	556	565	574	574	569	565	564	563	11	(6)
EAGLE	65	65	67	67	66	67	66	69	69	69	69	4	4
DMHS Total	1,114	1,095	1,104	1,101	1,108	1,115	1,112	1,110	1,105	1,104	1,102	7	(12)
JDMS (with Bridge)	405	404	399	400	401	400	400	401	402	402	400	(4)	(5)
McCloud	551	552	549	545	549	552	550	553	554	551	546	(6)	(5)
Grieco	594	594	594	592	594	595	594	594	596	596	594	0	0
Quarles	457	456	453	452	454	452	448	449	451	456	452	(4)	(5)
In-District Total	3,121	3,101	3,100	3,090	3,106	3,114	3,104	3,107	3,108	3,109	3,094	(7)	(27)

FINANCE

16-F--01 APPROVAL – ACCEPTANCE OF DONATION FROM DWIGHT MORROW HIGH SCHOOL ALUMNI EDUCATIONAL ALLIANCE

WHEREAS, the Englewood Board of Education has received a donation of $378.00 from the Dwight Morrow High School Alumni Education Alliance, herein referred to as the "Alliance," which will be used to promote hands-on, exploratory experiences among students attending Spanish III and Bilingual Environmental Science classes at Dwight Morrow High School in an effort to enhance the subject matter taught in the respective classrooms; and

WHEREAS, to achieve this end in part, students will take a field trip to the Museum of Natural History in New York City, which offers interactive activities designed to reinforce learning in the aforementioned subject areas, including the work of scientists, some of whom are mentioned in the textbooks, which students will be studying; and

WHEREAS, the knowledge gained from this trip will culminate in students—both those enrolled in Spanish III and those participating in Bilingual Environmental Science classes—having to engage in a project in which they must build an energy-saving house and explain how it works in Spanish; and

WHEREAS, since the monies received will be spent on a field trip, it will be necessary to account for said expenditures in accordance with generally accepted accounting procedures (GAAP), a separate account will be established by the Business Administrator/Board Secretary to monitor expenditures in the context of GAAP; and

BE IT RESOLVED, that the Englewood Board of Education hereby accepts the aforementioned funds and extends its gratitude to the Alliance for the donation as well as to Ms. Iglesias, a teacher at Dwight Morrow High School, for her role in helping to bring the donation to fruition.

16-F-02 APPROVAL – APPOINTMENT OF PROFESSIONAL POSITION (Revised)

WHEREAS, the Board of Education approved the Attorney (Construction Counsel) at the June 11, 2015 meeting (resolution 15-F-112) for the 2015-2016 school year at a rate of $160 per hour; and

WHEREAS, the Legal Services Agreement for the fiscal year 2015-2016 reflects a request for a $5.00 hourly increase;

BE IT RESOLVED, that the Englewood Board of Education hereby approves the following professional position at the revised rate of $165 per hour.

Service	Vendor	Rates
Attorney (Construction Counsel)	Dennis McKeever Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC, 238 St. Paul Street, Westfield, NJ 07091	$165/hour

16-F-03 APPROVAL – MUNICIPAL FINANCE CONTRACT FOR PURCHASE OF COPY MACHINES TAB-6

WHEREAS, the Englewood Board of Education has determined that a true and real need exists to acquire the equipment as per the attached tab as a replacement for these machines, now

BE IT RESOLVED, upon the recommendation of the Interim Superintendent that the Englewood Board of Education approves the lease agreement with Municipal Capital Finance, 4600 Broadway, Allentown, PA 18104; for the lease of these machines under State Contract A51464, and

BE IT FURTHER RESOLVED, authorizes the Business Administrator to execute the documents necessary to finalize this lease

16-F-04 APPROVAL – STAFF AND BOE TRAVEL

WHEREAS, the Englewood Board of Education recognizes school staff and Board members will incur travel expenses related to and within the scope of their current responsibilities and for travel that promotes the delivery of instruction or furthers the efficient operation of the school district; and

WHEREAS, the Board of Education establishes, for regular district business day travel only, an annual school year threshold of $1,000 per staff/Board member where prior Board approval shall not be required unless this threshold for a staff/Board member is exceeded in a given school year; and

RESOLVED, the Board of Education approves all travel not in compliance with N.J.A.C. 6A:23N-1.1 et seq. as being necessary and unavoidable as per noted below; and

FURTHER RESOLVED, the Board of Education approves the travel and related expense reimbursement as listed below.

PURPOSE	DESTINATION	DATE	NAME	BUDGET CODE	REGISTRATION	TRAVEL/ ACCOMODATIONS	SUB	TOTAL
AFFIRMATIVE ACTION OFFICER CERTIFICATE PROGRAM	FEA-NJ, MONROE TWNSHP	7/30/15, 7/31/15 & 8/11/15	ABRAHAM ALARCON	11-000-230-895-63-000-000	$450.00	$150.63	$0	$600.63
14TH SUMMER POETRY INSTITUTE FOR EDUCATORS	BOSTON UNIVERSITY	7/20/15 -7/24/15	CONSTANCE CLARK	11-000-223-580-20-000-000	$300.00	$130.00	$0	$430.00

PERSONNEL

16-P-01 APPROVAL – 2015-2016 CONTRACTED APPOINTMENTS

WHEREAS, the Interim Superintendent of Schools, after considering the recommendation of his administrative staff which included consideration of experience, credentials, and references for the following candidates for employment in the school district, has determined that the appointment of these individuals is appropriate and in the best interest of the school district, be it

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following individuals be appointed to the positions indicated, as provided by the budget, in accord with terms of the employment specified:

Note: Appointment of new personnel to the District is provisional subject to:
1. Authorization from the State Department regarding a criminal background check and/or authorization from the Bergen County Superintendent's Office for emergent hiring.
2. A medical examination including satisfactory results of the Mantoux tuberculin skin test.

N = New *R = Replacement* *RI = Reinstatement*

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Name	Certification	Initial Location	All salaries per annum unless noted	10/12 month	Effective Dates	Budget Code
Ciemniecki, Richard (R-D.G.)	Standard: Teacher of Chemistry	(30)	MA, Step 6 $57,050[1]	10	08/31/15-06/30/16	11-140-100-101-77-000-000
Emont, Tamara (R-K.F.)	CEAS: Elementary K-6 & Teacher of Students with Disabilities	(04)	MA, Step 1-2 $56,060[1]	10	08/31/15-06/30/16	11-204-100-101-40-101-000
Ghichlian, Rosine (R-M.B.)	Standard: Elementary K-6 & Teacher of Students with Disabilities	(01)	BA, Step 1-2 $52,310[1]	10	08/31/15-06/30/16	11-110-100-101-85-101-000
Mahoney, Nathalie (R-A.D.)	Standard: Teacher of French	(30)	MA+30, 1-2 $67,310[1]	10	08/31/15-06/30/16	11-140-100-101-98-000-000
Mata, Danira (RI)	Standard/Provisional: Elementary K-6 and Bilingual/Bicultural	(04)	MA, Step 1-2 $56,060[1]	10	08/31/15-06/30/16	11-240-100-101-74-101-000
McDermott, Meaghan (R-J.K.)	Standard: Teacher of Art	(01)	BA, Step 1-2 $52,310[1]	10	08/31/15-06/30/16	11-110-100-101-84-101-000 (.5) 11-110-100-101-85-101-000 (.5)
Persaud, Christine (N)	CEAS: Elementary K-6 & Teacher of Students with Disabilities	(03)	MA, Step 1-2 $56,060	10	08/31/15-06/30/16	11-213-100-101-40-101-000
Pottinger-Townsend, Christine[2] (R-K.M.)	CE: Elementary K-6 & Teacher of Students with Disabilities	(01)	MA, Step 1-2 $56,060[1] pro rata	10	08/31/15-12/31/15	11-212-100-101-40-101-000
Rose, William (R-T.V.)	Standard: Teacher of Mathematics	(20)	BA, Step 3-5 $52,810	10	08/31/15-06/30/16	11-140-100-101-77-000-000

[1]Subject to change pending ETA contract negotiations. [2]Medical Leave Replacment/Non-Tenurable Position.

16-P-02 2015-2016 EXTRA COMPENSATION POSITIONS

WHEREAS, the Interim Superintendent of Schools has recommended that certain Board of Education employees be compensated for additional duties or responsibilities, be it

RESOLVED, the Board of Education approves the following assignments and payments for services rendered as indicated:

Planning, Staff, Curriculum & Co-Curricular Activities					
Name	**Assignment**	**Rate**	**Max**	**Effective Dates**	**Budget Account**
Eaton, Leslie	DMHS/AE Sr. Experience Summer Planning	$30.00 ph	75 hrs.	07/20/15-08/28/15	11-140-100-101-67-103-000
White, Robert	BOE Board Meeting Summer Security	$18.69 ph	20 hrs. to be shared	07/16/15-08/28/15	11-000-266-100-60-101-000
Wilder, Damon	BOE Board Meeting Summer Security	$17.84 ph			11-000-266-100-60-101-000

Mandarin Teacher Professional Learning Communities					
Name	**Assignment**	**Rate**	**Max**	**Effective Dates**	**Budget Account**
Bi, Ying	Mandarin Teacher Professional Development	$30.00 ph	5 hrs.	07/20/15-08/28/15	20-044-100-100-66-000-000
Chao, Lihyun	Mandarin Teacher Professional Development	$30.00 ph	5 hrs.	07/20/15-08/28/15	20-044-100-100-66-000-000
Coleman, Qinying	Mandarin Teacher Professional Development	$30.00 ph	5 hrs.	07/20/15-08/28/15	20-044-100-100-66-000-000
Huang, Zishan	Mandarin Teacher Professional Development	$30.00 ph	5 hrs.	07/20/15-08/28/15	20-044-100-100-66-000-000
Li, Xiaohong	Mandarin Teacher Professional Development	$30.00 ph	5 hrs.	07/20/15-08/28/15	20-044-100-100-66-000-000
Zubkoff, Nina	Mandarin Teacher Professional Development	$30.00 ph	5 hrs.	07/20/15-08/28/15	20-044-100-100-66-000-000

16-P-03 2014-2015 & 2015-2016 SALARY ADJUSTMENTS, RECLASSIFICATIONS & TRANSFERS

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following reclassification(s) be approved as provided by the budget:

N = New *R = Replacement* *RI = Reinstatement*

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Substitute Teacher Reclassification		
Name	**From:**	**To:**
Wilson, Kelly (R-J.C.) (04)	Per-Diem Substitute Teacher	Long-Term Substitute Teacher, $261.55 per diem Effective: 06/16/15-06/26/15

16-P-04 APPROVAL –REVISED ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT

TAB-7

WHEREAS, the Board of Education, accepts the recommendation of the Interim Superintendent, to extend an offer of employment for the 2015-2016 school year to Michelle James, Assistant Superintendent; and

RESOLVED, the Board of Education accept the attached revised contract as approved by the Bergen County Executive Superintendent commencing July 1, 2015 through June 30, 2016.

16-P-05 RETIREMENT, RESIGNATIONS, LEAVES OF ABSENCE, TERMINATIONS

RESOLVED, that the Englewood Board of Education hereby approves the following:

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Leaves of Absence

Name	Notice/Position	Effective Date(s)
Hincapie, Maribel (03)	Paid Medical Leave of Absence, Unpaid Medical Leave of Absence, Elementary School/Bilingual-Bicultural Teacher	August 31, 2015 – October 14, 2015 October 15, 2015 – October 30, 2015
Moronta, Lwiyi (20)	Unpaid Medical Leave of Absence, Security Officer	July 6, 2015 – August 14, 2015
Thomas, Tanya (01)	Paid Medical Leave of Absence, Unpaid Medical Leave of Absence, Teacher of Students with Disabilities	August 31, 2015 – October 15, 2015 October 16, 2015 – February 5, 2016

Resignations

Name	Notice/Position	Effective Date(s)
Dennis, Garry (10)	Resignation, Vice-Principal	September 30, 2015
Valentin, Taylor (20)	Resignation, Teacher of Mathematics	June 30, 2015

Retirement

Name	Notice/Position	Effective Date(s)
Ellison, Denise (60)	Retirement, School Operations Assistant	December 31, 2015

THE ENGLEWOOD BOARD OF EDUCATION
MINUTES – PUBLIC MEETING
June 11, 2015 6:30 p.m.

The meeting was called to order at 6:58 p.m. and the NJ Open Public Meeting Statement was read by President Haughton.

Present: Molly Craig-Berry, Henry Pruitt III, Devry B. Pazant, Carol Feinstein, Junius Carter, Stephen Brown, Glenn Garrison, Betty Griffin, Howard Haughton

Also Present: Michael Roth, Interim Superintendent, Maria Engeleit, Business Administrator/Board Secretary, Michelle James, Assistant Superintendent, Mark Tabakin, Board Attorney

Motion by Mr. Pruitt, seconded by Ms. Griffin to enter closed session.

CLOSED SESSION AS NECESSARY *(Use this resolution to identify the qualified matters to be discussed)*

WHEREAS**,** the Open Public Meetings Act, N.J.S.A.10:4-12, permits the Board of Education to meet in closed session to discuss certain matters, now, therefore be it

RESOLVED**,** the Board of Education adjourns to closed session to discuss: (select one or more)

1) a matter rendered confidential by federal or state law
2) a matter in which release of information would impair the right to receive government funds
3) material the disclosure of which constitutes an unwarranted invasion of individual privacy
4) a collective bargaining agreement and/or negotiations related to it
5) a matter involving the purchase, lease, or acquisition of real property with public funds
6) protection of public safety and property and/or investigations of possible violations or violations of law
7) pending or anticipated litigation or contract negotiation and/or matters of attorney-client privilege
8) specific prospective or current employees unless all who could be adversely affected request an open session
9) *deliberation after a public hearing that could result in a civil penalty or other loss*

and be it

FURTHER RESOLVED, the minutes of this closed session be made public when the need for confidentiality no longer exists.

Motion by Mr. Pazant, seconded by Mr. Ms. Griffin to reconvene to public meeting.

APPROVAL OF MINUTES

Motion by Mr. Pruitt, seconded by Mr. Pazant to approve Board minutes.

April 30, 2015 – Special Public Meeting – BOE Working Session 2014-2015 School Budget

The Board minutes passed by a majority vote with Mr. Brown abstaining.

Motion by Mr. Pruitt, seconded by Mr. Pazant to approve the Board Secretary Report.

The Board Secretary Report passed by a majority vote with Mr. Brown and Mr. Garrison voting No.

WHEREAS, in compliance with N.J.A.C. 6:23-2.2h, the Board of Education has received the report of the School Treasurer for the month of April 2015 and Board Secretary's report for the month of April 2015; and

FUND	CASH BALANCE		APPROPRIATIONS	ENCUMBRANCES	EXPENDITURES	FUND BALANCE
General Current Expense Fund	$ 11,175,572.94		$67,717,721.52	$ 16,884,130.28	$ 48,750,891.95	$ 2,082,699.29
(10),(11),(18) Current Expense			$63,297,570.80	$ 16,123,052.05	$ 45,265,770.13	$ 1,908,748.62
(12) Capital Outlay			$ 4,420,150.72	$ 761,078.23	$ 3,485,121.82	$ 173,950.67
(13) Special Schools						
Capital Reserve						
(20) Special Revenue Fund	$ 152,958.80		$ 4,771,669.76	$ 1,334,961.83	$ 2,443,764.82	$ 992,943.11
(30) Capital Projects Fund	$ 2,778,463.24		$ 4,639,163.18	$ 5,581.74	$ 198,114.17	$ 4,435,467.27
(40) Debt Service Fund	$ (425,922.02)		$ 2,173,564.38	$ -	$ 2,173,564.38	$ -
(50) Enterprise Fund	$ 282,014.59					
(1) NET Payroll	$ 500,000.00					
(60) Enterprise Fund	$ 198,917.25					
TOTAL	**$ 14,662,004.80**		**$79,302,118.84**	**$ 18,224,673.85**	**$ 53,566,335.32**	**$ 7,511,109.67**

WHEREAS, in compliance with N.J.A.C.6: 23-2.11(c)3 the secretary has certified that, as of the date of the reports, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the district Board of Education, now, therefore, be it

RESOLVED, the Board of Education accepts the above-referenced reports and certifications and orders that they be attached to and made part of the record of this meeting, and be it

FURTHER RESOLVED, in compliance with N.J.A.C.6: 23-2.11(c)4, the Board of Education certifies that, after review of the secretary's monthly financial report (appropriation section) and upon consultation with the appropriate district officials, to the best of its knowledge, no major account or fund has been overexpended in violation of N.J.A.C.6: 23-2.8(a)(1).

COMMITTEE REPORT(S)

- Compliance Committee – Mr. Pazant
- CSA Search Committee – Mr. Pazant
- Technology Committee – Mr. Pruitt
- Negotiations Committee – Ms. Craig-Berry
- Academic Affairs – Mr. Brown
- Finance & Operations Committee – Mr. Garrison
- ICSA Committee – Mr. Haughton

REPORT OF THE BOARD PRESIDENT

- Quarles Outdoor Nature Family Open House
- ETA Teacher's Appreciation and Retirement Dinner
- Policy Update

SUPERINTENDENT'S REPORT

This past month there were eight incidents – three of which were considred HIB. The previous year at this time there were 21 suspensions – this year there were 26. Last year at this time cumulatively there were 166 suspensions – this year there have been 114. I would like very much to thank very much the committee that has been interviewing persons in the search for an Athletic Coordinator: Stephanie Harper, Curtis Caviness, George Garrison and Meryl Simons. They did an excellent job. I would also like to take this moment to mention the saluatorian from Dwight Morrow High School Yuliana Baquerizo. The valedictorian from Dwight Morrow High School is Emely Batista and from the Academies@ Englewood Jeffrey Xu.

OPENED THE PRIVILEGE OF THE FLOOR

Curtis Caviness: The Facilities Report – we have not received a report on how much we are getting paid. I was down at the stadium two Sundays ago - every inch of the green was being used for a football combine. I don't know how much we were getting paid for it. Who is responsible and who is liable if a football player twists his ankle in a gopher hole? We put ourselves in jeopardy. How many students graduated? How many didn't? How much money has Englewood Cliffs paid us? Academy Prep – have we looked at the model? We still have not evaluated the Academy.
Lucy Walker: As a grandparent, I am sad and disappointed. I came to the 1st grade orientation – they talked about Dual Language, Math in Focus, Mandarin and Writing Workshop – you can't have a writing workshop if they can't read. I want to see the curriculum. I want to see what the teachers are basing their lesson plans on. Within the Long Range Facility Plan the sixth grade was to be at McCloud – that needs to be handled. The grading and homework policy for the district is nonexistant. You have a grading policy for the high school.
Dave Matthews: Are we going to have Academy Prep in the fall? What grade would you give every school in this district? Would you give a school an "A"? We should have a special Board meeting for each school so they can tell the public what they intend to do to improve their school. Are we going to bring in an in-house SAT Program in the fall?
Shirley Smith: I would like to see the 6th grade returned to the Middle School.
Kim Donaldson: Extracurricular activities be it art or sports aid in the success of children's education. The football program was a disaster before Barry Harris got here. The peewee league is highly successful – when they get to the high school all the good players leave to go to the parochial schools. The coaches in UConn told me that Barry Harris was one of the best high school coaches to work with. I asked how they found my boy – it was scouting reports, but Barry Harris as well. He is so passionate about Englewood, Englewood Raiders, our boys and their education. Consider the decision that you are about to make.
Mr. Haughton: This Board has taken no action to get rid of Mr. Harris. We understand the contributions he makes to the program. There was no recommendation from the Superintendent to take any adverse action. The Business Adminstrator's resignation is still in place – nothing has changed. It was noted that we will have an SAT Program this coming year. Academy Prep was mentioned in the Academic Affairs Committee report and we are looking to have a report from the Superintendent. We have had a request from one of our administrators to look at the districtwide grading policy. It will go through the Academic Affairs Committee. There is a curriculum that has been drafted for all grades. There are binders in the Superintendent's office. The bus mechanic is intended to perform some basic things – checking the tire pressure, oil filter, etc.

APPROVAL OF CONSENT AGENDA

Motion by Mr. Pruitt, seconded by Ms. Craig-Berry to approve the consent agenda as amended.

Board Discussion

Mr. Haughton: Is there any unreadiness on the Consent Agenda?
Mr. Pruitt: 15-F-136, 15-F-137, 15-F-132
Mr. Garrison: 15-A-90, 15-F-125, 15-F-127, 15-F-133, 15-P-95, 15-P-96
Ms. Craig-Berry: 15-F-105, 15-F-118, 15-F-125, 15-F-128
Mr. Brown: 15-F-104, 15-F-105, 15-F-106, 15-F-107, 15-F-126,15-F-128, 15-F-131, 15-F-137, 15-P-93, 15-P-94, 15-P-96

VOTE:

Roll Call Vote on the Consent Agenda – yes to all except:

Motion to table 15-A-90 Appointment of Compliance Officers by Mr. Pazant seconded by Mr. Brown.

Vote:

Yes: Ms. Griffin, Mr. Brown, Mr. Garrison, Mr. Carter, Ms. Feinstein, Mr. Pazant, Ms. Craig-Berry, Mr. Pruitt, Mr. Haughton
No: None

15-A-90 Motion to table Appointment of Compliance Officers passed by a unanimous vote.

Motion to approve 15-F-128 Delta-T Group North Jersey, Inc. – Increase in Service Levels

Vote:

Yes: Mr. Brown, Mr. Garrison, Mr. Pruitt, Mr. Haughton
No: Mr. Carter, Ms. Feinstein, Mr. Pazant
Abstain: Ms. Griffin, Ms. Craig-Berry

Motion to approve 15-F-128 Delta-T Group North Jersey, Inc. – Increase in Service Levels fails.

Ms. Engeleit: What will happen here is I will have a week-to-week accounting of when they hit $3 million – then that will be it for the aides. Then we will have children here until the end of school without their paraprofessionals.
Mr. Pruitt: On top of that, any people that will have a need for summer school will now not be able to get the services because we won't have the money to pay. That's what you just said no to. I don't think everyone understood the implications.
Mr. Haughton: This makes it impossible to deliver what is legally required by law. You'll have parents that can easily sue a school district to pay for the out-of-district services for their children– our costs will go up tremendously as a result. I seriously ask you reconsider.

Motion to reconsider 15-F-128 Delta-T Group North Jersey, Inc. – Increase in Service Levels by Ms. Craig-Berry seconded by Mr. Pruitt.

Yes: Ms. Griffin, Mr. Brown, Mr. Garrison, Ms. Feinstein, Mr. Pazant, Ms. Craig-Berry, Mr. Pruitt, Mr. Haughton
No: Mr. Carter

Motion carries to reconsider 15-F-128 Delta-T Group North Jersey, Inc. – Increase in Service Levels

Mr. Brown: 15-F-137 Award of Contracted Services for Secretaries and Paraprofessionals
For the record, I believe there is a conflict of interest regarding this resolution and the vote on this. Under the Advisory Committee, it would conflict certain members from voting on it.

Resolution #	Topic	Betty Griffin	Stephen Brown	Glenn Garrison	Jeff Carter	Carol Feinstein	Devry Pazant	Molly Craig-Berry	Henry Pruitt	Howard Haughton
15-B-02 **Withdrawn**	Approval – Interim Superintendent Contract									
15-A-84	Approval – Purchased Services 2015-2016									
15-A-85	Approval – Superintendent's Harassment, Intimidation and Bullying Report									
15-A-86	Approval – Report of Student Suspensions									
15-A-87	Approval – Field Trips									
15-A-88	Approval – To Accept the Recommendation for Graduation Speaker									
15-A-89	Approval – School Bus Emergency Drills Have Been Conducted in Accordance with N.J.A.C. 6A: 27-11.2									
15-A-90 **Tabled**	Approval – Appointment of Compliance Officer		(2)				(1)			
15-A-91	Approval – District Enrollment in Schools									
15-F-104	Approval – Staff and BOE Travel		No	(2)					(1)	
15-F-105	Approval – District Travel		No		(2)				(1)	
15-F-106	Approval – Line Item Transfers			No	(2)				(1)	
15-F-107	Approval – Bills List		Abs.	Abs.	(1)				(2)	
15-F-108	Approval – NCLB Grant Application 2015-2016									
15-F-109	Approval – IDEA Grant Application 2015-2016									
15-F-110	Approval – Carl D. Perkins Grant Application 2015-2016									
15-F-111	Approval – 192-193 Service Agreement to Nonpublic Schools 2015-2016 School Year									
15-F-112 **Amended**	Approval – Appointment of Professional Positions									
15-F-113	Approval – Designation of Internet Website for Official Notification Pursuant to New Jersey Local Unit Pay-to-Play Law									
15-F-114	Approval – Ratification of Current Bylaws, Board Policies, Procedures and Chart of Accounts									
15-F-115	Approval – N.J. State Interscholastic Athletic Association									
15-F-116	Approval – Designation of Official Depositories and Establishment of Bank Accounts									

(1) Motion (2) Seconded

Resolution #	Topic	Betty Griffin	Stephen Brown	Glenn Garrison	Jeff Carter	Carol Feinstein	Devry Pazant	Molly Craig-Berry	Henry Pruitt	Howard Haughton
15-F-117	Approval – Establishment of Petty Cash Funds									
15-F-118	Approval – Expedited Payment of Bills		No		(2)				(1)	
15-F-119	Approval – Renewal of Tax Shelter									
15-F-120	Approval – Acknowledgement of District's Internal Revenue Service Code 125 Plan									
15-F-121	Approval – Purchase of Special Education Services									
15-F-122	Approval – Purchase of Goods & Services Through Vendors Awarded State Contracts									
15-F-123	Approval – Cooperative Purchasing Agreement									
15-F-124	Approval – Tax Levy									
15-F-125	Approval – Establishment of Tuition Rates for 2015-2016				(2)				(1)	
15-F-126	Approval – Fees for Rental of District Facilities and Custodial/Maintenance Charges						(2)		(1)	
15-F-127 **Amended**	Approval – Acceptance of Donation from Dwight Morrow High School Alumni Eductional Alliance				(1)	Abs.		(2)		
15-F-128	Approval – Delta-T Group North Jersey, Inc. – Increase in Service Levels									
15-F-129	Approval – Renewal of Dental Contract	No	(2)		No	No	No		(1)	
15-F-130	Approval – Renewal of Vision Contract									
15-F-131	Approval – Transfer of Current Year Surplus to Reserve				(2)				(1)	
15-F-132	Approval – Pomptonian Management Fee and Guarantee Language						(2)		(1)	
15-F-133	Approval – Pomptonian Student Lunch Price List and Faculty Lunch Price List				(2)				(1)	
15-F-134	Supplemental Nutrition Assistance Program									
15-F-135	Approval – Phoenix Advisors as Continuing Disclosure Agents									
15-F-136	Approval – Award of Web Hosting Services and E-mail Archiving				(2)				(1)	
15-F-137	Approval – Award of Contracted Services for Secretaries and Paraprofessionals		(2)			Abs.			(1)	

(1) Motion (2) Seconded

Resolution #	Topic	Betty Griffin	Stephen Brown	Glenn Garrison	Jeff Carter	Carol Feinstein	Devry Pazant	Molly Craig-Berry	Henry Pruitt	Howard Haughton
15-P-93	Approval – 2014-2015 Contracted Appointments				Abs.	Abs.	(2)		(1)	
15-P-94	Approval – 2014-2015/2015-2016 Employment of Personnel: Full-Time, Non-Guide, Part-Time Employees and Substitutes		(1)		Abs.	Abs.			(2)	
15-P-95	2014-2015 Extra Compensation Positions		(1)		Abs.	Abs.		(2)		
15-P-96	2015-2016 Extra Compensation Positions	(2)	(1)*	**	Abs.	Abs.			***	****
15-P-97	2014-2015 Salary Adjustments, Reclassifications & Transfers									
15-P-98	2014-2015 Advancement of Professional Status									
15-P-99	2015-2016 Salary Adjustments, Reclassifications & Transfers									
15-P-100	Approval – Job Description									
15-P-101 **Withdrawn**	Approval – Assistant Superintendent Revised Employment Contract									
15-P-102 **Withdrawn**	Approval – Business Administrator/Board Secretary Contract									
15-P-103 **Withdrawn**	Approval – 2015-2016 Non-Guide Staff Revised Renewal									
15-P-104	Approval – Retirement, Resignations, Leaves of Absence, Terminations									

(1) Motion (2) Seconded

***15-P-96 2015-2016 Extra Compensation Positions: No to Athletic Activity Coordinator – Anthony McGilchrist; No to Head Football Coach – David Murphy; No to Summer Evaluations; No to Summer School Teacher – Yolanda Salazar**
****15-P-96 2015-2016 Extra Compensation Positions: No to Athletic Activity Coordinator – Anthony McGilchrist; No to Head Football Coach – David Murphy; No to Summer Evaluations; No to Summer School Teacher – Yolanda Salazar**
*****No to Summer School Teacher – Yolanda Salazar; Abstain on Head Football Coach – David Murphy**
****** No to Summer School Teacher – Yolanda Salazar; Abstain on Head Football Coach – David Murphy**

15-P-96 2015-2016 Extra Compensation Positions – Head Football Coach – David Murphy *and* Summer School Teacher – Yolanda Salazar Failed.

New/Old Business

Mr. Brown: The non-guide list that was being presented and was pulled - it would be extremely helpful if you give us an indication of what the new salaries are and what the raise is or if no raise was given.
Mr. Garrison: The field across from the Middle School – there is some conflict as to what the name of the building is. My suggestion to resolve this issue – can we reach out to the city and name it after the soldiers that served. They deserve to be recognized.

Mr. Haughton: Clarification to the Board – The Athletic Coordinator passed.

Motion to adjourn at 11:34 p.m. by Mr. Pruitt, seconded by Ms. Craig-Berry, carried by consent of the Board.

BOARD

15-B-02 APPROVAL – APPOINTMENT OF INTERIM SUPERINTENDENT TAB-3

WHEREAS, the Board is desirous of appointing an Interim Superintendent while the search for a permanent Superintendent candidate is conducted, now

BE IT RESOLVED, the Englewood Board of Education wishes to extend the employment of Michael Roth, Interim Superintendent, effective July 1, 2015, according to the terms and conditions set forth on the attached contract as approved by the Interim Bergen County Executive County Superintendent.

ADMINISTRATION

15-A-84 APPROVAL – PURCHASED SERVICES 2015 – 2016 TAB-4

WHEREAS, the district requires specialized services to satisfy educational and business requirements,

BE IT RESOLVED, the Englewood Board of Education authorizes the president and secretary to enter into agreement with the listed individuals and/or organizations, subject to attorney review of any applicable agreement both as to content and form:

Vendor/Consultant	Service Type	Student	When:	Budget Code	Max. Cost 2015
Out of District Tuition:					
Windsor Prep	Tuition	(#145470)	May 14, 2015 - June 2015	11-000-100-566-40-000-000	$7,494.93
Pascack Valley (Park Program)	Tuition	(#150411)	June 1, 2015 - June 12, 2015	11-000-100-562-40-000-000	$3,000.00
Silvergate Prep	Bedside Instruction	(#152372)	April 27, 2015 - June 30, 2015	11-150-100-320-40-000-000	$5,000.00
Extended School Year Programs:					
Bergen County Special Service	Extended School Year	See Attached List	July 2015 - August 2015	11-000-100-565-40-000-000	$58,000.00
Public Schools	Extended School Year	See Attached List	July 2015 - August 2015	11-000-100-562-40-000-000	$42,650.00
Private Sch for Disabled-in-State	Extended School Year	See Attached List	July 2015 - August 2015	11-000-100-566-40-000-000	$81,688.00
Consultants:					
Consultants	See attached listing	Various	July 2015 - June 2016	Various	$1,367,200.00
					inc ESY coverage
Furst & Associates, Inc.	Communications		July 1, 2015-June 30, 2016	11-000-230-339-61-000-000	$35,950.00
Marisin Gladston	Professional Development to K-5 instructional teaching staff		8/17/15 – 8/28/15	20-270-200-300-66-000-000	$2,000.00
Computer Consulting Group-Project Special Database	Yearly Maintenance Plan and upgrade for additional users	Child Study Team	July 2015 - June 2016	11-216-100-500-40-000-000	$6,870.00
Houghton Mifflin Harcourt	Math PD In Focus K-8	Focus Instructional Strategies Workshops	August//2015	20-270-200-300-66-000-000 20-231-200-300-66-000-000	$16,800.00
Transportation:					
Babe's	Transportation	Various (as needed)	July 2015 - June 2016	11-000-270-514-40-000-000	$7,500.00
GW Taxi	Transportation	Various (as needed)	July 2015 - June 2016	11-000-270-514-40-000-000	$5,000.00
South Bergen Jointure Commission	Transportation(OOD) includes ESY	Various	July 2015 - June 2016	11-000-270-515.-40-000-000	$800,000.00
					inc ESY transport

15-A-85 APPROVAL – SUPERINTENDENT'S HARASSMENT, INTIMIDATION AND BULLYING REPORT

BE IT RESOLVED, the Englewood Board of Education approves the Interim Superintendent's determination and actions taken for all reported incidents of Harassment, Intimidation and Bullying as discussed at the **June 11, 2015** closed session meeting.

15-A-86 APPROVAL - REPORT OF STUDENT SUSPENSIONS

WHEREAS, school principals have reported to the Interim Superintendent of Schools that during the month of **May 2015** they have imposed disciplinary suspensions on certain students pursuant to N.J.S.A. 18A:37-2;

BE IT RESOLVED, that the Englewood Board of Education acknowledges that this report has been filed with the Secretary and constitutes a report to the Board of Education in compliance with N.J.S.A. 18A:37-4:

Suspensions	**Sept-30 '13**	**Oct-31 '13**	**Nov-30 '13**	**Dec-31 '13**	**Jan-31 '14**	**Feb-28 '14**	**Mar-31 '14**	**Apr-30 '14**	**May-31 '14**	**YTD**
High School	3	17	9	12	8	11	16	10	12	98
Middle School	7	5	1	4	5	11	3	9	5	50
McCloud School	-	1	1	1	-	1	7	1	4	16
Grieco School	-	-	-	-	-	-	1	1	-	2
Quarles School	-	-	-	-	-	-	-	-	-	-
Total	10	23	11	17	13	23	27	21	21	166

Suspensions	**Sept-30 '14**	**Oct-31 '14**	**Nov-30 '14**	**Dec-31 '14**	**Jan-31 '15**	**Feb-28 '15**	**Mar-31 '15**	**Apr-30 '15**	**May-31 '15**	**YTD**
High School	-	1	9	3	3	4	13	11	10	54
Middle School	-	3	3	4	6	1	5	4	8	34
McCloud School	-	-	-	1	2	1	8	3	7	22
Grieco School	-	-	-	-	-	-	1	2	1	4
Quarles School	-	-	-	-	-	-	-	-	-	-
Total	0	4	12	8	11	6	27	20	26	114

15-A-87 APPROVAL – FIELD TRIPS

BE IT RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the Englewood Board of Education confirms the following field trips; subject to the Principals compiling a list of students/faculty/chaperones together with parental permission forms, insurance, etc.:

School	Destination	Date(s)	Participants	Fees	
McCloud **Grade: 5**	**Location: Flat Rock Nature Center** *Englewood, NJ* **Purpose:** The students will learn different wilderness survival techniques.	June 15 , June16 & June 17 2015	Students: 188 Chaperones/ Teachers	Paid by Students (cost per = $0) Bus (Flat Rock Brook Grant) Paid by District: **Total Paid by District:** **Total Cost of Trip:**	 _ **$0** **$0**
DMAE **Grade: 9** *This trip is for the 2015-2016 school year, approval is needed for the contracts with Frost Valley and the bus company**.**	**Location: Frost Valley** ***(Claryville, NY)*** **Purpose:** This is an annual trip for freshmen to help them transition into high school more successfully by giving them the opportunity to bond with one another, build trust and build positive relationships with their high-school teachers.	9/9/15 to 9/11/15	Students: 100 Chaperones/ Teachers: 12	**Paid by Students:** $300 *100 students/12 chaperones Admission* *Transportation: 2 buses x $1100* *Nursing* *Evening Programs* **Total Cost to District** **Paid by District:** *Cost of Sub: (30 x $110)* ***11-140-100-101-80-102-000*** *Overnight Stipend: (24 x $110)* **11-140-100-101-67-103-000** **Total Cost of Trip**	 21,952 *$4,400* $450 $820 *$3,300* *$2,640* **$33, 562**

15-A-88 APPROVAL – TO ACCEPT THE RECOMMENDATION FOR GRADUATION SPEAKER TAB-5

RESOLVED, the Board of Education approves the acceptance of **Lesley Renee Adams** to serve as the Keynote Speaker for the Dwight Morrow High School / Academies@Englewood Graduation on June 25, 2015.

15-A-89 APPROVAL – SCHOOL BUS EMERGENCY DRILLS HAVE BEEN CONDUCTED IN ACCORDANCE WITH N.J.A.C. 6A: 27-11.2

WHEREAS, N.J.A.C. 6A:27-11.2 requires that school administrators shall organize and conduct emergency exit drills at least twice within the school year for all students who are transported to and from school and that all other students shall receive school bus evacuation at least once within the school year; and

WHEREAS, the school bus driver and bus aide shall participate in the emergency exit drills; and

WHEREAS, drills shall be conducted on school property and shall be supervised by the principal or person assigned to act in a supervisory capacity; and

WHEREAS, drills shall be documented in the minutes of the local Board of Education at the first Board meeting following the completion of the emergency exit drill. The minutes shall include, but not be limited to, the following:

1. Date of the drill
2. Time of day the drill was conducted
3. School name
4. Location of the drill
5. Route number (s) included in the drill
6. Name of school principal, or person(s) assigned, who supervised the drill, and

WHEREAS, the following is a summary table of the recent school bus evacuation drills conducted in the School District:

School Name	Date of Drill	Time of Drill	Location of Drill	Route Number	Name of Person who Supervised the Drill	COMMENTS
McCLOUD	January 13, 2015	7:45 AM	325 TENAFLY ROAD	BUS 2, 3,5,6,4 SMALL BUS 1,2	CARROLL SANCHEZ	Clear and Cold
DISMUS	April 2, 2015	8:00am- 2:30 PM	325 TRYON AVENUE (IN FRONT OF GYM DOORS)	N/A	Lamarr Thomas, John Peterson	
DMAE	May 7, 2015	8:00 AM- 2:47 PM	274 KNICKERBOCKER ROAD Behind the	N/A	ELBERT, BENDER, and the Physical Education Staff	
QUARLES	June 1, 2015	7:20:00 AM	186 DAVISON PLACE	Orange Bus	Howard/Nunziato	
QUARLES	June 1, 2015	7:25AM	186 DAVISON PLACE	B-Van	Howard/Nunziato	
QUARLES	June 1, 2015	7:50 AM	186 DAVISON PLACE	C VAN	Howard/Nunziato	
QUARLES	June 1, 2015	7:18 AM	186 DAVISON PLACE	PURPLE BUS	Howard/Nunziato	
QUARLES	June 1, 2015	7:25 AM	186 DAVISON PLACE	YELLLOW BUS	Howard/Nunziato	
QUARLES	June 1, 2015	7:30 AM	186 DAVISON PLACE	GRAY BUS	Howard/Nunziato	
QUARLES	June 1, 2015	7:30 AM	186 DAVISON PLACE	BLUE BUS	Howard/Nunziato	
QUARLES	June 1, 2015	7:35 AM	186 DAVISON PLACE	A-BUS	Howard/Nunziato	
QUARLES	June 1, 2015	7:40 AM	186 DAVISON PLACE	TAN BUS	Howard/Nunziato	
QUARLES	June 1, 2015	7:15 AM	186 DAVISON PLACE	PINK BUS	Howard/Nunziato	
Grieco	June, 1 2015	7:45 AM	50 Durie Avenue	Bus 2, Bus 1,3,2,6,5,4	Small-Bailey/First Student	

15-A-90 APPROVAL – APPOINTMENT OF COMPLIANCE OFFICERS

RESOLVED, the Board of Education appoints the following position for the 2015-2016 school year:

Compliance Position	Employee	Title
504 Committee Coordinator	Noel Gordon	Director of Guidance
Affirmative Action Officer	Abraham Alarcon	Assistant Principal
Custodian of Records/OPRA Officer	TBD	Business Administrator
Harrassment, Intimidation & Bullying (HIB) Coordinator	Glenda James	School Culture and Climate Coach & HIB Coordinator
Homeless Liaison	Florence Eddings	Parent Liaison
Integrated Pest Management Officer	Michael Hunken	Director of Facilities & Technology
Purchasing Agent Compliance Officer	TBD	Business Administrator
Qualified Purchasing Agent	TBD	Business Administrator
Right to Know Consultant	Michael Hunken	Director of Facilities & Technology
Substance Awareness Coordinator	Morris Lucky	Student Assistant Counselor

15-A-91 APPROVAL – DISTRICT ENROLLMENT IN SCHOOLS

Enrollment	30-Sep-14	15-Oct-14	31-Oct-14	30-Nov-14	31-Dec-14	31-Jan-15	28-Feb-15	31-Mar-15	30-Apr-15	31-May-15	Diff. to Oct. 15	Diff. to Sep. 30
Academies	480	478	479	478	477	474	472	472	471	471	(7)	(9)
DMHS	569	552	558	556	565	574	574	569	565	564	12	(5)
EAGLE	65	65	67	67	66	67	66	69	69	69	4	4
DMHS Total	1,114	1,095	1,104	1,101	1,108	1,115	1,112	1,110	1,105	1,104	9	(10)
JDMS (with Bridge)	405	404	399	400	401	400	400	401	402	402	(2)	(3)
McCloud	551	552	549	545	549	552	550	553	554	551	1	0
Grieco	594	594	594	592	594	595	594	594	596	596	2	2
Quarles	457	456	453	452	454	452	448	449	451	456	0	(1)
In-District Total	3,121	3,101	3,100	3,090	3,106	3,114	3,104	3,107	3,108	3,109	8	(12)

FINANCE

15-F-104 APPROVAL – STAFF AND BOE TRAVEL TAB–6

WHEREAS, the Englewood Board of Education recognizes school staff and Board members will incur travel expenses related to and within the scope of their current responsibilities and for travel that promotes the delivery of instruction or furthers the efficient operation of the school district; and

WHEREAS, the Board of Education establishes, for regular district business day travel only, an annual school year threshold of $1,000 per staff/Board member where prior Board approval shall not be required unless this threshold for a staff/Board member is exceeded in a given school year; and

RESOLVED, the Board of Education approves all travel not in compliance with N.J.A.C. 6A:23N-1.1 et seq. as being necessary and unavoidable as per noted on the attached list; and

FURTHER RESOLVED, the Board of Education approves the travel and related expense reimbursement as listed on the attached.

15-F-105 APPROVAL – DISTRICT TRAVEL

WHEREAS, the Board of Education, in accordance with New Jersey Law A-5 indicating all school districts must establish a maximum travel expenditure for the year and approve district travel in advance; and

WHEREAS, School district travel expenditures shall include, but are not limited to, all costs for transportation, meals, lodging, and registration or conference fees directly related to participation in the event and shall include costs for all required training and all travel authorized in school district employee contracts and school board policies, including, but is not limited to, required professional development, other staff training and required training for board members, and attendance at specific conferences, now be it

RESOLVED, that the Board of Education hereby authorizes district travel for the 2015-2016 school year at a maximum expenditure of $278,000.

15-F-106 APPROVAL – LINE ITEM TRANSFERS TAB–7

RESOLVED, the Board of Education approves the attached list of April 2015 budget transfers within the 2014-2015 budget pursuant to Policy 6422M.

15-F-107 APPROVAL – BILLS LIST TAB–8

RESOLVED**,** the Board of Education approves payment of the attached bills in the total amount of $8,286,235.73

15-F-108 APPROVAL – NCLB GRANT APPLICATION 2015-2016

RESOLVED, upon the recommendation of the Superintendent of Schools, that the Englewood Board of Education hereby authorizes the submission of the NCLB 2016 grant application and accepts the entitlement grant funds as outlined below:

Program Description	Amount
Title I	$ 863,523
Title IIA	$ 171,874
Title III	$ 84,892
Title III Immigrant	$ 35,214
TOTAL	$1,155,503

15-F-109 APPROVAL – IDEA GRANT APPLICATION 2015-2016

RESOLVED, upon the recommendation of the Superintendent of Schools, that the Englewood Board of Education hereby authorizes the submission of the IDEA 2016 grant application and accepts the entitlement grant funds as outlined below:

Program Description	Amount
PreSchool	$ 38,669
Basic	$1,095,949
TOTAL	$1,134,618

15-F-110 APPROVAL – CARL D. PERKINS GRANT APPLICATION 2015-2016

RESOLVED, upon the recommendation of the Superintendent of Schools, that the Englewood Board of Education hereby authorizes the submission of the CARL D. PERKINS 2016 grant application and accepts the entitlement grant funds as outlined below:

Program Description	Amount
Perkins Grant	$34,612
TOTAL	$34,612

15-F-111 APPROVAL – 192-193 SERVICE AGREEMENT TO NON-PUBLIC SCHOOLS 2015-2016 SCHOOL YEAR TAB–9

WHEREAS, the Englewood Public School District is obligated under education law to provide Compensatory Education, ESL, Home Instruction, Speech and Language, Supplementary Instruction, Occupational Therapy, Examination, Classification Annual Review and Maintenance/Vehicular Classrooms to students in non-public schools at no cost to the District; and
WHEREAS, the District has chosen not to provide these services directly, but through the use of a contract; and now, therefore, be it

RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education approves the continuation of the attached contract with Bergen County Special Services, effective July 1, 2015, to June 30, 2016, to provide Chapters 192 and 193 to eligible non-public schools within the City of Englewood.

15-F-112 APPROVAL – APPOINTMENT OF PROFESSIONAL POSITIONS TAB-10

RESOLVED, the Board of Education appoint the following professional positions for the 2015-2016 school year:

Service	Vendor	Rates
Attorney (Construction Counsel)	Dennis McKeever Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC, 238 St. Paul Street, Westfield, NJ 07091	$160/hour
Attorney (Special Education)	Margaret Miller Weiner Lesniak, 629 Parsippany Road, Parsippany, NY 07054-0438	$140/hour
Medical, Prescription, Vision & Dental Insurace Broker	Brown & Brown, 80 Lambert Lane, Lambertville, NJ 08530	N/A
Insurance Broker of Record	Polaris Galaxy, 777 Terrace Avenue, Suite 309, Hasbrouck Heights, NJ 07604	N/A
Board Secretary	TBD	N/A
Treasurer of School Moneys	Robert Brown	$8,000
Architects of Record	Richard Bennett Bonanomi & Bennett Architects, LLC 45 North Dean Street, Englewood, NJ 07631 *and* DiCara Rubino Architects 30 Galesi Drive West Wing, Wayne, NJ 07470	See tab for rates

15-F-113 APPROVAL – DESIGNATION OF INTERNET WEBSITE FOR OFFICIAL NOTIFICATION PURSUANT TO NEW JERSEY LOCAL UNIT PAY-TO-PLAY LAW

WHEREAS, the Englewood Board of Education ("Board of Education"), is subject to the provisions of N.J.S.A. 19:44A-20.4 et seq., the "New Jersey Local Unit Pay-To-Play" law ("Law"); and

WHEREAS, as part of the "fair and open process" contained in the Law, the related contract to be awarded under the "fair and open process" shall be"… publicly advertised in newspapers or on the internet website maintained by the public entity…" (N.J.S.A. 19:44A-20.7); and

WHEREAS, the Board of Education maintains its internet Website at www.epsd.org; and

WHEREAS, the Board of Education desires to designates its Website as the official notification source for all contracts to be awarded as part of the "fair and open process" pursuant to the Law. Now, therefore, be it

RESOLVED, by the Englewood Board of Education, a body corporate and politic, as follows

1. The Board of Education hereby designates its Internet Website at www.epsd.org as the official notification source for contracts to be awarded as part of the "fair and open process" contained in N.J.S.A. 19:44A-20.4 et seq., the "New Jersey Local Unit Pay-To-Play" law.

2. The Board of Education is not precluded from utilizing its official legal newspaper for notification when it so desires.

15-F-114 APPROVAL – RATIFICATION OF CURRENT BYLAWS, BOARD POLICIES, PROCEDURES AND CHART OF ACCOUNTS

RESOLVED, the Board of Education ratifies its approval of all previously approved policies, and bylaws contained in the Board of Education "Bylaws & Policies" book.

BE IT FURTHER RESOLVED, the Board of Education ratifies its approval of existing departmental procedures, including but not limited to the Business Office Procedures Manual, District Purchasing Manual and the State of New Jersey DOE expanded minimum Chart of Accounts using Location, Subject, and Project Identifiers, and

BE IT FINALLY RESOLVED, the Board of Education authorizes the Business Administrator to seek approval from the State of New Jersey DOE in the cases of general fund transfers from instructional to non-instructional accounts, any transfer to capital outlay from current expense except for equipment, transfers from undesignated fund balance, and all transfers that on a cumulative basis exceed 10% of the advertised appropriation.

15-F-115 APPROVAL N.J. STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION

RESOLVED, that the Board of Education approves the Englewood Public Schools as a member of the New Jersey State Interscholastic Athletic Association (N.J.S.I.A.A.) for the 2015-2016 school year.

15-F-116 APPROVAL – DESIGNATION OF OFFICIAL DEPOSITORIES AND ESTABLISHMENT OF BANK ACCOUNTS

RESOLVED**,** the Board of Education designates Capital One, Northern Valley Englewood Savings and Loan Association, TD Bank and PNC as depositories for school monies, and be it

FURTHER RESOLVED**,** the Board of Education authorizes the secretary to establish the following bank accounts and directs that the banks honor checks when signed by, and electronic fund transfers when ordered by, the officers indicated:

BANK	ACCOUNT	PURPOSE	SIGNATURE(S)* REQUIRED
Capital One	General Fund 7047886230	Receipt & Disbursement of funds related to the day-to-day operation of the school district.	President OR Vice President AND Board Secretary OR Assistant Secretary AND Treasurer of School Monies
Capital One	Payroll Account 7047886141	Payment of salaries and wages by check or electronic transfer	President, Board Secretary and Treasurer of School Monies
Capital One	Payroll Agency Account 7047886168	Receipt and disbursement of employee withholding, payroll taxes and contributions to employee benefits	Treasurer of School Monies
Capital One	Unemployment Insurance Acct. 7047886176	Receipt & disbursement of employee withholding & board contributions related to compliance with unemployment insurance laws	Board Secretary OR Assistant Secretary AND/OR Treasurer of School Monies
Capital One	Unemployment Acct. 7047886184	Receipt & disbursement of employee withholding & board contributions related to compliance with the law	Board Secretary OR Assistant Secretary AND/OR Treasurer of School Monies
Capital One	Athletic Clearing Acct. 7047886206	Receipt & disbursement of funds advanced for payment of contest officials, contest entry fees and other charges not known in sufficient time for prepayment of general fund check	Board Secretary OR Assistant Secretary AND H.S. Principal or Athletic Director

Capital One	Clearing Acct. 7047886214	Receipt & Disbursement of funds related to the day-to-day operation of the school district.	Any two: President and/or Vice President, Business Administrator and/or School Treasurer
Capital One	Referendum Acct. 7047886222	Receipt & Disbursement of funds from Referendum for Construction Projects	Business Administrator/ Board Secretary

15-F-117 APPROVAL – ESTABLISHMENT OF PETTY CASH FUNDS

FURTHER RESOLVED, the Board of Education authorizes the persons indicated to maintain petty cash funds for the purpose of making immediate payments of comparatively small amounts pursuant to Board of Education Policy 6620M:

SCHOOL/OFFICE	PERSON(S) RESPONSIBLE	AMOUNT OF FUND	MAXIMUM EXPENDITURE
Dwight Morrow H.S.	Principal OR Vice Principal	$200	$30
Janis Dismus M.S.	Principal OR Vice Principal	$200	$30
Dr. Leroy McCloud School	Principal OR Vice Principal	$200	$30
Dr. John Grieco School	Principal OR Vice Principal	$200	$30
Donald Quarles School	Principal OR Vice Principal	$200	$30
Vince Lombardi-Eagle Program	Principal OR Vice Principal	$150	$30
Buildings & Grounds Dept.	Supervisor/Director of Facilities	$300	$30
Central Office	Superintendent OR Assistant Superintendent OR School Business Administrator	$500	$60

15-F-118 APPROVAL EXPEDITED PAYMENT OF BILLS (18:a:19)

WHEREAS, the Legislature of the State of New Jersey has amended N.J.S.A. 18A:19-1(d) et seq. to expedite payment of bills pursuant to the report of the Financial Management Subcommittee of the Commission on Business Efficiency of the Public Schools. Be it

RESOLVED, upon the recommendation of the Board of Education, of the City of Englewood that:

1. The Business Administrator/Board Secretary, is designated to audit any account or demand to be paid, and subsequent thereto is authorized to approve, on behalf of the Board, any account or demand prior to presentation to the Board;

2. All of the foregoing approvals made pursuant to this resolution shall be presented to the Board for their ratification at the next regular meeting.

3. Authorizes the Business Administrator/Board Secretary to make budgetary transfers between board meetings in accordance with N.J.S.A. 18A:22-8.1.

15-F-119 APPROVAL – RENEWAL OF TAX SHELTERED ANNUITY COMPANIES

RESOLVED, that the Board of Education, of the City of Englewood, current Tax Shelter Annuity Companies be renewed for the 2015-2016 school year:

1. Great American
2. Lincoln Investment
3. AXA-Equitable
4. Met Investors
5. Metropolitan Life

15-F-120 APPROVAL – ACKNOWLEDGEMENT OF DISTRICT'S INTERNAL REVENUE SERVICE CODE SECTION 125 PLAN

WHEREAS, The Englewood Board of Education has established an IRS Section 125 Plan for the benefit of allowing employees to contribute their required medical plan, and other allowable deductions on a pre-tax basis, now be it

RESOLVED, the Englewood Board of Education acknowledges the continuation of the District's Internal Revenue Code Section 125 Plan for Employee Deductions.

15-F-121 APPROVAL – PURCHASE OF SPECIAL EDUCATION SERVICES

RESOLVED, that the Board of Education enter into an agreement(s) for the school year 2015-2016 with the South Bergen Jointure Commission, Bergen County Special Services, and/or any other qualifying agency/company in order to acquire services including transportation, occupational therapy, physical therapy, ABA training, speech, hospital tutoring, audiological testing, psychiatric services, transitional services, child study team services and special education classes, if offered. Be it

BE IT FURTHER RESOLVED, that any agreement with respect to the implementation of this resolution shall be subject to review by the legal counsel for the Board of Education and shall thereafter be ratified by resolution by the Board of Education.

15-F-122 APPROVAL – PURCHASE OF GOODS & SERVICES THROUGH VENDORS AWARDED STATE CONTRACTS TAB-11

RESOLVED, that the Board of Education authorizes the Board Secretary/Business Administrator on behalf of the Board of Education the ability to enter into expenditure transactions with vendors that hold state contracts for the 2015-2016 school year.

15-F-123 APPROVAL – COOPERATIVE PURCHASING AGREEMENTS

RESOLVED, that the Board of Education authorizes the Board Secretary/Business Administrator on behalf of the Board of Education to participate in the following cooperative purchasing agreements for the 2015-2016 school year:

- Middlesex Regional Education Services Commission
- Morris County Cooperative Pricing Council
- Hunterdon County Education Services Commission
- PEPPM Technology and Purchasing Program
- National Joint Powers Alliance
- Keystone Purchasing Network
- EdData
- The Cooperative Purchasing Network
- Sussex County Cooperative

15-F-124 APPROVAL – TAX LEVY

WHEREAS, the Englewood Public Schools receives revenue moneys in the form of a tax levy on the residents of Englewood, and

WHEREAS, in the 2014-2015 year this levy was $50,941,837, with a monthly amount due of $4,245,153.08; and

WHEREAS, for the 2015-2016 year this levy will be $51,868,795 ; a 1.8% increase, now

BE IT RESOLVED, that the Board of Education, of the City of Englewood approve the allocation of the 2015-2016 Tax Levy of $49,783,095 for the general fund and $2,085,700 for debt service as adopted and certified by the Business Administrator in the following manner:

MONTHLY REQUEST		MONTHLY REQUEST	
JULY	$4,322,399.58	JANUARY	$4,322,399.58
AUGUST	$4,322,399.58	FEBRUARY	$4,322,399.58
SEPTEMBER	$4,322,399.58	MARCH	$4,322,399.58
OCTOBER	$4,322,399.58	APRIL	$4,322,399.58
NOVEMBER	$4,322,399.58	MAY	$4,322,399.58
DECEMBER	$4,322,399.58	JUNE	$4,322,399.58

TOTAL $51,868,795

15-F-125 APPROVAL – ESTABLISHMENT OF TUITION RATES FOR 2015-2016

WHEREAS, the compilation of the District's 2015-2016 budget amounts create established tuition rates to be charged when accepting out-of-district students for specific programs, and

WHEREAS, these rates must be reviewed and approved by the Board, now

BE IT RESOLVED, the Englewood Board of Education approves the establishment of the following tuition rates for 2015-2016 with a comparative analysis presented on the attached tab.

RESOLVED, that the Englewood Board of Education establishes the following tuition rates for 2015-2016**:**

REGULAR EDUCATION	
Pre-K – Kindergarten	$15,736
Grades 1-5	$17,781
Grades 6-8	$15,562
Grades 9-12	$17,686

SPECIAL EDUCATION	
Multiple Disabilities	$33,318
Pre-K Disabilities/Full Time	$23,347

15-F-126 APPROVAL – FEES FOR RENTAL OF DISTRICT FACILITIES AND CUSTODIAL/MAINTENANCE CHARGES TAB-12

WHEREAS, The Englewood Public Schools has occasion to rent the School District's facilities to organizations not affiliated with the District, and

WHEREAS, The District seeks to earn revenue for this use of its facilities, and to cover the costs of providing custodial and security services to maintain these facilities during this outside usage, now

BE IT RESOLVED, The Englewood Board of Education, upon the recommendation of the Interim Superintendent and Director of Facilities approves the fees for the rental of District facilities and custodial and maintenance charges for the 2015-2016 fiscal year.

15-F-127 APPROVAL – ACCEPTANCE OF DONATION FROM DWIGHT MORROW HIGH SCHOOL ALUMNI EDUCATIONAL ALLIANCE

WHEREAS, the Englewood Board of Education has received a donation of $1,000.00 from the Dwight Morrow High School Alumni Educational Alliance, herein referred to as the "Alliance" to promote the Truly Bilingual Program; and

BE IT RESOLVED, that the Englewood Board of Education hereby accepts the aforementioned funds and extends its appreciation to the Alliance for the donation as well as to Ms. Janice Acebo and Ms. Fina Flores, both teachers at Dwight Morrow High School, for their roles in helping to bring the donation to fruition.

15-F-128 APPROVAL – DELTA-T GROUP NORTH JERSEY, INC. – INCREASE IN SERVICE LEVELS

WHEREAS, the Delta-T Group of North Jersey, Inc has provided services to the Englewood Board of Education in the areas of classroom assistants, one-to-one assistants, bus and lunch aides, and

WHEREAS, during the term of the contract which runs from September 1, 2014 through August 31, 2015, there has been a District need to steadily increase these services due to increased special education enrollments, and

WHEREAS, the Delta-T Group North Jersey, Inc., has provided these services to ensure the District's compliance with special education, and other educational regulations;

NOW THEREFORE BE IT RESOLVED, the Englewood Board of Education approves the increase in services provided by the Delta-T Group of North Jersey, Inc. in an amount not to exceed a total of $400,000 for the contract period September 1, 2014 through August 31, 2015.

BE IT FURTHER RESOLVED**,** that the Board hereby authorizes the appropriate personnel to take the necessary actions to implement the terms of the contract according to this Resolution.

15-F-129 APPROVAL – APPOINTMENT OF DENTAL CONTRACT TAB-13

WHEREAS the Englewood Public Schools provides dental care coverage to its employees, and

WHEREAS the contract with the provider of this plan is ending on June 30, 2015; and

WHEREAS Brown and Brown, the District's approved employee benefits advisor, has negotiated a new contract for these benefits on behalf of the District,

NOW BE IT RESOLVED upon the recommendation of the Interim Superintendent and the Business Administrator that the Board of Education approve the award of a 24 month contract for dental benefits to Delta Dental at a no cost increase over the previous 24 month contract with rates established as per the attached tab, with coverage to begin on July 1, 2015 and extend through June 30, 2017.

15-F-130 APPROVAL – APPOINTMENT OF VISION CONTRACT TAB-14

WHEREAS the Englewood Public Schools provides vision care coverage to its employees, and

WHEREAS the contract with the provider of this plan is ending on June 30, 2015; and

WHEREAS Brown and Brown, the District's approved employee benefits advisor, has negotiated a new contract for these benefits on behalf of the District,

NOW BE IT RESOLVED upon the recommendation of the Interim Superintendent and the Business Administrator that the Board of Education approve the award of a 36 month contract for vision benefits to United Healthcare Vision at a no cost increase over the previous 24 month contract with rates established as per the attached tab, with coverage to begin on July 1, 2015 and extend through June 30, 2018.

15-F-131 APPROVAL - TRANSFER OF CURRENT YEAR SURPLUS TO RESERVE

WHEREAS, NJSA 6A:23A-14.4 et seq permit a Board of Education to establish and/or deposit into certain reserve accounts at year end, and

WHEREAS, the aforementioned statutes authorize procedures, under the authority of the Commissioner of Education, which permit a Board of Education to transfer anticipated excess current revenue or unexpended appropriations into reserve accounts during the month of June by Board resolution, and

WHEREAS, the Englewood Board of Education wishes to deposit anticipated current year surplus into Capital Reserve and Tuition Reserve accounts at year end, and

WHEREAS, the Englewood Board of Education has determined that an amount not to exceed $800,000 for Capital Reserve and $350,000 for Tuition Reserve are available for such purpose of transfer; and

NOW THEREFORE BE IT RESOLVED by the Englewood Board of Education that it hereby authorizes the district's School Business Administrator to make this transfer consistent with all applicable laws and regulations.

15-F-132 APPROVAL – POMPTONIAN MANAGEMENT FEE AND GUARANTEE LANGUAGE

WHEREAS, the Englewood Board of Education has contracted with Pomptonian, Inc. for the provision of food service operations, and

WHEREAS, the FSMC shall receive, in addition to the costs of operation, an administrative/management fee of $.1276 per reimbursable meal and meal equivalent to compensate the FSMC for administrative and management costs. This fee shall be billed monthly as a cost of operation. The LEA guarantees the payment of such costs and fee to the FSMC; and

WHEREAS, total meals are calculated by adding reimbursable meal pattern meals (breakfast, lunch, after school snack, and at-risk after school meal program meals) served and meal equivalents. The number of School Breakfast Program, After School Snack Program, At-Risk After School Snack Program , and National School Lunch program meals served to the children shall be determined by actual count. Cash receipts, other than from Sales of National Lunch Program meals and School Breakfast Program meals, After School Snack Program meals, and At-Risk After School Snack Program meals served to the children, shall be divided by $1.00 to arrive at an equivalent meal count; and

WHEREAS, the per meal administrative/management fee of $.1276 will be multiplied by total meals; and

WHEREAS, the FSMC guarantees the LEA a no cost of operation for the LEA for school year 2015-2016.

NOW, BE IT RESOLVED, upon the recommendation of the Business Administrator and Interim Superintendent, that the contract with Pomptonian, Inc. be renewed for the 2015-2016 school year, and contain the above updated management fee and guarantee language.

15-F-133 APPROVAL – POMPTONIAN STUDENT LUNCH PRICE LIST AND FACULTY LUNCH PRICE LIST TAB-15

RESOLVED, upon the recommendation of the Interim Superintendent of Schools, the Board of Education hereby approves the attached Student and Faculty Lunch Prices for the 2015-2016 school year.

15-F-134 APPROVAL – SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM

WHEREAS, The Supplemental Nutrition Assistance Program provides nutrition education to school children, and

WHEREAS, this program has been part of the educational studies at the Quarles school at no cost to the District,

NOW BE IT RESOLVED, upon the recommendation of the Interim Superintendent, the Board of Education approves the Memorandum of Understanding with the NJ SNAP-Ed of Bergen County for the period of October 1, 2015, through September 30, 2018, to continue this program of studies at the Quarles school.

15-F-135 APPROVAL – PHOENIX ADVISORS AS CONTINUING DISCLOSURE AGENTS

WHEREAS, the Englewood Board of Education has utilized the financial advisory services of Phoenix Advisors in the refinancing of the 2004 bond issue in August of 2012; and

WHEREAS, it is this issue and the refinancing of the 2003 Early Retirement Incentive bonds through the Bergen County Improvement Authority that are subject to the Municipalities Continuing Disclosure Cooperative Initiative, and

WHEREAS, it is in the best interest of the District to retain advisory services in assisting with the compliance of this Securities and Exchange Commission ongoing initiative, now

BE IT RESOLVED, the Englewood Board of Education upon the recommendation of the Interim Superintendent and Business Administrator approves a contract with Phoenix Advisors, LLC located at 4 West Park Street, Bordentown, NJ 08505 for the services of Continuing Disclosure Agents as per the attached Scope of Services at a fee of $650 for the period July 1, 2015, through June 30, 2016.

BE IT FURTHER RESOLVED, the Board authorizes the Business Administrator to take any and all actions to effectuate this agreement, and comply with this initiative.

15-F-136 APPROVAL – AWARD OF WEB HOSTING SERVICES AND E-MAIL ARCHIVING

WHEREAS the Englewood Board of Education is in need of services for web hosting and email archiving services and

WHEREAS after consultation with members of the teaching staff regarding their usage of these services, it has been determined that eChalk, located at 25 Broadway, 9th Floor, New York, NY 10004 meets the needs of the District, and will provide for continued communication and productivity between students and staff, now

BE IT RESOLVED, that the Englewood Board of Education awards a contract to eChalk in the amount of $25,070 for the provision of web hosting, and email archiving services for the 2015-2016 fiscal year, beginning July 1, 2015 and ending June 30, 2016.

15-F-137 APPROVAL – AWARD OF CONTRACTED SERVICES FOR SECRETARIES AND PARAPROFESSIONALS

WHEREAS, on May 1, 2015 the Englewood Board of Education advertised for RFPs for the provision of contracted services for secretaries and paraprofessionals; and

WHEREAS, on May 28, 2015 responses to the RFPs for the provision of these contracted services were publically opened and read aloud, and

WHEREAS, members of the administration have evaluated the 4 responses received with each being carefully reviewed and evaluated pursuant to the RFP specifications, now

BE IT RESOLVED, that based upon the recommendation of the administrative team and the Interim Superintendent that the Board of Education award these contracted services to Mission One, 800 Kings Highway North, Suite 410, Cherry Hill, NJ 08034, in an amount not to exceed $4,558,000 for the 2015-2016 year, and

BE IT FURTHER RESOLVED, the Board authorizes its administration and attorney to negotiate a contract with the aforementioned vendor with terms and conditions consistent with the RFP and the needs of the District for a one (1) year term, with an option for one year renewals for a subsequent term not to exceed three (3) years, and

BE IT FURTHER RESOLVED, that upon the contracts being finalized by the vendor and the administration, said contract shall be presented to the Board for approval and ratification.

PERSONNEL

15-P-93 APPROVAL – 2015-2016 CONTRACTED APPOINTMENTS

WHEREAS, the Interim Superintendent of Schools, after considering the recommendation of his administrative staff which included consideration of experience, credentials, and references for the following candidates for employment in the school district, has determined that the appointment of these individuals is appropriate and in the best interest of the school district, be it

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following individuals be appointed to the positions indicated, as provided by the budget, in accord with terms of the employment specified:

Note: Appointment of new personnel to the District is provisional subject to:
1. Authorization from the State Department regarding a criminal background check and/or authorization from the Bergen County Superintendent's Office for emergent hiring.
2. A medical examination including satisfactory results of the Mantoux tuberculin skin test.

N = New *R = Replacement* *RI = Reinstatement*

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Name	Certification	Initial Location	All salaries per annum unless noted	10/12 month	Effective Dates	Budget Code
Cibelli, Danielle (R-D.K.)	Standard: Teacher of Chemistry	(20)	BA, Step 6 $53,300[1]	10	08/31/15-06/30/16	11-140-100-101-77-101-000
Generoso, Monica (RI)	Standard: Elementary School Teacher & Bilingual/ Bicultural Education	(04)	MA+30, Step 18 $84,628[1]	10	08/31/15-06/30/16	11-240-100-101-74-101-000

[1]Salary subject to change pending salary negotiations.

15-P-94 APPROVAL - 2014-2015 & 2015-2016 EMPLOYMENT OF PERSONNEL: FULL-TIME, NON-GUIDE, PART-TIME EMPLOYEES AND SUBSTITUTES

WHEREAS, the Interim Superintendent of Schools, after considering the recommendation of his administrative staff which included consideration of experience, credentials, and references for the following candidates for employment in the school district, has determined that the appointment of these individuals is appropriate and in the best interest of the school district, be it

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following individuals be appointed to the positions indicated, as provided by the budget, in accord with terms of the employment specified:

Note: Appointment of new personnel to the District is provisional subject to:
1. Authorization from the State Department regarding a criminal background check and/or authorization from the Bergen County Superintendent's Office for emergent hiring.
2. A medical examination, including satisfactory results of the Mantoux tuberculin skin test.

N = New *R = Replacement* *RI = Reinstatement*

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Name	Position	Loc	Salary/Budget	Effective Dates
Manchester, Janet	Substitute Confidential Executive Assistant to the Superintendent	(60)	$17.14 per hour, 12-month position Budget #: 11-000-240-105-60-101-000	07/01/15-06/30/16
Pugh, Carroll	Per-diem Substitute Teacher Standard: Teacher of English & Student w/Disabilities	District	$100-$110 per diem; Budget Code: Dependent on location	06/12/15-06/30/15

15-P-95 2014-2015 EXTRA COMPENSATION POSITIONS

WHEREAS, the Interim Superintendent of Schools has recommended that certain Board of Education employees be compensated for additional duties or responsibilities, be it

RESOLVED, the Board of Education approves the following assignments and payments for services rendered as indicated:

Bus Mechanic

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Maisonet, Cruz	Bus Mechanic	$25.00 ph	55 hrs.	04/13/15-06/30/15	11-000-270-162-60-000-000

Home Instructors

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Manziano, Teresa	Home Instructor	$30.00 ph	As needed	06/12/15-06/30/15	11-150-100-101-40-101
Murphy, Theodora	Home Instructor	$30.00 ph	As needed	06/12/15-06/30/15	11-150-100-101-40-101
Oden, Lisa	Home Instructor	$30.00 ph	As needed	06/12/15-06/30/15	11-150-100-101-40-101

McCloud Elementary School Yearbook Advisors

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Bogner, Jin	McCloud Yearbook Co-Advisor	Per ETA Guide	$600	2014-2015 School Year	11-120-100-101-67-103-000
Harris, Teresa	McCloud Yearbook Co-Advisor	Per ETA Guide	$600	2014-2015 School Year	11-120-100-101-67-103-000
Siu, Stephanie	McCloud Yearbook Co-Advisor	Per ETA Guide	$600	2014-2015 School Year	11-120-100-101-67-103-000

15-P-96 2015-2016 EXTRA COMPENSATION POSITIONS

WHEREAS, the Interim Superintendent of Schools has recommended that certain Board of Education employees be compensated for additional duties or responsibilities, be it

RESOLVED, the Board of Education approves the following assignments and payments for services rendered as indicated:

Summer Programming – The participation of the recommendations noted below are contingent upon student enrollment.					
Name	**Assignment**	**Rate**	**Max**	**Effective Dates**	**Budget Account**
Acebo, Janice	Summer School Teacher – Ninth Grade House Program	$30.00 ph	28 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Aitchinson, Kristen	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-140-100-101-67-103-000
Anandpara, Rita	Summer School Teacher – Remediation/Enrichment Program PM	$30.00 ph	150 hrs.	07/01/15-08/07/15	20-231-100-100-66-000-000 60-050-100-100-66-000-000
Anderson, Nadra	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Baluja, Margarita	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Barrientos, Yackelin	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Brown-Walker, Rowena	Summer School Teacher – Extended School Year /Substitute	$30.00 ph	60 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Buzzerio, Anthony	Summer School Teacher – Ninth Grade House Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Carmona, Adriana	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Carlen, Loretta	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Carvajal, Dina	Summer School Teacher – Entry Examiner	$30.00 ph	25 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000 20-241-100-100-66-000-000
Chun, Kimberly	Summer School Teacher – Extended School Year	$30.00 ph	110 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Cifuentas, Elizabeth	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Cogollo, Ilianna	Summer School Teacher – Lead Teacher (Grieco)	$30.00 ph	200 hrs.	07/01/15-08/07/15	20-231-100-100-66-000-000 60-050-100-100-66-000-000
Croce, Angelina	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000

Csaszar, Margaret	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Dacosta, Avarelle	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Dalrymple-Williams, Delores	Summer School Teacher – Enrichment Program PM	$30.00 ph	120 hrs.	07/01/15-08/07/15	20-231-100-100-66-000-000 60-050-100-100-66-000-000
De Oliveira, Diane	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-110-100-101-67-103-000
DeEsposito, Carmen	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-130-100-101-67-103-000
Dixon, Angela	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Dudsak, Marc	Summer School Teacher – Ninth Grade House Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Donnelly, Jennifer	Summer School Teacher – Remediation/Enrichment Program PM	$30.00 ph	120 hrs.	07/01/15-08/07/15	20-231-100-100-66-000-000 60-050-100-100-66-000-000
Emont, Tamara	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Dym, Robin	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Fischer, Peyton	Summer School Teacher – Remediation Teacher/Science Camp	$30.00 ph	145 hrs.	07/01/15-08/07/15	20-231-100-100-66-000-000 60-050-100-100-66-000-000
Flanagan, Katherine	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Foster, Toni	Summer School Teacher – Substitute	$30.00 ph	60 hrs.	07/01/15-07/31/15	20-231-100-100-724-000-00011-120-100-101-67-103-000
Garrigo, Jose	Summer School Teacher – Remediation Teacher/Credit Recovery	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Gianetti, Vincent	Summer School Teacher – Ninth Grade House Program Substitute	$30.00 ph	55 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Gianetti, Karen	Summer School Teacher – Extended School Year	$30.00 ph	120 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Gibbons, Beverly	Summer School Teacher – Enrichment Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	60-050-100-100-66-000-000 20-231-100-100-66-000-000
Gigante, Angela	Summer School Teacher – Extended School Year Substitute	$30.00 ph	60 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Gilliard, Veronica	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-110-100-101-67-103-000
Goolsarran, Jackie	Summer School Teacher – Ninth Grade House Program	$30.00 ph	82 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000

Gordon, Stephanie	Summer School Healthcare Assistant, LPN Extended School Year	$27.33 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Green, Dajkyia	Summer School Teacher – Enrichment Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	60-050-100-100-66-000-000 20-231-100-100-66-000-000
Harper, Stephanie	Summer School Teacher – Remedial Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Hellegers, Michael	Summer School Teacher – Ninth Grade House Program	$30.00 ph	120 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Heredia, Diana	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Humphrey, Pamela	Summer School Teacher – Enrichment Program PM	$30.00 ph	60 hrs.	07/01/15-07/31/15	60-050-100-100-66-000-000
Jano, Jaclyn	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Jimenez, Maryori	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Lavelanet, Danielle	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Lewis, Brandi	Summer School Teacher – Sports Camp	$30.00 ph	60 hrs.	07/01/15-07/03/15	60-050-100-100-66-000-000
Lupardi, Amy	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Maestre, Marylin	End of School Year – Summer Planning for After-School Program (Office of Children)	$30.58	50 hrs.	07/01/15-08/28/15	60-050-100-100-66-000-000 60-057-100-100-05-000-000
Manziano, Theresa	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Markert, Daniel	Summer School Teacher – Remedial Program	$30.00 ph	110 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Markowski, Anna	Summer School Teacher – Remediation Teacher/Credit Recovery	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Martin, Jared	Summer School Teacher – Extended School Year /Substitute	$30.00 ph	60 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Mauro, Danielle	Summer School Teacher – Ninth Grade House Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
McClaren, Tanisha	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
McGilchrist, Anthony	Summer School Teacher – Enrichment Program PM	$30.00 ph	80 hrs.	07/01/15-08/07/15	60-050-100-100-66-000-000
Meeks, Maria	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Meidhof, Edward	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000

Melendez, Joshua	Summer School Teacher – Ninth Grade House Program	$30.00 ph	110 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Mitchell, Basheba	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Montenegro, Casey	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Morgan-Black, Allison	Summer School Teacher – Remediation Teacher/Credit Recovery	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Murphy, David	Summer School Teacher – Lead Teacher (DMHS)	$30.00 ph	150 hrs.	06/29/15-08/07/15	20-231-100-100-66-000-000 20-231-100-100-66-724-000
Murphy, Theodora	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Navarro, Leydi	Summer School Teacher – Bilingual Program Substitute	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Pablos, Javier	Summer School Teacher – Remediation Teacher/ Science Camp/Enrichment Teacher	$30.00 ph	145 hrs.	07/01/15-08/07/15	20-231-100-100-66-000-000
Pazymino, Paola	Summer School Teacher – Bilingual Program Enrichment Program PM/Sports Camp	$30.00 ph	185 hrs.	06/29/15-08/07/15	20-231-100-100-66-000-000 20-241-100-100-66-000-000 60-050-100-100-66-000-000
Pazymino, Ysoris	Summer School Teacher – Bilingual Program Enrichment Program PM/Sports Camp	$30.00 ph	195 hrs.	07/01/15-07/10/15 07/20/15-8/07/15	20-241-100-100-66-000-000 20-231-100-100-66-000-000 60-050-100-100-66-000-000
Perry, Debby	Summer School Teacher – Extended School Year /Substitute	$30.00 ph	80 hrs.	07/01/15-08/07/15	11-120-100-101-67-103-000
Peterkin, Claudette	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Piccinich, Kristin	Summer School Teacher – Ninth Grade House Program	$30.00 ph	82 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Pieries, Hashenka	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Prettypaul, Indeerah	Summer School Teacher – Enrichment Program/Sports Camp	$30.00 ph	155 hrs.	06/29/15-08/07/15	60-050-100-100-66-000-000 20-231-100-100-66-000-000
Robertson, Cathy	Summer School Teacher – Enrichment Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	60-050-100-100-66-000-000 20-231-100-100-66-000-000
Robinson, Dean	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000

Rodriquez, Luis	Summer School Teacher – Ninth Grade House Program	$30.00 ph	110 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Romano, Nicole	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	11-120-100-101-67-103-000
Rosa, Elizabeth	Summer School Teacher – Bilingual Program/Science Camp	$30.00 ph	185 hrs.	07/01/15-08/07/15	20-241-100-100-66-000-000 60-050-100-100-66-000-000
Rosa, Jasmine	Summer School Teacher – Bilingual Program/Enrichment Teacher	$30.00 ph	125 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000 60-050-100-100-66-000-000
Salazar, Yolanda	Summer School Teacher – Lead Teacher (Quarles)/Sports Camp/Science Camp	$30.00 ph	300 hrs.	06/30/15-08/07/15	20-231-100-100-66-000-000 11-120-100-101-67-103-000 60-050-100-100-66-000-000
Sewnath, Maitry	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Sheridan, Samantha	Summer School Teacher – Lead Teacher (JDMS)	$30.00 ph	150 hrs.	06/30/15-08/07/15	20-231-100-100-66-000-000
Siu, Stephanie	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Tarquino, Luz	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000
Terbruggen, Jacqueline	Summer School Teacher – Extended School Year	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000 11-120-100-101-67-103-000
Thomas, Erin	Summer School Teacher – Enrichment Program PM	$30.00 ph	105 hrs.	07/01/15-08/07/15	20-241-100-100-66-000-000 60-050-100-100-66-000-000
Urbay-Cross, Odette	Summer School Teacher – Remediation Teacher/Credit Recovery	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Washington, Brittani	Summer School Teacher – Enrichment Program Substitute/Sports Camp	$30.00 ph	140 hrs.	06/29/15-07/31/15	60-050-100-100-66-000-000 20-231-100-100-66-000-000
Watt, Latoya	Summer School Teacher – Remedial Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-724-000
Wooding, Leah	Summer School Teacher – Remediation Teacher	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-231-100-100-66-000-000
Zorrilla, Rharia	Summer School Teacher – Bilingual Program	$30.00 ph	105 hrs.	07/01/15-07/31/15	20-241-100-100-66-000-000

Summer Child Study Team & Nursing Services					
Name	**Assignment**	**Rate**	**Max**	**Effective Dates**	**Budget Account**
Carlisle, Sandra	Summer Child Study Team – School Psychologist	$30.00 ph	150 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000
Gordon, Adele	Summer Program – School Nurse	$30.00 ph	100 hrs.	07/01/15-08/07/15	11-000-213-100-67-103-000
Herrera, Wendy	Summer Child Study Team – School Psychologist	$30.00 ph	150 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000
Humphrey, Pamela	Summer Child Study Team – School Social Worker	$30.00 ph	150 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000
Kurikova, Marina	Summer Child Study Team – Speech Language Specialist	$30.00 ph	105 hrs.	07/01/15-08/14/15	11-000-216-100-67-103-000
McCrosson, Debra	Summer Program – School Nurse	$30.00 ph	100 hrs.	07/01/15-08/07/15	11-000-213-100-67-103-000
McGrath, Stephanie	Summer Child Study Team – School Social Worker	$30.00 ph	175 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000
Mohn, Heather	Summer Child Study Team – School Psychologist	$30.00 ph	175 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000
Pascarello, Beth	Summer Child Study Team – LDT-C	$30.00 ph	175 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000
Rodriguez, Christine	Summer Child Study Team – LDT-C	$30.00 ph	150 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000
Sadler, Ketsia	Summer Program – School Nurse	$30.00 ph	100 hrs.	07/01/15-08/07/15	11-000-213-100-67-103-000
Smilari, Carol	Summer Program – School Nurse	$30.00 ph	100 hrs.	07/01/15-08/07/15	11-000-213-100-67-103-000
Sullivan, Dennis	Summer Child Study Team – School Social Worker	$30.00 ph	150 hrs.	07/01/15-08/14/15	11-000-219-104-67-103-000

Summer Educational Support Services Evaluations: Staff members will work on closing out activities for the 2014-2015 school year and planning activities for the 2015-2016 school year.					
Name	**Assignment**	**Rate**	**Max**	**Effective Dates**	**Budget Account**
Cartwright, Nicole	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000
Golston, Zuri	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000
Markowitz, Elyse	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000
McDonald, James	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000
Rose, Venus	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000
Sanchez, Luis	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000
Scott, Jamayla	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000
Syperski, Nicole	Summer Evaluations	$30.00 ph	150 hrs.	07/01/15-08/28/15	11-000-218-104-67-103-000

Bus Mechanic					
Name	**Assignment**	**Rate**	**Max**	**Effective Dates**	**Budget Account**
Maisonet, Cruz	Bus Mechanic	$25.00 ph	250 hrs.	07/01/15-06/30/16	11-000-270-162-60-000-00

Summer Professional Development: Conference, Curriculum Writing and Workshop					
Name	**Assignment**	**Rate**	**Max**	**Effective Dates**	**Budget Account**
Markert, Daniel	Title I Model School Conference	$30.00 ph	6 hrs.	07/01/15	20-270-100-100-66-000-000
Sheridan, Samantha	Title I Model School Conference	$30.00 ph	6 hrs.	07/01/15	20-270-100-100-66-000-000
Sperber, Jana	Title I Model School Conference	$30.00 ph	6 hrs.	07/01/15	20-270-100-100-66-000-000
Abruzzese, Windsor	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Bogner, Jin	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Chun, Christina	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Condello, Cheryl	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Forman, Jeffery	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Hall, Kenneth	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
McCall, Mary	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Peterkin, Claudette	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Reinert-Doviak, Stacy	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Skinner, Carolyn	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Tucker, Kristine	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Waldeck, Erika	Math Gap Analysis Curriculum Writing	$30.00 ph	8 hrs.	06/15/15-06/29/15	20-270-100-100-66-000-000
Abruzzese, Windsor	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Bianchi, Alison	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Bogner, Jin	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Cooper, Cynthia	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
DiBartolomeo, Christina	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Dudsak, Marc	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Forman, Jeffery	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Francisco, Elizabeth	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Kleinman, Toby	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Lavelanet, Danielle	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
McCall, Mary	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000

Mui, Andrew	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Salazar, Evelyn	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Tarquino, Luz	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Tucker, Kristine	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000
Waldeck, Rycki	Math in Focus Workshop	$30.00 ph	3 hrs.	06/13/15	20-270-100-100-66-000-000

Athletics

Name	Assignment	Rate	Max	Effective Dates	Budget Account
McGilchrist, Anthony	Athletic Activity Coordinator	n/a	$15,000	07/01/15-06/30/16	11-402-100-100-000-000
Murphy, David	Head Football Coach	Per ETA Guide	$9,000	2015-2016 Season	11-402-100-100-77-101-000
Pribula, Andrea	School Athletic Trainer – Summer Events	$30.00 ph	200 hrs.	07/01/15-08/30/15	11-140-100-101-67-103-000

Summer Security Staffing: Summer School Program, Field Duty and Fourth of July

Name	Assignment	Rate	Max	Effective Dates	Budget Account
Hicks, Larry	Summer Security Staff – Summer School	$20.13 ph	185 hrs.	07/01/15-08/07/15	11-000-266-100-60-101-000
Jacobs, Dianne	Summer Security Staff – Summer School	$17.49 ph	185 hrs.	07/01/15-08/07/15	11-000-266-100-60-101-000
Leary, Myron	Summer Security Staff – Summer School	$20.13 ph	185 hrs.	07/01/15-08/07/15	11-000-266-100-60-101-000
Medina, Carlos	Summer Security Staff – Summer School	$21.97 ph	185 hrs.	07/01/15-08/07/15	11-000-266-100-60-101-000
White, Robert	Summer Security Staff – Summer School	$18.69 ph	185 hrs.	07/01/15-08/07/15	11-000-266-100-60-101-000
Wilder, Damon	Summer Security Staff – Summer School	$17.84 ph	185 hrs.	07/01/15-08/07/15	11-000-266-100-60-101-000
Ballard, Jason	Summer Field Security Coverage	$17.49 ph	Up to a total of 280 hours are authorized to be shared amongst staff listed.	07/01/15-08/30/15	11-000-266-100-60-101-000
Peterson, Brianna	Summer Field Security Coverage	$17.48 ph		07/01/15-08/30/15	11-000-266-100-60-101-000
Lettsome, Conrad	Summer Field Security Coverage	$17.48 ph		07/01/15-08/30/15	11-000-266-100-60-101-000
Jacobs, Dianne	Summer Field Security Coverage	$17.49 ph		07/01/15-08/30/15	11-000-266-100-60-101-000
Leary, Myron	Summer Field Security Coverage	$20.13 ph		07/01/15-08/30/15	11-000-266-100-60-101-000
Medina, Carlos	Summer Field Security Coverage	$21.97 ph		07/01/15-08/30/15	11-000-266-100-60-101-000
White, Robert	Summer Field Security Coverage	$18.69 Ph		07/01/15-08/30/15	11-000-266-100-60-101-000
Wilder, Damon	Summer Field Security Coverage	$17.84 ph		07/01/15-08/30/15	11-000-266-100-60-101-000
Walters, Nicole	Summer Security Staff – Fourth of July	$17.84 Ph	7 hrs.	07/01/15[1]	11-000-266-100-60-101-000

Hicks, Larry	Summer Security Staff – Fourth of July	$20.13 ph	7 hrs.	07/01/15[1]	11-000-266-100-60-101-000

[1]Rain Date: July 8, 2015

15-P-97 2014-2015 SALARY ADJUSTMENTS, RECLASSIFICATIONS & TRANSFERS

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following reclassification(s) be approved as provided by the budget:

N = New R = Replacement RI = Reinstatement

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Substitute Teacher Reclassifications		
Name	**From:**	**To:**
Emont, Tamara (04) (R-A.G.)	Per-Diem Substitute Teacher	Long-Term Substitute Teacher, $261.55 per diem Effective: 06/02/15-06/26/15
Jabel, Emily (04) (R-M.V.)	Per-Diem Substitute Teacher	Long-Term Substitute Teacher, $261.55 per diem Effective: 05/26/15-06/26/15
Jimenez, Maryori (01) (R-K.R.)	Per-Diem Substitute Teacher	Long-Term Substitute Teacher, $261.55 per diem Effective: 05/18/15-06/26/15
Petioni, Diane (05) (R-B.J.)	Per-Diem Substitute Teacher	Long-Term Substitute Teacher, $261.55 per diem Effective: 05/11/15-06/26/15

15-P-98 2014-2015 ADVANCEMENT OF PROFESSIONAL STATUS

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following reclassification(s) be approved as provided by the budget:

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Name	**From:**	**To:**
Aitchinson, Kristen (03)	BA, Step 3-5 $52,810	MA+30, Step 3-5 $67,810 pro rata Effective: 06/20/15-06/30/15
DiBartolomeo, Christina (03)	BA, Step 17 $66,030	MA+30, Step 17 $81,030 pro rata Effective: 06/20/15-06/30/15
Escobedo, Michelle (20)	BA, Step 7-8 $53,805	MA, Step 7-8 $57,555 pro rata Effective: 05/01/15-06/30/15
Lupardi, Amy (03)	BA, Step 3-5 $52,810	MA+30, Step 3-5 $67,810 pro rata Effective: 06/20/15-06/30/15
McGilchrist, Anthony (03)	BA, Step 7-8 $53,805	MA+30, Step 7-8 $68,805 pro rata Effective: 06/20/15-06/30/15
Pratt, Randall (30)	MA, Step 17 $70,186 + Ext. Day Stipend $1,024 = $71,210	MA+30, Step 17 $81,030 + Ext. Day Stipend $1,024 = $82,054 pro rata Effective: 06/01/15-06/30/15
Richardson, Charissa (03)	BA, Step 19 $73,120	MA+30, Step 19 $88,798 pro rata Effective: 06/20/15-06/30/15
Sadler, Ketsia (03)	MA+30, Step 13 $70,810	DR, Step 13 $72,685 pro rata Effective: 05/20/15-06/30/15

Widensky, Jeanette (03)	BA, Step 19 $73,120	MA, Step 19 $78,176 pro rata Effective: 06/20/15-06/30/15

15-P-99 2015-2016 SALARY ADJUSTMENTS, RECLASSIFICATIONS & TRANSFERS

RESOLVED, upon recommendation of the Interim Superintendent of Schools, that the following reclassification(s) be approved as provided by the budget:

Teacher Transfer		
Name	**From:**	**To:**
Jaquinet, Cristina	1st Grade Dual Language Teacher, Grieco Elementary School	5th Grade Dual Language Teacher, McCloud Elementary School Effective: August 31, 2015 – June 30, 2016 No change in salary, status or benefits[1].
McGilchrist, Anthony	Health & Physical Education Teacher, McCloud Elementary School	Health & Physical Education Teacher, Dwight Morrow High School/Academies@Englewood Effective: August 31, 2015 – June 30, 2016 No change in salary, status or benefits[1].
Rodriguez, Rosie	3rd Grade Dual Language Teacher, Grieco Elementary School	Pre-Kindergarten Dual Language Teacher, Quarles Early Childhood Center Effective: August 31, 2015 – June 30, 2016 No change in salary, status or benefits[1].

[1]Subject to change pending ETA contract negotiations.

15-P-100 APPROVAL – JOB DESCRIPTION TAB – 16

RESOLVED, that the attached job description be approved and effective immediately:

Bus Mechanic

15-P-101 APPROVAL –REVISED ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT TAB-17

WHEREAS, the Board of Education, accepts the recommendation of the Interim Superintendent, to extend an offer of employment for the 2015-2016 school year to Michelle James, Assistant Superintendent; and

RESOLVED, the Board of Education accept the attached revised contract as approved by the Bergen County Executive Superintendent commencing July 1, 2015 through June 30, 2016.

15-P-102 APPROVAL – BUSINESS ADMINISTRATOR/BOARD SECRETARY EMPLOYMENT CONTRACT TAB-18

WHEREAS, the Board of Education, accepts the recommendation of the Interim Superintendent, Maria Goodwill-Engeleit's letter of resignation dated December 9, 2015, which was accepted by the Board via Resolution #15-P-57 on December 11, 2014 is hereby corrected such that the Board of Education hereby accepts Maria Goodwill-Engeleit's amended letter of resignation dated June 11, 2015 with a new effective last day of work to be on August 31, 2015,

RESOLVED, Maria Goodwill-Engeliet shall receive the same salary and benefits as earned during the 2014-2015 school year (on a prorated basis) according to a contract to be approved by the Bergen County Executive County Superintendent.

15-P-103 APPROVAL – 2015-2016 NON-GUIDE STAFF REVISED RENEWAL TAB-19

WHEREAS, on May 14, 2015, the Board of Education approved the renewal of Non-Guide Staff (Resolution #15-P-87) for the 2015-2016 school year; and

RESOLVED, the Board of Education authorizes the Interim Superintendent of Schools to provide the currently employed non-guide staff included on the attached list with a written offer of a contract for employment for the 2015-2016 school year.

15-P-104 RETIREMENT, RESIGNATIONS, LEAVES OF ABSENCE, TERMINATIONS

RESOLVED, that the Englewood Board of Education hereby approves the following:

School Codes:	*Grieco (04)*	*JDMS (10)*	*A@E (30)*	*DMHS (20)*
Out-of-District (OOD)	*Vince Lombardi (05)*	*Central Office (60)*	*Quarles (01)*	*McCloud (03)*

Leaves of Absence

Name	Notice/Position	Effective Date(s)
Eddings, Florence (03)	Paid Medical Leave of Absence, Parent Liaison	June 23, 2015 – August 31, 2015
Gordon-McGrath, Dianne (03)	Paid Medical Leave of Absence, Elementary School Teacher	May 26, 2015 – June 30, 2015
Huggins, Shavon (04)	Extended Unpaid Medical Leave of Absence, Full-Time Security Officer	May 11, 2015 – June 30, 2015
Moronta, Katherine (01)	Paid Medical Leave of Absence, Unpaid Medical Leave of Absence, Teacher of Students with Disabilities	June 8, 2015 – June 30, 2015 August 31, 2015 – January 1, 2016
Rodsan, Alexa (20)	Paid Medical Leave of Absence, Teacher of Mathematics	June 8, 2015 – June 30, 2015
Sabella, Annette (10)	Paid Medical Leave of Absence, Teacher of the Handicapped	June 1, 2015 – June 30, 2015

Resignations

Name	Notice/Position	Effective Date(s)
Drahos, Amanda (30)	Resignation, Teacher of French	June 30, 2015
Kousa, Zacary (20)	Resignation, Part-Time Security Officer	June 3, 2015

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA, SUITE 350
HACKENSACK, NJ 07601-7076
201-336-6875
FAX 201-336-6880

CHRIS CHRISTIE, *GOVERNOR*
KIM GUADAGNO, *LT. GOVERNOR*

DAVID C. HESPE, *COMMISSIONER*
NORAH E. PECK, *INTERIM EXECUTIVE COUNTY SUPERINTENDENT*

September 8, 2015

Ms. Cheryl Balletto
Business Administrator/Board Secretary
Englewood School District
274 Knickerbocker Road
Englewood, NJ 07631

Re: Superintendent Employment Contract

Dear Ms. Balletto:

I have reviewed the employment contract for Robert Louis Kravitz, Superintendent, Englewood School District in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on October 1, 2015, through June 30, 2019.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes. *When the "approved" contract is fully executed, please provide a copy to the County Office.*

Sincerely,

Norah E. Peck
Interim Executive County Superintendent

NEP/HPW/laf

c: Board President (Letter ONLY)
Danielle J.S. Diaz, Human Resources Manager

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Agreement for employment is made and entered into this _____ day of _____ 2015, between the Board of Education of the City of Englewood (hereinafter designated as the "Board") with offices located at 274 Knickerbocker Road, Englewood, New Jersey, and Robert Louis Kravitz (hereinafter "Kravitz" or the "Superintendent").

WITNESSETH

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and Kravitz to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Kravitz is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A.* 18A:17-17; and

WHEREAS, the Board wishes to employ the Superintendent and the Superintendent wishes to be employed by the Board subject to all of the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the forgoing and the mutual covenants and conditions in this agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by and among the parties hereto as follows:

I. TERM OF EMPLOYMENT

The Board in consideration of the promises set forth herein employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools for the Englewood School District (hereinafter referred to as the "District") for a term commencing on or before October 1, 2015 and expiring on June 30, 2019.

II. COMPENSATION

A. The Superintendent's salary during the life of this Agreement shall be as follows:

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On or before October 1, 2015 – June 30, 2016: $167,500 (prorated)

July 1, 2016 – June 30, 2017: $167,500

July 1, 2017 – June 30, 2018: $167,500

July 1, 2018 – June 30, 2019: $167,500

B. The parties agree that in the event that the current regulations governing the amount of the salary cap for superintendent pay is revised, repealed or amended, the parties may renegotiate the salary. The parties mutually acknowledge that any renegotiated salary change would be subject to the notice, hearing and review/approval requirements set forth in *N.J.S.A.* 18A:7-8, *N.J.S.A.* 18A:11-11, and *N.J.A.C.* 6A:23A-3.1.

C. **Annual Merit Bonuses:**

1. The Superintendent shall be eligible for additional annual merit bonus which may be provided, based on the Superintendent's progress toward achieving District goals which are approved and submitted annually to the Executive County Superintendent. These performance-based bonuses may be granted for the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 school years, at an amount up to 14.99% of base salary in each year. The merit bonus shall be based upon the Superintendent's achievement of quantitative merit criterion and/or qualitative merit criterion. For 2015/16, the parties agree to meet within sixty (60) days of the Superintendent commencing employment for the purpose of agreeing upon merit goals (if the parties cannot agree to goals for 2015/16, then no merit will be applied for that year). For each subsequent year of employment, by each August 1st thereafter, the Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year, which merit criteria shall be submitted to the Executive County Superintendent for approval. The Superintendent shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved, and a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved.

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2. Upon completion of each merit goal, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit criteria and/or qualitative merit criteria has been satisfied. Prior to paying any bonus, the Board shall await confirmation and approval from the Executive County Superintendent that the criteria have been satisfied. The Board shall pay the merit bonus within thirty (30) days of the Executive County Superintendent's confirmation and approval that the merit criteria have been satisfied. The parties understand and agree that merit bonuses are non-pensionable compensation.
3. Any such merit bonus will be in accordance with the law and Administrative Code in effect at the time in which they are considered by the Board.
4. This provision shall survive the expiration of this Agreement.

III. CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. Certification:

The Superintendent shall hold a valid and appropriate Certification to act as Superintendent of Schools in the State of New Jersey throughout the term of this Agreement. If at any time during the duration of the Agreement the Superintendent's certification is revoked, this Agreement shall be null and void.

B. Duties:

The Superintendent shall be the chief executive and administrative officer of the District and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District and shall arrange the administrative and supervisory staff including instruction and business affairs which, in his judgment, best serve the District. The Superintendent shall make recommendations for the selection, placement, transfer and dismissal of personnel, both instructional and non-instructional. The Superintendent shall supervise all assistants, all principals, his own office staff and each employee in the District, except for the Board Attorney.

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The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District which may be called to their attention. Any such references must be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend and/or take action.

The Superintendent shall have the right to confer with the School Board Attorney(s) for legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State law. The Superintendent shall attend all Board meetings and has the right to speak at all Board meetings and Board committee meetings, (except where a Rice notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public, or the Superintendent has a conflict of interest). All duties assigned to the Superintendent by the Board and performed by the Superintendent should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy.

The Superintendent's duties which include all such duties established by Board policy, statute and regulations include and are not limited to, the following:

1. Formulation of policy, for approval by the Board, concerning educational programs, organizations, staff, budgets and educational philosophy, and administration of the school system within the framework of the policies adopted by the Board;
2. Interpretation of the policies of the Board as they related to the school programs for the administrative and school staffs:
3. Recommendation of all personnel, including administrative, teaching and support staff in the system for appointments, assignments, transfers, leaves, salary guide increments, demotions or dismissals, in accordance with the policies

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of the Board and consistent with the New Jersey Case Law and the provisions of Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code as each may from time to time be amended;

4. Preparation, with the cooperation of the Secretary of the Board and others concerned, of a consolidated budget for the school system for approval by the Board, and administration of the budget in accordance with the approved policies;
5. Recommendation for adoption of all textbooks and supplementary instructional materials after consultation with the administrative staff. The Superintendent shall be responsible for the selection of teaching equipment, supplies, texts, and related materials;
6. When faced with the necessity of making exceptions to an established policy, he shall be empowered to act in a reasonable and prudent manner. He must immediately submit a written report of his action to the Board of Education;
7. Being a consultant on all plans and specifications for the remodeling, adding to or revision in the school plant where pupil and/or teacher welfare is affected;
8. Preparation of rules and regulations to interpret and implement the established policies of the Board. Such rules and regulations are to be germane to the policies established by the Board, and are to be submitted to the Board for approval;
9. Submission of recommended school calendar to the Board;
10. Submission of a list of recommended health service personnel (e.g., doctor, dentist, optometrist, or like services);
11. Ascertaining that recommendation for student and athletic insurance are presented to the Board prior to the start of the athletic program and the school year;
12. Consulting with staff, at his discretion, relative to educational recommendations and decisions;
13. Assisting in contractual negotiations as directed by the Board of Education; and

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14. Providing a proper educational atmosphere for the development and implementation of innovative educational programs.

The Board shall not substantially increase the duties of the Superintendent by assigning him the permanent duties or responsibilities of another position or title (i.e., dual title) unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this Agreement and such addendum has been approved by the Executive County Superintendent, subject to the applicable salary cap mandates.

C. **Outside Activities:**

The Superintendent shall devote his full time, attention and energy to the business of the District. He may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements and engage in other activities, which are of a short-term duration with the prior consent of the Board, which consent shall not be unreasonably withheld and may receive compensation, remuneration or honorarium provided that such activities do not interfere with the duties of the Superintendent.

IV. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation in the following:

A. Operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or school board associations;

B. Seminars and courses offered by public or private educational institution;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

D. Visits to other institutions; and

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E. Other activities promoting the professional growth of the Superintendent.

F. Each school year, the Superintendent shall be permitted to attend the New Jersey School Boards Association convention, the New Jersey Association of School Administrators conference, and the American Association of School Administrators (AASA) national convention. The Superintendent, subject to Board approval, may attend two additional State and National conventions, so long as they are reasonable and education based conferences. The Board, in accordance with *N.J.S.A.* 18A:11-12 and Board Policy shall pay for the Superintendent's convention registration, travel to and from the convention, meals, and reasonable hotel charges incurred in connection with such conventions consistent with the established state rates for travel and the prescribed procedures for reimbursement. Such reimbursement shall be consistent with current OMB Circulars and allowances for overnight travel subsistence and travel expenses. The Board shall grant the Superintendent professional release time to attend and participate in such conferences and conventions. Additionally, the Board shall pay for personal professional membership dues of the Superintendent not to exceed three in total and not to exceed Four Thousand ($4,000) Dollars *per annum.*

G. In an effort to encourage the Superintendent to take courses that will improve his effectiveness and value to the District, the Board agrees to pay one hundred percent (100%) of the Superintendent's tuition charges and other course related fees for any course work that the Superintendent elects to take, to a maximum of 24 credits per year at the established Rutgers University doctoral graduate program rates in effect at the time of enrollment, not to exceed $9,500 per year, provided that the coursework relates to the Superintendent's position and responsibilities and that same is approved in advance by the Board.

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V. BENEFITS AND ENTITLEMENTS

A. Vacation Time

i. The annual vacation period shall be twenty-four (24) working days (prorated at 2.0 days per month for any partial school year period).

ii. If the Superintendent is unable to use his vacation leave in a given year due to business demands, any unused vacation leave may be carried over only into the next succeeding year consistent with *N.J.S.A.* 18A:30-9 and *N.J.A.C* 6A:23A-3.1(e)8. Except in the year of the Superintendent's separation from employment, all days carried over must be used in the subsequent year or they will be lost.

iii. In determining vacation entitlement, Saturdays, Sundays, and legal holidays shall not be counted.

iv. In the event that the Superintendent retires or resigns during the performance of this Employment Agreement, vacation days shall be earned on a pro-rated basis. Upon separation from employment, the Superintendent shall be paid for all unused accumulated vacation days at the Superintendent's daily rate of pay, based upon a 260-day work year. Any such payment shall be made within thirty (30) days of the Superintendent's last day of employment.

v. Payment to Estate: If the Superintendent dies before his term under this Agreement is completed, payment for his accumulated vacation days shall be made to his estate.

B. Sick Leave

i. Sick leave is defined to mean the absence from the Superintendent's post of duty because of personal disability due to illness, injury, other medical/dental reason, or because the Superintendent has been excluded from school by the school's medical authorities on account of a contagious disease or because of being quarantined for such a disease.

ii. The Superintendent shall be entitled to twelve (12) sick days per year with pay.

iii. Unused sick days shall be cumulative and without limit. However, payment for unused sick leave shall be consistent with *N.J.S.A.* 18A:30-3.5. This supplemental

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payment for accumulated sick days shall only be payable at the time of retirement and shall not be paid to the Superintendent's estate or beneficiaries in the event of the Superintendent's death prior to retirement.

iv. Upon retirement and in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, and *N.J.S.A.* 18A:30-3.5, the Board shall provide compensation for accumulated sick leave days at the current per diem rate (annual salary divided by 260 days = amount per day) up to a maximum amount of $15,000. Any such payment shall be made within thirty (30) days of the Superintendent's last day of employment.

C. <u>Personal Days</u>

The Superintendent shall be entitled to five (5) days of personal leave with pay in each school year for the conduct of personal business that the Superintendent is unable to conduct outside of the usual work day. Unused personal leave days shall convert and accumulate to sick leave subject to a maximum accumulation of fifteen (15) sick days per school year, and shall be governed by Section B.

D. <u>Holidays</u>

The Superintendent shall be entitled to time off with pay on the following holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Day following Thanksgiving, Christmas Eve, Christmas Day, the Day following Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Easter Monday, Memorial Day, Rosh Hashanah and Yom Kippur, and any other State or Federal holidays observed by the District.

E. <u>Bereavement Leave</u>

Absences because of the death of family or a close relation in the employee's immediate family (including father, mother, spouse, child, brother, sister), or because of the death of another relative (grandmother, grandfather, grandchild, mother-in-law, father-in-law, or anyone making his/her home with the

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Superintendent's family and regarded as a member of the family) shall be allowed a period of five (5) days with full pay.

F. **Health Insurance**

The Superintendent shall be entitled to the following insurance benefits at the cost of the Board:

i. Enrollment in the District's hospitalization and medical insurance program, dental insurance program, prescription insurance program, and vision insurance program, including family coverage, if applicable. If this insurance is taken, the Superintendent shall be held to the applicable health benefits deduction/rule as established by the New Jersey Division of Pension and Benefits and Chapter 78 of the Laws of 2011.

ii. If, after completing his first year of employment, the Superintendent chooses to waive health insurance benefits because he is covered by health insurance through another source (and provides proof of such coverage), he will be given a cash incentive equal to 25% of the lowest cost plan that the District offers, at the coverage level he would have selected, with the amount not to exceed $5,000 as per State Regulations.

iii. The Board shall pay 100% of the premium of the Superintendent's disability insurance policy or in the alternative, reimburse the Superintendent up to $2,000.00 per school year towards the annual premium for a disability income protection policy selected by him.

iv. The Board shall provide the Superintendent a §125 cafeteria plan in accordance with P.L. 2011, ch. 78, as is currently available to other administrators.

G. **Extended Leaves of Absence**

i. In the event a long-term disability exhausts the accumulated sick leave, the Superintendent may request that the Board of Education provide extended sick leave. The Board of Education will give most careful consideration to all such requests.

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ii. Also, the Superintendent may request additional professional leave time, which request shall be approved by the Board in its sole discretion, to attend conferences, seminars and the like when requested by the United States Department of Education or the New Jersey Department of Education. If any honorarium is paid to the Superintendent for the provision of services, such honorarium or stipend shall be returned to the Board.

iii. Illness in Immediate Family: Exclusive of leave provided by federal and state law, the Board, in its discretion, may grant the Superintendent an extended leave of absence without pay, while continuing all other benefits provided herein, for up to 12 weeks for the purpose of caring for a sick member of the Superintendent's immediate family. Immediate family shall be defined as spouse, child or parent, as required and defined by law.

iv. Extensions and Renewals: All extensions and renewals of leaves shall be applied for in writing and may be granted by the Board in its discretion and pursuant to statute.

H. Automobile Allowance

The Superintendent shall be reimbursed for approved travel expenses, including mileage at the State OMB rate, or such other rate as may be permitted by law, in accordance with Board Policy, *N.J.S.A.* 18A:11-12 as may be amended and relevant NJOMB Circulars for travel outside of Bergen County. The Superintendent shall provide personal automobile liability insurance at his own cost and expense.

I. Computer

The Board shall supply the Superintendent with the use of a new laptop computer which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer shall be replaced as necessary. The Superintendent must comply with all District Acceptable Use policies regarding the use of computer devises.

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J. **Cell Phone**

The Board shall supply the Superintendent with the use of a cell phone which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all costs associated with its maintenance. Incidental personal use of the device by the Superintendent shall be permitted. The cell phone shall be replaced as necessary due to reasonable wear and tear. The Superintendent must comply with all District Acceptable Use policies regarding the use of computer devises.

VI. MISCELLANEOUS PROVISIONS

The Board shall, in accordance with *N.J.S.A.* 18A:16-6 and *N.J.S.A.* 18A:16-6.1, provide the Superintendent with statutory indemnification for suits commenced against him while performing within the scope of his duties. The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

VII. TERMINATION OF EMPLOYMENT FOR CAUSE

Upon the termination of the Superintendent's employment pursuant to *N.J.S.A.* 18A:17-20.2, all benefits shall terminate, except as otherwise provided by law or expressly provided for herein.

VIII. MEDICAL EXAMINATION/DISABILITY OF THE SUPERINTENDENT

In the event of disability by illness or incapacity, after the Superintendent's sick leave, vacation and personal days have been exhausted, compensation shall be reinstated only

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after the Superintendent has returned to employment and undertaken the full discharge of his duties. If, in the opinion of the Board, a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of New Jersey. If the examination is performed by a physician or institution, of the Board's choosing, then the cost thereof and of all laboratory tests and medically-indicated diagnostic testing procedures in connection therewith shall be borne by the Board. If the Superintendent desires to use a physician or institution of his own choosing, then the Superintendent must obtain the prior approval of such physician or institution by the Board and the Board shall bear the cost of the exam and the lab tests, and medically-indicated diagnostic testing procedures associated therewith. The approval of the Board shall not be unreasonably withheld.

IX. BOARD AND DISTRICT GOALS / OBJECTIVES

Prior to July 1st of each year, the parties shall meet to establish the Board's and District's goals / objectives for the ensuing years.

X. EVALUATION

On or before June 30th, the Board shall evaluate the performance of the Superintendent in accordance with *N.J.S.A.* 18A:17-20.3. Each evaluation shall be provided to the Superintendent and the Board shall meet to discuss the evaluation. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent as determined by the Board and such other criteria as the State Board of Education may by regulation prescribe.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems

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performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Agreement, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

XI. RENEWAL/EXTENSION OF EMPLOYMENT AGREEMENT

At the conclusion of the term of this Employment Agreement, the Superintendent shall be deemed reappointed for an additional contract term of three (3) years, unless one of the following events shall occur:

A. The parties mutually agree to a new contract or mutually agree to end the Agreement;

B. The Superintendent unilaterally resigns upon ninety (90) days' written notice to the Board.

C. The Board takes action against the Superintendent in accordance with the provisions of *N.J.S.A.* 18A:17-20.2; and/or

D. The Board provides the Superintendent written notice of its intent to not renew the Superintendent's contract on or before February 15, 2019.

XII. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated for the following reasons:

A. Death of Superintendent;

B. The parties agree that in the event the Superintendent's certification is revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation.

C. If the Superintendent is lawfully precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the State

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Board of Education, all provisions of this Employment Agreement shall terminate and the Superintendent's employment shall cease.

D. Under the following circumstances, and subject to *N.J.S.A.* 18A:17-20.2, this Agreement and the Superintendent's employment shall terminate and no compensation shall be paid:

1. Indictment for felony unless subsequently cleared or acquitted;
2. Conviction of a felony;
3. Documented cause such as gross mismanagement, purposeful waste or fraud;
4. Revocation of certification; or
5. Finding(s) of ethical violations by the School Ethics Commission.

E. In the event Superintendent is terminating this Agreement, he shall provide at least ninety (90) days' written notice to the Board.

XIII. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A.* 47A:101, *et seq.*, the Right to Know Law codified at *N.J.S.A.* 47:1A-1, *et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

XIV. PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such

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review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; the board shall determine if any documents so identified may be removed from the Superintendent's personnel record.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

XV. COMPLETE AGREEMENT

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and prior approval of the Executive County Superintendent.

XVI. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the provisions of the Board's policies, or any permissive State of Federal law, then, unless otherwise prohibited by law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term hereof.

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XVII. SAVINGS CLAUSE

If during the term of this Employment Agreement, it is found that a specific clause herein is illegal in Federal or State law, the remainder of the Employment Agreement shall not be affected by such ruling and shall remain in force.

IN WITNESS WHEREOF, the Board has hereunto caused these presents to be executed by its proper corporate officers and its corporate seal to be hereunto affixed and Robert Louis Kravitz has hereunder set his hand and seal the day and year as written below.

Attest:

ENGLEWOOD BOARD OF EDUCATION

_____

Cheryl Baletto, Interim Board Secretary

Dated: _____

_____

Howard L. Haughton, Board President

Dated: _____

Witness:

ROBERT LOUIS KRAVITZ

_____

Dated: _____

_____

Robert Louis Kravitz

Dated: _____

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WARNING: THIS DOCUMENT CONTAINS MULTIPLE SECURITY FEATURES INCLUDING A CHAIN LINK WATERMARK

XXX-XX-4451
Tr# 526338

Cert# 935398

The State of New Jersey

Department of Education
State Board of Examiners

Standard Certificate

This is to certify that

Issued	Expires		County	District
02/14		ROBERT L KRAVITZ	00	0000

Has met all of the requirements established by the State Board of Education and is authorized to serve in the public schools of New Jersey as indicated below:

School Administrator

Christopher D. Cerf
Commissioner of Education

Robert R. Higgins
Secretary, Board of Examiners

SUPERINTENDENT

Detailed Statement of Contract Costs

District: City of Englewood				
Name: Robert Kravitz				
District Grade Span	PreK-12			
On Roll Students as of 10-15		3047		
Yrs. as District Supt._____0_____ Total Yrs.as Supt.____4_____	**Year 1**	**Year 2**	**Year 3**	**Year 4**
Contract Term: 10/1/2015 - 6/30/2019	**2015-2016**	**2016-2017**	**2017-2018**	**2018-2019**
Salary				
Salary (Prorated 10/1/2015-6/30/16 at $167,500)	$ 125,625	$ 165,000	$ 165,000	$ 165,000
High School	$ -	$ 2,500	$ 2,500	$ 2,500
Longevity	$ -	$ -	$ -	$ -
Shared Service	$ -	$ -	$ -	$ -
Total Annual Salary	$ 125,625	$ 167,500	$ 167,500	$ 167,500
Additional Salary				
Quantitative Merit Goals	$ 25,108	$ 25,108	$ 25,108	$ 25,108
Qualitative Merit Goals	$ -	$ -	$ -	$ -
Additional Compensation - Describe:	$ -	$ -	$ -	$ -
Total Additional Salary	$ 25,108	$ 25,108	$ 25,108	$ 25,108
Total Annual Salary plus Additional Salary	$ 150,733	$ 192,608	$ 192,608	$ 192,608
Total Premiums for:				
Health Insurance	$ 28,109	$ 28,109	$ 28,109	$ 28,109
Prescription Insurance	$ -	$ -	$ -	$ -
Dental Insurance	$ 1,206	$ 1,206	$ 1,206	$ 1,206
Vision Insurance	$ 216	$ 216	$ 216	$ 216
Disability Insurance	$ 2,000	$ 2,000	$ 2,000	$ 2,000
Life Insurance	$ -	$ -	$ -	$ -
Other Insurance - Describe:	$ -	$ -	$ -	$ -
Waiver of Benefits	$ -	$ -	$ -	$ -
Section 125 Plan Reimbursements - Describe:	$ -	$ -	$ -	$ -
Total Cost of Premiums	$ 31,531	$ 31,531	$ 31,531	$ 31,531
Less Employee contribution to health benefits as per law	$ 11,036	$ 11,036	$ 11,036	$ 11,036
Total Health Benefit Compensation	$ 20,495	$ 20,495	$ 20,495	$ 20,495
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Professional Development (Capped Amount or Est. Annual Cost)	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Tuition Reimbursement	$ 9,500	$ 9,500	$ 9,500	$ 9,500
Mentoring Expenses - Describe:	$ -	$ -	$ -	$ -
National/State/County/Local/Other Dues	$ 4,000	$ 4,000	$ 4,000	$ 4,000
Subscriptions	$ -	$ -	$ -	$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Computer for Home use, including supplies, maintenance, internet	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Other - Describe:	$ -	$ -	$ -	$ -
Total Other Compensation	$ 19,000	$ 19,000	$ 19,000	$ 19,000
Sick and Vacation Compensation				
Max Paid for Unused Sick Leave Upon Retirement	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Separation/Vacation/Other	$ 21,904	$ 21,904	$ 21,904	$ 21,904
Total Sick and Vacation Compensation	$ 36,904	$ 36,904	$ 36,904	$ 36,904
TOTAL CONTRACT COSTS	$ 227,132	$ 269,007	$ 269,007	$ 269,007
Total Vac.days 24_Holidays_17_ Personal__5____ Total____46____				

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
ONE BERGEN COUNTY PLAZA, SUITE 350
HACKENSACK, NJ 07601-7076
201-336-6875
FAX 201-336-6880

CHRIS CHRISTIE, *GOVERNOR*
KIM GUADAGNO, *LT. GOVERNOR*

DAVID C. HESPE, *COMMISSIONER*
NORAH E. PECK, *INTERIM EXECUTIVE COUNTY SUPERINTENDENT*

September 8, 2015

Ms. Cheryl Balletto
Business Administrator/Board Secretary
Englewood School District
274 Knickerbocker Road
Englewood, NJ 07631

Re: Superintendent Employment Contract

Dear Ms. Balletto:

I have reviewed the employment contract for Robert Louis Kravitz, Superintendent, Englewood School District in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on October 1, 2015, through June 30, 2019.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes. *When the "approved" contract is fully executed, please provide a copy to the County Office.*

Sincerely,

Norah E. Peck
Interim Executive County Superintendent

NEP/HPW/laf

c: Board President (Letter ONLY)
Danielle J.S. Diaz, Human Resources Manager

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Agreement for employment is made and entered into this _____ day of _____ 2015, between the Board of Education of the City of Englewood (hereinafter designated as the "Board") with offices located at 274 Knickerbocker Road, Englewood, New Jersey, and Robert Louis Kravitz (hereinafter "Kravitz" or the "Superintendent").

WITNESSETH

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and Kravitz to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Kravitz is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A.* 18A:17-17; and

WHEREAS, the Board wishes to employ the Superintendent and the Superintendent wishes to be employed by the Board subject to all of the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the forgoing and the mutual covenants and conditions in this agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by and among the parties hereto as follows:

I. TERM OF EMPLOYMENT

The Board in consideration of the promises set forth herein employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools for the Englewood School District (hereinafter referred to as the "District") for a term commencing on or before October 1, 2015 and expiring on June 30, 2019.

II. COMPENSATION

A. The Superintendent's salary during the life of this Agreement shall be as follows:

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On or before October 1, 2015 – June 30, 2016: $167,500 (prorated)

July 1, 2016 – June 30, 2017: $167,500

July 1, 2017 – June 30, 2018: $167,500

July 1, 2018 – June 30, 2019: $167,500

B. The parties agree that in the event that the current regulations governing the amount of the salary cap for superintendent pay is revised, repealed or amended, the parties may renegotiate the salary. The parties mutually acknowledge that any renegotiated salary change would be subject to the notice, hearing and review/approval requirements set forth in *N.J.S.A.* 18A:7-8, *N.J.S.A.* 18A:11-11, and *N.J.A.C.* 6A:23A-3.1.

C. **Annual Merit Bonuses:**

1. The Superintendent shall be eligible for additional annual merit bonus which may be provided, based on the Superintendent's progress toward achieving District goals which are approved and submitted annually to the Executive County Superintendent. These performance-based bonuses may be granted for the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 school years, at an amount up to 14.99% of base salary in each year. The merit bonus shall be based upon the Superintendent's achievement of quantitative merit criterion and/or qualitative merit criterion. For 2015/16, the parties agree to meet within sixty (60) days of the Superintendent commencing employment for the purpose of agreeing upon merit goals (if the parties cannot agree to goals for 2015/16, then no merit will be applied for that year). For each subsequent year of employment, by each August 1st thereafter, the Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year, which merit criteria shall be submitted to the Executive County Superintendent for approval. The Superintendent shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved, and a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved.

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2. Upon completion of each merit goal, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit criteria and/or qualitative merit criteria has been satisfied. Prior to paying any bonus, the Board shall await confirmation and approval from the Executive County Superintendent that the criteria have been satisfied. The Board shall pay the merit bonus within thirty (30) days of the Executive County Superintendent's confirmation and approval that the merit criteria have been satisfied. The parties understand and agree that merit bonuses are non-pensionable compensation.
3. Any such merit bonus will be in accordance with the law and Administrative Code in effect at the time in which they are considered by the Board.
4. This provision shall survive the expiration of this Agreement.

III. CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. Certification:

The Superintendent shall hold a valid and appropriate Certification to act as Superintendent of Schools in the State of New Jersey throughout the term of this Agreement. If at any time during the duration of the Agreement the Superintendent's certification is revoked, this Agreement shall be null and void.

B. Duties:

The Superintendent shall be the chief executive and administrative officer of the District and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District and shall arrange the administrative and supervisory staff including instruction and business affairs which, in his judgment, best serve the District. The Superintendent shall make recommendations for the selection, placement, transfer and dismissal of personnel, both instructional and non-instructional. The Superintendent shall supervise all assistants, all principals, his own office staff and each employee in the District, except for the Board Attorney.

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The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District which may be called to their attention. Any such references must be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend and/or take action.

The Superintendent shall have the right to confer with the School Board Attorney(s) for legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State law. The Superintendent shall attend all Board meetings and has the right to speak at all Board meetings and Board committee meetings, (except where a Rice notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public, or the Superintendent has a conflict of interest). All duties assigned to the Superintendent by the Board and performed by the Superintendent should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy.

The Superintendent's duties which include all such duties established by Board policy, statute and regulations include and are not limited to, the following:

1. Formulation of policy, for approval by the Board, concerning educational programs, organizations, staff, budgets and educational philosophy, and administration of the school system within the framework of the policies adopted by the Board;
2. Interpretation of the policies of the Board as they related to the school programs for the administrative and school staffs:
3. Recommendation of all personnel, including administrative, teaching and support staff in the system for appointments, assignments, transfers, leaves, salary guide increments, demotions or dismissals, in accordance with the policies

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of the Board and consistent with the New Jersey Case Law and the provisions of Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code as each may from time to time be amended;

4. Preparation, with the cooperation of the Secretary of the Board and others concerned, of a consolidated budget for the school system for approval by the Board, and administration of the budget in accordance with the approved policies;
5. Recommendation for adoption of all textbooks and supplementary instructional materials after consultation with the administrative staff. The Superintendent shall be responsible for the selection of teaching equipment, supplies, texts, and related materials;
6. When faced with the necessity of making exceptions to an established policy, he shall be empowered to act in a reasonable and prudent manner. He must immediately submit a written report of his action to the Board of Education;
7. Being a consultant on all plans and specifications for the remodeling, adding to or revision in the school plant where pupil and/or teacher welfare is affected;
8. Preparation of rules and regulations to interpret and implement the established policies of the Board. Such rules and regulations are to be germane to the policies established by the Board, and are to be submitted to the Board for approval;
9. Submission of recommended school calendar to the Board;
10. Submission of a list of recommended health service personnel (e.g., doctor, dentist, optometrist, or like services);
11. Ascertaining that recommendation for student and athletic insurance are presented to the Board prior to the start of the athletic program and the school year;
12. Consulting with staff, at his discretion, relative to educational recommendations and decisions;
13. Assisting in contractual negotiations as directed by the Board of Education; and

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14. Providing a proper educational atmosphere for the development and implementation of innovative educational programs.

The Board shall not substantially increase the duties of the Superintendent by assigning him the permanent duties or responsibilities of another position or title (i.e., dual title) unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this Agreement and such addendum has been approved by the Executive County Superintendent, subject to the applicable salary cap mandates.

C. **Outside Activities:**

The Superintendent shall devote his full time, attention and energy to the business of the District. He may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements and engage in other activities, which are of a short-term duration with the prior consent of the Board, which consent shall not be unreasonably withheld and may receive compensation, remuneration or honorarium provided that such activities do not interfere with the duties of the Superintendent.

IV. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation in the following:

A. Operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or school board associations;

B. Seminars and courses offered by public or private educational institution;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

D. Visits to other institutions; and

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E. Other activities promoting the professional growth of the Superintendent.

F. Each school year, the Superintendent shall be permitted to attend the New Jersey School Boards Association convention, the New Jersey Association of School Administrators conference, and the American Association of School Administrators (AASA) national convention. The Superintendent, subject to Board approval, may attend two additional State and National conventions, so long as they are reasonable and education based conferences. The Board, in accordance with *N.J.S.A.* 18A:11-12 and Board Policy shall pay for the Superintendent's convention registration, travel to and from the convention, meals, and reasonable hotel charges incurred in connection with such conventions consistent with the established state rates for travel and the prescribed procedures for reimbursement. Such reimbursement shall be consistent with current OMB Circulars and allowances for overnight travel subsistence and travel expenses. The Board shall grant the Superintendent professional release time to attend and participate in such conferences and conventions. Additionally, the Board shall pay for personal professional membership dues of the Superintendent not to exceed three in total and not to exceed Four Thousand ($4,000) Dollars *per annum.*

G. In an effort to encourage the Superintendent to take courses that will improve his effectiveness and value to the District, the Board agrees to pay one hundred percent (100%) of the Superintendent's tuition charges and other course related fees for any course work that the Superintendent elects to take, to a maximum of 24 credits per year at the established Rutgers University doctoral graduate program rates in effect at the time of enrollment, not to exceed $9,500 per year, provided that the coursework relates to the Superintendent's position and responsibilities and that same is approved in advance by the Board.

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V. BENEFITS AND ENTITLEMENTS

A. Vacation Time

i. The annual vacation period shall be twenty-four (24) working days (prorated at 2.0 days per month for any partial school year period).

ii. If the Superintendent is unable to use his vacation leave in a given year due to business demands, any unused vacation leave may be carried over only into the next succeeding year consistent with *N.J.S.A.* 18A:30-9 and *N.J.A.C* 6A:23A-3.1(e)8. Except in the year of the Superintendent's separation from employment, all days carried over must be used in the subsequent year or they will be lost.

iii. In determining vacation entitlement, Saturdays, Sundays, and legal holidays shall not be counted.

iv. In the event that the Superintendent retires or resigns during the performance of this Employment Agreement, vacation days shall be earned on a pro-rated basis. Upon separation from employment, the Superintendent shall be paid for all unused accumulated vacation days at the Superintendent's daily rate of pay, based upon a 260-day work year. Any such payment shall be made within thirty (30) days of the Superintendent's last day of employment.

v. Payment to Estate: If the Superintendent dies before his term under this Agreement is completed, payment for his accumulated vacation days shall be made to his estate.

B. Sick Leave

i. Sick leave is defined to mean the absence from the Superintendent's post of duty because of personal disability due to illness, injury, other medical/dental reason, or because the Superintendent has been excluded from school by the school's medical authorities on account of a contagious disease or because of being quarantined for such a disease.

ii. The Superintendent shall be entitled to twelve (12) sick days per year with pay.

iii. Unused sick days shall be cumulative and without limit. However, payment for unused sick leave shall be consistent with *N.J.S.A.* 18A:30-3.5. This supplemental

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payment for accumulated sick days shall only be payable at the time of retirement and shall not be paid to the Superintendent's estate or beneficiaries in the event of the Superintendent's death prior to retirement.

iv. Upon retirement and in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, and *N.J.S.A.* 18A:30-3.5, the Board shall provide compensation for accumulated sick leave days at the current per diem rate (annual salary divided by 260 days = amount per day) up to a maximum amount of $15,000. Any such payment shall be made within thirty (30) days of the Superintendent's last day of employment.

C. <u>Personal Days</u>

The Superintendent shall be entitled to five (5) days of personal leave with pay in each school year for the conduct of personal business that the Superintendent is unable to conduct outside of the usual work day. Unused personal leave days shall convert and accumulate to sick leave subject to a maximum accumulation of fifteen (15) sick days per school year, and shall be governed by Section B.

D. <u>Holidays</u>

The Superintendent shall be entitled to time off with pay on the following holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Day following Thanksgiving, Christmas Eve, Christmas Day, the Day following Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Easter Monday, Memorial Day, Rosh Hashanah and Yom Kippur, and any other State or Federal holidays observed by the District.

E. <u>Bereavement Leave</u>

Absences because of the death of family or a close relation in the employee's immediate family (including father, mother, spouse, child, brother, sister), or because of the death of another relative (grandmother, grandfather, grandchild, mother-in-law, father-in-law, or anyone making his/her home with the

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Superintendent's family and regarded as a member of the family) shall be allowed a period of five (5) days with full pay.

F. **Health Insurance**

The Superintendent shall be entitled to the following insurance benefits at the cost of the Board:

i. Enrollment in the District's hospitalization and medical insurance program, dental insurance program, prescription insurance program, and vision insurance program, including family coverage, if applicable. If this insurance is taken, the Superintendent shall be held to the applicable health benefits deduction/rule as established by the New Jersey Division of Pension and Benefits and Chapter 78 of the Laws of 2011.

ii. If, after completing his first year of employment, the Superintendent chooses to waive health insurance benefits because he is covered by health insurance through another source (and provides proof of such coverage), he will be given a cash incentive equal to 25% of the lowest cost plan that the District offers, at the coverage level he would have selected, with the amount not to exceed $5,000 as per State Regulations.

iii. The Board shall pay 100% of the premium of the Superintendent's disability insurance policy or in the alternative, reimburse the Superintendent up to $2,000.00 per school year towards the annual premium for a disability income protection policy selected by him.

iv. The Board shall provide the Superintendent a §125 cafeteria plan in accordance with P.L. 2011, ch. 78, as is currently available to other administrators.

G. **Extended Leaves of Absence**

i. In the event a long-term disability exhausts the accumulated sick leave, the Superintendent may request that the Board of Education provide extended sick leave. The Board of Education will give most careful consideration to all such requests.

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ii. Also, the Superintendent may request additional professional leave time, which request shall be approved by the Board in its sole discretion, to attend conferences, seminars and the like when requested by the United States Department of Education or the New Jersey Department of Education. If any honorarium is paid to the Superintendent for the provision of services, such honorarium or stipend shall be returned to the Board.

iii. Illness in Immediate Family: Exclusive of leave provided by federal and state law, the Board, in its discretion, may grant the Superintendent an extended leave of absence without pay, while continuing all other benefits provided herein, for up to 12 weeks for the purpose of caring for a sick member of the Superintendent's immediate family. Immediate family shall be defined as spouse, child or parent, as required and defined by law.

iv. Extensions and Renewals: All extensions and renewals of leaves shall be applied for in writing and may be granted by the Board in its discretion and pursuant to statute.

H. Automobile Allowance

The Superintendent shall be reimbursed for approved travel expenses, including mileage at the State OMB rate, or such other rate as may be permitted by law, in accordance with Board Policy, *N.J.S.A.* 18A:11-12 as may be amended and relevant NJOMB Circulars for travel outside of Bergen County. The Superintendent shall provide personal automobile liability insurance at his own cost and expense.

I. Computer

The Board shall supply the Superintendent with the use of a new laptop computer which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer shall be replaced as necessary. The Superintendent must comply with all District Acceptable Use policies regarding the use of computer devises.

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J. **Cell Phone**

The Board shall supply the Superintendent with the use of a cell phone which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all costs associated with its maintenance. Incidental personal use of the device by the Superintendent shall be permitted. The cell phone shall be replaced as necessary due to reasonable wear and tear. The Superintendent must comply with all District Acceptable Use policies regarding the use of computer devises.

VI. MISCELLANEOUS PROVISIONS

The Board shall, in accordance with *N.J.S.A.* 18A:16-6 and *N.J.S.A.* 18A:16-6.1, provide the Superintendent with statutory indemnification for suits commenced against him while performing within the scope of his duties. The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

VII. TERMINATION OF EMPLOYMENT FOR CAUSE

Upon the termination of the Superintendent's employment pursuant to *N.J.S.A.* 18A:17-20.2, all benefits shall terminate, except as otherwise provided by law or expressly provided for herein.

VIII. MEDICAL EXAMINATION/DISABILITY OF THE SUPERINTENDENT

In the event of disability by illness or incapacity, after the Superintendent's sick leave, vacation and personal days have been exhausted, compensation shall be reinstated only

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after the Superintendent has returned to employment and undertaken the full discharge of his duties. If, in the opinion of the Board, a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of New Jersey. If the examination is performed by a physician or institution, of the Board's choosing, then the cost thereof and of all laboratory tests and medically-indicated diagnostic testing procedures in connection therewith shall be borne by the Board. If the Superintendent desires to use a physician or institution of his own choosing, then the Superintendent must obtain the prior approval of such physician or institution by the Board and the Board shall bear the cost of the exam and the lab tests, and medically-indicated diagnostic testing procedures associated therewith. The approval of the Board shall not be unreasonably withheld.

IX. BOARD AND DISTRICT GOALS / OBJECTIVES

Prior to July 1st of each year, the parties shall meet to establish the Board's and District's goals / objectives for the ensuing years.

X. EVALUATION

On or before June 30th, the Board shall evaluate the performance of the Superintendent in accordance with *N.J.S.A.* 18A:17-20.3. Each evaluation shall be provided to the Superintendent and the Board shall meet to discuss the evaluation. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent as determined by the Board and such other criteria as the State Board of Education may by regulation prescribe.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems

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performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Agreement, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

XI. RENEWAL/EXTENSION OF EMPLOYMENT AGREEMENT

At the conclusion of the term of this Employment Agreement, the Superintendent shall be deemed reappointed for an additional contract term of three (3) years, unless one of the following events shall occur:

A. The parties mutually agree to a new contract or mutually agree to end the Agreement;

B. The Superintendent unilaterally resigns upon ninety (90) days' written notice to the Board.

C. The Board takes action against the Superintendent in accordance with the provisions of *N.J.S.A.* 18A:17-20.2; and/or

D. The Board provides the Superintendent written notice of its intent to not renew the Superintendent's contract on or before February 15, 2019.

XII. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated for the following reasons:

A. Death of Superintendent;

B. The parties agree that in the event the Superintendent's certification is revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation.

C. If the Superintendent is lawfully precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the State

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Board of Education, all provisions of this Employment Agreement shall terminate and the Superintendent's employment shall cease.

D. Under the following circumstances, and subject to *N.J.S.A.* 18A:17-20.2, this Agreement and the Superintendent's employment shall terminate and no compensation shall be paid:

1. Indictment for felony unless subsequently cleared or acquitted;
2. Conviction of a felony;
3. Documented cause such as gross mismanagement, purposeful waste or fraud;
4. Revocation of certification; or
5. Finding(s) of ethical violations by the School Ethics Commission.

E. In the event Superintendent is terminating this Agreement, he shall provide at least ninety (90) days' written notice to the Board.

XIII. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A.* 47A:101, *et seq.*, the Right to Know Law codified at *N.J.S.A.* 47:1A-1, *et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

XIV. PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such

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review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; the board shall determine if any documents so identified may be removed from the Superintendent's personnel record.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

XV. COMPLETE AGREEMENT

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and prior approval of the Executive County Superintendent.

XVI. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the provisions of the Board's policies, or any permissive State of Federal law, then, unless otherwise prohibited by law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term hereof.

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XVII. SAVINGS CLAUSE

If during the term of this Employment Agreement, it is found that a specific clause herein is illegal in Federal or State law, the remainder of the Employment Agreement shall not be affected by such ruling and shall remain in force.

IN WITNESS WHEREOF, the Board has hereunto caused these presents to be executed by its proper corporate officers and its corporate seal to be hereunto affixed and Robert Louis Kravitz has hereunder set his hand and seal the day and year as written below.

Attest:

ENGLEWOOD BOARD OF EDUCATION

_____

Cheryl Baletto, Interim Board Secretary

Dated: _____

_____

Howard L. Haughton, Board President

Dated: _____

Witness:

ROBERT LOUIS KRAVITZ

_____

Dated: _____

_____

Robert Louis Kravitz

Dated: _____

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WARNING: THIS DOCUMENT CONTAINS MULTIPLE SECURITY FEATURES INCLUDING A CHAIN LINK WATERMARK

XXX-XX-4451
Tr# 526338

Cert# 935398

The State of New Jersey

Department of Education
State Board of Examiners

Standard Certificate

This is to certify that

Issued	Expires		County	District
02/14		ROBERT L KRAVITZ	00	0000

Has met all of the requirements established by the State Board of Education and is authorized to serve in the public schools of New Jersey as indicated below:

School Administrator

Christopher D. Cerf
Commissioner of Education

Robert R. Higgins
Secretary, Board of Examiners

SUPERINTENDENT

Detailed Statement of Contract Costs

District: City of Englewood				
Name: Robert Kravitz				
District Grade Span	PreK-12			
On Roll Students as of 10-15		3047		
Yrs. as District Supt._____0_____ Total Yrs.as Supt.____4_____	**Year 1**	**Year 2**	**Year 3**	**Year 4**
Contract Term: 10/1/2015 - 6/30/2019	**2015-2016**	**2016-2017**	**2017-2018**	**2018-2019**
Salary				
Salary (Prorated 10/1/2015-6/30/16 at $167,500)	$ 125,625	$ 165,000	$ 165,000	$ 165,000
High School	$ -	$ 2,500	$ 2,500	$ 2,500
Longevity	$ -	$ -	$ -	$ -
Shared Service	$ -	$ -	$ -	$ -
Total Annual Salary	$ 125,625	$ 167,500	$ 167,500	$ 167,500
Additional Salary				
Quantitative Merit Goals	$ 25,108	$ 25,108	$ 25,108	$ 25,108
Qualitative Merit Goals	$ -	$ -	$ -	$ -
Additional Compensation - Describe:	$ -	$ -	$ -	$ -
Total Additional Salary	$ 25,108	$ 25,108	$ 25,108	$ 25,108
Total Annual Salary plus Additional Salary	$ 150,733	$ 192,608	$ 192,608	$ 192,608
Total Premiums for:				
Health Insurance	$ 28,109	$ 28,109	$ 28,109	$ 28,109
Prescription Insurance	$ -	$ -	$ -	$ -
Dental Insurance	$ 1,206	$ 1,206	$ 1,206	$ 1,206
Vision Insurance	$ 216	$ 216	$ 216	$ 216
Disability Insurance	$ 2,000	$ 2,000	$ 2,000	$ 2,000
Life Insurance	$ -	$ -	$ -	$ -
Other Insurance - Describe:	$ -	$ -	$ -	$ -
Waiver of Benefits	$ -	$ -	$ -	$ -
Section 125 Plan Reimbursements - Describe:	$ -	$ -	$ -	$ -
Total Cost of Premiums	$ 31,531	$ 31,531	$ 31,531	$ 31,531
Less Employee contribution to health benefits as per law	$ 11,036	$ 11,036	$ 11,036	$ 11,036
Total Health Benefit Compensation	$ 20,495	$ 20,495	$ 20,495	$ 20,495
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Professional Development (Capped Amount or Est. Annual Cost)	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Tuition Reimbursement	$ 9,500	$ 9,500	$ 9,500	$ 9,500
Mentoring Expenses - Describe:	$ -	$ -	$ -	$ -
National/State/County/Local/Other Dues	$ 4,000	$ 4,000	$ 4,000	$ 4,000
Subscriptions	$ -	$ -	$ -	$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Computer for Home use, including supplies, maintenance, internet	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Other - Describe:	$ -	$ -	$ -	$ -
Total Other Compensation	$ 19,000	$ 19,000	$ 19,000	$ 19,000
Sick and Vacation Compensation				
Max Paid for Unused Sick Leave Upon Retirement	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Separation/Vacation/Other	$ 21,904	$ 21,904	$ 21,904	$ 21,904
Total Sick and Vacation Compensation	$ 36,904	$ 36,904	$ 36,904	$ 36,904
TOTAL CONTRACT COSTS	$ 227,132	$ 269,007	$ 269,007	$ 269,007
Total Vac.days 24_Holidays_17_ Personal__5____ Total____46____				

A UNIFORM STATE MEMORANDUM OF AGREEMENT BETWEEN EDUCATION AND LAW ENFORCEMENT OFFICIALS

2015 Revisions*

Approved by the New Jersey Department of Law & Public Safety and the New Jersey Department of Education

*This document is a revision of the 1988, 1992, 1999, 2007 and 2011, versions of the State Memorandum of Agreement approved by the Attorney General and the Commissioner of Education and which is required in N.J.A.C. 6A:16-6.2(b)13 through 14.

*The regulations at N.J.A.C. 6A:16, Programs to Support Student Development are reviewed as new laws are passed and amendments may be presented to the State Board of Education. All related statutory language preempts any conflicts or inconsistencies with these regulations.

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Article 1. Preamble; Statement of Policy, Findings, and Objectives.

1.1. The Predecessor Agreements.

In 1988, the Department of Law & Public Safety and the Department of Education issued a model agreement for use by local law enforcement and education officials. These agreements were eventually signed in communities across the state and documented the commitment by both professional communities to work together as co-equal partners to address the state's alcohol and other drug problems as they relate to school-age children. Regulations promulgated by the State Board of Education and codified at N.J.A.C. 6A:16-6.2(b)13 through 14 establish uniform statewide policies and procedures for ensuring cooperation between education officials and law enforcement agencies; these policies and procedures are consistent with and complementary to the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials approved by the Attorney General and the Commissioner of Education. The Memorandum of Agreement (Agreement) was revised by the Commissioner of Education and the Attorney General in 1992 and again in 1999 to account for new developments with respect to the scope and nature of the State's evolving alcohol and other drug problem and to address the problem of firearms and other weapons brought on to school grounds. The 2007 revisions, for the first time, addressed school safety and security, harassment, intimidation and bullying, hazing, gang reporting, computer crimes, station house adjustments, school law enforcement units, School Violence Awareness Week and other current issues of concern and provide clarification on issues such as child abuse reporting. The 2011 revisions have been made in response to the *Anti-Bullying Bill of Rights Act* (P.L.2010, c.122) and to address the assistance provided to attendance officers handling truancy matters. The 2015 version of the Agreement is in response to new provisions of State law that went into effect after the 2011 Agreement was disseminated, including the Overdose Prevention Act, N.J.S.A. 2C:35-30 and N.J.S.A. 2C:35-31, and cyber-harassment, N.J.S.A. 2C:33-4.1. Issues that have been recently brought to the forefront, including Article 8.6, Hazing, and Article 8.9, Coordination of HIB and Criminal Investigations, have also been revised and clarified to assist school officials and law enforcement in their efforts. Additionally, relevant laws that had been previously omitted are now included, such as the Compassionate Use Medical Marijuana Act, N.J.S.A. 24:6I-1, and self-administration of medication by students for specific medical conditions, N.J.S.A. 18A:40-12.3.

1.2. Nature of the Problem.

The 1988, 1992, 1999, 2007, 2011 and 2015 issues of the Memoranda of Agreement have been designed to ensure cooperation between law enforcement and education officials and ultimately to protect the educational environment. The undersigned parties hereby recognize the need to update the Memorandum of Agreement and to reaffirm the commitment to work together as equal partners in addressing evolving problems and emergencies of mutual concern. Recent events in New Jersey and throughout the nation have made clear that while schools are generally safe places for students and staff members, a wide range of offenses are occasionally committed on school grounds[1]. These offenses against persons or property may involve the actual or threatened infliction of bodily injury, the unlawful use or possession of firearms or other dangerous weapons, dealing or use of illicit controlled dangerous substances, arson or fire-setting activities, sexual assault and criminal sexual contact, bias crimes, illegal gambling, vandalism, and theft. It is understood and agreed that the commission of these types of offenses on school grounds, whether directed at students, school employees, or school grounds, not only undermines the educational environment, but can directly endanger the safety and well-being of members of the school community and thus requires an appropriate and decisive response. It is further understood and agreed that there is a demonstrable need for law enforcement and education officials to cooperate and to share information, as appropriate, to address acts of violence or potential acts of violence by students that may occur off school grounds or at times other than during regular school hours, and that may involve victims or potential victims that are not members of the school community. Experience has shown that violent acts committed by children off school grounds can have serious deleterious effects upon the school community, just as acts of violence committed on school grounds can lead to further violence or retaliation at other places.

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[1]*Pursuant to N.J.A.C. 6A:16-1.3, "School grounds" means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider. School grounds also includes school buses, school-sponsored functions, structures that support the buildings, such as school district wastewater treatment facilities, generating facilities, and other central service facilities including, but not limited to, kitchens and maintenance shops. School grounds also includes other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds, and recreational places owned by municipalities, private entities or other individuals during those times when the school district has exclusive use of a portion of the land.*

1.3. Reasons for Special Concern.

The parties to this Memorandum of Agreement are aware of and remain concerned by recent events that have occurred throughout the nation involving violence committed by youth and violence committed on youth by outsiders. The parties further recognize that no school is immune from the disruptive influence of alcohol and other drug abuse and distribution, vandalism, and violence. It is not our intention to cause undue alarm or to overstate the nature or magnitude of the problem. Nor is it our intention in any way to jeopardize the rights of students. To the contrary, we wish to emphasize that our goal is to safeguard the essential right of all students and school employees to enjoy the benefits of a school environment which is conducive to education and which is free of the disruptive influence of crime, violence, intimidation and fear. Accordingly, the parties to this Agreement recognize the need to have in place policies and procedures to appropriately and decisively manage these inherently dangerous and disruptive situations. It is our hope and expectation that by developing and publicizing the existence of clear policies, we can discourage the commission of serious offenses on school grounds and thereby protect the safety and welfare of all members of the school community. In developing these policies and procedures, it is understood that it is a crime for any person to knowingly have in his or her possession any firearm on school grounds without the written authorization of the governing officer of the institution. See N.J.S.A. 2C:39-5e and N.J.A.C. 6A:16-5.5(j) and 5.6(j). It is agreed and understood that this statute and these regulations are designed to protect children and the educational environment, and that violations are especially serious matters that warrant a prompt referral to, and response by, law enforcement authorities. Finally, it is understood that it is a crime for any person to dispose of any such weapon, or any firearm unless he or she is licensed or registered to do so (N.J.S.A. 2C:39-9d).

1.4. Benefit of Referrals to Law Enforcement Authorities.

It is understood that law enforcement officials have access to confidential information that may document that a juvenile offender has previously committed acts of delinquency outside of school grounds and about which school officials may therefore be unaware. These confidential law enforcement records may concern prior juvenile arrests, adjudications, dispositions, referrals to juvenile conference committees and station house adjustments. For this reason, the failure by school officials to refer a suspected offense to law enforcement authorities may unwittingly prevent the professional actors within the juvenile justice system, including law enforcement and family court officials, from identifying and dealing appropriately with juvenile offenders, and may thus prevent these actors from taking the steps that are necessary and appropriate to intervene, to address the juvenile's problems in a timely fashion and to protect the public safety. In order to enable school officials to make a more informed decision regarding whether to refer a suspected act of delinquency to law enforcement authorities, the parties to this Agreement understand the need for, and benefit of, establishing procedures by which law enforcement officials can explain the workings of the juvenile justice system and the options, services and resources that are available through that system to respond to juveniles' needs. It is expected that such ongoing dialogue will enable school officials to understand the likely

consequences of a referral involving a given offense. It also is hoped that in this way, law enforcement and school officials can work to dispel many of the myths about the juvenile justice system, and to develop a better understanding of the resources available to address the needs of juveniles who enter into this system or who are at risk of entering the system.

1.5. Anabolic Steroids, "Jimson Weed," and "Date Rape" Drugs.

The parties to this Agreement understand that in 1991, the New Jersey Commissioner of Health promulgated rules and regulations which classify anabolic steroids as Schedule III controlled dangerous substances. The parties to this Agreement recognize that the problem of the unlawful use of anabolic steroids by school-age children is a particularly serious one, and that this problem is not limited to student athletes, but also involves students who use these especially dangerous substances with the intent to enhance their physical appearance. The parties to this Agreement recognize that these substances often have profound, long-term adverse side effects, and that their unlawful use by children cannot be tolerated. The parties to this Agreement also understand that it is illegal in New Jersey to use, possess, or distribute any stramonium preparation, commonly referred to as "Jimson weed", and that it also is illegal for any person to distribute or possess substances sometimes referred to as "date rape" drugs, including gamma hydroxybutyrate (GHB), Rohypnol (roofies), and flunitrazepam (N.J.S.A. 2C:35-5.2 and 5.3, effective August 8, 1997; N.J.S.A. 2C:35-2 and 2C:35-10.5).

1.6. Alcohol Consumption.

The parties to this Agreement recognize that public attention has been focused on the problem of alcohol consumption on school grounds. Surveys of New Jersey's high school students consistently report that alcohol continues to be by far the most commonly used chemical substance by school-age children. The parties to this Agreement recognize and reaffirm that alcohol remains an illicit substance for underage persons, and that alcohol offenses, especially those occurring on school grounds, are serious matters that warrant a decisive and predictable response.

1.7. Prosecution of Drug Offenses.

On May 14, 1998, the Attorney General issued Directive 1998-1 to establish uniform standards and criteria for prosecuting cases under the Comprehensive Drug Reform Act. The Attorney General Directive recognizes that reports of studies indicate that the high rates of drug use by school-age children remain a serious concern. In order to reverse this disturbing trend, the Attorney General Directive made clear that it is a prosecutor's responsibility to deter drug offenses by sending the strongest possible message that there are serious legal consequences for engaging in this form of criminal behavior, and that the law enforcement community is committed to making certain that juvenile drug offenders will be held accountable through the

imposition of the mandatory non-incarcerative sanctions prescribed in the Comprehensive Drug Reform Act, including the suspension or postponement of driving privileges, the payment of mandatory Drug Enforcement and Demand Reduction cash penalties based upon the degree of the offense involved, and the requirement that juvenile drug offenders perform at least 100 hours of community service if the offense occurred on or within a drug-free school zone. Attorney General Directive 1998-1 further recognizes that the general and special deterrent effect of these non-incarcerative sanctions would be seriously eroded if juveniles taken into custody for provable drug offenses were to report to their classmates and friends that these sanctions were not imposed. Moreover, the Directive establishes that it is contrary to public policy and the clearly-expressed intention of the Legislature to foster the appearance that a juvenile is entitled to one "free" drug offense before the statutorily-mandated non-incarcerative sanctions will actually be imposed. Accordingly, the Directive requires prosecutors to seek imposition of these sanctions in all cases, including those that are diverted to a Juvenile Conference Committee, an Intake Services Conference, a Juvenile Family-Crisis Intervention Unit, or any other diversion program.

1.8. Liaisons to School Districts and Law Enforcement Agencies.

It is recognized and agreed that without ongoing active communication and cooperation among school and law enforcement officials the goals of this Agreement cannot be achieved. For this reason, Article 2 of this Agreement requires that law enforcement agencies and school districts designate one or more liaisons.

1.9. Training Requirements.

School districts and law enforcement agencies will comply with the training requirements of P.L. 2005, c. 276, (N.J.S.A. 52:17B-71.8; N.J.S.A. 18A:17-43.1) for safe schools resource officers and for school liaisons to law enforcement, as soon as practicable. As recognized by Article 13.5 of this Agreement, the presence of a safe schools resource officer — a police officer that complies with the statutorily mandated training requirements — can enhance not only school safety and security but also the relationships between school children, education officials, and law enforcement.

1.10. Stationhouse Adjustments.

All municipal and other law enforcement agencies having patrol jurisdiction within the State of New Jersey shall make stationhouse adjustments available as a method of handling minor juvenile delinquency offenses within their jurisdiction. See Attorney General Directive 2008-2, Attorney General Guidelines for Stationhouse Adjustment of Juvenile Delinquency Offenses. A stationhouse adjustment is an alternative method that law enforcement agencies

may use in their discretion to handle first-time juvenile offenders who have committed minor juvenile delinquency offenses within their jurisdiction. The availability of a stationhouse adjustment as a method of handling minor juvenile delinquency offenses does not require law enforcement agencies to use it unless they determine it is appropriate to do so. The intent of the stationhouse adjustment program is to provide for immediate consequences, such as community service or restitution and a prompt and convenient resolution for the victim, while at the same time benefitting the juvenile by avoiding the stigma of a formal juvenile delinquency record. In many instances, this early intervention will deter the youth from continuing their negative behavior and divert the youth from progressing further into the juvenile justice system.

Since no charge is filed, the school need not be provided notice of a stationhouse adjustment and need not be involved in the process. However, when the school district is a victim of a minor juvenile offense, such as a minor theft or offense involving trespass or the destruction of school grounds, the school shall be notified and should be included in the stationhouse adjustment process, in the same manner as any other victim.

1.11. Juvenile Conference Committees.

The parties to this Agreement endorse the continued use of Juvenile Conference Committees (JCCs). JCCs present an invaluable alternative to adjudicating matters involving alleged juvenile offenders. The JCC is a panel of citizens appointed by the judge assigned to the Family Division of Superior Court. The juvenile, parent/guardian, and complainant/victim voluntarily discuss the offense and related matters with the JCC. The JCC does not have the authority to determine guilt or innocence. Rather, the JCC considers all of the facts and makes a recommendation to the Family Division judge. The proposed resolution should aid in the juvenile's rehabilitation, and may include conditions such as curfew, counseling, evaluation, community service, or restitution. These recommendations and conditions, if approved by the judge, become a court order that is monitored by the JCC. Upon successful completion of the condition, the case against the juvenile is dismissed. JCCs are authorized under N.J.S.A. 2A:4A-75 and R. 5:25.

JCCs represent a partnership between the Judiciary and the citizenry of New Jersey to provide expanded services to youth at risk. The JCC program provides the opportunity for focused intervention for youth and families within the community of residence and helps to build the collaboration between the court and the community that is necessary to respond effectively to juvenile delinquency.

1.12. Designer Drugs.

Over the years, modifications to controlled dangerous substances (CDS) have resulted in the creation of "designer drugs." Structurally or functionally similar to banned CDS, designer

drugs are created to mimic the effects of a CDS, while initially avoiding the CDS classification and therefore giving the illusion of legality to these products. In recent years, designer drugs such as "bath salts" (synthetic cathinones) and "synthetic marijuana" (synthetic cannabinoids) have increased in popularity, resulting in initial widespread availability. Many of these products were and continue to be falsely labeled as "not for human consumption," "for novelty use only," "plant food" or "bath salts" to conceal from law enforcement their true nature.

Due to the danger of these products, especially among youth in New Jersey, the Division of Consumer Affairs acted to ban synthetic cannabinoids. See February 28, 2012 Order of Thomas Calcagni, former Director of the Division of Consumer Affairs. The United States Drug Enforcement Administration followed, subsequently scheduling many synthetic cannabinoids and cathinones as controlled substances, therefore outlawing them. However, the manipulation of chemical compounds to avoid the controlled substance designation while providing the same effects as the banned substances continues, and both educators and law enforcement must be mindful of designer drugs in school settings and among our youth.

1.13. Prescription Controlled Dangerous Substances.

The Centers for Disease Control and Prevention classified prescription drug abuse as the fastest growing drug problem in the United States. Rates of prescription drug misuse (when an individual uses a medication for a reason other than prescribed or in a different manner than prescribed, or when an individual takes a medication not prescribed for him or her) and abuse are increasing at alarming rates, especially among youth. Because these medications are incorrectly believed to be safer because they are manufactured by companies, the dangers and potential for abuse associated with these medications is often overlooked or ignored. Access to these substances is also easier than with traditional CDS, as they are often located in the home medicine cabinet.

The Substance Abuse and Mental Health Services Administration (SAMHSA), a federal health agency, reported that in 2008, 52 million persons in the United States age 12 or older had used prescription drugs non-medically at least once in their lifetime, and 6.2 million had used them in the past month. SAMHSA also reported that between 1998 and 2008, there was a 400 percent increase in substance abuse treatment admissions for opioid prescription pain relievers, underscoring the ready availability of these medications. Educators must be mindful that, absent a filed certification and medical plan as described in Section 4.1, students should not be in possession of CDS prescription medication on school grounds. Moreover, the prevalence of prescription medication has led to an increase in misuse of prescription CDS stimulants among youth as study aids, and among prescription opioids and benzodiazepines as party drugs. Medications such as prescription opioids also clearly serve as a gateway to heroin. Educators and law enforcement must focus on evidence-based prevention education and be alert for signs and symptoms of misuse and abuse in our students

Article 2. Liaisons; Law Enforcement Units.

2.1. Liaisons.

We, ***John L. Molinelli, Bergen County Prosecutor*** and ***Englewood Police Department*** shall each designate one or more persons to serve as a liaison to appropriate local and county school officials.

The ***Ms. Norah, Interim Executive County Superintendent*** and the ***Dr. Michelle James, Interim Superintendent of Englewood Public Schools***, pursuant to N.J.A.C. 6A:16-6.2(b)1, shall similarly designate one or more persons to serve as a liaison to the county prosecutor's office and to the respective local law enforcement agency. In many districts this liaison(s) may be the vice-principal, school social worker, student assistance coordinator, guidance counselor, or other staff member. The roles and functions of these liaisons are to:

- facilitate communication and cooperation;
- identify issues or problems that arise in the implementation of this Agreement and facilitate the resolution of any such problems;
- act as the primary contact person between the schools and the affected law enforcement agencies;
- act together in developing joint training and other cooperative efforts, including information exchanges and joint speaking engagements;
- coordinate drug and alcohol abuse and violence intervention and prevention efforts; and
- consult on the review of school safety and security plans, pursuant to N.J.A.C. 6A:16-5.1, and the review of approved model policies of the School Security Task Force.

2.2. Creation of Law Enforcement Units as Authorized by the Family Educational Rights and Privacy Act (FERPA).

Each school district shall consider designating one or more law enforcement units for the district, as provided under FERPA (Family Education Rights Privacy Act), pursuant to 20 U.S.C. 1232g(a)(4)(ii) and 34 C.F.R. 99.8. The term "law enforcement unit" means any individual, office, department, division or other component of an educational agency or institution, such as a school administrator or a unit of commissioned police officers or non-commissioned security guards, that is officially authorized or designated by that agency or institution to enforce any local, State or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State or Federal law against any individual or organization other than the agency or

institution itself; or maintain the physical security and safety of the agency or institution. [34 C.F.R. 99.8(a)(1)]. The law enforcement unit may be only one person, and does not have to be a law enforcement officer. All school security equipment shall be the responsibility of the law enforcement unit. All school security records, including but not limited to, school security campus or school bus videotapes, records relating to weapons screening devices, visitor logs, and any records of interviews relating to potential violations of the law are created and maintained by the designated law enforcement unit. These records are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(B)(ii)] and may be voluntarily turned over to law enforcement without a subpoena. See also Article 4.3.3 of this Agreement.

2.3. Inquiries Regarding Law Enforcement Operations.

All inquiries or complaints received by school personnel regarding interviews, investigations, arrests or other operations conducted by sworn law enforcement officers shall be directed to the appropriate law enforcement agency. This shall apply to inquiries from parents, guardians, the press or any other sources. A school official receiving such an inquiry or complaint shall also notify the appropriate law enforcement agency of the nature of the inquiry or complaint (N.J.A.C. 6A:16-6.3).

Article 3. Law Enforcement Operations.

3.1. Definitions

As used in this Agreement:

"Controlled Dangerous Substance" shall mean a drug, substance or immediate precursor as defined at N.J.S.A. 2C:35-2, and shall include controlled substance analogs. Pursuant to regulations adopted by the Department of Health, the term includes anabolic steroids, and shall also be deemed to include "Jimson weed" (stramonium preparation) and gamma hydroxybutyrate (GHB), Rohypnol (roofies), and flunitrazepam (N.J.S.A. 2C:35-5.2 and 5.3).

"*Deadly weapon*" means any weapon or device within the meaning of N.J.S.A. 2C:39-1r or 2C:39-3. and includes any device readily capable of lethal use or of inflicting serious bodily injury, including, but not limited to, gravity knives, switchblade knives, daggers, dirks, stilettos, or other dangerous knives, blackjacks, bludgeons, metal knuckles, cesti or similar leather bands studded with metal filings or razor blades embedded in wood and any weapon or other device which projects, releases or emits tear gas or any other substance intended to produce temporary physical, discomfort or permanent injury through being vaporized or otherwise dispensed in the air (i.e., mace, pepper spray, paintball guns). Deadly weapon also means any ammunition for a firearm.

"*Firearm*" means any firearm within the meaning of N.J.S.A. 2C:39-1f, and includes any handgun, rifle, shotgun, machine gun or automatic or semiautomatic rifle regardless of whether such firearm is operable or loaded with ammunition. The term includes "BB" and "air" guns.

"*Operating School Hours*" shall include the time in which a school is in session or when students are engaged in school related activities under the supervision of professional school staff.

"Planned Arrest" shall mean an arrest or taking into custody based upon probable cause which was known to a law enforcement officer sufficiently in advance of the time of the actual arrest, whether as a result of an undercover school operation, planned surveillance, or otherwise, so that there was sufficient opportunity for the arresting officer or any other law enforcement officer to apply for and obtain an arrest warrant, even though an arrest warrant may not have been sought or issued. The term shall also include arrests made pursuant to a "clean sweep" (e.g., multiple arrest) operation.

"*Planned Surveillance"* shall mean a planned operation wherein a law enforcement officer(s) enters onto school grounds, including school buildings and school buses, in plainclothes during operating school hours for the purpose of observing or participating in activities associated with the use, possession or distribution of any controlled dangerous substance, alcoholic beverages or firearms or dangerous weapons. This term shall not include observations made by a law enforcement officer, whether in uniform or in plainclothes, from any place or property not owned or used by a school or school board.

"Routine Patrol" shall mean activities undertaken by a law enforcement officer whether in uniform or in plainclothes and whether on foot or in a marked or unmarked vehicle, to patrol areas within a drug-free school zone (N.J.S.A. 2C:35-7) for the purposes of observing or deterring any criminal violation or civil disturbance.

"Serious Bodily Injury" shall have the same meaning as that term is used in N.J.S.A. 2C:11-1b and means bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or the protracted loss or impairment of the function of any bodily member.

"Significant bodily injury" shall have the same meaning as that term is used in N.J.S.A. 2C:11-1d, and means bodily injury which creates a temporary loss of the function of any bodily member or organ or temporary loss of any one of the five senses.

"Spontaneous Arrest," in distinction to a planned arrest, shall mean an arrest or taking into custody based upon probable cause to believe that an offense is being committed in the arresting officer's presence under circumstances where the officer could not have foreseen with certainty that the specific offense would occur and thus where the arresting officer had no reasonable opportunity to apply for an arrest warrant. The term shall also include any arrest or taking into custody in response to a request by a school official pursuant to Article 7.1 of this Agreement.

"Undercover School Operation" shall mean a planned operation undertaken by a law enforcement agency wherein a law enforcement officer(s) is placed in a school community and poses as a member of the school community for the purpose of identifying and eventually apprehending persons engaged in the illegal distribution of controlled dangerous substances, alcoholic beverages or the unlawful use, possession or distribution of firearms or dangerous weapons. The procedures for planning and approving an undercover school operation are set forth in Addendum 1 to this Agreement.

3.2. Undercover School Operations.

Undercover school operations are designed to disrupt ongoing drug-distribution activities. These operations are difficult to implement and require extensive planning, cooperation, and secrecy. Attorney General Executive Directive 1988-1 imposes strict limitations on the use of this investigative tactic. The Attorney General Directive is designed to protect the educational environment of a school and to minimize the risk of injury to students and undercover officers. Rules and regulations promulgated by the State Board of Education and codified at N.J.A.C. 6A:16-6.2(b)7 require local district boards of education to adopt and implement policies and procedures to ensure cooperation between school staff and law enforcement authorities in all matters relating to undercover school operations. Accordingly, the rules and procedures for approving and implementing an undercover school operation are set out in detail in Addendum 1 to this Agreement, which Addendum is made part of this Agreement as if set out fully herein.

3.3. Planned Surveillance.

3.3.1. Notice and Consultation.

In the absence of compelling or exigent circumstances, as shall be determined by the county prosecutor or the Attorney General or his or her designee, no planned narcotics surveillance operation as defined in this Agreement will be conducted during operating school hours without first consulting with the building principal or local chief school administrator of the school involved.

3.3.2. Limitations; Targeted Subjects.

Nothing in this Agreement shall be construed to prevent any law enforcement officer from making any observations from any place or property not owned or used by a school or school board, except that a planned narcotics surveillance or any other form of observation should, wherever possible, be limited to observing 1) those specific individuals or groups of individuals who are believed to be involved in drug trafficking or weapons-related activities, or 2) those specific areas or places on school grounds, where drug use or trafficking or weapons-related activity is believed to occur frequently.

3.4. Routine Patrols.

3.4.1. Visible Enforcement Plans.

The ***Englewood Police Department*** shall maintain at appropriate times a visible police presence within all drug-free school zones, and shall file and periodically update a confidential report with the ***Gerald Oration, City Prosecutor*** detailing how these zones are to be patrolled.

3.4.2. Notice to School Officials.

Where a patrol plan requires an officer periodically to enter onto school grounds, the ***Englewood Police Department*** shall advise the appropriate
Dr. Michelle James, Interim Superintendent of Englewood Public Schools
Peter Elbert, Dwight Morrow High School
Joseph Bell, EAGLE Alternative High School
Lamarr Thomas, Janis Dismus Middle School
Michael Brown, McCloud, Elementary School
Daniela Small-Bailey, Grieco, Elementary School
Marsha Howard, Quarles, Elementary School.
It is understood and agreed that any portion of a patrol plan disclosed to school officials in accordance with this subsection shall be kept strictly confidential.

3.4.3. On-Site Reporting.

Except when responding to an emergency, no on-duty police officer will enter any school building without first complying with the procedures established by the school for the reporting of visitors. It shall be the responsibility of each police department or agency with patrol responsibilities to make certain that all officers are familiar and comply with the reporting policies established by each school within the law enforcement agency's jurisdiction.

3.5 Police Presence at Extra-Curricular Events.

It is our agreed upon policy that ***Anthony Wilson, Detective Sergeant, OIC Juvenile Bureau***, working in conjunction with appropriate school officials, should, whenever possible, provide for the presence of uniformed police officer(s) at any event at which the chief school administrator believes it would be in the interest of public safety. In the absence of compelling reasons as may be determined by the ***Lawrence Suffern, Chief of Police*** it is understood and agreed that uniformed police officers shall not be assigned to school functions, and especially those functions occurring within school buildings, except with the approval of the building principal or local chief school administrator. All requests by school officials for law enforcement agencies to provide for a uniformed presence at any school event should be made in accordance with N.J.A.C. 6A:16-6.2(b)10 and directed to ***Lawrence Suffern, Chief of Police.***

3.6 Truancy; Assistance Provided to Attendance Officers.

The sheriff and his officers and all police officers and constables are required to assist school attendance officers in the performance of their duties (N.J.S.A. 18A:38-30). Assistance shall, when practicable, include accompanying attendance officers to the homes of students in circumstances where attendance officers may have concerns for their safety. However, attendance officers are not law enforcement officers and law enforcement officers should not provide assistance of a type that would not be available to other civilian investigators. For example, law enforcement officers should not use law enforcement computer systems to run motor vehicle checks or criminal background checks for attendance officers. Law enforcement officers should also keep in mind that when accompanying an attendance officer to a home, they have no additional authority to demand entry to the home if the occupants do not consent and there is no emergency that would justify entry into the home.

Article 4. Obligation to Report Offenses and Preserve Evidence: Controlled Dangerous Substances, Firearms, Planned or Threatened Violence, Child Abuse and Other Offenses.

4.1 Requirement to Report Offenses Involving Controlled Substances.

4.1.1. Comprehensive Drug Reform Act.

Subject to the provisions of Articles 4.2 and 4.3 of this Agreement and N.J.A.C. 6A:16-6.2(b)9 and 6.3(a), school officials shall promptly notify ***Englewood Police Department and/or Gerald Oration, City Prosecutor*** whenever any school employee has reason to believe a violation of the Comprehensive Drug Reform Act has occurred, except when, pursuant to N.J.A.C. 6A:16-6.3(a)3, a student has voluntarily and on his or her own initiative sought treatment or counseling for a substance abuse problem, provided the student was not involved in drug distribution activities and further provided the student participates in an appropriate treatment or counseling program. For the purposes of this Agreement and pursuant to N.J.A.C. 6A:16-6.3(a)3i, an admission by a student of a violation of the Comprehensive Drug Reform Act which is in response to questioning initiated by a law enforcement officer or school employee shall not constitute a voluntary, self-initiated request for counseling and treatment.

4.1.2. Overdose Prevention Act.

School officials and law enforcement officers must also be mindful of the immunity provisions of the Overdose Prevention Act, codified at N.J.S.A. 2C:35-30 and N.J.S.A. 2C:35-31, and Attorney General Law Enforcement Directive 2013-1, seeking to ensure uniform statewide enforcement of the law. On May 13, 2013, Governor Christie signed the Act into law, the overarching purpose of which is to encourage individuals to seek medical assistance whenever a drug overdose occurs. Specifically, the Act provides that when a person, in good faith, seeks medical assistance for an individual believed to be experiencing a drug overdose, whether the person is seeking assistance for himself/herself or another, the person calling for help and the person experiencing the overdose shall not be arrested, charged, prosecuted, or convicted for certain specified criminal offenses enumerated in N.J.S.A. 2C:35-30(a)(1-6) and N.J.S.A. 2C:35-31(a)(1-6) involving the use or simple possession of controlled dangerous substances.[2] Attorney General Directive 2013-1 expanded the immunity provisions of the Act beyond its plain language to encompass the spirit of the law by providing immunity to others present at the scene of the overdose event if those other persons were made aware of and participated in the request for medical assistance, even if only one person actually placed the call to 9-1-1. As Attorney General Directive 2013-1 made clear, the immunity feature of the Act does not extend to simple use or possession drug offenses that come to the attention of law enforcement by independent means.[3]

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[2]*The Act does not limit in any way the ability of law enforcement to investigate, arrest, or prosecute an offense involving the manufacture, distribution, or possession with intent to distribute an illicit substance or paraphernalia or other drug-offenses.*

[3]*Law enforcement and educators should also be mindful of P.L. 2009, c.133, the "9-1-1 Lifeline Legislation," which provides immunity for underage use and possession of alcohol for up to three people (including the individual in need of medical assistance) when 9-1-1 is called for an alcohol-poisoning related medical emergency. To be eligible for the immunity, the underage persons must be the first to place the 9-1-1 call, must provide their names to the 9-1-1 operator, must remain on the scene of the event, and must cooperate with law enforcement and medical responders.*

4.1.3. Students Suspected of Being Under the Influence of Alcohol or Other Drugs.

Pursuant to N.J.A.C. 6A:16-4.3(a)3 and 6.3(a)4, school officials may, but need not, disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol or other drugs. Pursuant to N.J.A.C. 6A:16-4.3(a)3i, however, school officials shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of a controlled dangerous substance or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities regarding controlled dangerous substances. In each instance of a report to law enforcement authorities of a student suspected of being under the influence of alcohol or other drugs, pursuant to N.J.S.A. 18A:40A-12(a) and N.J.A.C. 6A:16-4.3(a), or of a student suspected of using of anabolic steroids, pursuant to N.J.S.A. 18A:40A-12(b) and N.J.A.C. 6A:16-4.3(b), the student must receive the required medical examination, pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3(a)2 et seq. or (b)2 et seq., as appropriate.

4.1.4. Self-Administration of Medication by Students.

Law enforcement and educators should be aware that, pursuant to N.J.S.A. 18A:40-12.3, self-administration of medication by students is permitted for specific medical conditions, including asthma, life-threatening allergies and other potentially life-threatening medical conditions. The student shall be permitted to self-administer medication provided that (i) the student's parent or guardian submits to the board of education a written certification from the student's physician specifying the specific medical condition necessitating self-administration, the medication to be administered, and the fact that the student is capable of and has been instructed in the proper method for self-administration of the medication; (ii) the student's parent or guardian submits to the board of education written authorization from the parent or guardian for self-administration of the medication by the student; (iii) the board of education informs the student's parent or guardian, in writing, that the district, its employees, and its agents shall incur no liability as a result of the student's self-administration of medication; and (iv) the student's parent or guardian signs a statement acknowledging that the district, its employees, and its agents shall incur no liability as a result of the student's self-administration of medicine, and that they (the student's parent or guardian) will indemnify and hold harmless the district, its employees, and its agents against claims arising out of the student's self-administration of medication.

In addition, the school nurse must maintain the student's Individualized Health Care Plan (IHCP) and Individualized Emergency Health Care Plan (IEHCP) documenting the student's medical needs and the need for self-administration of the specified medication, pursuant to N.J.A.C. 6A:16-2.3(b)3xii. For example, students with asthma who meet the above criteria may carry an inhaler such as a rapid-acting bronchodilator. Likewise, students with life-threatening allergies may carry one or two epinephrine auto-injector mechanisms and an oral or lingual form of Benadryl (antihistamine), if they too meet the above criteria. Students with diabetes may carry either an insulin pump or injectable insulin, if they similarly meet the above criteria. Students with other life-threatening medical conditions may have a medication order for other specific medication which may, if the above criteria are met, be self-administered.

4.1.5. Compassionate Use Medical Marijuana Act.

On January 18, 2010, the Compassionate Use Medical Marijuana Act (CUMMA) (N.J.S.A. 24:6I-1 et seq.) was signed into law. The purpose of CUMMA is to protect from arrest, prosecution, property forfeiture, criminal and other penalties, those patients who use marijuana to alleviate suffering from debilitating medical conditions, as well as their physicians, primary caregivers, and those who are authorized to produce marijuana for medical purposes. CUMMA expressly provides that it does not authorize a person to smoke marijuana in a school bus or on any school grounds. As to smoking medical marijuana at such protected locations, CUMMA expressly provides that the patient "shall be subject to such penalties as provided by law." Although this provision of CUMMA applies only to smoking marijuana in certain specified places, district boards of education are encouraged to consult with their attorney about the oral consummation of medical marijuana at any of the protected locations. The Department of Health has promulgated regulations for the implementation of CUMMA and serves as the lead state agency in developing the Medicinal Marijuana Program (MMP) in the state of New Jersey.

The Office of the Attorney General developed Enforcement Guidelines to provide law enforcement with guidance and instruction on key provisions of CUMMA. This document is available at the Division of Criminal Justice website under Attorney General Guidelines (http://www.njdcj.org/agguide.htm). The MMP, in cooperation with the Department of Law and Public Safety, has established an MMP Identification Card validation process. Law enforcement personnel that encounter or have questions regarding the validity of an MMP Identification Card should contact the New Jersey State Police, Regional Operations Intelligence Center (ROIC), for Identification Card validation.

As of September 30, 2014, the MMP has three (3) permitted and operational Alternative Treatment Centers. They are Greenleaf Compassion Center in Montclair, Garden State Dispensary in Woodbridge and Compassionate Care Foundation in Egg Harbor. These facilities are presently dispensing medicinal marijuana in raw vegetative form only. They are in the process of developing protocols for the manufacture of lozenge, topical formulations and edible products. These products will be available in the future and will be lawfully dispensed, possessed and utilized by patients that are registered with the MMP. As these products become available, law enforcement will be notified and provided with appropriate instruction on identification. Additional information regarding the Medicinal Marijuana Program is available at http://nj.gov/health/medicalmarijuana/index.shtml.

4.2 Non-Applicability to Treatment Program Records and Information.

Nothing in this Agreement or in N.J.A.C. 6A:16-6.5 shall be construed in any way to authorize or require a referral or transmittal of any information or records in the possession of a substance abuse counseling or treatment program in violation of any state or federal confidentiality law or regulation, and such information or records shall be strictly safeguarded in accordance with applicable state and federal laws and regulations.

4.3 Confidentiality Laws.

4.3.1. Substance Abuse Confidentiality Laws.

The New Jersey Legislature on January 12, 1998 adopted P.L. 1997, c. 362, in accordance with the Governor's conditional veto recommendations. The law, codified at N.J.S.A.18A:40A-7.1 et seq., and the supportive regulations at N.J.A.C. 6A:16-3.2(a)2 and 6.5, afford confidentiality protections to a public or private secondary school pupil who is participating in a school-based drug or alcohol abuse counseling program where that pupil provides information during the course of the counseling session that indicates that the pupil's parent or guardian or other person residing in the pupil's household is dependent upon or illegally using a controlled dangerous substance. The New Jersey confidentiality statute is broader than the federal confidentiality statute and regulations (42 C.F.R. Part 2) in that it applies to any student who is participating in a school-based alcohol or drug abuse counseling program, even if the student is not personally abusing substances, but rather is seeking counseling to deal with the problems related to the substance abuse of another. The federal law, in contrast, only provides confidentiality protections to persons who are "patients," that is, persons who are receiving counseling for their own substance abuse problem. The state confidentiality law nonetheless features an important exception to the general rule of preserving confidentiality. Specifically, the State law is expressly subject to the provisions of N.J.S.A. 9:6-8.10, and thus does not prevent school officials from disclosing information to Child Protection and Permanency (CP&P) or to a law enforcement agency "if the information would cause a person to reasonably suspect that the secondary school pupil or another child may be an abused or neglected child." Accordingly, it is understood and agreed that the confidentiality statute in no way relieves the duty established pursuant to N.J.S.A. 9:6-8.10, which requires any citizen, including school district employees, volunteers or interns , to inform both CP&P and a law enforcement agency immediately when there is reasonable cause to believe that a child is or has been abused or neglected.

4.3.2. Clarification Regarding Confidentiality of Contents of Student Records.

It is understood and agreed that federal and state laws pertaining to the confidentiality of student records, pursuant to 42 C.F.R. Part 2, N.J.S.A. 18A:40A-7.1 and 7.2 and N.J.A.C. 6A:32-7, only prohibit the disclosure of the contents of such records; these laws do not extend to other sources of information concerning the same events or transactions that happen to be memorialized in the student records. Thus, for example, a teacher, counselor, administrator, or other school staff member who is a witness to criminal activity may be required to testify in a court or grand jury or may be required to report information to law enforcement authorities pursuant to this Agreement based upon personal knowledge and memory notwithstanding that the criminal activity reported or testified about has been recorded in a student record that is subject to state or federal confidentiality laws. In other words, the act by a school official of memorializing an incident, event, or observation in a student record in no way precludes that school official or any other material witness from reporting or testifying from personal knowledge as to the documented incident, event, or observation, provided, however, that nothing

in this Agreement shall be construed to authorize or require a school employee to divulge information or records in violation of the confidentiality requirements of 42 C.F.R. Part 2, or any other applicable state or federal regulation, law or rule of evidence concerning confidential and privileged communications. Furthermore, the records of a designated "law enforcement unit" do not constitute student records (20 U.S.C. 1232g(a)(4)(ii)).

4.3.3. Records of Law Enforcement Units.

Records of a "law enforcement unit" designated pursuant to Article 2.2 of this Agreement do not constitute student records. This comports with the requirements of the Family Educational Rights and Privacy Act (FERPA), which was amended in 1992 to exempt such records from the definition of "education records" (20 U.S.C. 1232g(a)(4)(ii)). Law enforcement records are records, files, documents and other materials created by a law enforcement unit for a law enforcement purpose and maintained by the law enforcement unit (34 C.F.R. 99.8(b)(1)). In the preamble to the FERPA regulations published in the Federal Register on January 17, 1995, the United States Department of Education stated: "…where a law enforcement unit also performs non-law enforcement functions, the records created and maintained by that unit are considered law enforcement unit records, even when those records were created for dual purposes (e.g., for both law enforcement and student conduct purposes). Only records that were created and maintained by the unit exclusively for a non-law enforcement purpose will not be considered records of a law enforcement unit" (60 F.R. 3467). When one or more law enforcement units have been established by the school district, the school district agrees to disclose to the appropriate law enforcement agency, or the Department of Children and Families, as appropriate, any records, files, documents and other materials of the law enforcement unit pertaining to the investigation of a violation of the law. The disclosure of these records to a law enforcement agency does not prohibit the use of these records for educational purposes, such as violations of the code of student conduct.

4.4. Securing Controlled Substances and Paraphernalia.

Whenever a school employee seizes or comes upon any substance believed to be a controlled dangerous substance or drug paraphernalia, school officials *shall immediately* advise the ***Englewood Police Department*** and shall secure the substance or item pending the response by ***Englewood Police Department*** to retrieve and take custody of the substance or paraphernalia, pursuant to N.J.A.C. 6A:16-6.2(b)8 and 6.4. School employees having custody of the substance or item shall take reasonable precautions, per local board of education procedures, to prevent its theft, destruction or use by any person. In accordance with the requirements of law(N.J.S.A. 2C:35-10c, it is understood that under no circumstances may any person destroy or otherwise dispose of any controlled dangerous substance or drug paraphernalia except by turning over such substance or item to the responding law enforcement officer.

4.5. Prompt Response to Controlled Substance Referrals; Preserving Chain of Custody.

The ***Englewood Police Department*** shall dispatch an officer as promptly as possible to take custody and secure the controlled dangerous substance or drug paraphernalia. School officials shall provide to the responding law enforcement officer information necessary to establish the chain of custody and the circumstances of the seizure, including the identity of any person(s) from whom the substance or item was obtained, except that school officials need not provide information concerning the identity of a student from whom the controlled dangerous substance or item was obtained where the substance or item was turned over by a student to a student assistance coordinator or other individual who holds either a school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker or student personnel service endorsement on the Educational Services Certificate in the course of, or as a result of, school-based intervention, assessment, referral for evaluation, evaluation or referral for treatment, as those terms are defined in N.J.A.C. 6A:16-1.3 and delineated in N.J.A.C. 6A:16-3.1 or participation in a community-based substance abuse treatment program where: 1) the student voluntarily and on his or her own initiative turned over the substance to a school employee; and 2) there is no reason to believe that the student was involved in distribution activities; and 3) the student participates in an appropriate school-based alcohol or other drug abuse intervention, referral for evaluation, referral for treatment or continuity of care program, pursuant to N.J.A.C. 6A:16-3.1 or community-based alcohol or other drug abuse treatment program. Nothing in this paragraph shall be construed in any way to authorize or require a referral or transmittal of any information or records in the possession of a school-based alcohol or other drug abuse intervention, referral for evaluation, referral for treatment or continuity of care program or a community-based substance abuse treatment program where such referral or transmittal would constitute a violation of state or federal confidentiality laws or regulations, and such information or records shall be strictly safeguarded in accordance with applicable state and federal laws and regulations.

4.6. Requirement to Report Incidents Involving Firearms.

Subject only to the provisions of Articles 4.2 and 4.3 of this Agreement, it is agreed that ***Barrington Harris, Englewood Schools Head Of Security*** *shall immediately notify* ***Lawrence Suffern, Englewood Chief of Police*** whenever any school employee in the course of his or her employment, pursuant to N.J.A.C. 6A:16-5.5 and 6.3(b), develops reason to believe that a firearm has unlawfully been brought onto school grounds, or that any student or other person is in unlawful possession of a firearm, whether on or off school grounds, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds.

4.7. Securing Firearms, Ammunition and Dangerous Weapons.

Whenever a school employee seizes or comes upon any firearm or dangerous weapon, school officials may in the case of a dangerous weapon other than a firearm, and *shall* in the case of (1) a firearm, (2) ammunition for a firearm, or (3) a non-firearm weapon that was actually used or threatened to be used in committing an offense, ***Anthony Wilson, Detective Sergeant, OIC Juvenile Bureau*** *immediately* advise and secure the firearm, ammunition or weapon pending the response by the ***Englewood Police Department*** to retrieve and take custody of the firearm, ammunition or dangerous weapon, pursuant to N.J.A.C. 6A:16-6.2(b)8 and 6.4. School employees having custody of a firearm, ammunition or dangerous weapon shall take reasonable precautions, per local board of education procedures, to prevent its theft, destruction or unlawful use by any person. It is understood and agreed that under no circumstances shall any person destroy or otherwise dispose of any seized or discovered firearm, ammunition or non-firearm weapon except by turning over such firearm, ammunition or non-firearm weapon to the responding police officer.

4.8. Law Enforcement Response to Mandatory Referrals.

The ***Englewood Police Department*** receiving information about the existence of an unlawful firearm on school grounds or the actual or threatened use of a non-firearm deadly weapon pursuant to Article 4.7 of this Agreement *shall immediately* dispatch an officer to take custody and secure the firearm or other weapon. Except as may be specifically provided in Articles 4.2 and 4.3 of this Agreement, school officials shall provide to the responding law enforcement officer information necessary to establish the chain of custody and the circumstances of the seizure or discovery of the firearm or other weapon, including the identity of any person(s) from whom the firearm or other weapon was obtained.

4.9. Interdiction of Weapons.

It is understood and agreed that the ***Englewood Police Department*** shall make every reasonable effort to effect the arrest of any student believed to be in the unlawful possession of a firearm or other dangerous weapon while the student is not on school grounds, to prevent whenever possible the bringing of such firearm or weapon onto school grounds. When this is not feasible, the ***Englewood Police Department*** shall scrupulously comply with the notification requirements for planned arrests as set forth in Article 7.4 of this Agreement.

4.10. Requirement to Report Incidents Involving Planned or Threatened Violence.

Notwithstanding any other provision of this Agreement, it is agreed that ***Dr. Michelle James, Interim Superintendent of Englewood Public Schools*** *shall immediately notify* ***Englewood Police Department*** whenever any school employee in the course of his or her

employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to N.J.A.C. 6A:16-6.3(c) through (e). In making these determinations, the school official should reference the risk management and assessment tools explained in the NJDOE publication titled *School Safety and Security Manual: Best Practices Guidelines*. The school official shall provide to the responding law enforcement agency all known information relevant to the threat, including but not limited to any historical or background information concerning the person's behavior or state of mind. For the purposes of this reporting requirement, the threatened or planned act of violence need not be imminent, and the intended victim of the violent act need not be aware of the threat. Nor shall it be relevant for the purposes of this reporting requirement that the intended victim is not a student or member of the school community, or that the violent act is not intended to be committed on school grounds. The parties to this Agreement understand and agree that students who make a credible threat of harm to themselves or others should be taken seriously. Accordingly, the provisions of this paragraph shall be liberally construed with a view toward preventing future acts of violence.

4.11. Violence Intervention.

The ***Englewood Police Department*** receiving information about a threatened, planned, or intended act of violence pursuant to Article 4.10 of this Agreement agrees to promptly dispatch an officer, or immediately dispatch an officer where the circumstances so warrant, to undertake an investigation and to take such actions as may be appropriate and necessary to prevent the threatened, planned, or intended act of violence from occurring.

4.12. Requirement to Report Sexual Offenses.

Subject only to the provisions of Article 4.2 and 4.3 of this Agreement, it is agreed that ***Englewood Public School Principals*** *shall immediately notify* ***Englewood Police Department*** whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, pursuant to N.J.A.C. 6A:16-6.3(d).

4.13. Reporting Other Offenses.

Subject to the provisions of Articles 4.2 and 4.3 of this Agreement, it is agreed that ***Englewood Public School Principals*** should notify ***Englewood Police Department*** whenever any school employee develops reason to believe that a criminal offense has been committed on or against school grounds. In deciding whether to refer the matter to the designated law enforcement agency, the principal of the school or his or her designee should consider the nature and seriousness of the offense and the risk that the offense posed to the health or safety of other students, school employees, or the general public and shall be mindful that offenses committed on school grounds by or against students may lead to an escalation of violence or retaliation that may occur on school grounds or at other locations. Under no circumstances shall any school employee prevent or discourage the victim of an offense from reporting the offense to a law enforcement agency.

In deciding whether to report the presence or seizure of a non-firearm weapon that was not actually used or threatened to be used in committing an assault or other offense, the ***Englewood Public School Principals*** shall consider the nature of the weapon and any lawful purposes that it might have, the age of the student, and the student's intent. While it is generally not necessary to report the seizure of small pen knives or Swiss-Army style knives, it is understood and agreed that law enforcement shall be notified of the seizure of any switchblade, gravity, or ballistic knife, stun gun, or metal knuckles. It is further understood and agreed that school officials shall report the seizure of a utility or "box-cutter" knife where the unlawful use of such knives as weapons is a serious problem in the school and where the student has no explainable lawful purpose for possessing such an instrument.

4.14. Law Enforcement Response to Voluntary Referrals.

The ***Englewood Police Department*** receiving information about the commission of an offense pursuant to Article 4.6 of this Agreement shall respond promptly and, when there is probable cause to believe that an offense has been committed, shall handle the matter in accordance with the provisions of the Attorney General's Executive Directive 1990-1 Concerning the Handling of Juvenile Matters by Police and Prosecutors. Except as may be specifically provided in Articles 4.2 and 4.3 of this Agreement, school officials should, in the absence of compelling reasons, provide the responding law enforcement officer information necessary to establish the chain of custody and the circumstances of the seizure or discovery of any dangerous weapon or item, other than a firearm or other weapon dealt with in Article 4.8 of this Agreement or a controlled dangerous substance or drug paraphernalia dealt with in Article 4.5 of this Agreement, which was or may have been unlawfully possessed or used in connection with or derived from criminal activity. Nothing in this paragraph shall be construed in any way to authorize or require a referral or transmittal of any information or records in the possession of a school-based substance abuse counseling or treatment program and obtained in the course of providing diagnosis or treatment where such referral or transmittal would constitute a violation

of federal or state confidentiality laws or regulations, and such information and/or records shall be strictly safeguarded in accordance with such applicable federal and state laws and regulations.

4.15. Arrest Protocols Following Voluntary Referrals.

It is understood and agreed that the arrest protocols set forth in Article 7 of this Agreement, which are designed to minimize the disruption of the school environment, shall be followed whenever a student is to be arrested on school grounds for any offense, including offenses which do not involve controlled dangerous substances or drug paraphernalia. Similarly, it is understood and agreed that the notification procedures set forth in Article 6 of this Agreement shall be followed whenever a student or non-student is arrested on school grounds, or whenever a student is arrested off school grounds during operating school hours for a violation of any criminal statute, including an offense which does not involve controlled dangerous substances or drug paraphernalia. It also is understood and agreed that the ***Englewood Police Department*** shall at all times comply with the patrol notification and on-site reporting procedures set forth in Articles 3.4.2 and 3.4.3 of this Agreement, whether the purpose of the law enforcement entry onto school grounds, is to enforce the Comprehensive Drug Reform Act or any other criminal statute.

4.16. Advice on Juvenile Justice System Practices and Procedures.

Anthony Wilson, Detective Sergeant, OIC Juvenile Bureau and the county prosecutor shall be available on an ongoing basis to explain to school officials the practices and procedures of the juvenile justice system with respect to the handling of juveniles suspected of, or formally charged with, acts of delinquency. The ***Anthony Wilson, Detective Sergeant, OIC Juvenile Bureau*** and the county prosecutor also shall provide, on an ongoing basis, information concerning the services and resources available through the Juvenile Justice System to deal with delinquent or at-risk youth and families in crisis, including stationhouse adjustments, referrals to Juvenile Conference Committees, Juvenile-Family Crisis Intervention Units, and other pre-adjudication diversion programs, intervention services, and post-adjudication disposition options that are available in the county.

4.17. Advice on Weapons.

It is understood that new weapons have evolved and proliferated that are readily concealable and easily disguised. For example, dangerous knives can be disguised as belt buckles and other seemingly innocuous items. Accordingly, the ***Anthony Wilson, Detective Sergeant, OIC Juvenile Bureau*** and the county prosecutor shall be available on an ongoing basis to provide school officials with information and advice about such weapons and their prevalence in the district or in the county so that they may be readily identified by school officials.

4.18. Possession or Consumption of Alcoholic Beverages.

It is understood that it is unlawful for a person under the age of 21 to purchase or knowingly consume an alcoholic beverage on school grounds. See N.J.S.A. 2C:33-15 and N.J.A.C. 6A:16-4 et seq. So too, it is an offense for an adult to bring or possess an alcoholic beverage on school grounds without the express written permission of the school board, chief school administrator or building principal. See N.J.S.A. 2C:33-16. It is agreed and understood that these statutes are designed to protect children and the educational environment and that violations of these statutes should be deemed to be serious matters and may be reported to law enforcement, and shall warrant immediate response by law enforcement authorities in accordance with the provisions of this Agreement. Where appropriate, the law enforcement agency or the county prosecutor may elect to forego formal charging prosecution in favor of pursuing school disciplinary proceedings, pursuant to N.J.A.C. 6A:16-7.1, or other appropriate juvenile justice alternatives, including, but not limited to, a "stationhouse adjustment."

4.19. Reports of Child Abuse or Neglect; Potential Missing or Abused Children.

New Jersey statutes (N.J.S.A. 18A:36-25 and 9:6-8.10) require reporting by school officials of a potential missing or abused child to **both** law enforcement officials and Child Protection and Permanency (CP&P), New Jersey Department of Children and Families (DCF), as set forth below.

4.19.1 Reports of Child Abuse or Neglect to CP&P.

Any person having reasonable cause to believe that a student has been subjected to child abuse or neglect must immediately report the matter to CP&P by telephone or otherwise, pursuant to N.J.S.A. 9:6-8.10 and N.J.A.C. 6A:16-11.1(a)2. The CP&P Child Abuse Hotline is to be contacted at 1-877-NJABUSE.

4.19.2. Notification to Law Enforcement.

Notification of a potential missing or abused or neglected student also must be made to law enforcement officials by the person who is designated to report child abuse cases on behalf of the school district, such as the chief school administrator, principal, assistant principal or other designated school official, in accordance with N.J.S.A. 18A:36-25 and N.J.A.C. 6A:16-11.1(a)3. Each school district may establish individual procedures for the notification. It is not necessary for the same person to contact law enforcement and CP&P. It is only required that both notifications are made.

4.19.3. Notification of CP&P by Law Enforcement.

Pursuant to the *DCF/Law Enforcement Model Coordinated Response Protocol* promulgated February 2007 by the Attorney General and the Commissioner of the Department of Children and Families, a law enforcement agency receiving a report of child abuse from the designated school official, need not notify the CP&P hotline when the school official confirms that the CP&P hotline has been contacted by school staff.

4.19.4. Law Enforcement Response.

The law enforcement agency receiving a report of child abuse or a potential missing child shall respond in accordance with the policies established by their County Prosecutor's Office.

4.19.5. Notification of Parents or Guardians.

Notification to the student's parents or guardians shall **not** be made by school officials when it is suspected that either parent or guardian is responsible for the suspected abuse. Law enforcement officials do not need the permission of a parent or guardian to speak to any student who is not the target of an investigation. It is the sole responsibility of law enforcement officials to determine when or whether a parent of any student shall be contacted. Failure to follow this procedure may compromise the integrity of an investigation and place the child at risk.

4.19.6 Anonymity.

Individuals who report abuse may or may not be entitled to anonymity. While CP&P allows anonymous child abuse reporting for the general public, school staff may not be entitled to anonymity for these reports. Furthermore, there is no anonymity when incidents are reported to law enforcement authorities.

4.19.7. Custody Disputes and Potentially Missing Children.

It is recognized by all parties to this agreement that custody disputes between parents often have a detrimental effect upon the children. Sudden requests for school records accompanied by suspicious absences should result in a heightened scrutiny within the school. Therefore, to the extent that a referral to law enforcement will not violate student record confidentiality, if it comes to the attention of a school administrator that the absence of a child from school may be due to a parental kidnapping or custodial interference, the school administrator shall immediately contact law enforcement authorities. Concerns that a child may be unlawfully removed from the jurisdiction should be immediately brought to the attention of local law enforcement officials.

4.20 Offenses Involving Computers, the Internet and Technology.

4.20.1. Purpose.

Computerized devices such as cell phones, smart phones, digital cameras, PDAs, laptop computers and desktop computers have become a part of our daily lives. The growth of the Internet and local computer networks makes information and communication immediately accessible. However, access to this technology and information potentially can be used for harmful purposes that can cause great disruption in a school. In 2003, a series of laws were passed allowing for the prosecution of new crimes, such as unauthorized computer access and damage which such access may cause. In addition, digital cameras, digital photos, digital videos, cell phones, e-mail and the Internet are increasingly used to commit crimes. The purpose of this section of the Agreement is to recognize some of the areas where law enforcement and educational professionals should cooperate to ensure a unified response to the illicit and harmful use of technology by students, teachers, administrators and other school staff. These areas include:

1) Unauthorized access to school networks.
2) Harassment and threats via electronic media.
3) Use of technology to facilitate other crimes.
4) Blogging (free speech).
5) Limitation of electronic devices, such as cell phones, pagers and cameras, on school grounds.

4.20.2. Unauthorized Access to School Networks, Harassment and Threats via Electronic Media, and the Use of Technology to Facilitate other Crimes.

Existing criminal statutes address all three of these issues. Unauthorized access to school networks is a prosecutable offense under N.J.S.A. 2C:20-23 et seq. Any damage to the network may result in more severe penalties. School officials may consider unauthorized accessing of a school network to be an internal matter and not advise law enforcement authorities. However, law enforcement personnel are specially trained in forensic computer analysis. The ability to accurately assess the level of intrusion into a computer system is best handled by law enforcement professionals. Often the significance of an attack on the integrity of a school computer network can extend into the community. The ability of law enforcement to quantify any unauthorized use or access can bring peace of mind to concerned citizens in the community. Accordingly, notification should be made to law enforcement immediately upon learning of unauthorized access.

In addition to accessing computer systems, it has unfortunately become commonplace for juveniles to utilize electronic forms of communication to harass and threaten other students or individuals. The mere fact that the communication is in electronic form, rather than oral or written form is irrelevant. School personnel should be guided by the reporting obligations elsewhere in this agreement. School personnel should be mindful of the fact that forensic

computer analysis of an individual computer or network can result in valuable evidence for an investigation. Therefore, when notification to law enforcement is appropriate, the entirety of the investigation should be conducted by law enforcement so as not to compromise the integrity of potential evidence.

Finally, computers and other forms of current and emerging technology may be used to facilitate other criminal activity. Financial information, identifying information and illicit images may all be contained on a suspect's computer. Therefore, it is vital that law enforcement be notified immediately when a school learns that a juvenile may be using a computer to violate the law. Similarly, cell phones, smart phones, tablets, PDAs and other electronic communication devices should be turned over to the police, not parents, when the school comes into possession of items which they suspect may contain evidence of criminal behavior.

4.20.3. Blogging and Free Speech Issues.

The creation of a "web-log" or "blog" is a current trend for many individuals using the Internet. A blog is personal space on the world-wide-web devoted to a particular topic. Often a single individual authors a blog, or as is becoming more common, access to the blog is 'open' and anyone may post an entry. Blogging is not limited to text, and information which can be stored electronically may be placed in a blog: music, photos and videos, for example, all can become part of a blog.

There are many free blog sites available for use by anyone with Internet access. Registration requirements are often loose and potentially ineffective. Blogs have become a public forum for many people, including students, to post a variety of personal information, including biographical information, opinion, media, and insulting or harassing speech.

Law enforcement officials, while vigilant in the pursuit of criminal activity, are often faced with the issue of "free speech" under the Federal and New Jersey Constitutions. Prosecution of individuals who harass or threaten specific groups or individuals is commonplace. However, law enforcement may be unable to prosecute those who merely publish an opinion or a photograph. School personnel as well as students often are the target of information contained in blogs. Whenever a school administrator learns of blogging information which rises to the level of threats or harassment, the school official shall immediately notify law enforcement. Law enforcement authorities have the ability to preserve evidence before the author has an opportunity to alter it. If such information is brought to the attention of law enforcement, a legal determination will be made on whether the information contained in the blog is constitutionally protected and whether it is criminal in nature.

Article 5. School Access to Law Enforcement Information.

5.1. Statutory Authority to Disclose Information.

New Jersey's juvenile confidentiality laws were amended by P.L. 1994, c. 56 to make it easier for law enforcement agencies to share information with schools. The revised law provides for three categories of disclosure to schools as follows: (1) permissive disclosure during an investigation (N.J.S.A. 2A:4A-60e); (2) disclosure following a charge at the principal's request (N.J.S.A. 2A:4A-60c(3)); and (3) required disclosure following a charge in certain circumstances (N.J.S.A. 2A:4A-60d). In addition, a law enforcement agency is authorized to disclose certain information to the victim of an offense committed by a juvenile. Pursuant to N.J.A.C. 6A:16-5.4, the board of education confirms its obligation to adopt and implement policies and procedures protecting the access to information related to juvenile justice proceedings, according to the requirements of N.J.S.A. 2A:4A-60.

The revised law permits law enforcement or prosecuting agencies to disclose information regarding juveniles who are under investigation when that information may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. This information may then be shared by the principal with appropriate school staff, provided, however, that where the information relates only to an investigation, and where no formal charges have been filed against the student, the statute prohibits this pre-charge information from being maintained by school officials. Accordingly, this information should be provided orally by law enforcement officers, rather than in writing, so as to avoid inadvertent retention or disclosure of such information.

The revised law further contains a provision that authorizes a principal to request information concerning juvenile delinquency charges that have been filed against a student enrolled in the school. These requests may either be made on a case-by-case basis or in accordance with procedures that could be agreed to as part of this Agreement.
[Optional: Pursuant to § 5.2 of this Agreement, the Englewood Police Department hereby agrees automatically to disclose to the principal this information regarding any juvenile delinquency charge filed against any student enrolled in the school.[4]]

Law enforcement and prosecuting agencies are *required* to advise the principal of the school where the student is enrolled when:

- the offense occurred on school grounds or was committed against an employee or official of the school;

[4]*This provision is optional. The parties to the Agreement may delete this sentence or may modify it to limit the "blanket" request to specified delinquency charges.*

- the juvenile was taken into custody as a result of information or evidence provided by school officials, whether or not on school grounds;

- the offense, if committed by an adult, would constitute a crime, and the offense:

  - resulted in death or serious bodily injury, or involved an attempt or conspiracy to cause death or serious bodily injury;
  - involved the unlawful use or possession of a firearm or other weapon;
  - involved the unlawful manufacture, distribution, or possession with intent to distribute a controlled dangerous substance or controlled substance analog;
  - was committed by a juvenile who acted with a purpose to intimidate an individual or group of individuals because of race, color, religion, sexual orientation, or ethnicity; or
  - constitutes a crime of the first, second, or third degree.

N.J.S.A. 2A:4A-60d

5.2. Agreement to Disclose Information Following a Charge.

Where a juvenile has been charged with an act of delinquency that if committed by an adult would constitute a crime or offense, it is requested and agreed, pursuant to the authority of N.J.S.A. 2A:4A-60c(1) and (3) that the ***Englewood Police Department*** or County Prosecutor's Office shall promptly provide information as to the identity of the juvenile, the offense charged, the adjudication and the disposition to (1) the principal of any school that is the victim of the offense; (2) the principal of any school that employs the victim of the offense; and (3) the principal of any school where the juvenile is enrolled.

5.3. Agreement to Disclose Information During an Investigation.

Pursuant to the authority of N.J.S.A. 2A:4A-60e, the ***Englewood Police Department*** and/or the County Prosecutor's Office agree(s) to notify verbally the principal of the school at which the juvenile is enrolled where the juvenile is under investigation or has been taken into custody but has not been formally charged with the commission of any act that would constitute an offense if committed by an adult, provided that the ***Englewood Police Department*** or the County Prosecutor's Office determines that the information may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development, and further provided that the sharing of information will not interfere with or jeopardize an ongoing investigation or prosecution of any person. It is understood and agreed that the information provided pursuant to this paragraph shall be provided orally rather than in writing, will be kept confidential, shall not be maintained by the school as part of the juvenile's student records, and shall be used only in accordance with the provisions of N.J.S.A. 2A:4A-60e to maintain order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. Nothing herein shall be construed to

preclude school officials from using such information in a suspension, expulsion, or other school conduct proceeding, pursuant to N.J.A.C. 6A:16-7.1, whether occurring on or away from school grounds, pursuant to N.J.A.C. 6A:16-7.5.

5.4. Specificity of Disclosed Information.

It is understood and agreed that where the ***Englewood Police Department*** and/or County Prosecutor's Office is authorized, pursuant to law and the provisions of this Agreement to disclose information concerning charged or suspected acts of delinquency, the law enforcement agency may provide the principal with specific information concerning the offense or investigation, as appropriate, that may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. Such information may include but need not be limited to: (1) the specific type of drug found as determined by field tests and/or laboratory analysis; (2) the amount, purity, and value of the drug found; (3) how the drug was packaged; (4) whether cash was found or whether there were indications that the drug was intended to be sold or distributed; (5) where precisely the drug or other contraband was found; (6) what type of weapon was found; (7) whether a seized firearm was operable or loaded; or 8) whether the suspected offense involved or was directed at another enrolled student. It is understood and agreed that it is especially important for law enforcement agencies to promptly share information as may be authorized by law concerning the identity of a victim who is enrolled at the same school as the juvenile charged with or suspected of committing the offense so that school officials can take appropriate steps to protect the victim from further attack, to enforce a restraining order or condition of probation or pre-trial release that the juvenile have no contact with the victim, or to prevent retaliation or an escalation of violence.

5.5. Disclosure of Adult Student Information.

Where a student who has been arrested or is under investigation is 18 years old or older, or otherwise is being treated as an adult by the criminal justice system, the ***Englewood Police Department*** and/or the County Prosecutor's Office agrees to provide to the principal of the school at which the student is enrolled all information that would otherwise be provided pursuant to the provisions of Articles 5.1, 5.2, 5.3, and 5.4 of this Agreement.

5.6. Law Enforcement Testimony at School Student Conduct Hearings; Required Notice to the County Prosecutor.

The ***Englewood Police Department*** agrees, upon the request of ***Dr. Michelle James, Interim Superintendent of Englewood Public Schools*** to make available officer(s) to testify as appropriate in any suspension or expulsion hearing before the board of education, pursuant to

N.J.S.A. 18A:37.1 et seq. and N.J.A.C. 6A:16-7.1 et seq., or other appropriate school authority as may be necessary to satisfy the due process rights of a student subject to school discipline, provided, however, that it is understood and agreed that any information provided by means of such testimony shall not be made public but rather shall be kept confidential in accordance with the requirements of N.J.S.A. 2A:4A-60, and further provided that the County Prosecutor's Office shall be given prior notification and a right to preclude the giving of such testimony where the testimony may interfere with or jeopardize any ongoing investigation or prosecution of any person.

5.7. Parallel School Student Conduct Proceedings.

It is understood and agreed that school officials have an independent right and responsibility to initiate and pursue student conduct proceedings, pursuant to N.J.S.A. 18A:37.1 et seq. and N.J.A.C. 6A:16-7.1 et seq., or to remove a student from school under certain circumstances including, but not limited to, those specified in the "Zero Tolerance for Guns Act," N.J.S.A. 18A:37-7 through 12 and N.J.A.C. 6A:16-5.5, 5.6, 5.7 and N.J.A.C. 6A:7. It is further understood and agreed that all school-based student conduct proceedings are separate and distinct from any juvenile or adult criminal prosecution; that law enforcement agencies shall not require or request school officials to undertake a student conduct action against a student; and that the imposition of sanctions by both schools and by the juvenile justice system based upon a single infraction or event in no way constitutes "double jeopardy."

5.8. Notification of Arrests or Charges Filed Against School Personnel.

The parties acknowledge that procedures already are in place that require prosecutors to provide notifications of indictments or convictions of public employees to the Division of Criminal Justice, which are then transmitted to the appropriate public agency. However, no notifications are required during the period between the filing of a complaint and an indictment, creating a period of time during which school administrators may be unaware of charges pending against school personnel, which may have an impact on their fitness for carrying out official duties. Therefore, it is agreed that whenever a law enforcement agency files a complaint or summons for one of the offenses listed in Article 5.8.3 below against a person that they know to be employed by a school district, or who works as a school bus driver or other outside employee in a school district, the law enforcement agency shall provide notice and a copy of the complaint to the school district no later than the next business day.

5.8.1. Applicability Not Limited to Local Jurisdiction.

The requirement to notify a school district of such complaints is not limited to the school district in which the law enforcement agency is located. Notice shall be given to any school district or nonpublic school within the state of New Jersey where the accused is employed.

5.8.2. Employment Information.

This requirement does not create an obligation to investigate or verify the employment of every person arrested or charged with an offense. It is intended only to require the notification in circumstances where the accused admits to employment in a school district or nonpublic school, or such information is otherwise available to the law enforcement agency.

5.8.3 Offenses Requiring Notification.

Notification is required for all indictable offenses; all driving while intoxicated (DWI) offenses and any disorderly persons offenses or petty disorderly persons offenses**.**

5.8.4 Notification of Emergencies.

Whenever local law enforcement is aware of an emergency affecting the safety of children during school hours, the Chief of Police or Station Commander or designee shall notify the principal of the school affected as soon as practicable. Law enforcement will provide all appropriate non-confidential information so that the principal can take necessary steps for the protection of students, staff and notification to parents. The Chief of Police or Station Commander shall attempt to provide, as practicable, the school principal and executive county superintendent, or his or her designee, with updated information throughout the duration of the emergency, and will provide notification when the emergency is over.

5.9 Notification to Executive County Superintendent.

The Chief of Police or Station Commander will, at his or her discretion, notify the executive county superintendent of schools, or his or her designee. This notification will contain a recommendation on which additional schools should be notified by the executive county superintendent's office. The executive county superintendent shall decide which, if any, additional schools to notify, and shall make the appropriate notifications.

Article 6. Notice of Arrests.

6.1. Arrests of Students on School Grounds.

Whenever a student has been arrested on school grounds, the law enforcement officer or agency involved shall, as soon as practicable, notify the building principal. Whenever possible, such notice shall be given before the student has been taken off school grounds. Where the student is a juvenile, all information concerning the circumstances of the arrest shall be provided to the building principal on a confidential basis and in accordance with the provisions of N.J.S.A. 2A:4A-60d(3). See Article 5.1 of this Agreement for a synopsis of those laws.

6.2. Arrests of Non-Students on School Grounds.

Where a person other than an enrolled student is arrested on school grounds, the building principal shall be advised as to the circumstances of the offense and the identity of the offender, provided that where the person arrested is a juvenile, it is understood that the law enforcement agency or officer involved is not permitted to divulge any information that would violate the laws governing the disclosure of juvenile information. See Article 5.1 of this Agreement for a synopsis of those laws.

6.3. Arrests of Students Off School Grounds During Operating School Hours.

When a student is arrested off school grounds during operating school hours, or under circumstances that would lead the arresting officer to believe that a school official was responsible for the care and custody of the student at the time of the arrest, or where the arresting officer reasonably believes that the student was in transit between school and his home at the time of arrest, the arresting officer shall, as soon as practicable, notify the building principal of the school in which the student is enrolled. All information concerning the basis and circumstances of the arrest shall be provided to the building principal on a confidential basis and in accordance with the provisions of N.J.S.A. 2A:4A-60, as summarized in Article 5.1 of this Agreement.

6.4. Parental Notification.

When the building principal is advised of a student's arrest, pursuant to the provisions of this Agreement, the principal or his or her designee will, as soon as practicable, and in accordance with N.J.A.C. 6A:16-6.2(b)3 and 11 and the associated board of education policies and procedures regarding parental notification, contact a parent or guardian of the student. It is understood that the law enforcement agency making the arrest also is required to attempt to contact the student's parent or guardian pursuant to N.J.S.A. 2A:4A-33.

It is agreed that the ***Dr. Michelle James, Interim Superintendent of Englewood Public Schools*** shall at the request of the ***Englewood Police Department*** and/or the County Prosecutor's Office provide information concerning the efforts by the principal or school staff to contact and notify the student's parent(s) or guardian.

Article 7. Arrest Protocols.

For the purpose of this Agreement, the term "arrest" shall include the taking into custody of a juvenile for any offense which if committed by an adult would constitute a crime or disorderly persons offense.

7.1. Requests by School Officials.

All requests by any school official to summon a law enforcement officer for the purpose of making an arrest on school grounds, pursuant to N.J.A.C. 6A:16-6.2(b)2 and 9, whether for a suspected violation of the Comprehensive Drug Reform Act or for a suspected violation of any other criminal statute, should be directed to the ***Lawrence Suffern, Englewood Chief of Police***. Nothing herein shall be construed in any way to preclude or discourage any person from dialing "9-1-1" to report an emergency.

7.2. Minimizing Disruption of the Educational Process.

It shall be the general policy of ***Englewood Police Department*** when making any arrest on school grounds to minimize the disruption of the school environment to the greatest extent possible, consistent with the requirements of public safety. Accordingly, substantial weight shall be given by the law enforcement officer assigned to make the arrest to the specific recommendations of the building principal or local chief school administrator as to the time, place, and manner for effecting the arrest.

7.2.1. Arrests to be Conducted in Private.

So as to minimize any disruption of the educational environment, every reasonable effort should be made to effect the arrest in the building principal's office, or in some other designated area away from the general student population.

7.2.2. Preferred Use of Plainclothes Officers to Effect Arrest.

Where feasible, the responding law enforcement officer(s) should be in plainclothes, use unmarked police vehicle(s) and refrain from using a siren or flashing overhead lights. In addition, the number of responding officers should be kept to a minimum, consistent with the requirements of public safety.

7.2.3. Cooperation with Arrests on School Property.

It is understood and agreed that school officials shall cooperate with law enforcement officials and shall not provide sanctuary from arrest to any person, and that school officials shall not interfere with or impede any law enforcement officer in the performance of his or her duties.

7.3. Other Spontaneous Arrests.

7.3.1. Notice to Building Principal.

In cases in which a law enforcement agency responds during operating school hours to a suspected offense reported by someone other than the building principal or local chief school administrator, or where a law enforcement officer observes the occurrence of an offense on school grounds during operating school hours which would justify a warrantless arrest, or where a person subject to arrest retreats onto school grounds during operating school hours, the arresting law enforcement officer shall notify the building principal as soon as it is practical to do so. Where the arrest involves a student enrolled in the school, the building principal shall, wherever feasible, be notified before the student is taken from school grounds.

7.3.2. Minimizing Disruption.

When effecting any spontaneous arrest on school grounds during operating school hours, every reasonable precaution shall be taken to minimize the disruption of the school environment to the greatest extent possible, consistent with the requirements of public safety.

7.4. Planned Arrests.

Whenever a planned arrest is to occur on school grounds, the building principal or local chief school administrator shall be advised and consulted before the arrest occurs.

Article 8. School Safety and Security.

8.1. Development of School Safety and Security Plans.

Recent tragic events in the nation's schools highlight the need for developing and maintaining up-to-date school-based safety and security plans for responding to crisis situations involving all-hazards, such as natural, technological, manmade, biological and student culture and climate. The district's school safety and security plans should include protocols and procedures for quickly communicating to staff, students, parents, and emergency responders that a crisis situation exists. In addition, procedures for minimizing the risk of physical harm to students and staff should be initiated to reduce their exposure to any hazards. Just as it is necessary to establish protocols for responding to emergencies that require prompt and orderly actions, such as fires (see N.J.S.A. 18A:41-1), so too it is required to conduct monthly security drills, such as non-fire evacuations, bomb threats, lockdown, and active shooter (see N.J.S.A. 18A:41-6), to exercise plans that test the procedures and minimize exposure to hazardous situations, both from within and outside school facilities. It is understood and agreed that the parties to this Agreement shall, during the course of the conference convened, pursuant to Article 13, discuss issues and concerns regarding school safety and security plans, pursuant to N.J.A.C. 6A:16-5.1 and Article 13.3 of this Agreement.

8.1.1. Critical Incident Planning.

The parties to this Agreement understand that it is important for school officials and local police departments and county prosecutors to work together to adopt and implement policies for dealing with disruptive and potentially catastrophic crisis situations for all hazards, recognizing that it is essential to consider the most appropriate response to these kinds of situations before a crisis develops. The comprehensive school safety and security plans, procedures and mechanisms established by school officials, pursuant to N.J.A.C. 6A:16-5.1 and Article 13 of this Agreement, shall be developed in consultation with law enforcement agencies, emergency management planners, health and social services provider agencies and school and other community resources, as appropriate. Pursuant to N.J.A.C. 6A:16-5.1(b), the plans, procedures and mechanisms shall be consistent with the provisions of N.J.A.C. 6A:16-5.1 and the format and content established by the Domestic Security Preparedness Task Force, pursuant to N.J.S.A. App. A:9-64 et seq., and the Commissioner of Education (e.g., the Department of Education confidential publication titled *School Safety and Security Manual: Best Practices Guidelines*), and shall be reviewed annually and updated, as appropriate.

Additionally, procedures for school lockdown, active shooter, emergency evacuation, bomb threat, risk and violence assessments, and public information sharing shall be based on the standard operating procedures (SOPs) developed by the School Security Task Force and issued by the Attorney General. The model SOPs follow other nationally-recognized standards.

8.1.2. Consultation in Development of School Safety and Security Plans (SSSPs).

It is understood and agreed that, pursuant to Article 13.3 and N.J.A.C. 6A:16-5.1(b), the chief school administrator shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and other community resources, as appropriate in the development and maintenance of the school district's plans,

procedures and mechanisms for school safety and security to fulfill the requirements of N.J.A.C. 6A:16-5, School Safety and Security.

8.1.3. Format and Contents of SSSPs.

The school safety and security plans, procedures and mechanisms shall be consistent with the provisions of N.J.A.C. 6A:16-5.1. The parties agree that all school safety and security plans shall include defined communication and decision-making protocols (e.g., Incident Command System) and the minimum requirements for the format and contents of the plans, as determined by the Commissioner of Education and the Domestic Security Preparedness Task Force.

8.1.4. Annual Review of SSSPs.

The chief school administrator shall consult with law enforcement agencies, health and social service provider agencies, emergency management planners and school and other community resources, as appropriate, in the review and updating of the school district's school safety and security plans, procedures and mechanisms, pursuant to N.J.A.C. 6A:16-5.1. It is understood and agreed that law enforcement officials shall, at a minimum, annually review and, where necessary, provide written comments to the chief school administrator concerning the required school safety and security plans, pursuant to N.J.A.C. 6A:16-5.1. It is understood and agreed that the chief school administrator shall, at a minimum, annually submit a copy of the school district's school safety and security plans or any important revisions to the plans to law enforcement officials. The chief school administrator agrees to supply law enforcement officials with current copies of blueprints and maps of all schools and school grounds. If at any time there are changes to the blueprints or maps, the chief school administrator agrees to forward revised copies to law enforcement officials as soon as practicable.

8.1.5. School Staff In-service Training on SSSPs.

School officials shall annually consult with law enforcement personnel regarding the in-service training program required for all district board of education employees, pursuant to N.J.A.C. 6A:16-5.1(d), to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crises, consistent with the school district's plans, procedures and mechanisms for school safety and security and the provisions of N.J.A.C. 6A:16-5, School Safety and Security.

8.2. Implementation of Approved School Security Task Force Recommendations.

The parties agree to work together to implement the approved recommendations of the Governor's K-12 School Security Task Force. The parties recognize that joint planning, training

and consultation are needed to effectively implement these recommendations. Any Executive Orders or Directives that are issued as a result of these approved recommendations are hereby incorporated into this Agreement.

8.2.1. Sharing of Model School Security Policies (MSSP).

The Model School Security Policies for law enforcement agencies issued pursuant to the Attorney General's Law Enforcement Directive No. 2007-1 on the topics of bomb threats, active shooter response, school lockdowns, school evacuations and public information policies shall serve as templates for the development of local law enforcement policies. Local law enforcement officials shall discuss the policies which they adopt on these topics with school administrators from the school district or districts within their jurisdiction. It is further understood that school administrators shall share their procedures for critical incidents, developed in accordance with the policies issued by the Commissioner of Education, with local law enforcement officials. These procedures shall remain confidential and shall not be shared with the public.

8.2.2. Joint Training.

Law enforcement and school personnel may participate in joint training on law enforcement and education school security policies, as needed. Joint training exercises may include, but are not limited to, natural disasters, bomb threats, lockdown procedures and active shooters.

8.3. Gang Threat and Recruiting Information.

Law enforcement and school officials agree to engage in ongoing discussions and training in gang prevention and intervention, as appropriate, regarding gangs that are thought to be active in the area, gang recruiting and signs of gang activity or recruiting. School officials shall inform law enforcement officials of any signs of gang activity or recruiting observed on school grounds.

8.4. Harassment, Intimidation, or Bullying (HIB).

Harassment, intimidation, or bullying (HIB) in school settings presents an ongoing challenge throughout New Jersey. Acts motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, tear at the fabric of our society, pose grave risks to the physical and emotional well-being of children, and can quickly lead to retaliation, an escalation of violence both on and off school grounds, and even suicide. HIB may take a myriad of forms,

encompassing even common activities such as the photographing or recording of one student by another.

To address this problem, New Jersey enacted the *Anti-Bullying Bill of Rights Act* (ABR) on January 5, 2011 (N.J.S.A. 18A:37-13 et seq.). The ABR sets forth standards and procedures for preventing, reporting, investigating, and responding to incidents of HIB of students that occur on school grounds, at school-sponsored functions, on school buses, and off school grounds. The ABR further requires that polices be adopted through a process that includes representation of parents or guardians, school employees, volunteers, students, administrators and community representatives (N.J.S.A. 18A:37-15a). Upon request by a school district, law enforcement agencies shall make available a representative to participate in this process (see Article 13.6 of this Agreement).

The ABR also mandates that New Jersey's Department of Education aid schools in complying with the law by revising its model policy and guidance. The Department complied with this requirement by promulgating ***Model Policy and Guidance for Prohibiting Harassment, Intimidation and Bullying on School Property, at School-Sponsored Functions and on School Buses,*** available at http://www.state.nj.us/njded/parents/bully.htm (most recently revised in April 2011). In 2005, the State Board of Education adopted regulations at N.J.A.C. 6A:16-7.1 regarding codes of student conduct. Pursuant to N.J.A.C. 6A:16-7.1(c)6, the code of student conduct must include or be consistent with the board of education's HIB policy.

8.4.1. Statutory Definition.

The *Anti-Bullying Bill of Rights Act* sets forth the following definition for HIB (N.J.S.A. 18A:37-14.):

> "Harassment, intimidation or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, whether it be a single incident or a series of incidents, that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, that takes place on school property, at any school-sponsored function, on a school bus, or off school grounds as provided for in section 16 of P.L.2010, c.122 (C.18A:37-15.3), that substantially disrupts or interferes with the orderly operation of the school or the rights of other students and that:
>
> a. a reasonable person should know, under the circumstances, will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable

fear of physical or emotional harm to his person or damage to his property;

b. has the effect of insulting or demeaning any student or group of students; or

c. creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

School investigations of HIB must determine whether conduct meets this definition.

8.4.2. HIB's Relationship to Criminal Conduct.

Significantly, the ABR does not criminalize HIB. In fact, there is no criminal offense for HIB in the New Jersey Code of Criminal Justice. This creates a potentially confusing situation: behavior that constitutes HIB may — but does not necessarily — comprise a criminal offense under New Jersey law. HIB is criminal only if the underlying conduct violates a provision of the Code of Criminal Justice. These criminal provisions may include not only bias intimidation, hazing, and cyber-harassment, which are discussed in Articles 8.5, 8.6, and 8.7 of this Agreement, but also assault, harassment, threats, robbery, and sexual offenses.

8.4.3. Reporting of HIB.

8.4.3.1. Reporting of HIB by Law Enforcement to Schools.

In addition to the obligations to share law enforcement information with schools set forth in Article 5 of this Agreement, the law enforcement agency agrees to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student is the victim of HIB, as defined in the ABR.

Such reports are permissible pursuant to the authority of N.J.S.A. 2A:4A-60c, where a juvenile who is a student has been charged with an offense, or pursuant to N.J.S.A. 2A:4A-60e, which permits a law enforcement agency to verbally notify the principal of the school at which the juvenile is enrolled where the juvenile is under investigation or has been taken into custody but has not been formally charged with the commission of any act that would constitute an offense if committed by an adult, provided that the information may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. Such notification also shall be provided when the alleged offending student is an adult. See Article 5.5 of this Agreement.

8.4.3.2. Reporting of HIB by Schools to Law Enforcement.

As set forth in Article 8.4.2 of this Agreement, HIB does not by itself constitute a criminal offense. Accordingly, there is no obligation on the part of school personnel to report HIB investigations to a law enforcement agency unless the conduct also constitutes an offense under New Jersey's Code of Criminal Justice. Offenses must be reported to law enforcement if they qualify as mandatory referrals, as set forth under Article 4 of this Agreement. These mandatory referrals include: (1) whenever any school employee has reason to believe a violation of the Comprehensive Drug Reform Act has occurred; (2) whenever any school employee in the course of his or her employment, pursuant to N.J.A.C. 6A:16-5.5 and 6.3(b), develops reason to believe that a firearm has unlawfully been brought onto school grounds, or that any student or other person is in unlawful possession of a firearm, whether on or off school grounds, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds; (3) whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to N.J.A.C. 6A:16-6.3(c) through (e); and (4) whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to N.J.A.C. 6A:16-6.3(d).

It is strongly encouraged that other offenses be reported to law enforcement, pursuant to the voluntary referral provisions of Article 4.13 of this Agreement. An HIB event that occurs in school on a Friday can precipitate another event outside of school on a Saturday. When making mandatory or voluntary referrals, school officials agree to indicate any suspicions or evidence that the conduct was gang-related.

Victims of HIB also should be informed that they may report an alleged offense to the appropriate law enforcement agency; however, school officials should avoid expressing any opinion to victims as to whether the alleged conduct constitutes an offense under the Code of Criminal Justice. Under no circumstances shall any school employee prevent or discourage the victim of an offense from reporting the offense to a law enforcement agency.

8.4.3.3. Reporting of HIB to Division on Civil Rights.

Incidents of HIB in schools may also implicate the New Jersey Law Against Discrimination if a school district's failure to reasonably address HIB has the effect of denying to a student any of a school's accommodations, advantages, facilities or privileges based on race, creed, color, national origin, nationality, ancestry, sex, pregnancy, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, and mental or physical disability, perceived disability, and AIDS and HIV status. If law

enforcement or school officials believe that conduct may violate the New Jersey Law Against Discrimination, they may voluntarily report a potential violation by calling the New Jersey Division on Civil Rights at 973-648-4817.

8.4.4. Preservation of Evidence and Chain of Custody.

Whenever a school official receives from school employees or directly seizes a document, an electronic device or any other item that the official believes may contain evidence of HIB, reasonable precautions shall be taken to prevent its theft, destruction or unlawful use by any person. It is understood and agreed that under no circumstances shall any person alter, destroy or otherwise dispose of any such evidence. Such evidence shall be maintained in a locked and secure location and the handling of such evidence shall be documented in order to provide a record that no one has had an opportunity to tamper with the evidence.

8.5. Bias Intimidation Crimes.

New Jersey criminalizes "bias intimidation" crimes under N.J.S.A. 2C:16-1. Similar to the *Anti-Bullying Bill of Rights Act* (ABR), bias intimidation focuses on conduct motivated by a victim's race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity. Unlike the ABR, bias intimidation requires an underlying criminal act and constitutes a crime of at least the fourth degree.

8.5.1. Statutory Definition.

The statute sets forth the following definition for a bias intimidation crime:

> A person is guilty of the crime of bias intimidation if he commits, attempts to commit, conspires with another to commit, or threatens the immediate commission of an offense specified in chapters 11 through 18 of Title 2C of the New Jersey Statutes; N.J.S.A. 2C:33-4; N.J.S.A. 2C:39-3 through 5,
>
> (1) with a purpose to intimidate an individual or group of individuals because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity; or
>
> (2) knowing that the conduct constituting the offense would cause an individual or group of individuals to be intimidated because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity; or

(3) under circumstances that caused any victim of the underlying offense to be intimidated and the victim, considering the manner in which the offense was committed, reasonably believed either that (a) the offense was committed with a purpose to intimidate the victim or any person or entity in whose welfare the victim is interested because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity, or (b) the victim or the victim's property was selected to be the target of the offense because of the victim's race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity (N.J.S.A. 2C:16-1(a)).

Bias intimidation is a crime of the fourth degree if the underlying offense is a disorderly persons offense or petty disorderly persons offense. Otherwise, bias intimidation is a crime one degree higher than the most serious underlying crime. If the underlying crime is a crime of the first degree, however, bias intimidation is a first-degree crime and the defendant upon conviction thereof may, notwithstanding the provisions of paragraph (1) of subsection a. of N.J.S.A. 2C:43-6, be sentenced to an ordinary term of imprisonment between 15 years and 30 years, with a presumptive term of 20 years (N.J.S.A. 2C:16-1(a)).

8.5.2. Reporting of Bias Intimidation Crimes.

School officials agree to report to law enforcement officials any bias intimidation incident that may constitute a criminal offense under the New Jersey Code of Criminal Justice.

Bias intimidation may also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the ABR.

8.6. Hazing.

Hazing is a process, based on tradition, that is used by groups to maintain a hierarchy (i.e., a pecking order) within the group. Regardless of consent, the rituals require individuals to engage in activities that are physically and/or psychologically stressful. These activities can be humiliating, demeaning, intimidating, and exhausting, all of which results in physical or emotional discomfort. Hazing is about group dynamics and proving one's worthiness to become a member of a specific group. The newcomer, or victim, is hazed. Once accepted by the group, the victim may become a bystander, watch others get hazed, achieve senior status, and ultimately become a perpetrator of hazing.

In New Jersey, hazing is a separate criminal offense under N.J.S.A. 2C:40-3. School officials should be aware that hazing which involves the participation of a coach or a teacher may also constitute child abuse. Hazing may also involve other predicate crimes, such as sexual assault. Hazing may also constitute HIB. As noted in Article 8.4.2, although HIB is not a separately defined criminal offense, the conduct that constitutes bullying may constitute one or more criminal or disorderly person offenses, including assault, harassment, threats, robbery and sexual offenses.

8.6.1. Statutory Definition.

The statute sets forth the following definition for hazing:

> A person is guilty of hazing, a disorderly persons offense, if, in connection with initiation of applicants to or members of a student or fraternal organization, he/she knowingly or recklessly organizes, promotes, facilitates or engages in any conduct, other than competitive athletic events, which places or may place another person in danger of bodily injury (N.J.S.A. 2C:40-3(a)).

A person is guilty of aggravated hazing, a crime of the fourth degree, if he/she commits an act defined as hazing that results in serious bodily injury to another person (N.J.S.A. 2C:40-3(b)). The consent of the person hazed is not a defense (N.J.S.A. 2C:40-4). Any other criminal conduct under the New Jersey Code of Criminal Justice also may be charged (N.J.S.A. 2C:40-5).

8.6.2. Reporting of Hazing.

School officials agree to report to law enforcement officials any hazing incident that may constitute a criminal offense under the New Jersey Code of Criminal Justice.

Hazing may also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the *Anti-Bullying Bill of Rights Act*.

8.7. Cyber-Harassment.

As of January 17, 2014, cyber-harassment constitutes a separate criminal offense in New Jersey (N.J.S.A. 2C:33-4.1). The new law targets online communications that threaten to inflict a crime, an injury, physical harm, or are made with the intent to emotionally harm a reasonable person or to place a reasonable person in fear of physical or emotional harm. The offense of cyber-harassment may be charged as either a third or fourth degree felony, depending on the ages of the target and harasser.

8.7.1. Statutory Definition.

The statute sets forth the following definition for cyber-harassment:

> 1.a. A person commits the crime of cyber-harassment if, while making a communication in an online capacity via any electronic device or through a social networking site and with the purpose to harass another, the person:
>
> (1) threatens to inflict injury or physical harm to any person or the property of any person;
> (2) sends, posts, comments, requests, suggests, or proposes any lewd, indecent, or obscene material to or about a person; or
> (3) threatens to commit any crime against the person or the person's property.
>
> b. Cyber-harassment is a crime of the fourth degree, unless the person is 21 years of age or older at the time of the offense and impersonates a minor for the purpose of cyber-harassing a minor, in which case it is a crime of the third degree.
>
> c. If a minor under the age of 16 is adjudicated delinquent for cyber-harassment, the court may order as a condition of the sentence that the minor, accompanied by a parent or guardian, complete, in a satisfactory manner, one or both of the following:
>
> (1) a class or training program intended to reduce the tendency toward cyber-harassment behavior; or
> (2) a class or training program intended to bring awareness to the dangers associated with cyber-harassment.
>
> d. A parent or guardian who fails to comply with a condition imposed by the court pursuant to subsection c. of this section is a disorderly person and shall be fined not more than $25 for a first offense and not more than $100 for each subsequent offense (N.J.S.A. 2C:33-4.1).

8.7.2. Reporting of Cyber-Harassment.

School officials agree to report to law enforcement officials any cyber-harassment incident that may constitute a criminal offense under the New Jersey Code of Criminal Justice.

Cyber-harassment may also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or

guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the *Anti-Bullying Bill of Rights Act*.

8.8. Sexting

Sexting, or the sending of sexually explicit photos by electronic means such as text message, may constitute a criminal act pursuant to New Jersey's child pornography laws. For instance, it is a crime to give to someone else, offer to give to someone else, transfer, disseminate, distribute, circulate, or possess pornography depicting a child, defined as a person younger than 18 (N.J.S.A. 2C:24-4). Penalties for violating such laws include not only significant time in prison but also mandatory registration as sex offenders.

Significantly, New Jersey has created an alternative to criminal prosecution for teens charged with child pornography as a result of sexting (N.J.S.A. 2A:4A-71.1). If the court deems it appropriate, these teens may be ordered to participate in an educational program or counseling in lieu of prosecution. Both the creator and subject of the sexting image must be younger than 18 to be eligible for this program.

8.8.1. Reporting of Sexting.

School officials agree to report to law enforcement officials any sexting incident that may constitute a criminal offense under the New Jersey Code of Criminal Justice.

Sexting may be also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the *Anti-Bullying Bill of Rights Act*.

8.9. Coordination of HIB and Criminal Investigations.

When a criminal investigation is initiated by law enforcement, but a school district has already initiated its own disciplinary investigation for the same incident or conduct, a school district generally agrees to suspend its own investigation until law enforcement has concluded its investigation. This best practice avoids hampering ongoing criminal investigations. Although the *Anti-Bullying Bill of Rights Act* (ABR) provides a ten school day timeframe to complete an HIB investigation, this investigation should be suspended or "stayed" when deemed appropriate and requested by law enforcement. The suspension or stay of a school district's HIB investigation may be appropriate when, among other things, there is a concern that witness statements and/or evidence could be adversely affected or detrimental to an ongoing criminal investigation.

Although, a law enforcement investigation focuses on whether there has been a violation(s) of the Code of Criminal Justice, an HIB investigation focuses on whether an act has been committed in violation of the ABR. In an effort to avoid hampering the independent efforts, and objectives, of both law enforcement and school officials, when law enforcement deems it appropriate for a school district to suspend or stay its HIB investigation because its own investigation could be compromised by a simultaneous or concurrent HIB investigation, it may request that the school district suspend or stay its HIB investigation. It is only when law enforcement affirmatively requests a school district to suspend or stay its HIB investigation that such an investigation should be suspended or stayed. If law enforcement does not affirmatively request a suspension or stay of an HIB investigation, a school district must comply with all applicable ABR timeframes. If law enforcement has not affirmatively requested a stay or suspension of an HIB investigation, but a school district believes that the action(s) involved may constitute a criminal offense(s), it should contact law enforcement to inquire as to whether law enforcement may want to investigate the matter and, thereby, stay or suspend the school district's HIB investigation.

When law enforcement requests a suspension or stay of an HIB investigation, school officials must immediately memorialize this request, in writing, and advise the parent(s)/guardian(s) of the alleged perpetrator(s) and alleged victim(s) of law enforcement's request. Notice to the parents must include the fact that the time limit on filing a complaint in the Division on Civil Rights shall not be delayed due to law enforcement's request. If the parent(s)/guardian(s) objects, either orally or in writing, to the suspension or stay of the school district's HIB investigation, law enforcement must seek appropriate legal assistance from the County Prosecutor's Office to obtain a formal court order compelling the stay. In addition, and more specifically:

- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has not yet initiated its investigation, the school district shall initiate its investigation but solely for the purpose of safeguarding the health and welfare of its students, and not for the purpose of determining whether HIB occurred. The school district's HIB investigation shall remain open and stayed during the pendency of law enforcement's investigation. Upon completion of the law enforcement investigation, and following notification of that completion from the county prosecutor, the anti-bullying specialist shall immediately resume the school's HIB investigation. In this instance, the anti-bullying specialist shall have the ten school days to complete its HIB investigation.

- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has already initiated its investigation, the school shall immediately cease and stay its HIB investigation at the request of law enforcement while following the parental/victim notification requirements and seeking court orders to stay requirements set forth above. However, the school district shall still be required to safeguard the health and welfare of its students. The school district's HIB investigation shall remain open and stayed during the pendency of law enforcement's investigation. Upon completion of the law enforcement investigation, and following notification of that completion from the

county prosecutor, the anti-bullying specialist shall immediately resume the school's HIB investigation. In this instance, the anti-bullying specialist shall have the number of days remaining in the ten school day timeframe to complete its HIB investigation (e.g., if law enforcement directs a school district to cease its investigation on day three, then the school district shall have seven days, following clearance from the county prosecutor, to complete its HIB investigation).

- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has already completed its investigation, the ten school day timeframe shall be unaffected. However, in the event that additional information is available upon the completion of a criminal investigation, the ABR permits the school anti-bullying specialist to amend the original report with the results of the investigation to reflect the additional information (N.J.S.A. 18A:37-15b(6)a). The anti-bullying specialist should review this additional information, and promptly determine whether the original report should be amended.

- If law enforcement requests a suspension or stay of school district action at any other point, including prior to the reporting of the results of the investigation to the chief school administrator or the board of education; the reporting of information to the parent(s)/guardian(s) of the alleged perpetrator(s) and alleged victim(s); a parental request hearing before the board of education; or prior to the issuance of the board of education's written decision; the school district shall comply with this request while following the parental/victim notification requirements and seeking court orders, if necessary, to stay requirements set forth above. All school district action shall be stayed during the pendency of law enforcement's request. Following notification of that completion from the county prosecutor, the school district shall immediately resume any and all remaining action(s) required under law and regulation.

8.10. Law Enforcement Testimony at School Student Conduct Hearings; Required Notices to the County Prosecutor.

The law enforcement agency agrees, upon the request of designated school officials, to make available officer(s) to testify, as appropriate, in any suspension or expulsion hearing before the board of education, pursuant to N.J.S.A. 18A:37.1 et seq., or a hearing regarding harassment, intimidation or bullying, pursuant to N.J.S.A. 18A:37.15d, or other appropriate school authority as may be necessary to satisfy the due process rights of a student subject to school discipline, provided, however, that it is understood and agreed that any information provided by means of such testimony shall not be made public, but rather shall be kept confidential in accordance with the requirements of N.J.S.A. 2A:4A-60, and further provided that the County Prosecutor's Office shall be given prior notification and a right to preclude the giving of such testimony where the testimony may interfere with or jeopardize any ongoing investigation or prosecution of any person. See also Article 5.6 of this Agreement.

For any school hearing pursuant to the *Anti-Bullying Bill of Rights Act*, if the principal has been notified by law enforcement officials that juvenile delinquency or criminal charges are pending against one or more of the alleged offenders, the school district shall notify the county prosecutor of the proposed list of witnesses at least 5 days prior to the hearing.

Article 9. School Searches.

9.1. Searches Conducted Independently by School Officials.

No law enforcement officer shall direct, solicit, encourage or otherwise actively participate in any specific search conducted by a school official unless such search could be lawfully conducted by the law enforcement officer acting on his or her own authority in accordance with the rules and procedures governing law enforcement searches. Nothing in this Agreement shall be construed to preclude a law enforcement officer from taking custody of any item or substance seized by any school employee, pursuant to N.J.A.C. 6A:16-6.2(b)5iv.

9.2. Notice to Law Enforcement of Seizure of Contraband.

School officials shall immediately notify law enforcement officers whenever a school employee comes into possession, whether as a result of a search or otherwise, of any substance or item believed to be a controlled dangerous substance, drug paraphernalia, firearm, or non-firearm weapon used or threatened to be used in committing an offense.

9.3. Law Enforcement Assumption of Responsibility.

School officials shall permit law enforcement officers upon their arrival to the scene to assume responsibility for conducting any search, in which event the standards governing searches conducted by law enforcement officers shall prospectively apply.

9.4. Legal Questions During Conduct of Law Enforcement Search.

Any questions by school officials concerning the legality of any contemplated or ongoing arrest, search or seizure conducted by a law enforcement officer on school grounds should be directed to the ***John L. Molinelli, Bergen County Prosecutor*** pursuant to N.J.A.C. 6A:16-6.2(b)5ii, or in the case of an arrest, search or seizure undertaken by a member of the State Police, Division of Criminal Justice, or federal law enforcement officer to the Director of Criminal Justice.

9.5. Agreement Does Not Constitute a Request to Conduct Searches.

Nothing in this Agreement shall be construed in any way to require any school official to actively participate in any search or seizure conducted or supervised by a law enforcement officer; nor shall this Agreement be construed to direct, solicit or encourage any school official to conduct any search or seizure on behalf of law enforcement, or for the sole purpose of ultimately turning evidence of a crime over to a law enforcement agency. Rather, it is understood that any search or seizure conducted by school officials shall be based on the school officials' independent authority to conduct reasonable investigations as provided in New Jersey v. T.L.O and, pursuant to N.J.A.C. 6A:16-6.2(b)5.

9.6. Search and Seizure Legal Advice to School Officials.

Any question by a school official concerning the law governing searches conducted by school officials may be addressed to the ***John L. Molinelli, Bergen County Prosecutor***. Pursuant to the provisions of Chapter 14.6 of the *New Jersey School Search Policy Manual,* a school official is encouraged also to seek legal advice from the school district's attorney. The manual can be found at http://www.state.nj.us/lps/dcj/school.

9.7. Requests to Use Drug-Detection Canines.

It is understood and agreed that all inspections of lockers, desks, or other objects or personal property on school grounds involving the use of law enforcement drug-detection canines shall be conducted in accordance with the policies and procedures established in the *New Jersey School Search Policy Manual*; shall comply with the "Special Rules and Procedures Governing the Use of Law Enforcement Canines to Conduct Suspicionless Examinations" set forth in Chapter 4.5 F of that manual; and shall conform to N.J.A.C. 6A:16-6.2(b)5vi. No such operation shall be undertaken without the express permission of the county prosecutor or the Director of the Division of Criminal Justice or his or her designee in the New Jersey Department of Law and Public Safety. It is further understood and agreed that the ***Englewood Public School Principals*** shall not invite or approve the use of a privately-owned drug-detection canine without first providing notice of the intention to use any such private service to the ***Englewood Police Department*** and the county prosecutor, and it is further understood and agreed that if any such private drug-detection canine alerts to the presence of a controlled dangerous substance, any substance, paraphernalia, or other evidence of an offense seized by any person pursuant to such alert shall be turned over to ***Englewood Police Department*** or the County Prosecutor's Office in accordance with the provisions of Articles 4.1 and 4.4 of this Agreement.

Article 10. Interrogations and Interviews.

No law enforcement officer shall direct, solicit, encourage, attend or otherwise participate in the questioning of any juvenile by school officials unless such questioning could be lawfully conducted by the law enforcement officer acting on his or her own authority in accordance with the rules and procedures governing law enforcement interrogations and interviews. All information obtained by school employees concerning the commission of an offense, whether obtained as a result of the questioning of a student or otherwise, shall be referred to the appropriate law enforcement agency, provided however, that nothing in this Agreement shall be construed to authorize or require a school employee to divulge information or records in violation of the confidentiality requirements of 42 C.F.R. Part 2, or any other applicable state or federal regulation, law or rule of evidence concerning confidential and privileged communications. The procedures for and responsibilities of staff, with regard to interviews of students suspected of possessing or distributing a controlled dangerous substance, including anabolic steroids, drug paraphernalia or a firearm or other deadly weapon shall be in accordance with N.J.A.C. 6A:16-6.1 et seq. and the associated board policies and procedures. Notification of parents in instances of law enforcement interviews involving their children will be made by school staff in accordance with N.J.A.C. 6A:16-6.2(b) and the associated board policies and procedures. It is understood that law enforcement officials need not contact parents to interview a minor student when the student is not the target of an investigation. However, law enforcement officials must contact parents to interview a minor student when the student is a target of an investigation.

Article 11. "Tiplines" and Crime Prevention Programs.

Any "tiplines" that may be established for the reporting of suspicious activity occurring on school grounds, or within Drug-Free School Zones, or for the reporting of any other crimes or planned or threatened acts of violence, shall be staffed by law enforcement officers, and it is understood that the role of school officials with respect to the operation of such tiplines is limited to publicizing to members of the school community the existence and purpose of these tiplines. The ***Englewood Public School Principals*** hereby agrees to post notice of any such law enforcement tiplines on bulletin boards and/or other appropriate places to alert students to the existence of this means of reporting suspected or future crimes on an anonymous and confidential basis.

The County Prosecutor's Office and the ***Englewood Police Department*** will assist school officials who wish to develop and implement student-oriented crime prevention and awareness programs.

Article 12. Law Enforcement Participation in Educational Programs.

12.1. Law Enforcement's Contribution to Substance Abuse Education and Demand Reduction.

The parties to this Agreement understand and accept that the only viable, long-term solution to the nation's drug epidemic is to reduce the public's demand for illicit substances, and that education emerges as one of the most promising means available by which to provide a generation of students with information, skills and incentives to resist the temptation to experiment with and use chemical substances. The parties further understand that the contributions of the law enforcement community to the goal of a drug-free New Jersey need not and should not be limited merely to disrupting the supply of illicit drugs; rather the law enforcement community can help to reduce the demand for drugs, not only by holding drug users accountable for their unlawful conduct, but also by actively participating in public awareness and prevention programs and educational initiatives. To this end, a number of programs have been developed by numerous organizations in which specially trained police officers participate directly in school-based educational programs. These programs are designed to teach students about the nature and dangers of substance abuse, methods to enhance students' self-esteem, and proven techniques and skills for resisting peer pressure to experiment with drugs or engage in other dangerous activities and should support the Core Curriculum Content Standards, pursuant to N.J.A.C. 6A:8-2.

12.2. Approval and Supervision of Educational Curricula.

It is understood and agreed that education officials are at all times ultimately responsible for approving, supervising, monitoring, evaluating and otherwise ensuring the consistent high quality of all educational curricula and instructional programs provided to students, whether the instruction is provided by certified school employees or by specially trained law enforcement officers invited into the schools pursuant to Article 12.1 of this Agreement. It also is understood and agreed that local school officials remain ultimately responsible for making certain that all substance awareness instructional programs are developed and provided in a manner which is consistent with the requirements of N.J.S.A. 18A:40A-1 et seq., N.J.A.C.6A:16-3, Comprehensive Alcohol, Tobacco and Other Drug Abuse Programs, the New Jersey Department of Education's Core Curriculum Content Standards in Comprehensive Health and Physical Education, pursuant to N.J.A.C. 6A:8, specifically, the indicators under Standards 2.1 (Wellness – health promotion concepts and skills), 2.2 (Integrated Skills – health enhancing personal and interpersonal skills), 2.3 (Drugs and Medicines –alcohol, tobacco, and other drugs and medicines), 2.4 (Human Relationships and Sexuality – physical, emotional and social aspects of human relationships and sexuality) and Standard 9 (21st Century Life and Careers– addressing significant related areas, such as critical thinking, self-management, interpersonal communication, character development, ethics and safety) and the subjects of conflict management, problem solving, personal responsibility and cooperation under each of these strands, and any and all applicable rules, regulations and policies adopted by the State Board of Education or the Commissioner of Education concerning the development, review, monitoring, approval and implementation of K-12 alcohol, tobacco and other drug prevention education curricula and related courses of instruction.

12.3. Procedures for Inviting, Soliciting or Promoting Police Participation in Educational Programs.

It is understood and agreed that no law enforcement officer shall be permitted to provide a course of instruction to students unless the officer has been invited or requested to provide such course of instruction by the appropriate school official. In order to enhance cooperation between law enforcement and education authorities, it is agreed that all requests by school officials for information concerning the nature and availability of law enforcement instructional programs should be directed to ***Anthony Wilson, Detective Sergeant, OIC Juvenile Bureau*** with notice of the request provided to the county prosecutor. All requests by a law enforcement agency seeking an invitation to provide an instructional program, or seeking to demonstrate the desirability of providing such an instructional program, should be directed to ***Dr. Michelle James, Interim Superintendent of Englewood Public Schools*** with notice given to the county prosecutor working in cooperation with the executive county superintendent, who will be responsible for coordinating all such invitations or requests for invitations to participate in law enforcement instructional programs. The county prosecutor further agrees to serve on an ongoing basis as an information clearinghouse to provide school officials with information concerning the availability and benefits of such law enforcement instructional programs.

Article 13. Joint Consultation.

13.1. Consultation and Information Sharing.

So as to foster and institutionalize the spirit of communication and cooperation underlying this Agreement, ***Anthony Wilson, Detective Sergeant, OIC Juvenile Bureau*** and ***Barrington Harris, Englewood Schools Head Of Security*** agree to participate in ongoing joint consultations. It is understood that the consultations shall include discussions of:

a. The rules and regulations promulgated by the State Board of Education and codified at N.J.A.C. 6A:16-6, Law Enforcement Operations for Alcohol, Other Drugs, Weapons and Safety and N.J.A.C. 6A:16-5, School Safety and Security, as appropriate;
b. The Comprehensive Drug Reform Act, focusing especially on those provisions affecting juveniles or that are designed to protect children and to displace drug trafficking activities from areas adjacent to schools;
c. The United States Supreme Court decision in New Jersey v. T.L.O. and the *New Jersey School Search Policy Manual*;
d. Federal and state laws and regulations on the confidentiality of alcohol and drug counseling and treatment;
e. The warning signs of which school staff members should be aware that indicate a student may be abusing chemical substances or is at risk of committing an act of violence involving firearms or other deadly weapons;

f. The scope and nature of the problem concerning firearms and other dangerous weapons on school grounds; and

g. Training needs to support school safety and security and the effective implementation of the Agreement, including the exchange of information regarding the practices of the education and law enforcement agencies, pursuant to N.J.A.C. 6A:16-6.2(b)12.

13.2. School Violence Awareness Week.

School officials shall invite law enforcement officials to join school staff in the student discussions organized to observe School Violence Awareness Week, which occurs the week beginning with the third Monday in October of each year, pursuant to N.J.S.A. 18A:36-5.1 and N.J.A.C. 6A:16-5.2. Upon invitation and as appropriate to the district's plans, law enforcement officials may assist with the student discussions required during School Violence Awareness Week.

13.3. School Safety and Security Consultations.

School officials shall consult with law enforcement officials, as appropriate, in planning the required school safety and security in-service training program for school staff, pursuant to N.J.A.C. 6A:16-5.1(d) and stipulated in Articles 8.1.5 and 8.2.2 of this agreement. Examples of school safety and security training that could involve law enforcement officials include providing guidance on the approved model policies of the Governor's K-12 School Security Task Force; reviewing scenarios for school safety and security drills; addressing internet safety, cyber-bullying and gangs; and reviewing the ten key findings reported by the United States Secret Service in the publication titled *Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates*. Law enforcement officials shall identify school safety and security issues and concerns and advise the county prosecutor and chief school administrator, as appropriate.

13.4. School Safety and Security Planning.

It is further understood and agreed that, pursuant to Article 13.3, Article 8 and N.J.A.C. 6A:16-5.1(b), the conferees, including the chief of police and other representatives of law enforcement agencies, emergency management planners, fire officials, local chief school administrator, all school building principals, representatives of health and social services provider agencies and other school staff (e.g., counselors, psychologists, social workers, nurses, security, maintenance, facilities, grounds, school resource officers, food services) and community resources, as appropriate, shall provide consultation to school officials, at a minimum annually, in the development of the school district's plans, procedures and

mechanisms for school safety and security to fulfill the requirements of N.J.A.C. 6A:16-5, School Safety and Security. It is understood and agreed that law enforcement officials shall review and, where necessary, provide written comments to the chief school administrator concerning the required school safety and security plans, pursuant to N.J.A.C. 6A:16-5.1. It is understood and agreed that the chief school administrator shall annually submit a copy of the school district's school safety and security plan and promptly submit any important revisions to the plan or school grounds to law enforcement officials. The chief school administrator agrees to supply law enforcement officials with current copies of blueprints and maps of all schools and school grounds. If at any time there are changes to the blueprints or maps of any school or school grounds, the chief school administrator shall forward revised copies to law enforcement officials as soon as practicable. It also is understood and agreed that, pursuant to Article 13.5 the conferees shall discuss the feasibility and desirability of implementing a Safe Schools Resource Officer program.

13.5. Safe Schools Resource Officers.

The Attorney General's Education-Law Enforcement Working Group has developed resource material for a Safe Schools Resource Officer Program, recognizing that the presence of a police officer can be a deterrent in fighting drug use and sales and other forms of criminal behavior in schools. Safe schools resource officers are police officers that undergo statutorily mandated training, as set forth in Article 1.9 of this Agreement. Besides enhancing school safety and security and facilitating the handling of delinquency complaints, the assignment of a safe schools resource officer on a full or part-time basis can help to enhance the working relationship between education and law enforcement officials. Most importantly, a Safe Schools Resource Officer program provides these specially trained officers an opportunity to interact with children in positive and constructive ways. It is understood and agreed that the parties to this Agreement shall, during the course of the annual conference convened, pursuant to Article 16 of this Agreement, discuss the feasibility and desirability of implementing this form of community policing.

13.6. Harassment, Intimidation or Bullying Policies.

It also is understood that, pursuant to N.J.A.C. 6A:16-7.7(a)1, the harassment, intimidation or bullying policies required pursuant to N.J.S.A. 18A:37-13 et seq. and N.J.A.C. 6A:16-7.7, shall be developed by school officials in consultation with law enforcement officials, in addition to parents and other community members, including appropriate community-based social and health provider agencies and other school employees. It is agreed that law enforcement officials shall consult with school officials in the development of the policies and the annual review of the policies, the training needs of school employees and the extent and characteristics of harassment, intimidation and bullying behavior in the school buildings of the school district, pursuant to N.J.A.C. 6A:16-7.7(e). It also is understood that the executive county superintendent shall maintain a current file copy of the harassment, intimidation or bullying

policies, pursuant to N.J.A.C. 6A:16-7.7(e)5, for review by both education and law enforcement officials, upon request.

Article 14. Dispute Resolution Procedures.

It is understood and agreed that any dispute or objection to any proposed or ongoing law enforcement operation or activity on school grounds will be consistent with N.J.A.C. 6A:16-6.2(b)15, and shall be directed by the appropriate school official to the chief executive officer of the law enforcement agency involved. Where the chief executive officer of the agency is for any reason unable to satisfactorily resolve the dispute or objection, the matter shall be referred to the ***John L. Molinelli, Bergen County Prosecutor*** who is hereby authorized to work in conjunction with the ***Ms. Norah Peck, Interim Executive County Superintendent*** and, where appropriate, the Division of Criminal Justice, to take appropriate steps to resolve the matter. Any dispute that cannot be resolved at the county level shall be resolved by the Attorney General whose decision shall be binding.

Article 15. Maintenance of the Agreement.

15.1 Agreement to Remain in Effect.

This Agreement shall remain in full force and effect until such time as it may be modified. Modification of this Agreement shall be effected only with the mutual consent of the ***Englewood Public School District***, the ***Ms. Norah Peck, Interim Executive County Superintendent***, the ***Englewood Police Department***, and the ***John L. Molinelli, Bergen County Prosecutor***. Pursuant to N.J.A.C. 6A:16-6.2(b)14ii, all revisions shall be only in addition to, and shall not conflict with, the format and content established by the Attorney General and the Commissioner of Education and shall be in addition to and shall not conflict with the policies and procedures established pursuant to N.J.A.C. 6A:16-6. Modifications required by a change in state or federal law, rules or regulations or applicable guidelines or executive directives shall be made on the effective date of such revisions of law, regulations, guidelines or directives. All parties to this Agreement shall notify the other parties immediately regarding any such legal or regulatory changes.

15.2 Ongoing Communication.

The parties to this Agreement recognize the value of cooperation and communication with respect to drug, weapons, violence and school security problems as they relate to students and school grounds, and believe that entering into this Agreement will help them to be more effective in managing these problems and in making certain that schools are safe havens for law abiding children, and not convenient marketplaces or resorts for drug dealers and users. It is the

intent of the parties to this Agreement to take all steps as may be appropriate and lawful to fulfill the applicable regulations at N.J.A.C. 6A:16, Programs to Support Student Development and the mission of the New Jersey State Board of Education, in collaboration with the New Jersey Department of Education, to establish policy and provide leadership in the development of exceptional learning opportunities for New Jersey's public school students for the purpose of enabling them to obtain a superior education.

15.3 Distribution.

Copies of this agreement shall be provided to the County Prosecutor's Office, the executive county superintendent, the chief school administrator, the law enforcement chief executive of the Police Department or State Police Unit, the president of the district board of education, and each principal in the school district.

Article 16. Annual Review and Revisions of Agreement.

It is understood that ***John L. Molinelli, Bergen County Prosecutor,*** working in conjunction with the ***Ms. Norah Peck, Interim Executive County Superintendent*** , pursuant to N.J.A.C. 6A:16-6.2(b)14, shall not less than once each calendar year, organize and conduct a meeting of representatives from the law enforcement and educational communities to discuss the implementation of and compliance with the provisions of this Agreement, pursuant to N.J.A.C. 6A:16-6.2(b)13, throughout the county, to discuss any other matters of mutual concern, and to recommend revisions to this Agreement, insofar as, pursuant to N.J.A.C. 6A:16-6.2(b)14ii, the revisions are in addition to and do not conflict with the format and content established by the Attorney General and the Commissioner of Education and that are in addition to and do not conflict with the policies and procedures established pursuant to N.J.A.C. 6A:16-6.

It is understood that every chief of police, school building principal and local chief school administrator shall be invited to attend, along with any other persons or representatives of organization who could contribute to or benefit from the proceedings. Following each conference, the ***John L. Molinelli, Bergen County Prosecutor*** shall provide a copy of the revised MOA, or the revised section of the MOA, to all participants.

16.1 Affirmation.

As an expression of our mutual concern and commitment to students, and to the level of cooperation and understanding described in this Agreement, the undersigned parties do hereby affirm and agree to abide by the standards, procedures, principles and policies set forth in this document.

On this day and month of September 9, in the Year of 2015.

Dr. Michelle James Chief School Administrator	Lawrence Suffern Chief, Police Department or Station Commander
Howard Haughton President, District Board of Education	
Ms. Norah Peck Executive County Superintendent of Schools	John L. Molinelli County Prosecutor

[5]ADDENDUM 1 - UNDERCOVER SCHOOL OPERATIONS

1. Requests to Conduct Operations.

a. All requests by school officials to undertake an undercover school operation in a particular school or school district will be directed to the local chief of police or, where appropriate, to the Superintendent of State Police. However, it is understood that the ultimate approval of all undercover school operations can only be granted by ***Dr. Michelle James, Interim Superintendent of Englewood Public Schools*** and ***John L. Molinelli, Bergen County Prosecutor*** or, where appropriate, the Attorney General or his or her designee.

b. A request to undertake an undercover school operation will not be made public by either the requesting school official or the law enforcement agency receiving the request.

c. The county prosecutor or the Attorney General or his or her designee will make a good faith effort to comply with all reasonable requests to initiate an undercover operation, considering the scope and nature of the substance abuse or weapons-related problem in the school or district and the availability of law enforcement resources.

d. Where the county prosecutor or the Statewide Narcotics Task Force is for any reason unable to comply with a request to undertake an undercover school operation, the county prosecutor or the Attorney General or his or her designee will promptly notify the requesting school officials.

e. The decision to decline a request to undertake an undercover school operation shall not be made public by either the requesting school officials or the law enforcement agency receiving the request.

f. Nothing herein shall be construed to preclude law enforcement officials from initiating a request to conduct an undercover school operation pursuant to Section 2 of this Addendum.

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[5]*The term "undercover school operation," as defined in Article 3.1 of the attached Agreement, means a planned operation undertaken by a law enforcement agency wherein a law enforcement officer(s) is placed in a school community and poses as a member of the school community for the purpose of identifying and eventually apprehending persons engaged in the illegal distribution of controlled dangerous substances or the unlawful use, possession, or distribution of firearms or dangerous weapons.*

2. Consultation and Cooperation.

a. As a practical matter, a successful undercover school operation cannot take place without the assent and continuing cooperation of the building principal and local chief school administrator and, except as may be expressly provided herein, none shall be attempted without such assent and continuing cooperation. Accordingly, prior to the placement of any undercover officer in a school, the school building principal and the local chief school administrator will be consulted unless there are compelling reasons not to consult with either of these officials. Where the Attorney General determines that compelling reasons, exist, an alternative school official or officials will be designated who will be consulted in lieu of the building principal or local chief school administrator prior to the placement of an undercover officer in a school and throughout the course of the operation.

b. In any case where the undercover school operation has not been requested by an appropriate school official, the law enforcement agency proposing the operation will advise the building principal and local chief school administrator of the nature of the proposed operation and will, to the greatest extent possible, explain the reasons why the operation is necessary and appropriate. This explanation should include a description of the extent and nature of the suspected drug trafficking or weapons-related activities occurring within the school environment that would justify the operation. It is understood and agreed that law enforcement officials will not be required or permitted to divulge any information received in confidence, whether from an informant or otherwise, or that would violate the laws or court rules governing the disclosure of juvenile offender information, grand jury information, or information derived from electronic surveillance.

c. It is understood and agreed that undercover school operations should not necessarily be limited to schools falling within any particular region or demographic setting e.g., rural, suburban, urban center, or any particular district factoring group (i.e., a composite measure of socioeconomic status within a geographic area). Rather, subject to the availability of resources, undercover school operations should be proposed and conducted in any district or school where the designated law enforcement and school officials determine that such operations would be beneficial.

d. Information provided by law enforcement to the building principal or local chief school administrator will be kept strictly confidential and will not be divulged by the building principal or local chief school administrator to any other person without the express approval of the county prosecutor or, where appropriate, the Attorney General or his or her designee.

e. No law enforcement officer will disclose the fact that an undercover school operation has been proposed, requested, or is being or has been considered with respect to any particular school or school district.

f. The building principal and the local chief school administrator will be afforded the opportunity to offer specific concerns regarding the conduct of any proposed undercover school operation, and will also be given the opportunity to make general or specific recommendations as to how to minimize the impact of the proposed operation on the educational environment, existing substance abuse counseling programs, and the relationship between school authorities, the law enforcement community, and the student population. In developing an undercover school operation plan, and throughout the course of the operation, the law enforcement agency conducting the operation will give due consideration to the concerns and recommendations offered by the building principal and local chief school administrator. Furthermore, these school officials will be advised whenever the law enforcement agency conducting the undercover school operation is for any reason unable or unwilling to follow any proposed recommendation. However, it is understood that the law enforcement agency responsible for conducting the undercover operation shall maintain control of the logistics of any operation once begun.

g. The law enforcement agency conducting the undercover school operation will provide to the building principal and local chief school administrator a detailed briefing concerning the logistical and record keeping requirements associated with successfully placing an officer undercover. The building principal and local chief school administrator may contact the designated liaison who will be available on a 24 hour basis to respond to any problems or inquiries.

3. Security; Limited Disclosure Agreements; Early Termination.

a. The building principal and local chief school administrator will be informed as to the identity of any person assigned to an undercover investigation unless there are compelling reasons, as shall be determined by the Attorney General, not to inform either of these officials. The building principal and local chief school administrator, and any other school officials or employees who may be informed as to the identity of the undercover officer, will safeguard the identity of that officer and will not disclose the existence of a contemplated or ongoing undercover school operation to any person.

b. In the event that the building principal, local chief school administrator or any other school official or employee who may have been informed as to the existence of the operation subsequently learns of any information that suggests that the true identity of the undercover officer has been revealed, or that any person has questioned the identity or status of the undercover officer as a bona fide member of the school community, or that the integrity of the operation has been in any other way compromised, such information will be immediately communicated to the law enforcement agency conducting the operation or to the county prosecutor.

c. The school principal and local chief school administrator will be advised whenever an undercover school operation has been suspended or terminated or whenever the undercover officer is permanently removed from the school environment.

4. Use of Undercover Officers as School Employees.

It is understood that no undercover school operation may be conducted that entails the placement of an undercover officer as a certified member of the school community without prior written approval of the Attorney General with notice given to the Commissioner of Education, or in the case of non-public schools, the chief school officer. It is understood that the Attorney General will base his approval upon a finding that 1) other law enforcement methods would not be effective, and 2) there is a reasonable articulable suspicion that adult school employees or other non-student member(s) of the school community are engaged in drug trafficking or unlawful weapons-related activities. In that event, and upon such findings, the underlying purpose of the operation would not be to identify or to apprehend student offenders, but rather to identify and to apprehend suspected adult or non-student offenders. Furthermore, the law enforcement agency involved will develop, in consultation with the building principal and local chief school administrator, those steps that will be taken to minimize the undercover officer's contact with, and impact upon, the student population. It is understood that no undercover officer will be permitted to teach a formal class of instruction without the approval of the Attorney General and local chief school administrator, and that in no event will an undercover officer posing as a non-student member of the school community be permitted to establish or to simulate any confidential, trust or counselor relationship with any student.

5. Limitations on Undercover Officer Conduct.

a. *Code of Student Conduct Infractions*. It is understood that an undercover officer cannot be expected to pose as a model student. Nonetheless, no undercover officer will engage in any activities that unduly disrupt the educational environment, or that amount to code of student conduct infractions of such a nature and magnitude so as to prevent other students from enjoying the full benefits of that educational environment. An undercover officer will at all times respect the rights of teachers and other students.

b. *Confidentiality of Treatment Records*. Federal regulations and state policies concerning the confidentiality of treatment and substance abuse counseling program records and information will be strictly safeguarded. No law enforcement activity will be permitted in any way to interfere with, intrude upon, or compromise the integrity of any substance abuse counseling or treatment program.

c. *Entrapment.* No undercover officer will encourage or counsel any student to purchase or use alcohol or any controlled dangerous substance.

d. *Firearms Policy*. It is understood that undercover work concerning drug trafficking activities is inherently dangerous. Accordingly, it is understood and agreed that law enforcement will take all measures that are necessary and appropriate to protect the undercover officer, as well as to protect all students with whom the undercover officer may come in contact, and to avoid potentially violent confrontations whenever possible. In general, an undercover officer will not carry a firearm or otherwise bring onto, or maintain, a firearm on school grounds.

An exemption from the general rule prohibiting the carrying or bringing onto school grounds of a firearm will only be granted with the express approval of the officer's immediate superior, unless otherwise specified in the plan approval process for good cause shown. Any firearm brought onto school grounds will ordinarily be contained in a closed and fastened case locked in the trunk of an automobile operated by the undercover officer. It is assumed, moreover, that any exemption from the general weapons carrying policy agreed to herein will only be rarely sought, and approval to carry a firearm onto school grounds will only be granted where alternative means of providing adequate security or support are not feasible.

e. *Non-Participation in Treatment*. No undercover officer will in any way participate in or attend any drug or alcohol abuse treatment or counseling program. In the event that an undercover officer is referred to, or recommended to participate in, a counseling or treatment program by a teacher or school staff member, the undercover officer will report the circumstances of that referral or recommendation to his superiors and will decline such referral or recommendation.

f. *Preservation of Teacher Trust Relationships*. No undercover officer will engage in any activity or conversation that would require any teacher or school official to violate or compromise a trust relationship with any student.

g. *Romantic Involvement*. No undercover officer will encourage or participate in any romantic relationship with any student during the course of an undercover operation.

h. *Treatment*. No undercover officer will discourage any student from seeking drug or alcohol abuse treatment or counseling, or from reporting his or her own alcohol or substance abuse problem or dependency.

i. *Use and Distribution Prohibition*. No undercover officer will ingest or inhale (other than passive inhalation) any controlled dangerous substance; nor will any undercover officer be permitted to distribute or dispense any controlled dangerous substance without the express approval of the county prosecutor or, where appropriate, the Attorney General or his or her designee. Under no circumstances will an undercover officer sell or transfer a firearm on school grounds or to a student without the express prior approval of the county prosecutor, or, where appropriate, the Attorney General or his or her designee.

6. Post-Operation Report.

It is understood that following the termination of every undercover school operation, the county prosecutor or the Assistant Attorney General in charge of the Statewide Narcotics Task Force will prepare a post-operation report that will be transmitted to the Attorney General. The report will discuss the results and impact of the operation and any logistical or policy problems which were encountered. The report will also include recommendations for improved procedures in dealing with potentially recurring problems. The county prosecutor or the Assistant Attorney General in charge of the Statewide Narcotics Task Force will solicit the comments and recommendations of the building principal and local chief school administrator, and these comments and recommendations will be included in the post-operation report. The contents of a post-operation report will be publicly disclosed, and a copy will be provided to the building principal, the local chief school administrator, the executive county superintendent and the Commissioner of Education.

7. Post-Operation Seminars.

To maximize the deterrent impact of an undercover school operation, the law enforcement agency conducting the operation will make available officers to participate in seminars which, upon the invitation of appropriate school officials, may be held in the school in which the operation was conducted. The purpose of these seminars will be to discuss with teachers, parents and/or students the nature of the completed operation, the steps taken to minimize the intrusion into the educational environment, and to discuss the substance abuse or weapons-related problem from a law enforcement perspective. It is the agreed upon policy of the parties to the attached Agreement to promote the frank and open discussion of issues concerning the need for such operations, and to solicit opinions and recommendations from teachers, parents, students and members of the community-at-large.

ADDENDUM 2 – UNSAFE SCHOOL CHOICE OPTION POLICY

Provision II: Victims of Violent Criminal Offenses

The Unsafe School Choice Option (USCO) provision (*Section 9532 of Title IX*) under the *No Child Left Behind Act (NCLB) of 2001* sets forth, in part, the following which applies to all school buildings that are a part of a local education agency (LEA):

"… a student … who becomes a *victim of a violent criminal offense*, as determined by *State law*, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school." *(italics added)*

The individual victim provision of the USCO policy attempts to fulfill the requirement for LEAs to provide relief to students who have been victimized, while providing schools with a *practical* means for making determinations on incidents of victimization that are within the purview of LEAs. The individual victim policy has been crafted to enable school staff to make reasonable determinations and actions regarding the policy. LEAs are strongly encouraged, however, to consult with their school board attorneys and communicate with designated local and/or county law enforcement authorities, per the provisions of the *Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials* and N.J.A.C. *6A:16-6.2(b)13*, on questions and issues that arise in the implementation of the individual victims of violent criminal offenses policy.

The following criteria must be used to determine when an enrolled student has become a victim of a violent criminal offense while in or on the grounds of a public elementary or secondary school that the student attends. These criteria only apply to a student who has become a victim of one or more of the violent criminal offenses enumerated at http://www.nj.gov/education/grants/nclb/policy/unsafe.htm.

A student is considered a victim of a violent criminal offense when:

1) A referral has been made to law enforcement officials for suspicion that one of the violent criminal offenses enumerated below has occurred; **and**

2) One or more of the following applies:

- Law enforcement officials have filed formal charges against the perpetrator(s) for commission of the violent crime; **or**

- The perpetrator(s) of the violent crime has received sanctions in accordance with the district board of education's code of student conduct, pursuant to N.J.A.C. 6A:16-7.1; **or**

- The perpetrator(s) of the violent crime either has not been identified or is not an enrolled student(s), but it is clear that the student (victim) has become a victim of a violent criminal offense based on objective indicators such as physical evidence, eyewitness testimony, and/or circumstantial evidence; **or**

- The pre-existence of a restraining order against the perpetrator(s) of the violent crime.

[See POLICY ALERT Nos. 175 and 201]

3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING TEACHERS AND ADMINISTRATORS

The Board of Education recognizes the importance of teaching staff member effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts Policy and Regulation 3222 for the evaluation of teaching staff members consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation provides the provisions and requirements for teaching staff member evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of Policy and Regulation 3222, "teaching staff member" includes, but is not limited to, educational services staff members, guidance counselors, school nurses, library/media specialists, occupational therapists, and other teaching staff members working under an educational services certificate. For the purposes of Policy and Regulation 3222, "teaching staff member" does not include teachers, Principals, Vice Principals, Assistant Principals, and administrators, including, but not limited to, directors and/or supervisors.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness shall not override any conflicting provision(s) of collective bargaining agreements or other employment contracts in effect on July 1, 2013 and no collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in written performance reports and all information collected, compiled, and/or maintained by employees for the evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board shall annually adopt evaluation rubrics for teaching staff members which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall

meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teaching staff members and shall ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all teaching staff members. A District Evaluation Advisory Committee shall be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

The minimum requirements for the evaluation procedures for teaching staff members as outlined in N.J.A.C. 6A:10-2.4 shall be followed. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5.

Observations and evaluations for nontenured teaching staff members shall be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for nontenured teaching staff members shall be completed prior to the May 15 notice requirement date for continued employment. Evaluations for tenured teaching staff members shall be completed prior to June 30.

The Superintendent shall annually notify all teaching staff members of the adopted evaluation policies and procedures/regulations no later than October 1. If a teaching staff member is hired after October 1, the Superintendent shall notify the teaching staff member of the policies and procedures/regulations at the beginning of his or her employment. All teaching staff members shall be notified of amendments to the policy and procedures/regulations within ten teaching staff member working days of adoption.

N.J.S.A. 18A:6-117 et seq.; N.J.S.A. 18A:27-3.1
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5

Adopted:

[See POLICY ALERT Nos. 96, 106, 139, 141, 147, 157, 170, 178 and 204]

5310 HEALTH SERVICES

~~The Board of Education shall develop and adopt written policies, procedures, mechanisms, or programs governing the following school functions in accordance with N.J.A.C. 6A:16-1.4(a):~~

1. ~~Care of any pupil who becomes injured or ill while at school or during participation in school sponsored activities (Policy and Regulation 8441);~~

2. ~~Transportation and supervision of any pupil determined to be in need of immediate medical care (Policy and Regulation 8441);~~

3. ~~Isolation, exclusion, and readmission of any pupil or employee suspected of having a communicable disease as required by N.J.S.A. 18A:40-7 to 12 and 18A:40-16 to 18 (Policy and Regulation 8451);~~

4. ~~Provision of health services including immunization, administration of medication, treatment of asthma, medical examinations, nursing services, and emergency medical situations as required in N.J.A.C. 6A:16-2 (Policies 5305 and 5307 and Policies and Regulations 5310, 5320, 5330, and 8441);~~

5. ~~An annual Nursing Services Plan that details the provision of nursing services based upon pupil need in the school district pursuant to N.J.A.C. 6A:16-2.1(b)(Policy 5307);~~

6. ~~Administration of medication to pupils under the written order of a school physician or medical home pursuant to N.J.A.C. 6A:16-2.3(a)3vii (Policy and Regulation 5330);~~

7. ~~Emergency administration of epinephrine via epipen to a pupil for anaphylaxis pursuant to N.J.S.A. 18A:40-12.5 (Policy and Regulation 5330);~~

8. ~~Provision of medical and nursing services to meet requirements for health history, medical examination, and health screening as an alternative for pupils who do not have a medical home or have a religious objection to the required examinations pursuant to N.J.S.A. 18A:35-4.8 (Policy and Regulation 5306);~~

9. ~~Provision of nursing services to non-public schools located in the school district as required by N.J.S.A. 18A:40-23 through 31 and N.J.A.C. 6A:16-2.5 (Policy & Regulation 5310);~~

10. ~~Comprehensive substance abuse prevention, intervention, and treatment referral programs pursuant to N.J.S.A. 18A:40A-8 through 18 and N.J.A.C. 6A:16-3 and 4 (Policy & Regulation 5530);~~

11. ~~Confidentiality related to juvenile justice proceedings pursuant to N.J.S.A. 2A:4A-60 and N.J.A.C. 6A:16-5.4, HIV identifying information pursuant to N.J.S.A. 26:5C-5 et seq., and drug and alcohol use information pursuant to 42 CFR Part 2, N.J.S.A. 18A:40A-7.1 through 7.2, and N.J.A.C. 6A:16-3.2 (Policies 8453 and 9323 and Policy and Regulation 5530); and~~

12. ~~School safety plans as required by N.J.A.C. 6A:16-5.1 (Policies and Regulations 7430, 8420, 8431 and 8468 and Regulations 8420.1 through 8420.6).~~

~~The Board of Education shall develop and adopt policies and procedures that fulfill the rules and regulations of the New Jersey Department of Health and Senior Services, New Jersey Department of Human Services, New Jersey Department of Agriculture, and local boards of health which include the following requirements in accordance with N.J.A.C. 6A:16-1.4(b):~~

1. ~~Exclusion of any pupil from the school setting for failure to meet requirements for immunization against communicable disease as required in N.J.A.C. 8:57-4, Immunization of Pupils in School (Policy and Regulation 5320);~~

~~2. Exclusion of any person from the school setting if the person has uncovered weeping skin lesions as required in N.J.A.C. 8:61-2.1, Attendance at School by Pupils or Adults with HIV Infection (Policy and Regulation 8451 and Policy 8453);~~

~~3. Procedures for sanitation and hygiene when handling blood and bodily fluids pursuant to N.J.A.C. 8:61-2, Participation and Attendance at School by Individuals with HIV Infection, and conforming to Centers for Disease Control and Prevention guidelines that schools implement universal precautions (Policy and Regulation 8451 and Policy 8453);~~

~~4. Assurance that any pupil with HIV infection or AIDS or who lives with or is related to someone with HIV or AIDS is not excluded from general education, transportation services, extra-curricular activities, athletic activities, assigned to home instruction, or classified as eligible for special education for reason of HIV infection pursuant to N.J.A.C. 8:61-2.1 (Policy and Regulation 8451 and Policy 8453);~~

~~5. Creation of wellness policies pursuant to 7 CFR Parts 210, 215, 220 and 245 and N.J.A.C. 2:36-1.7, Local School Nutrition Policy (Policy 8505); and~~

~~6. Ensuring accessibility of the NJ FamilyCare Program for pupils who are knowingly without medical coverage pursuant to N.J.S.A. 18A:40-34.~~

~~When the school district engages in pupil testing, studies, or surveys the Board procedures and materials shall meet the Federal requirements of 20 U.S.C. § 1232h, and N.J.S.A. 18A:36-34, School Surveys, parent(s) or legal guardian(s) consent required before administration in accordance with N.J.A.C. 6A:16-1.4(c)(Policies 2415.05 and 9560).~~

The Board of Education shall develop and adopt the following written policies, procedures, and mechanisms in accordance with N.J.A.C. 6A:16-2.1(a) for the provision of health, safety, and medical emergency services**,** and **shall** ensure staff ~~members~~ are informed as appropriate:

1. The review of immunization records for completeness pursuant to N.J.A.C. 8:57-4.1 through 4.20 (Policy and Regulation 5320);

2. The administration of medication to **students** ~~pupils~~ in the school setting in accordance with N.J.A.C. 6A:16-2.1(a)2. (Policy and Regulation 5330)~~.~~**;**

3. The review of Do Not Resuscitate (DNR) **o**~~O~~rders received from the **student's** ~~pupil's~~ parent~~(s) or legal guardian(s)~~ or medical home (Policy 5332);

4. The provision of health services in emergency situations**,** including:

   a. The emergency administration of epinephrine via **Epi-pen auto-injector** ~~epipen~~ pursuant to N.J.S.A. 18A:40-12.5 (Policy and Regulation 5330);

   b. The emergency administration of glucagon pursuant to N.J.S.A. 18A:40-12.14 (Policy and Regulation 5338);

   c~~b~~. The care of any **student** ~~pupil~~ who becomes injured or ill while at school or ~~during participation~~ **participating** in school-sponsored functions (Policy and Regulation 8441);

   d~~c~~. The transportation and supervision of any **student** ~~pupil~~ determined to be in need of immediate **medical** care (Policy and Regulation 8441); **and**

   e~~d~~. The notification to parent**s**~~(s) or legal guardian(s)~~ of any **student** ~~pupil~~ determined to be in need of immediate medical care (Policy and Regulation 8441)**.**~~; and~~

   ~~e. The administration of medication for pupils requiring epinephrine (Policy and Regulation 5330).~~

5. The treatment of asthma in the school setting in accordance with **the provisions of** N.J.A.C. 6A:16-2.1(a)5 (Policy 5335)~~.~~**;**

6. The administration of **student** ~~pupil~~ medical examinations, pursuant to N.J.S.A. 18A:40-4, N.J.S.A. 18A:35-4.8, and N.J.A.C. 6A:16-2.2 (Policy and Regulation 5310);

7. **Utilization of** ~~Procedures for~~ sanitation and hygiene when handling blood and bodily fluids pursuant to N.J.A.C. ~~8:61-1.1(f)~~ **12:100-4.2, Safety and Health Standards for Public Employees,** and in compliance with **29 CFR 1910.1030, Public Employees Occupational Safety and Health Program (PEOSH) Bloodborne Pathogens Standards;** ~~the Centers for Disease Control and Prevention's guidelines which advise that schools implement universal precautions titled Universal Precaution for Prevention of Transmission of HIV and Other Bloodborne Infections (1987, updated 1996), incorporated herein by reference, as amended and supplemented, which is available from the Centers for Disease Control and Prevention, Division of Healthcare Quality Promotion, 1600 Clifton Road, Atlanta, GA 30333~~ (Policy and Regulation 7420)~~; and~~

8. Provision of nursing services to nonpublic schools located in the school district as required by N.J.S.A. 18A:40-23 et seq. and N.J.A.C. 6A:16-2.5 (Policy and Regulation 5306)~~.~~**;**

9. Self-administration of medication by a student for asthma or other potentially life-threatening allergic reaction pursuant to N.J.S.A. 18A:40-12.3, 12.5, and 12.6, and the self-management and care of a student's diabetes as needed pursuant to N.J.S.A. 18A:40-12.15 (Policy and Regulation 5330);

10. Development of an individual healthcare plan and individualized emergency healthcare plan for students with chronic medical conditions, including diabetes, asthma, and life-threatening allergies, requiring special health services in accordance with N.J.S.A. 18A:40-12.11.c, 12.12, 12.13, and 12.15; and N.J.A.C. 6A:16-2.3(b)3xii (Policies and Regulations 5331 and 5338); and

11. Management of food allergies in the school setting and the emergency administration of epinephrine to students for anaphylaxis pursuant to N.J.S.A. 18A:40-12.6a through 12.6d (Policy and Regulation 5331).

The Board of Education shall annually adopt the school district's nursing services plan at a regular meeting.

The Board of Education shall **comply with** ~~provide~~ the **following required** health services as ~~required~~ **outlined** in N.J.A.C. 6A:16-2.2 ~~as indicated below~~:

1. Immunization records shall be reviewed and updated annually pursuant to N.J.A.C. 8:57-4.1 through **4.24** ~~4.16~~.

2. A Building Principal or designee shall not knowingly admit or retain in the school building any **student** ~~pupil~~ whose parent~~(s) or legal guardian(s)~~ has not submitted acceptable evidence of the child's immunization, according to the schedule specified in N.J.A.C. 8:57-4, Immunization of Pupils in School.

3. The school district shall perform tuberculosis tests on **students** ~~pupils~~ using methods required by and when specifically directed to do so by the New Jersey Department of Health ~~and Senior Services,~~ based upon the incidence of tuberculosis or reactor rates in specific communities or population groups pursuant to N.J.S.A. 18A:40-16.

4. The school district shall immediately report **by telephone to the health officer of the jurisdiction in which the school is located** any communicable diseases ~~that are~~ identified as reportable pursuant to N.J.A.C. 8:57-1, whether confirmed or presumed~~, by telephone to the health officer of the jurisdiction in which the school is located~~.

5. Each school in the district shall have and maintain for the care of **students** ~~pupils~~ at least one nebulizer in the office of the school nurse or a similar accessible location pursuant to N.J.S.A. 18A:40-12.7.

6. Each **student** ~~pupil~~ medical examination shall be conducted at the medical home of the **student** ~~pupil~~. If a **student** ~~pupil~~ does not have a medical home, the school district shall provide **the** ~~this~~ examination at the school physician's office or other comparably equipped facility **pursuant to N.J.S.A. 18A:40-4**.

~~a. For the purpose of the physical examination required prior to participation on a school-sponsored interscholastic athletic team or squad for pupils enrolled in any of the grades six to twelve in accordance with N.J.A.C. 6A:16-2.2(h)1, the pupil's parent(s) or legal guardian(s) may choose either the school physician or their own private physician.~~

~~b. A full report of the examination shall be maintained as part of the pupil's health record.~~

7. The findings of **the** medical examinations as required under 8. below shall ~~be documented on a form that is approved by the Commissioner of Education and shall~~ include the following components:

   a. Immunizations pursuant to N.J.A.C. 8:57-4.1 through **4.24** ~~4.16~~;

   b. Medical history**,** including allergies, past serious illnesses, injuries**,** ~~and~~ operations, medications, and current health problems;

   c. Health screenings including height, weight, hearing, blood pressure, and vision; and

   d. Physical examinations.

8. The school district shall ensure that **students** ~~pupils~~ receive medical examinations **in accordance with N.J.A.C. 6A:16-2.2(f) and 6. above and**:

   a. Prior to participation on a school-sponsored interscholastic athletic team or **intramural athletic team or** squad for **students** ~~pupils~~ enrolled in any ~~of the~~ grade~~s~~ six to twelve in accordance with N.J.A.C. 6A:16-2.2(h)1;

   b. Upon enrollment **in** ~~into~~ school in accordance with N.J.A.C. 6A:16-2.2(h)2;

c. When applying for working papers in accordance with N.J.A.C. 6A:16-2.2(h)3;

d. For the purposes of the comprehensive Child Study Team evaluation pursuant to N.J.A.C. 6A:14-3.4 in accordance with N.J.A.C. 6A:16-2.2(h)4; and

e. When ~~the pupil~~ **a student** is suspected of being under the influence of alcohol or controlled dangerous substances, pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3 in accordance with N.J.A.C. 6A:16-2.2(h)5.

9. The Board of Education shall make accessible information regarding the N**ew** J**ersey** FamilyCare Program ~~for pupils~~ **to students** who are knowingly without medical coverage pursuant to N.J.S.A. 18A:40-34.

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

11. The **Board of Education** ~~school nurse~~ shall ensure that **students** ~~pupils~~ receive health screenings as outlined **in N.J.A.C. 6A:16-2.2(k).** ~~below in accordance with New Jersey Department of Education Health Service Guidelines:~~

~~a. Screening for height, weight, and blood pressure shall be conducted annually for each pupil in Kindergarten through grade twelve.~~

~~b. Screening for visual acuity shall be conducted biennially for pupils in Kindergarten through grade ten.~~

~~c. Screening for auditory acuity shall be conducted annually for pupils in Kindergarten through grade three and in grades seven and eleven pursuant to N.J.S.A. 18A:40-4.~~

~~d. Screening for scoliosis shall be conducted biennially for pupils between the ages of ten and eighteen pursuant to N.J.S.A. 18A:40-4.3.~~

~~e. Screenings shall be conducted by a school physician, school nurse, physical education instructor, or other school personnel properly trained.~~

~~f. The school district shall provide for the notification of the parent(s) or legal guardian(s) of any pupil suspected of deviation from the recommended standard.~~

12. The _____ **school nurse or designee** shall screen to ensure hearing aids worn by **students** ~~pupils~~ who are deaf and/or hard of hearing are functioning properly. The _____ **school nurse or designee** will ensure any FM hearing aid systems in classrooms or any school equipment in the school building used to assist **students** ~~pupils~~ hear are functioning properly.

N.J.S.A. 18A:40-4 et seq.
N.J.A.C. 6A:16-1.**3**~~4 et seq.~~; 6A:16-2.2 et seq.

Adopted:

[See POLICY ALERT Nos. 181 and 201]

R 3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING TEACHERS AND ADMINISTRATORS

A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3222 unless the context clearly indicates otherwise:

"Announced observation" means the person conducting an evaluation for the purpose of evaluation will notify the teaching staff member of the date and the time period the observation will be conducted.

"Annual performance report" means a written appraisal of the teaching staff member's performance prepared by the teaching staff member's supervisor based on the evaluation rubric for his or her position.

"Annual summative evaluation rating" means an annual evaluation rating that is based on appraisals of educator practice and student performance, if applicable, and includes all measures captured in a teaching staff member's evaluation rubric. The four summative performance categories are ineffective, partially effective, effective, and highly effective.

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.

"Corrective Action Plan" means a written plan developed by a teaching staff member serving in a supervisory capacity in collaboration with the teaching staff member to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual teaching staff member and the school district for implementing the plan, and specific support that the district shall provide.

"Department" means the New Jersey Department of Education.

"District Evaluation Advisory Committee" means a group created to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

"Educator practice instrument" means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the educator practice instrument may be components of the teaching staff member's evaluation rubrics and the scores may be included in the summative evaluation rating for the individual.

"Evaluation" means an appraisal of an individual's professional performance in relation to his or her job description, professional standards, and Statewide evaluation criteria that incorporates analysis of multiple measures of student achievement or growth, as applicable, and multiple data sources.

"Evaluation rubrics" means a set of criteria, measures, and processes used to evaluate all teaching staff members in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals, and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

"Indicators of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.

"Individual professional development plan" means a written statement of goals developed by a teaching staff member serving in a supervisory capacity in collaboration with a teaching staff member, that: aligns with professional standards for teachers set forth in N.J.A.C. 6A:9-3.3 and the New Jersey Professional Development Standards: derives from the annual evaluation process; identifies professional goals that address specific individual, district or school needs, or both; and grounds professional development activities in objectives related to improving teaching, learning, and student achievement. The individual professional development plan shall include timelines for implementation, responsibilities of the employee and the school district for implementing the plan, and specific support and periodic feedback that the district shall provide.

"Job description" means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

"Observation" means a method of collecting data on the performance of a teaching staff member's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-1.1.

"Post-observation conference" means a meeting, either in-person or remotely, between a supervisor who conducted the observation and the teaching staff member for the purpose of evaluation to discuss the data collected in the observation.

"Scoring guide" means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

"Signed" means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

"Student growth objective" is an academic goal that teaching staff members and evaluators may set for groups of students.

"Superintendent" means Superintendent of Schools or Chief School Administrator.

"Supervisor" means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-1.1.

"Teaching staff member" means a member of the professional staff of any district or regional Board of Education, or any county vocational school district Board of Education, holding office, position, or employment of such character that the qualifications for such office, position, or employment require him or her to hold a valid, effective, and appropriate standard, provisional, or emergency certificate issued by the State Board of Examiners. Teaching staff members include the positions of school nurse and school athletic trainer. There are three different types of certificates that teaching staff members work under:

1. An instructional certificate (holders of this certificate are referred to in N.J.A.C. 6A:10-1.1 et seq. as "teachers");

2. Administrative certificate; and

3. Educational services certificate.

For the purposes of Policy 3222 and this Regulation, "teaching staff member" includes, but is not limited to, educational services staff members, guidance counselors, school nurses, library/media specialists, occupational therapists, and other teaching staff members working under an educational services certificate and does not include teachers, Principals, Vice Principals, Assistant Principals, and administrators, including, but not limited to, Directors and/or Supervisors.

"Unannounced observation" means the person conducting an observation for the purpose of evaluation will not notify the teaching staff member of the date or time the observation will be conducted.

B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

The rules in N.J.A.C. 6A:10-1.1 et seq. shall not override any conflicting provision(s) of collective bargaining agreements or other employment contracts entered into by a school district in effect on July 1, 2013. No collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives.

C. Educator Evaluation Data, Information, and Written Reports – N.J.A.C. 6A:10-1.4

All information contained in written performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

D. Evaluation of Teaching Staff Members – N.J.A.C. 6A:10-2.1

1. The Board of Education annually shall adopt evaluation rubrics for all teaching staff members. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.

2. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.

E. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education shall meet the following requirements for the annual evaluation of teaching staff members, unless otherwise specified:

   a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.

   b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c).

   c. Ensure the Superintendent annually notifies all teaching staff members of the adopted evaluation policies and procedures no later than October 1. If a teaching staff member is hired after October 1, the Board/Superintendent shall notify the teaching staff member of the policies and procedures at the beginning of his or her employment. All teaching staff members shall be notified of amendments to the policy and procedures within ten teaching staff member working days of adoption.

   d. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district’s evaluation rubrics.

   e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2.

f. Ensure data elements are collected from the implementation of the educator practice instrument and store the data in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation.

g. Ensure each Principal in the district certifies any observer who conducts an observation of a teaching staff member for the purpose of evaluation as described in N.J.A.C. 6A:10-2.4(h); N.J.A.C. 6A:10-4.4; and N.J.A.C. 6A:10-5.4, shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all teaching staff members and, when applicable, applying the Commissioner-approved educator practice instruments:

a. Annually provide training on and descriptions of each component of the evaluation rubric for all teaching staff members who are being evaluated in the school district and provide more thorough training for any teaching staff member who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;

b. The Superintendent may be required to annually certify to the Department that all supervisors of teaching staff members in the school district who are utilizing educator practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the educator practice instruments.

F. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups.

3. Beginning in 2017-2018, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District's Evaluation Advisory Committee.

G. Evaluation Procedures for Teaching Staff Members – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3222 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation procedures for teaching staff members.

2. Evaluation policies and procedures requiring the annual evaluation of all teaching staff members shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:

   a. Evaluation rubrics for all teaching staff members;

   b. Roles and responsibilities for implementation of evaluation policies and procedures;

c. Job descriptions and applicable evaluation criteria based upon school district goals, student achievement, instructional priorities, and the evaluation regulations set forth in N.J.A.C. 6A:10 et seq.;

d. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the processes for observations for the purpose of evaluation and post-observation conference(s) by the teaching staff member's supervisor, or his or her designee;

e. The process for preparation of individual professional development plans; and

f. The process for preparation of an annual written performance report by the teaching staff member's supervisor or designee, and an annual summary conference between the teaching staff member and his or her supervisor, or the supervisor's designee.

3. The annual summary conference between the supervisor and the teaching staff member shall be held before the written performance report is filed. The conference shall include, but not be limited to, a review of the following:

a. The performance of the teaching staff member based upon the job description and, when applicable, the scores or evidence compiled using the teaching staff member's evaluation rubric, which may include the educator practice instrument;

b. The progress of the teaching staff member toward meeting the objectives of the individual professional development plan or, when applicable, the corrective action plan;

c. Available indicators or scores of student achievement or growth, when applicable, such as student growth objective scores and student growth percentile scores; and

d. The preliminary annual written performance report.

4. If any scores for the teaching staff member's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.

5. The annual written performance report shall be prepared by the teaching staff member's supervisor and shall include, but not be limited to:

   a. A summative rating based on the evaluation rubric;

   b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, when applicable, the educator practice instrument;

   c. An individual professional development plan developed by the supervisor and the teaching staff member or, when applicable, a corrective action plan from the evaluation year being reviewed in the report; and

   d. A summary of student achievement or growth indicators, when applicable.

6. The teaching staff member and the preparer of the annual written performance report shall sign the report within five teaching staff member working days of the review.

7. The annual summary conference and annual written performance report shall be completed prior to June 30.

8. The Board of Education shall add all written performance reports and supporting data, including, but not limited to, indicators of student progress and growth for a teaching staff member, if applicable as part of his or her personnel file. The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

H. Corrective Action Plans for Teaching Staff Members – N.J.A.C. 6A:10-2.5

1. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teaching staff member and the Superintendent or the teaching staff member's supervisor.

2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the teaching staff member and his or her supervisor shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the teaching staff member's annual summary conference that occurs at the end of the year of evaluation.

3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the teaching staff member and his or her supervisor shall meet to discuss the corrective action plan within fifteen teaching staff member working days following the school district's receipt of the teaching staff member's summative rating.

4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. 6A:9-15.4(c) and 15.7(c) until the next annual summary conference.

5. The content of the corrective action plan shall:

   a. Address areas in need of improvement identified in the teaching staff member evaluation rubric;

   b. Include specific, demonstrable goals for improvement;

   c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and

   d. Include timelines for meeting the goal(s).

6. The teaching staff member's supervisor, or his or her designee, and the teaching staff member on a corrective action plan shall discuss the teaching staff member's progress toward the goals outlined in the corrective action plan during each post-observation conference.

7. Progress toward the teaching staff member's goals outlined in the corrective action plan, and data and evidence collected by the supervisor and/or the teaching staff member to determine progress between the time the corrective action plan began and the next annual summary conference, shall be documented in the teaching staff member's personnel file and reviewed at the annual summary conference.

8. Progress toward the teaching staff member's goals outlined in the corrective action plan may be used as evidence in the teaching staff member's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

9. Responsibilities of the evaluated teaching staff member on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the teaching staff member's supervisor.

I. Teaching Staff Member Observations and Evaluations

1. The Superintendent shall determine the duration of observations required for nontenured teaching staff members pursuant to N.J.S.A. 18A:27-3.1.

2. Each nontenured teaching staff member shall be observed and evaluated in the performance of his or her duties at least three times during each school year, but not less than once during each semester.

3. Each tenured teaching staff member shall be observed and evaluated in the performance of his or her duties at least once each school year. The Superintendent shall determine the duration of observations.

4. Observations include, but are not limited to, observations of meetings, student instruction, parent conferences, and a case-study analysis of a significant student issue.

5. Each observation shall be followed within fifteen teaching staff member working days by a conference between the administrator or supervisor staff member who made the observation and written evaluation and the teaching staff member.

6. The required observations for the purposes of the annual evaluation for nontenured teaching staff members shall take place before April 30 each year. These observations may cover that period between April 30 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three observations must have been completed prior to April 30.

7. The number of required observations and the annual evaluation for nontenured teaching staff members may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.

8. Evaluations for nontenured teaching staff members shall be completed prior to May 15.

9. Evaluations for tenured teaching staff shall be completed prior to June 30.

10. Each evaluation of nontenured and tenured teaching staff members shall be followed by a conference between that teaching staff member and the administrative or supervisory staff member who has made the observation and written evaluation. Both parties to such a conference shall sign the written evaluation report and each shall retain a copy for his or her records. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for correction, and improve professional competence.

11. The teaching staff member may submit his or her written objection(s) of the evaluation within ten teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.

Adopted:

[See POLICY ALERT Nos. 106, 139, 147, 157, 170, 178 and 204]

R 5310 HEALTH SERVICES

A. Definitions – N.J.A.C. 6A:16-1.3

1. Advanced practice nurse – means a person who holds **a** current **license** ~~certification~~ as nurse practitioner/clinical nurse specialist from the State Board of Nursing.

2. Certified School Nurse – means a person who holds a current license as a registered professional nurse from the State Board of Nursing and an Educational Services **Certificate** ~~Endorsement~~, school nurse or school nurse/non-instructional **endorsement** from the Department of Education pursuant to N.J.A.C. 6A:9-13.3 and 13.4.

3. Medical Examination – means the assessment of an individual's health status.

4. Medical Home – means a health care provider**, including New Jersey FamilyCare providers as defined by N.J.S.A. 30:4J-12** and **the** ~~that~~ provider's practice site chosen by the **student's** ~~pupil's~~ parent ~~or legal guardian~~ for the provision of health care.

5. Non-certified Nurse – means a person who holds a current license as a ~~registered~~ professional nurse from the State Board of Nursing and is employed by a district Board of Education or nonpublic school, and who is not certified as a school nurse by the Department of Education.

6. Physical Examination – means the examination of the body by a professional licensed to practice medicine or osteopathy**,** or an advanced practice nurse. The term includes ~~very~~ specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.

7. School Physician – means a physician with a current license to practice medicine or osteopathy from the New Jersey Board of Examiners who works under a contract or as an employee of the school district. The physician is also referred to as the medical inspector as per N.J.S.A. 18A:40-1.

B. Medical Examinations – General Conditions

Each **student** ~~pupil~~ medical examination shall be conducted at the medical home of the **student** ~~pupil~~. If a **student** ~~pupil~~ does not have a medical home, the school district shall provide **the** ~~this~~ examination at the school physician's office or other comparably equipped facility **pursuant to N.J.S.A. 18A:40-4**. ~~For the purpose of the physical examination required for pupils prior to participation on a school-sponsored interscholastic or intramural athletic team or squad for pupils enrolled in grades six to twelve, the pupil's parent(s) or legal guardian(s) may choose either the school physician or their own private physician. A full report of the examination shall be maintained as part of the pupil's health record.~~

The findings of required examinations under C. through G. below shall ~~be documented on a form that is approved by the Commissioner of Education and shall~~ include the following components:

1. Immunizations pursuant to N.J.A.C. 8:57-4.1 through **4.24** ~~4.16~~;
2. Medical history including allergies, past serious illnesses, injuries**,** ~~and~~ operations, medications, and current health problems;
3. Health screenings including height, weight, hearing, blood pressure, and vision; and
4. Physical examinations.

The ~~district~~ Board of Education shall make accessible information regarding the N**ew** J**ersey** FamilyCare Program for **students** ~~pupils~~ who are knowingly without medical coverage pursuant to N.J.S.A. 18A:40-34.

Pursuant to N.J.S.A. 18A:40-4.4, a **student** ~~pupil~~ who presents a statement signed by his/her parent~~(s) or legal guardian(s)~~ that required examinations interfere with the free exercise of his/her religious beliefs shall be examined only to the extent necessary to determine whether the **student** ~~pupil~~ is ill or infected with a communicable disease or under the influence of alcohol or drugs or is disabled or is fit to participate in any health, safety, or physical education course required by law.

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

C. Medical Examinations - Prior **t**~~T~~o Participation **o**~~O~~n **a**~~A~~ School-Sponsored Interscholastic **o**~~O~~r Intramural Athletic Team **o**~~O~~r Squad **f**~~F~~or **Students** ~~Pupils~~ Enrolled **i**~~I~~n **Any** Grade~~s~~ Six **t**~~T~~o Twelve

The school district shall ensure that **students** ~~pupils~~ receive medical examinations prior to participation on a school-sponsored interscholastic or intramural athletic team or squad for **students** ~~pupils~~ enrolled in any ~~of the~~ grade~~s~~ six to twelve.

1. The examination shall be conducted within 365 days prior to the first practice session.

2. The medical examination shall include a health history questionnaire~~,~~ completed and signed by the parent~~(s) or legal guardian(s)~~.

   a. The report of health findings of the medical examination for participation shall be documented on the Athletic Preparticipation Physical Examination Form approved by the Commissioner of Education to determine whether the **student** ~~pupil~~ had or currently has any of the following ~~conditions~~ since their last physical:

      (1) Injuries;

      (2) Chronic or ongoing illness;

      (3) **Need for p**~~P~~rescribed medication;

      (4) Allergies;

      (5) Head-related conditions;

      (6) Heart-related conditions;

      (7) Eye, ear, nose, mouth, or throat conditions;

      (8) Neuromuscular/orthopedic conditions; or

      (9) General or exercise-related conditions.

b. The medical report shall include a determination concerning the **student's** ~~pupil's~~ participation **that** ~~from the examining physician, advanced practice nurse or physician's assistant which~~ includes, at a minimum, the following normalities:

(1) Measurement of weight, height, and blood pressure;

(2) Examination of the skin to determine the presence of infection, scars from previous surgery or trauma, jaundice**, a rash,** and purpura;

(3) Examination of the eyes to determine visual acuity, use of eyeglasses or contact lenses, and examination of the sclera for the presence of jaundice;

(4) Examination of the ears to determine the presence of acute or chronic infection, perforation of the eardrum and gross hearing loss;

(5) Examination of the nose to assess the presence of deformity which may affect endurance;

(6) Assessment of the neck, back, and spine to determine range of motion, the presence of pain associated with such motion, and abnormal curvature of the spine;

(7) Examination of chest contour;

(8) Auscultation and percussion of the lungs;

(9) Assessment of the heart with attention to the presence of murmurs, noting rhythm and rate;

(10) Assessment of the abdomen with attention to the possible presence of **hepatomegaly** ~~heptamegaly~~, splenomegaly, or abnormal masses;

(11) Examination of upper and lower extremities to determine abnormal mobility or immobility, deformity, instability, muscle weakness or atrophy, surgical scars and varicosities;

(12) Examination of the testes to determine the presence and descent of testes, abnormal masses, or configurations, or hernia;

(13) Assessment of physiological maturation; and

(14) Neurological examination to assess balance and coordination.

c. The medical report shall indicate **if** ~~whether~~ a **student** ~~pupil~~ is allowed or disallowed to participate in the required sports categories and **shall** ~~must~~ be completed and signed by the original examining physician, advanced practice nurse, or physician's assistant.

d. **An incomplete** ~~A~~ form ~~that is incomplete~~ shall be returned to the **student's** ~~pupil's~~ medical home for completion **unless the school nurse can provide documentation to the school physician that the missing information is available from screenings completed by the school nurse or physician within the prior 365 days**.

3. Each **student** ~~pupil~~ whose medical examination was completed more than sixty days prior to the first practice session shall provide a health history update of medical problems experienced since the last medical examination. This shall be completed and signed by the parent~~(s) or legal guardian(s)~~. The health history update shall include the following information:

a. Hospitalization/operations;

b. Illnesses;

c. Injuries;

d. Care administered by a physician of medicine or osteopathy, advanced practice nurse, or physician's assistant; and

e. Medications.

4. Each school district shall provide **to the parent** written notification signed by the school physician ~~to the parent(s) or legal guardian(s)~~ stating approval of the **student's** ~~pupil's~~ participation in athletics based upon the medical report or the reasons for the school physician's disapproval of the **student's** ~~pupil's~~ participation.

5. A **student** ~~pupil that~~ **who** does not have a completed Athletic Preparticipation Physical Examination Form shall not be permitted to participate.

D. Medical Examinations - Upon Enrollment **in** ~~Into~~ School

1. The school district shall ensure that **students** ~~pupils~~ receive medical examinations upon enrollment **in** ~~into~~ school. **The p**~~P~~arent~~(s) or legal guardian(s)~~ shall be required to provide examination documentation of each **student** ~~pupil~~ within thirty days ~~upon~~ **of enrollment in the** ~~enrolling into~~ school.

2. When a **student transfers** ~~pupil is transferring~~ to another school, **the sending** ~~each~~ school district shall ensure **the entry-examination** ~~that pupil~~ documentation ~~of entry examination~~ is forwarded to the **receiving** ~~transfer~~ school district pursuant to N.J.A.C. 6A:16-2.4(d).

3. **Students** ~~Pupils~~ transferring into this school district from out-of-State or out-of-country may be allowed a thirty-day period ~~in order~~ to obtain entry examination documentation.

4. The **school district** ~~school nurse~~ shall notify parents~~(s) or legal guardian(s)~~ **through its website or other means about** ~~of~~ the importance of obtaining subsequent medical examinations of the **student** ~~pupil~~ at least once during each developmental stage**:**~~,~~ at early childhood (pre-school through grade three), pre-adolescence (grades four through six)**,** and adolescence (grades seven through twelve)~~;~~**.**

E. Medical Examinations - When **Students** ~~Pupils~~ Apply for Working Papers

1. ~~The school district shall ensure that a pupil receives medical examinations when applying for working papers.~~ Pursuant to N.J.S.A. 34:2-21.7 and 21.**3**~~8~~, the school district **may provide** ~~is responsible~~ for the administration of **a** medical examination~~s~~ for a **student** ~~pupil~~ pursuing a certificate of employment.

~~2. A statement of physical fitness shall be signed by the school physician unless the parent(s) or legal guardian(s) elects to obtain the examination at the pupil's medical home.~~

2~~3~~. The school district shall not be held responsible for the costs ~~incurred by the parent(s) or legal guardian(s) who elects to obtain the~~ **for** examination**s** at the **student's** ~~pupil's~~ medical home **or other medical provider(s)**.

F. Medical Examinations - For **t**~~T~~he Purposes **o**~~O~~f **t**~~T~~he Comprehensive Child Study Team Evaluation Pursuant **t**~~T~~o N.J.A.C. 6A:14-3.4

1. The school district shall ensure that **students** ~~pupils~~ receive medical examinations for the purposes of the **c**~~C~~omprehensive Child Study Team **e**~~E~~valuation pursuant to N.J.A.C. 6A:14-3.4.

G. Medical Examinations - When **a**~~A~~ **Student** ~~Pupil~~ **i**~~I~~s Suspected **o**~~O~~f Being Under **t**~~T~~he Influence **o**~~O~~f Alcohol **o**~~O~~r Controlled Dangerous Substances pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3

1. If a **student** ~~pupil~~ who is suspected of being under the influence of alcohol or controlled dangerous substances is reported to the certified school nurse, the certified school nurse shall monitor the **student's** ~~pupil's~~ vital signs and general health status for emergent issues and take appropriate action pending the medical examination pursuant to N.J.A.C. 6A:16-4.3.

2. No school staff shall interfere with a **student** ~~pupil~~ receiving a medical examination for suspicion of being under the influence of alcohol or controlled dangerous substances pursuant to N.J.A.C. 6A:16-4.3.

H. Health Screenings

The ~~Each district~~ Board of Education shall ensure that **students** ~~pupils~~ receive health screenings **in accordance with N.J.A.C. 6A:16-2.2(k)**.

1. Screening for height, weight, and blood pressure shall be conducted annually for each **student** ~~pupil~~ in Kindergarten through grade twelve.

2. Screening for visual acuity shall be conducted biennially for **students** ~~pupils~~ in Kindergarten through grade ten.

3. Screening for auditory acuity shall be conducted annually for **students** ~~pupils~~ in Kindergarten through grade three and in grades seven and eleven pursuant to N.J.S.A. 18A:40-4.

4. Screening for scoliosis shall be conducted biennially for **students** ~~pupils~~ between the ages of ten and eighteen pursuant to N.J.S.A. 18A:40-4.3.

5. Screenings shall be conducted by a school physician, school nurse, ~~physical education instructor,~~ or other school personnel properly trained.

6. The school district shall provide for the notification of the parent~~(s) or legal guardian(s)~~ of any **student** ~~pupil~~ suspected of deviation from the recommended standard.

Issued:

[See POLICY ALERT Nos. 140, 172, 181 and 201]

3221 EVALUATION OF TEACHERS

The Board of Education recognizes the importance of teacher effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts Policy and Regulation 3221 for the evaluation of teachers consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation provides the provisions and requirements for teacher evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of Policy and Regulation 3221, "teacher" means a teaching staff member holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness shall not override any conflicting provision(s) of collective bargaining agreements or other employment contracts in effect on July 1, 2013 and no collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in written performance reports and all information collected, compiled, and/or maintained by employees for the evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board shall annually adopt evaluation rubrics for teachers which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teachers and shall ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all teachers. A District Evaluation Advisory Committee shall be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

The minimum requirements for the evaluation procedures for teachers as outlined in N.J.A.C. 6A:10-2.4 shall be followed. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5. A School Improvement Panel shall be established in accordance with N.J.A.C. 6A:10-3.1 with the responsibilities outlined in N.J.A.C. 6A:10-3.2.

The components of the teacher evaluation rubrics as described in N.J.A.C. 6A:10-4.1 shall apply to teachers. Measures of student achievement, as outlined in N.J.A.C. 6A:10-4.2, shall be used to determine impact on student learning. Teacher observations shall be conducted in accordance with the provisions of N.J.A.C. 6A:10-4.4. Observers shall conduct the observations pursuant to N.J.S.A. 18A:6-123.b.(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

The teacher practice instrument approved by the Department of Education shall meet the criteria as outlined in N.J.A.C. 6A:10-6.2.

The Superintendent shall annually notify all teachers of the adopted evaluation policies and procedures/regulations no later than October 1. If a teacher is hired after October 1, the Superintendent shall notify the teacher of the policies and procedures/regulations at the beginning of his or her employment. All teachers shall be notified of amendments to the policy and procedures/regulations within ten teacher working days of adoption.

N.J.S.A. 18A:6-117 et seq.
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5
N.J.A.C. 6A:10-3.1 and 3.2; N.J.A.C. 6A:10-4.1 through 4.4
N.J.A.C. 6A:10-6.1 and 6.2

Adopted:

[See POLICY ALERT Nos. 181 and 201]

R 3221 EVALUATION OF TEACHERS

A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3221 unless the context clearly indicates otherwise:

"Announced observation" means the person conducting an evaluation for the purpose of evaluation will notify the teacher of the date and the class period the observation will be conducted.

"Annual performance report" means a written appraisal of the teacher's performance prepared by the Principal or designee based on the evaluation rubric for his or her position.

"Annual summative evaluation rating" means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in a teacher's evaluation rubric. The four summative performance categories are ineffective, partially effective, effective, and highly effective.

"Calibration" in the context of educator evaluation means a process to monitor the competency of a trained evaluator to ensure the evaluator continues to apply an educator practice instrument accurately and consistently according to the standards and definitions of the specific instrument.

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.
"Co-observation" means two or more supervisors who are trained on the practice instrument who observe simultaneously, or at alternate times, the same lesson or portion of a lesson for the purpose of training.

"Corrective Action Plan" means a written plan developed by a teaching staff member serving in a supervisory capacity in collaboration with the teacher to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual teacher and the school district for implementing the plan, and specific support that the district shall provide.

"Department" means the New Jersey Department of Education.

"District Evaluation Advisory Committee" means a group created to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

"Educator practice instrument" means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the teacher practice instrument are components of the teacher's evaluation rubrics and the scores are included in the summative evaluation rating for the individual.

"Evaluation" means an appraisal of an individual's professional performance in relation to his or her job description, professional standards, and Statewide evaluation criteria that incorporates analysis of multiple measures of student achievement or growth and multiple data sources.

"Evaluation rubrics" means a set of criteria, measures, and processes used to evaluate all teachers in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals, and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

"Indicators of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.

"Individual professional development plan" means a written statement of goals developed by a teaching staff member serving in a supervisory capacity in collaboration with a teaching staff member that: aligns with professional standards for teachers set forth in N.J.A.C. 6A:9-3.3 and the New Jersey Professional Development Standards; derives from the annual evaluation process; identifies professional goals that address specific individual, district or school needs, or both; and grounds professional development activities in objectives related to improving teaching, learning, and student achievement. The individual professional development plan shall include timelines for implementation, responsibilities of the employee and the school district for implementing the plan, and specific support and periodic feedback that the district shall provide.

"Job description" means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

"Long observation" means an observation for the purpose of evaluation that is conducted for a minimum duration of forty minutes or one class period, whichever is shorter.

"Observation" means a method of collecting data on the performance of a teacher's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-1.1.

"Post-observation conference" means a meeting, either in-person or remotely, between a supervisor who conducted the observation and the teacher for the purpose of evaluation to discuss the data collected in the observation.

"Scoring guide" means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

"Short observation" means an observation for the purpose of evaluation that is conducted for at least twenty minutes.

"Signed" means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

"Student growth objective" is an academic goal that teachers and evaluators set for groups of students.

"Student growth percentile" means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student's test scores have changed relative to other students Statewide with similar scores in previous years.

"Superintendent" means Superintendent of Schools or Chief School Administrator.

"Supervisor" means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-1.1.

"Teacher" means a teaching staff member holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate.

"Teaching staff member" means a member of the professional staff of any district or regional Board of Education, or any county vocational school district Board of Education, holding office, position, or employment of such character that the qualifications for such office, position, or employment require him or her to hold a valid, effective, and appropriate standard, provisional, or emergency certificate issued by the State Board of Examiners. Teaching staff members include the positions of school nurse and school athletic trainer. There are three different types of certificates that teaching staff members work under:

1. An instructional certificate (holders of this certificate are referred to in N.J.A.C. 6A:10-1.1 et seq. as "teachers");

2. Administrative certificate; and

3. Educational services certificate.

"Unannounced observation" means the person conducting an observation for the purpose of evaluation will not notify the teacher of the date or time the observation will be conducted.

"Validity" means the extent to which evidence and theory support an interpretation of scores from a measurement instrument for a particular use of the instrument. In the context of evaluating educator practice, this means the evidence gathered using the instrument supports correct and useful inferences and decisions about the effectiveness of the practice observed.

B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

The rules in N.J.A.C. 6A:10-1.1 et seq. shall not override any conflicting provision(s) of collective bargaining agreements or other employment contracts entered into by a school district in effect on July 1, 2013. No collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives.

C. Educator Evaluation Data, Information, and Written Reports – N.J.A.C. 6A:10-1.4

All information contained in written performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

D. Evaluation of Teachers – N.J.A.C. 6A:10-2.1

1. The Board of Education annually shall adopt evaluation rubrics for teachers. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.

2. The evaluation rubrics for teachers shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123.b. (P.L. 2012, c. 26, § 17c).

3. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.

E. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education shall meet the following requirements for the annual evaluation of teachers, unless otherwise specified:

a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.

b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c).

c. Ensure the Superintendent annually notifies all teachers of the adopted evaluation policies and procedures no later than October 1. If a teacher is hired after October 1, the Board/Superintendent shall notify the teacher of the policies and procedures at the beginning of his or her employment. All teachers shall be notified of amendments to the policy and procedures within ten teacher working days of adoption.

d. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district’s evaluation rubrics.

e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2.

f. Ensure data elements are collected from the implementation of the teaching practice instrument and store the data in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation.

g. Ensure each Principal in the district certifies any observer who conducts an observation of a teacher for the purpose of evaluation as described in N.J.A.C. 6A:10-2.4(h); N.J.A.C. 6A:10-4.4; and N.J.A.C. 6A:10-5.4, shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all teachers and, when applicable, applying the Commissioner-approved educator practice instruments:

a. Annually provide training on and descriptions of each component of the evaluation rubric for all teachers who are being evaluated in the school district and provide more thorough training for any teacher who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;

b. Provide training on the teacher practice instrument for any supervisor who will conduct observations for the purpose of evaluation of teachers. Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation;

c. Annually provide updates and refresher training on the teacher practice instrument for any supervisor who will observe teaching practice for the purpose of increasing accuracy and consistency among observers;

d. Annually require each supervisor who will conduct observations for the purpose of evaluation of a teacher to complete two co-observations during the academic year:

(1) At least one co-observation shall be completed by December 1;

(2) Co-observers shall use the double observation to calibrate teacher practice instruments, promote accuracy in scoring, and to continually train themselves on the instrument; and

(3) A co-observation may count as a required observation for the purpose of evaluation pursuant to N.J.A.C. 6A:10-4.4, as long as the observer meets the requirements set forth in N.J.A.C. 6A:10-4.3 and 4.4. A co-observation shall count as one required observation under N.J.A.C. 6A:10-4.4.

e. The Superintendent shall annually certify to the Department that all supervisors of teachers in the school district who are utilizing educator practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the educator practice instruments.

F. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups.

3. Beginning in 2017-2018, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District's Evaluation Advisory Committee.

G. Evaluation Procedures for Teachers – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3221 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation procedures for teachers.

2. Evaluation policies and procedures requiring the annual evaluation of all teachers shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:

a. Evaluation rubrics for all teachers;

b. Roles and responsibilities for implementation of evaluation policies and procedures;

c. Job descriptions and evaluation criteria based upon school district goals, student achievement, instructional priorities, and the evaluation regulations set forth in this N.J.A.C. 6A:10 et seq.;

d. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the processes for observations for the purpose of evaluation and post-observation conference(s) by the teacher's supervisor, or his or her designee;

e. The process for preparation of individual professional development plans; and

f. The process for preparation of an annual written performance report by the teacher's supervisor or designee, and an annual summary conference between the teacher and his or her supervisor, or the supervisor's designee.

3. The annual summary conference between the supervisor and the teacher shall be held before the written performance report is filed. The conference shall include, but not be limited to, a review of the following:

   a. The performance of the teacher based upon the job description and the scores or evidence compiled using the teacher's evaluation rubric, including the teacher practice instrument;

   b. The progress of the teacher toward meeting the objectives of the individual professional development plan or, whenever applicable, the corrective action plan;

   c. Available indicators or scores of student achievement or growth such as student growth objective scores and student growth percentile scores, as applicable; and

   d. The preliminary annual written performance report.

4. If any scores for the teacher's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.

5. The annual written performance report shall be prepared by the teacher's Principal or designee, and shall include, but not be limited to:

   a. A summative rating based on the evaluation rubric, including a total score for each component as described in N.J.A.C. 6A:10-4;

   b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and the teacher practice instrument;

c. An individual professional development plan developed by the supervisor and the teacher or, when applicable, a corrective action plan from the evaluation year being reviewed in the report; and

d. A summary of student achievement scores or growth indicators.

6. The teacher and the preparer of the annual written performance report shall sign the report within five teacher working days of the review.

7. The annual summary conference and annual written performance report shall be completed prior to June 30.

8. The Board of Education shall add all written performance reports and supporting data, including, but not limited to, indicators of student progress and growth for a teacher as part of his or her personnel file. The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

H. Corrective Action Plans for Teachers – N.J.A.C. 6A:10-2.5

1. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teacher and the Superintendent or the teacher's supervisor.

2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the teacher and his or her supervisor shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the teacher's annual summary conference that occurs at the end of the year of evaluation.

3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the teacher and his or her supervisor shall meet to discuss the corrective action plan within fifteen teacher working days following the school district's receipt of the teacher's summative rating.

4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. 6A:9-15.4(c) and 15.7(c) until the next annual summary conference.

5. The content of the corrective action plan shall:

    a. Address areas in need of improvement identified in the teacher evaluation rubric;

    b. Include specific, demonstrable goals for improvement;

    c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and

    d. Include timelines for meeting the goal(s).

6. The teacher's supervisor, or his or her designee, and the teacher on a corrective action plan shall discuss the teacher's progress toward the goals outlined in the corrective action plan during each post-observation conference, when required by N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-4.4.

7. Progress toward the teacher's goals outlined in the corrective action plan, and data and evidence collected by the supervisor and/or the teacher to determine progress between the time the corrective action plan began and the next annual summary conference, shall be documented in the teacher's personnel file and reviewed at the annual summary conference or the mid-year evaluation.

8. Progress toward the teacher's goals outlined in the corrective action plan may be used as evidence in the teacher's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

9. Responsibilities of the evaluated teacher on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the teacher's supervisor.

10. The School Improvement Panel shall ensure teachers with a corrective action plan receive a mid-year evaluation as required by N.J.S.A. 18A:6-120.c. If the corrective action plan was created on or prior to September 15 of the academic year, the mid-year evaluation shall occur before February 15; if the corrective action plan was created after September 15, the mid-year evaluation shall occur before the annual summary conference. The mid-year evaluation shall include, at a minimum:

    a. One observation in addition to the observations required in N.J.A.C. 6A:10-4.4 for the purpose of evaluation as defined in N.J.A.C. 6A:10-1.2 and described in N.J.A.C. 6A:10-4.4(a), the length of which shall be determined by the Superintendent or the Principal and shall be the same length for all teachers with a corrective action plan; and

    b. One post-observation conference in addition to the observations required in N.J.A.C. 6A:10-4.4, as defined in N.J.A.C. 6A:10-1.2 and described in N.J.A.C. 6A:10-4.4(b), during which progress toward the teacher's goals outlined in the corrective action plan shall be reviewed.

11. Tenured teachers with a corrective action plan shall be observed by multiple observers for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4(c)2.

I. School Improvement Panel – N.J.A.C. 6A:10-3 et seq.

1. School Improvement Panel Membership – N.J.A.C. 6A:10-3.1

a. The School Improvement Panel shall include the Principal, a Vice Principal, and a teacher who is chosen in accordance with b. below by the Principal in consultation with the majority representative. The Principal may appoint additional members to the School Improvement Panel as long as all members meet the criteria outlined in this section and N.J.S.A. 18A:6-120.a and the teacher(s) on the panel represents at least one-third of its total membership.

b. The Principal annually shall choose the teacher(s) on the School Improvement Panel through the following process:

(1) The teacher member shall be a person with a demonstrated record of success in the classroom. Beginning in academic year 2015-2016, a demonstrated record of success in the classroom means the teacher member shall have been rated effective or highly effective in the most recent available annual summative rating.

(2) The majority representative, in accordance with a. above, may submit to the Principal, teacher member nominees for consideration.

(3) The Principal shall have final decision making authority and is not bound by the majority representative's list of nominees.

c. The teacher member shall serve a full academic year, except in case of illness or authorized leave, but may not be appointed more than three consecutive years.

d. All members of the School Improvement Panel shall be chosen by August 31 of each year.

2. School Improvement Panel Responsibilities – N.J.A.C. 6A:10-3.2

a. The School Improvement Panel shall:

(1) Oversee the mentoring of teachers according to N.J.A.C. 6A:9-8 and support the implementation of the school district mentoring plan;

(2) Conduct evaluations of teachers pursuant to N.J.A.C. 6A:10-2.4 and 4.4;

(3) Ensure corrective action plans for teachers are created in accordance to N.J.A.C. 6A:10-2.5(j); and conduct mid-year evaluations for teachers who are on a corrective action plan; and

(4) Identify professional development opportunities for all teachers based on the review of aggregate school-level data, including, but not limited to, educator evaluation and student performance data to support school-level professional development plans described in N.J.A.C. 6A:9-15.5.

b. To conduct observations for the purpose of evaluation, the teacher member shall have:

(1) Agreement of the majority representative;

(2) An appropriate supervisory certificate; and

(3) Approval of the Principal who supervises the teacher being observed.

c. The teacher member who participates in the evaluation process shall not serve concurrently as a mentor under N.J.A.C. 6A:9-8.4.

J. Components of Teacher Evaluation Rubric – N.J.A.C. 6A:10-4.1

1. The components of the teacher evaluation rubric described in N.J.A.C. 6A:10-4.1 et seq. shall apply to teachers holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate.

2. Evaluation rubrics for all teachers shall include the requirements described in N.J.S.A. 18A:6-123, including, but not limited to:

   a. Measures of student achievement pursuant to N.J.A.C. 6A:10-4.2; and

   b. Measures of teacher practice determined through a teacher practice instrument and other measures described in N.J.A.C. 6A:10-4.3 and 4.4.

3. Each measure shall be converted to a percentage weight so all measures make up 100 percent of the evaluation rubric. By April 15 prior to the school year the evaluation rubric applies, the Department shall provide on its website the required percentage weight of each measure. All components shall be worth the following percentage weights or fall within the following ranges:

   a. If, according to N.J.A.C. 6A:10-4.2(b), a teacher receives a median student growth percentile, the student achievement component shall be at least forty percent and no more than fifty percent of a teacher's evaluation rubric rating as determined by the Department.

   b. If, according to N.J.A.C. 6A:10-4.2(b), a teacher does not receive a median student growth percentile, the student achievement component shall be at least fifteen percent and no more than fifty percent of a teacher's evaluation rubric rating as determined by the Department.

   c. Measures of teacher practice described in N.J.A.C. 6A:10-4.3 and 4.4 shall be at least fifty percent and no more than eighty-five percent of a teacher's evaluation rubric rating as determined by the Department.

4. Standardized tests, used as a measure of student progress, shall not be the predominant factor in determining a teacher's annual summative rating.

K. Student Achievement Components – N.J.A.C. 6A:10-4.2

1. Measures of student achievement shall be used to determine impact on student learning. The measures shall include the following components pursuant to 2. below and, when required by the Department, as described in N.J.A.C. 6A:10-4.1(c):

   a. The median student growth percentile of all students assigned to a teacher, which shall be calculated as set forth in 3. below; and

   b. Student growth objective(s), which shall be specific and measurable, based on available student learning data, aligned to the Core Curriculum Content Standards, and based on growth and/or achievement.

      (1) For teachers who teach subjects or grades not covered by the Core Curriculum Content Standards, student growth objective(s) shall align to standards adopted or endorsed, as applicable, by the State Board.

2. The median student growth percentile shall be included in the annual summative rating of a teacher who:

   a. Teaches at least one course or group within a course that falls within a standardized-tested grade or subject. The Department shall maintain on its website a course listing of all standardized-tested grades and subjects for which student growth percentile can be calculated pursuant to 4. below;

   b. Teaches the course or group within the course for at least sixty percent of the time from the beginning of the course to the day of the standardized assessment; and

c. Has at least twenty individual student growth percentile scores attributed to his or her name during the academic year of the evaluation. If a teacher does not have at least twenty individual student growth percentile scores in a given academic year, a maximum of three years of student growth percentiles may be used, including the academic year of the latest summative evaluation rating.

3. The Department shall calculate the median student growth percentile for teachers using students assigned to the teacher by the school district.

4. The Department shall periodically collect data that include, but are not limited to, component-level scores. For teachers who have a student growth percentile score:

   a. The Board of Education shall submit to the Department final ratings for all components, other than the student growth percentile, for the annual summative rating; and

   b. The Department shall then report to the employing district Board of Education the annual summative rating, including the median student growth percentile for each teacher who receives a median student growth percentile.

5. Student growth objectives for teachers shall be developed and measured according to the following procedures:

   a. The Superintendent shall determine the number of required student growth objectives for teachers, including teachers with a student growth percentile. A teacher with a student growth percentile shall have at least one and not more than four student growth objectives. A teacher without a student growth percentile shall have at least two and a maximum of four student growth objectives. By April 15, prior to the school year the evaluation rubric applies, the Department shall provide on its website the minimum and maximum number of required student growth objectives within this range.

b. A teacher with a student growth percentile shall not use the standardized assessment used in determining the student growth percentile to measure progress toward a student growth objective.

c. All teachers shall develop, in consultation with their Principal or a teaching staff member appointed by the Principal, each student growth objective. If the teacher does not agree with the student growth objectives, the Principal shall make the final determination.

d. Student growth objectives and the criteria for assessing teacher performance based on the objectives shall be determined and recorded in the teacher's personnel file by November 15, 2013, and by October 15 of subsequent school years.

e. Adjustments to student growth objectives may be made by the teacher or his or her supervisor only when approved by the Superintendent or designee and shall be recorded in the teacher's personnel file on or before February 15.

f. The teacher's supervisor and/or a member of the School Improvement Panel shall calculate each teacher's student growth objective score. The teacher's student growth objective score, if available, shall be discussed at the teacher's annual summary conference.

L. Teacher Practice Components – N.J.A.C. 6A:10-4.3

1. The teacher practice component rating shall be based on the measurement of the teacher's performance according to the school district's Commissioner-approved teacher practice instrument. Observations pursuant to N.J.A.C. 6A:10-4.4 shall be used as one form of evidence for the measurement.

M. Teacher Observations – N.J.A.C. 6A:10-4.4

1. For the purpose of teacher evaluation, observers shall conduct the observations pursuant to N.J.S.A. 18A:6-123.b.(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

2. Observation conferences shall include the following procedures:

   a. A supervisor who is present at the observation shall conduct a post-observation conference with the teacher being observed. A post-observation conference shall occur no more than fifteen teaching staff member working days following each observation. A pre-conference shall be required pursuant to 3. below.

   b. The post-observation conference shall be for the purpose of reviewing the data collected at the observation, connecting the data to the teacher practice instrument and the teacher's individual professional development plan, collecting additional information needed for the evaluation of the teacher, and offering areas to improve effectiveness.

   c. If agreed to by the teacher, post-observation conferences for short observations of tenured teachers who are not on a corrective action plan may be conducted via written communication, including electronic communications.

   d. A pre-conference, when required, shall occur within seven teaching staff member working days prior to the observation, not including the day of the observation.

3. Each teacher shall be observed as described in N.J.A.C. 6A:10-4.4, at least three times during each school year, but not less than once during each semester. For all teachers, at least one of the required observations shall be announced and preceded by a pre-conference, and at least one of the required observations shall be unannounced. The Superintendent shall decide whether the third required observation is announced or unannounced. The following additional requirements shall apply:

a. Nontenured teachers shall receive a minimum of three observations within the timeframe set forth in N.J.S.A. 18A:27-3.1, and observations for all other teachers shall occur prior to the annual summary conference, which shall occur prior to the end of the academic school year.

b. Teachers on a corrective action plan shall receive observations within the timeline set forth in N.J.A.C. 6A:10-2.5.

c. Nontenured teachers shall be observed during the course of the year by more than one appropriately certified supervisor, either simultaneously or separately, by multiple observers, with the following provisions:

(1) A co-observation shall fulfill the requirement in this section for multiple observers.

(2) One co-observation shall count as one observation required in 4. below.

d. One post-observation conference may be combined with a teacher's annual summary conference as long as it occurs within the required fifteen teaching staff member working days following the observation for the purpose of evaluation.

e. A written evaluation report shall be signed by the supervisor who conducted the observation and post-observation and the teacher who was observed.

f. The teacher shall submit his or her written objection(s) of the evaluation within ten teacher working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.

4. Each observation required for the purpose of evaluations shall be conducted for the minimum duration based on the following groups:

   a. A nontenured teacher who is in his or her first or second year of teaching in the school district shall receive at least two long observations and one short observation.

   b. A nontenured teacher who is in his or her third or fourth year of teaching in the school district shall receive at least one long observation and two short observations.

   c. A tenured teacher shall receive at least three short observations.

N. Teacher Practice Instrument – N.J.A.C. 6A:10-6.2

1. The teacher practice instrument approved by the Department shall meet the following criteria:

   a. Include domains of professional practice that align to the New Jersey Professional Standards for Teachers pursuant to N.J.A.C. 6A:9-3;

   b. Include scoring guides for assessing teacher practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide shall:

      (1) Clearly define the expectations for each rating category;

      (2) Provide a conversion to the four rating categories: ineffective, partially effective, effective, and highly effective;

      (3) Be applicable to all grades and subjects; or to specific grades and/or subjects if designed explicitly for the grades and/or subjects; and

(4) Use clear and precise language that facilitates common understanding among teachers and administrators.

c. Rely, to the extent possible, on specific, discrete, observable, and/or measurable behaviors of students and teachers in the classroom with direct evidence of student engagement and learning; and

d. Include descriptions of specific training and implementation details required for the instrument to be effective.

2. For Commissioner-approval of a teacher practice instrument in 2015 or any year thereafter, the instrument shall include a process to assess competency on the evaluation instrument which the school district may choose to use as a measure of competency.

Adopted:

September 17, 2015
Staff/Board Travel

PURPOSE	DESTINATION	DATE	NAME	BUDGET CODE	REGISTRATION	TRAVEL/ ACCOMODATIONS	SUBSTITUTE	TOTAL
National Council of Teachers of Mathematics Regional Conference & Exposition	Atlantic City Convention Center	10/22/2015	Tom Corizzi	11-000-223-580-20-000-000 11-140-100-101-80-102-000	$233.00	$0.00	$100.00	$333.00
			Kristin Piccinich	11-000-223-580-20-000-000 11-140-100-101-80-102-000	$233.00	$0.00	$100.00	$333.00
			Anthony Buzzerio	11-000-223-580-20-000-000 11-140-100-101-80-102-000	$233.00	$0.00	$100.00	$333.00
			Alexa Rodsan	11-000-223-580-20-000-000 11-140-100-101-80-102-000	$233.00	$0.00	$100.00	$333.00
			Antoinette Altilio	11-000-223-580-20-000-000 11-140-100-101-80-102-000	$233.00	$0.00	$100.00	$333.00
			Jin Bogner	11-000-223-580-03-000-000	$317.00	$521.78	$300.00	$1,138.78
Master Schedule Building Workshop	Radnor, PA	1/21/16-1/22/16	Joe Armental	11-000-240-580-20-000-000	$500.00	$300.72	$0.00	$800.72
Meeting Educational & Emotional Needs of Students with Dyslexia & Other Reading Disabilities	Somerset, NJ	10/16/2015	Robin Dym	11-110-100-101-80-102-000	$0.00	$0.00	$100.00	$100.00
Harassment , Intimidation & Bullying Prevention Training Program	Strauss Esmay Associates Toms River, NJ	10/8/2015	Glenda James	11-000-223-580-20-000-000	$125.00	$0.00	$0.00	$125.00
			Yonalda Amparo	11-000-223-580-20-000-000	$125.00	$0.00	$0.00	$125.00
NJ Council for Social Studies Annual Fall Conference	Rutgers University Piscataway, NJ	10/21/2015	Carmine Battista	11-000-223-580-20-000-000 11-140-100-101-80-102-000	$80.00	$0.00	$100.00	$180.00

September 17, 2015
Staff/Board Travel

PURPOSE	DESTINATION	DATE	NAME	BUDGET CODE	REGISTRATION	TRAVEL/ ACCOMODATIONS	SUBSTITUTE	TOTAL
New Jersey Association of Federal Program Administrators	Sheraton Eatontown & Sheraton Camden	9/18/15 Eatontown, 10/9/15 Camden, 10/30/15 Eatontown, 11/13/15 Eatontown, 1/22/16 Eatontown, 4/22/16 Eatontown	Lisa Finn-Bruce	20-270-200-500-66-000-000	$0.00	$258.00	$0.00	$258.00
			Mercedes Gil	20-270-200-500-66-000-000	$0.00	$186.00	$0.00	$186.00
Design It! An after school engineering program	New Brunswick, NJ	10/8/2015	Peyton Fischer	20-270-200-500-66-000-000	$0.00	$18.64	$100.00	$118.64
			Dina Carvajal	20-270-200-500-66-000-000	$0.00	$18.64	$100.00	$118.64
Verification Workshop - Learn new procedures for verifying houshold applications for free and reduced lunch.	Parsippany-Troy Hills, NJ	9/30/2015	Heather Waldron		$0.00	$0.00	$0.00	No charge to district
Personnel Administrators Association Meetings	Trenton, NJ	10/1/15, 12/1/15, 2/11/16 & 5/3/16	Danielle Diaz	11-000-230-590-69-000-000	$0.00	$264.76	$0.00	$264.76
Garden State Council NJ HR Professionals - Human Resources	Atlantic City	10/4-10/6/15	Danielle Diaz	11-000-230-590-69-000-000	$500.00	$396.92	$0.00	$896.92
Columbia University 2015 Fall Career Fair	Morningside Heights Campus	9/18/2015	Danielle Diaz	11-000-230-590-69-000-000	$200.00	$50.54	$0.00	$250.54

September 17, 2015
Staff/Board Travel

PURPOSE	DESTINATION	DATE	NAME	BUDGET CODE	REGISTRATION	TRAVEL/ ACCOMODATIONS	SUBSTITUTE	TOTAL
Systems 3000 - Personnel System Training	Eatontown, NJ	10/22/2015	Elizabeth Trippodo	11-000-230-590-69-000-000	$0.00	$55.45	$0.00	$55.45
			Elsa Martinez		$0.00	$0.00	$0.00	$0.00
Training on Afterschool STEM programs for ages 8-12	Rutgers University New Brunswick, NJ	10/9/2015	Ysoris Pazymino	20-270-100-100-66-000-000	$0.00	$0.00	$100.00	$100.00
			Elizabeth Rosa	20-270-100-100-66-000-000 20-270-200-580-66-000-000	$0.00	$33.90	$100.00	$133.90
13th Annual Fall Conference International Dyslexia Association	Somerset, NJ	10/16-10/17/2015	Daniel Markert	20-231-200-500-66-000-000	$330.00	$91.48	$100.00	$521.48

va_bill1.10272014
07/31/2015

Englewood Public School District
Bills And Claims Report By Account Number
for Batch 58 and Check Date is from 08/01/2015 to 08/31/2015

Account # / Description	PO #	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check#	Check Amount
UNPOSTED CHECKS							
11-000-230-890-61-000-000/ GEN ADMIN OTHER OBJECTS	16-00952		2662 / RESERVE ACCOUNT	CF	ACCT #17147240	35387	6,800.00
11-000-230-890-62-000-000/ MISCELLANEOUS EXPENDITUR	16-00952		2662 / RESERVE ACCOUNT	CF	ACCT #17147240	35387	1,200.00
11-000-230-890-69-000-000/ GEN ADMIN OTHER OBJECTS	16-00952		2662 / RESERVE ACCOUNT	CF	ACCT #17147240	35387	2,000.00
11-000-262-622-71-516-000/ ELECTRICITY	16-01185		2672 / PUBLIC SERVICE ELECTRIC & GAS	CF	ELECTRICITY	35388	186,823.46
11-000-291-220-63-000-000/ EMP BENEFITS SOC SEC	16-00894		6982 / CAPITAL ONE BANK	HP	PAYROLL 08/31/2015	1607	11,020.40

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

Run on 09/11/2015 at 12:48:55 PM

Englewood Public School District
Bills And Claims Report By Account Number

for Batch 58 and Check Date is from 08/01/2015 to 08/31/2015

Account # / Description	PO #	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check#	Check Amount
UNPOSTED PRIOR YEAR CHECKS							
P1-000-262-622-71-516-000/ ELECTRICITY	15-02677	15-02677	2672 / PUBLIC SERVICE ELECTRIC & GAS	CF	VARIOUS ACCOUNTS	35388	40,000.00
					Total for Unposted Checks		**$247,843.86**

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

va_bill1.10272014
07/31/2015

Englewood Public School District
Bills And Claims Report By Account Number

for Batch 58 and Check Date is from 08/01/2015 to 08/31/2015

Run on 09/11/2015 at 12:48:55 PM

Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.

Fund Summary

Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	11	$196,823.46		$11,020.40		$207,843.86
10	P1	$40,000.00				$40,000.00
Fund 10	TOTAL	$236,823.46		$11,020.40		$247,843.86
GRAND	TOTAL	$236,823.46	$0.00	$11,020.40	$0.00	$247,843.86

Chairman Finance Committee _____

Member Finance Committee _____

Englewood Public School District

Bills And Claims Report By Vendor Name

va_bill5.10272014
07/31/2015

for Batch 59 and Check Date is from 08/31/2015 to 09/30/2015

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
Unposted Checks							
CAPITAL ONE BANK/ 6982	16-00894	11-000-291-220-63-000-000/ EMP BENEFITS SOC SEC		HP	PAYROLL 09/15/2015	1612	12,963.85
MCNEIL INTERNATIONAL INC./ 8345	16-01221	12-000-400-450-71-000-000/ CONSTRUCTION SERVICES		CF	INV #184018	35390	535.95
STATE OF NEW JERSEY/ 2826	16-00682	11-000-291-270-63-450-000/ NJ STATE HEALTH BENEFITS		HP	AUGUST 2015	1611	605,582.71
TREASURER, STATE OF NJ/ 8349	16-01254	20-231-200-200-66-724-000/ BENEFITS - FOCUS		CF	2014-2015 school year	35389	60,795.00
					Total for Unposted Checks		**$679,877.51**

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

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va_bill5.10272014
07/31/2015

Englewood Public School District

Bills And Claims Report By Vendor Name

for Batch 59 and Check Date is from 08/31/2015 to 09/30/2015

Run on 09/11/2015 at 12:58:38 PM

Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.

Fund Summary

Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	11			$618,546.56		$618,546.56
10	12	$535.95				$535.95
Fund 10	TOTAL	$535.95		$618,546.56		$619,082.51
20	20	$60,795.00				$60,795.00
GRAND	TOTAL	$61,330.95	$0.00	$618,546.56	$0.00	$679,877.51

Chairman Finance Committee _____

Member Finance Committee _____

va_bill5.10272014
07/31/2015

Englewood Public School District
Bills And Claims Report By Vendor Name
for Batches 60,61,62 and Check Date is 09/17/2015

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
Unposted Checks							
ABBY PONDS/ 6603	16-00898	11-000-261-420-71-502-000/ MAINTENANCE LANDSCAPING		CF	INV #10971	35391	580.00
ALLIANCE COMMERCIAL PEST CONTROL, INC./ 7989	16-00679	11-000-261-420-71-505-000/ EXTERMINATION SVCS		CP	VARIOUS INVOICES	35392	1,510.00
APEX DEVELOPMENT INCORPORATED/ 8316	16-01134	30-916-400-450-98-000-000/ SDA CONSTRUCTION SERV		CF	INV #080315	35393	40,000.00
ARNIE FENCE COMPANY/ 1215	16-00803	11-000-261-420-71-506-000/ FENCE REPAIRS		CP	INV DATED 7/12/15	35394	187.00
	15-02676	P1-000-261-420-71-506-000/ FENCE REPAIRS	15-02676	CF	INV #1	35394	1,790.00
			Total for ARNIE FENCE COMPANY/ 1215				**$1,977.00**
ATLANTIC BUSINESS PRODUCTS/ 1226	16-00884	11-000-251-340-63-000-000/ CENTRAL SVCS TECH SVC		CP	INV #CNIN479603	35395	769.18
AUTOMATIC TEMPERATURE CNTRL SVC. INC./ 5196	16-01113	11-000-261-420-71-538-000/ JOHNSON CONTROL CONT		CP	INV #P6780	35396	513.55
	16-01112	11-000-261-420-71-538-000/ JOHNSON CONTROL CONT		CP	INV #SC8924-1	35396	10,107.50
			Total for AUTOMATIC TEMPERATURE CNTRL SVC. INC./ 5196				**$10,621.05**
AUTOZONE NORTHEAST, INC./ 6216	16-00804	11-000-262-420-71-549-000/ VEHICLE REPAIRS		CP	VARIOUS INVOICES	35397	421.45
BABE'S TAXI/ 1263	16-00996	11-000-270-514-40-000-000/ TRANS SPECIAL VENDORS		CP	INV #0000011632	35398	324.80
BARNES & NOBLE BOOKSELLERS/ 6830	16-00633	11-190-100-610-20-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #3074326	35399	78.95
BENJAMIN BROS. INC./ 4757	16-00805	11-000-262-610-71-610-000/ MISC SUPPLIES		CP	VARIOUS INVOICES	35400	702.50
BERGEN CNTY SPECIAL SERV/ 1407	15-01339	P2-253-200-300-40-030-000/ PURCHASED PROFESSIONAL A	15-01339	CP	M201401299,201401492,201401687	35401	135,331.46
BERGEN COUNTY COACHES ASSOCIATION/ 7624	16-01127	11-402-100-500-20-000-000/ ATHLETICS		CF	BCCA ANNUAL DUES 2015-2016	35402	200.00

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BERGEN COUNTY SPECIAL SERVICES/ 1388	15-01379	P1-000-100-565-40-000-000/ TUITION CSSD SPEC	15-01379	CP	M201401299,201401492,201401687	35403	33,600.00
	15-01334	P1-000-100-565-40-000-000/ TUITION CSSD SPEC	15-01334	CF	M201401299,201401492,201401687	35403	64,622.88
			Total for BERGEN COUNTY SPECIAL SERVICES/ 1388				**$98,222.88**
BERGEN TRACK & FIELD/ 8231	16-01153	11-402-100-500-20-000-000/ ATHLETICS		CF	BRETT TAYLOR MEMORIAL	35404	240.00
	16-01152	11-402-100-500-20-000-000/ ATHLETICS		CF	GARRET INVITATIONAL 2015-2016	35404	200.00
	16-01150	11-402-100-500-20-000-000/ ATHLETICS		CF	SEASON OPENER 2015-2016	35404	200.00
			Total for BERGEN TRACK & FIELD/ 8231				**$640.00**
BFI/ 1403	16-01146	11-000-262-610-71-610-000/ MISC SUPPLIES		CF	INV #0000170374	35405	1,300.00
BIG NORTH CONFERENCE/ 7623	16-01129	11-402-100-500-20-000-000/ ATHLETICS		CF	2015-2016 INDOOR TRACK	35406	600.00
	16-01131	11-402-100-500-20-000-000/ ATHLETICS		CF	2015/2016 DUES	35406	2,590.00
			Total for Big North Conference/ 7623				**$3,190.00**
BOMZER, HAL/ 7324	16-1006	11-402-100-500-20-000-000/ ATHLETICS		CF	ATHLETICS	35407	78.00
BONANOMI & BENNETT ARCHITECTS/ 6571	15-02303	12-000-400-334-71-000-000/ FA & CS ARCH/ENG SVCS		CP	INV #1826	35408	2,994.50
BORGATA HOTEL CASINO & SPA/ 4533	16-01304	11-000-230-585-63-000-000/ BOE OTHER PURCHASED SERV		CF	BOOKING #38232	35409	4,467.00
		11-000-230-590-62-000-000/ GEN ADMIN OTHER SVC		CF	BOOKING #38232	35409	888.00
			Total for BORGATA HOTEL CASINO & SPA/ 4533				**$5,355.00**
CABLEVISION LIGHTPATH, INC./ 7094	16-00891	11-000-230-530-71-615-000/ COMMUNICATION TELEPHONE		CP	INV #18873030	35410	23,404.37
CDW-G/ 4584	15-02617	P2-510-100-600-35-000-000/ GENERAL SUPPLIES	15-02617	CP	#XF68842,XD93333,	35411	2,231.70
	15-02593	P2-510-100-600-35-000-000/ GENERAL SUPPLIES	15-02593	CP	VARIOUS INVOICES	35411	3,110.00
			Total for CDW-G/ 4584				**$5,341.70**
CLASSIC SYSTEM/ 5486	16-00968	11-000-261-420-71-520-000/ FIRE		CF	VARIOUS INVOICES	35412	2,760.00
COMPREHENSIVE EDUCATIONAL SERVICES/ 7399	16-01068	11-000-219-320-40-000-000/ CHILD STUDY TEAM SVCS		CP	INV #11409, 11412	35413	2,000.00

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COMPUTER CONSULTING GROUP/ 5370	16-00941	11-216-100-500-40-000-000/ OTHER PURCHASED SERVICES		CF	INV #00010338	35414	6,870.00
CONSTANT CONTACT/ 7085	16-01283	11-000-230-339-61-000-000/ GENERAL ADMIN OTHER SVC		CF	INV #YHHDL9IAB23815	35415	546.00
D/B/A MEDCO SPORTS MEDICINE/ 7641	16-00913	11-000-213-600-98-000-000/ HEALTH SUPPLIES		CF	INV #41979052	35416	54.30
DATA MANAGEMENT, INC./ 5109	16-01032	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #I364394	35417	220.00
	16-00995	11-000-240-600-02-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #I367431	35417	375.00
			Total for DATA MANAGEMENT, INC./ 5109				**$595.00**
DEER PARK WATER/ 4960	16-00815	11-000-262-610-71-610-000/ MISC SUPPLIES		CP	ACCT #0431854645	35418	92.96
DELTA DENTAL PLAN OF NJ/ 1787	16-00680	11-000-291-270-63-451-000/ DENTAL BENEFITS		CP	AUG - SEPT 2015	35419	65,788.46
DELTA-T GROUP NORTH JERSEY, INC./ 7339	16-01244	11-214-100-500-63-723-000/ DELTA - T		CF	JULY - AUGUST 2015	35420	172,242.01
DIAMOND ROCK WATER COMPANY/ 6466	16-00819	11-000-262-610-71-610-000/ MISC SUPPLIES		CP	inv #766456	35421	258.00
DOUGLASS, CHET/ 8348	16-1007	11-402-100-500-20-000-000/ ATHLETICS		CF	ATHLETICS	35422	78.00
DOUNN, BARRY/ 7220	16-1009	11-402-100-500-20-000-000/ ATHLETICS		CF	ATHLETICS	35423	78.00
DYNAMIX ADVERTISING/ 8016	16-01189	11-000-266-610-71-620-000/ SECURITY UNIFORMS		CF	INV #004200	35424	840.00
EAST COAST FIRE SYSTEMS/ 1633	16-01155	11-000-261-420-71-507-000/ FIRE EXTINGUISHERS		CP	VARIOUS INVOICES	35425	5,538.75
EDUCATORS PUBLISHING SER/ 1896	16-01010	20-501-100-640-33-000-000/ N.P TEXTBOOKS		CF	INV #10841968	35426	1,275.45
	16-01011	20-501-100-640-33-000-000/ N.P TEXTBOOKS		CF	INV #10841839	35426	258.06
	16-01008	20-501-100-640-33-000-000/ N.P TEXTBOOKS		CF	INV #10841963	35426	37.50
			Total for EDUCATORS PUBLISHING SERVICE I/ 1896				**$1,571.01**

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EDUCATORSHANDBOOK.COM/ 7658	16-00855	11-000-240-500-10-000-000/ OTHER PURCHASED SERVICES		CF	INV #2537	35427	499.00
ENGLEWOOD BOE - CLEARING ACCOU/ 2047	16-1011	11-190-100-610-98-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	REG PROGRAM-UNDISTRIBUTE	35428	111.93
	16-1012	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	REG PROGRAM-UNDISTRIBUTE	35428	41.32
			Total for ENGLEWOOD BOARD OF EDUCATION/ 2047				$153.25
ENGLEWOOD ON THE PALISADES/ 2045	16-00509	10-000-100-561-63-238-000/ TRANSFER OF FUNDS TO CHA		CP	SEPT 2015	35429	171,402.00
ESPIRTU, TONY/ 7712	16-1008	11-402-100-500-20-000-000/ ATHLETICS		CF	ATHLETICS	35430	78.00
FELDMAN BROTHERS ELECTRICAL SUPPLY CO./ 6849	16-00835	11-000-262-610-71-603-000/ ELECTRICAL SUPPLIES		CP	INV #2001369-00	35431	279.35
FIRST STUDENT INC. 1309/ 2155	16-00845	11-000-270-514-40-000-000/ TRANS SPECIAL VENDORS		CP	INV #506GH0108315	35432	13,021.74
FOUNDATION FOR EDUCATIONAL ADM/ 2180	16-01083	11-000-223-320-05-000-000/ PURCHASED PROFESSIONAL -		CF	INV #L113205	35433	450.00
	15-02537	P1-000-230-590-69-000-000/ GEN ADMIN OTHER SVC	15-02537	CP	INV #L111515	35433	300.00
			Total for FOUNDATION FOR EDUCATIONAL ADM/ 2180				$750.00
FRIDMAN, ESTHER M.D./ 5738	16-01069	11-000-219-320-40-000-000/ CHILD STUDY TEAM SVCS		CP	JULY 2015 EVALS	35434	2,750.00
FRONTLINE PLACEMENT TECH. INC/ 5201	16-00847	11-000-230-590-69-000-000/ GEN ADMIN OTHER SVC		CF	INV INVUS37941	35435	10,450.20
GARCIA, MERCEDES/ 2228	16-01075	11-000-219-320-40-000-000/ CHILD STUDY TEAM SVCS		CP	AUG 2015 EVALS	35436	900.00
GBC/ 2240	16-00796	11-190-100-500-05-000-000/ OTHER PURCHASED SERVICES		CF	INV #2421015	35437	450.00
	16-00811	12-000-100-731-03-000-000/ UNDISTRIBUTED EXPENDITUR		CF	INV #2425860,2425948	35437	3,178.20
			Total for GBC/ 2240				$3,628.20

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Unposted Checks							
GENERAL PLUMBING/ 7480	16-00836	11-000-262-610-71-612-000/ PLUMBING/HEAT SUPPLIES		CP	VARIOUS INVOICES	35438	1,318.43
GENERATIONS ELECTRICAL COMPANY/ 8310	15-02592	11-000-262-610-71-603-000/ ELECTRICAL SUPPLIES		CF	INV #10887	35439	265.00
GLOBAL COMPLIANCE NETWORK/ 6747	16-00798	11-000-230-590-69-000-000/ GEN ADMIN OTHER SVC		CF	INV #5199	35440	1,400.00
GOVCONNECTION, INC./ 5400	16-01133	11-000-240-600-05-000-000/ SUPPLIES AND MATERIALS		CF	INV #52983911	35441	288.00
	16-00843	11-000-222-600-68-000-000/ SUPPLIES AND MATERIALS		CP	#52989784,52965044,52856925	35441	3,033.44
			Total for GOVCONNECTION, INC./ 5400				**$3,321.44**
HARTFORD STEAM BOILER/ 4804	16-00838	11-000-262-590-71-558-000/ MISC PURCHASED SVCS		CF	VARIOUS INVOICES	35442	1,250.00
HARTMAN EXCAVATING LLC/ 8322	15-02692	P1-000-400-450-02-552-000/ MODULAR CLASSROOMS	15-02692	CF	INV #327398	35443	3,000.00
		P1-000-400-450-71-000-000/ CONSTRUCTION SERVICES	15-02692	CF	INV #327398	35443	6,800.00
			Total for HARTMAN EXCAVATING LLC/ 8322				**$9,800.00**
HERTZ FURNITURE SYSTEMS/ 2448	16-01097	11-000-240-600-02-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #567666	35444	614.54
	16-00563	11-190-100-610-98-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #568060	35444	867.50
			Total for HERTZ FURNITURE SYSTEMS/ 2448				**$1,482.04**
HOBOKEN DUAL LANGUAGE CHARTER SCHOOL/ 7817	16-00510	10-000-100-561-63-238-000/ TRANSFER OF FUNDS TO CHA		CP	SEPT 2015	35445	758.00
HOME DEPOT/ 2494	16-01145	11-000-262-610-71-610-000/ MISC SUPPLIES		CF	ACCT #6035322535035673	35446	279.41
HOUGHTON MIFFLIN/ 2507	16-00940	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #951599544	35447	8,227.24
HUNDLEY, TIMOTHY A./ 6475	16-01164	11-000-230-339-63-000-000/ OTHER PURCHASED PROFESSI		CF	FILE #ENG-207	35448	2,527.50
ISLER, LEAH PSY.D./ 7281	16-01117	11-000-219-320-40-000-000/ CHILD STUDY TEAM SVCS		CF	INV DATED 8/4/15	35449	2,200.00
KAY PRINTING/ 2243	16-01061	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #128078	35450	161.70

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KAY PRINTING/ 2243		20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #128078	35450	145.00
			Total for KAY PRINTING/ 2243				**$306.70**
KENNEDY COMPANIES/ 8280	15-02514	12-000-400-450-71-000-000/ CONSTRUCTION SERVICES		CF	INV #382499	35451	941.37
KONE, INC/ 6365	16-01144	11-000-261-420-71-528-000/ ELEVATOR REPAIRS		CP	INV #949061675	35452	1,013.79
KONO, DAICHI/ 6205	16-00846	11-000-261-420-71-512-000/ PAGING SERVICES		CF	PAGING SERVICES	35453	600.00
L&H SUPPLY/ 7992	15-00793	P1-000-262-610-71-612-000/ PLUMBING/HEAT SUPPLIES	15-00793	CP	INV #5034950	35454	92.43
LAKESHORE/ 2269	16-00629	11-240-100-610-64-101-000/ GENERAL SUPPLIES		CF	INV #3319660715	35455	440.11
	15-02449	P2-241-100-600-34-000-000/ GENERAL SUPPLIES	15-02449	CF	INV #2142560515	35455	1,122.18
			Total for LAKESHORE/ 2269				**$1,562.29**
MARY POMERANTZ ADVERTISING, INC./ 8319	15-02672	11-000-230-590-69-000-000/ GEN ADMIN OTHER SVC		CF	INV #93229	35456	2,011.88
MATHUSEK SPORT FLOORS/ 3021	16-01114	11-000-262-610-71-611-000/ PAINT SUPPLIES		CF	INV #4010	35457	5,161.05
MCKIM, CRAIG/ 8347	16-1004	11-402-100-500-20-000-000/ ATHLETICS		CF	ATHLETICS	35458	78.00
MECHAIL, MOHEB/ 4863	16-1013	11-000-223-580-98-000-000/ STAFF TRAINING TRAVEL		CF	STAFF TRAINING TRAVEL	35459	494.00
METAMORPHOSIS TLC./ 8313	16-00506	11-000-223-580-98-000-000/ STAFF TRAINING TRAVEL		CF	INV #3203	35460	1,045.00
MGL PRINTING SOLUTIONS/ 3085	16-00859	11-000-251-600-63-000-000/ CENTRAL SVCS SUPPLIES		CF	INV #131156	35461	2,827.50
MICRO CENTER SALES CORPORATION/ 7987	15-02638	P2-364-100-600-66-000-000/ GENERAL SUPPLIES	15-02638	CF	INV #3974226	35462	1,259.00
MIELE SANITATION/ 4803	16-01175	12-000-400-450-71-000-000/ CONSTRUCTION SERVICES		CF	INV #20459136A	35463	3,080.00
	16-00983	11-000-261-420-71-524-000/ DUMPSTERS/WASTE		CP	INV #20459136B	35463	600.00
			Total for MIELE SANITATION/ 4803				**$3,680.00**
MIRACLES IN COMMUNICATION OF NORTHERN NJ/ 7483	16-01104	11-000-216-320-40-000-000/ PURCHASED PROFESSIONAL -		CP	SVCS FOR JULY 2015	35464	1,450.00

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MSDS ONLINE, INC./ 6749	16-00517	11-000-222-500-68-000-000/ ED MEDIA TECH SERVICE		CF	INV #121374	35465	1,899.00
MUSCO SPORTS LIGHTING, LLC/ 6986	16-00736	11-000-262-590-71-558-000/ MISC PURCHASED SVCS		CF	INV #274729	35466	425.00
NASSP/ 3211	16-00543	11-190-100-500-98-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	CHPTR RENEWAL	35467	385.00
NATIONAL SCHOOL PRODUCTS/ 3240	15-02650	P2-241-100-600-66-000-000/ GENERAL SUPPLIES	15-02650	CF	INV #107133	35468	118.75
	15-02651	P1-240-100-610-64-101-000/ GENERAL SUPPLIES	15-02651	CF	INV #107132	35468	390.18
	15-02652	P2-241-100-600-66-000-000/ GENERAL SUPPLIES	15-02652	CF	INV #107730,107826	35468	383.92
	15-02653	P2-241-100-600-66-000-000/ GENERAL SUPPLIES	15-02653	CP	INV #107167	35468	354.04
			Total for NATIONAL SCHOOL PRODUCTS/ 3240				**$1,246.89**
NESTOR AND SONS MECHANICAL SERVICES/ 7699	15-02590	P1-000-261-420-71-513-000/ PLUMBING/HEATING	15-02590	CF	INV #06285,06298	35469	1,645.00
NEW JERSEY DIVISION OF MOTOR VEHICLE/ 5942	16-01292	11-000-230-890-63-000-000/ GEN ADMIN OTHER OBJECTS		CP	INV #201525301	35470	25.00
NEW JERSEY E-ZPASS/ 6407	16-01078	11-000-270-800-63-000-000/ MISCELLANEOUS EXPENDITUR		CF	ACCT #2000 1160 9183 6	35471	300.00
NJ SCHOOL BOARDS ASSOC./ 2560	16-00618	11-000-230-890-63-000-000/ GEN ADMIN OTHER OBJECTS		CF	INV #0000161934	35472	1,300.00
NORTH JERSEY MEDIA GROUP/ 3344	16-01199	11-000-230-890-63-000-000/ GEN ADMIN OTHER OBJECTS		CF	AD #3889559, #3895089	35473	108.60
	16-01126	11-000-230-890-63-000-000/ GEN ADMIN OTHER OBJECTS		CF	AD #0003881069,0003884874	35473	101.04
			Total for NORTH JERSEY MEDIA GROUP/ 3344				**$209.64**
NORTHEAST FOUNDATION FOR CHILDREN, INC./ 6846	16-00695	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #IN3-00086248	35474	1,565.66
NORTHERN VALLEY REGIONAL H.S./ 4229	16-01182	11-000-216-320-40-000-000/ PURCHASED PROFESSIONAL -		CP	JULY 2015, SPCH, OT/PT	35475	960.00
O DIBELLA MUSIC INC./ 2603	16-00573	11-401-100-600-20-000-000/ COCURRICULAR ACTIVITIES		CF	INV #1069078	35476	5,195.73

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OCEAN COMPUTER GROUP, INC./ 7659	16-01161	11-000-222-500-68-000-000/ ED MEDIA TECH SERVICE		CF	INV #266792M, 268211M	35477	1,125.00
OCEAN COUNTY COLLEGE/ 7609	15-02566	11-000-223-320-98-000-000/ STAFF TRAINING ED SVCS		CF	INV #8854	35478	850.00
ON-SITE FLEET SERVICE, INC./ 6789	16-00771	11-000-270-420-63-000-000/ CLEANING, REPAIR, & MAIN		CP	VARIOUS INVOICES	35479	12,726.39
OPTUM HEALTH VISION / SPECTERA/ 3966	16-00681	11-000-291-270-63-452-000/ VISION BENEFITS		CP	SEPT 2015	35480	7,076.24
PACIFIC VIEW INTERNATIONAL INC./ 8311	16-00568	11-401-100-600-20-000-000/ COCURRICULAR ACTIVITIES		CF	INV #5756	35481	2,580.00
PASCACK VALLEY REG H.S. DSTRCT/ 4978	15-02681	P1-000-100-562-40-000-000/ TUITION IN STATE SPECIAL	15-02681	CF	INV DATE 6/23/15	35482	2,273.00
PEARSON/ 5930	16-00513	11-000-222-500-68-000-000/ ED MEDIA TECH SERVICE		CF	INV #4645607	35483	14,250.00
	16-00512	11-000-222-500-68-000-000/ ED MEDIA TECH SERVICE		CF	INV #4644111	35483	2,500.00
	16-00505	11-000-222-500-68-000-000/ ED MEDIA TECH SERVICE		CF	INV #4645468	35483	29,950.00
			Total for PEARSON/ 5930				**$46,700.00**
PEDIATRIC OCCUPATIONAL THERAPY/ 3482	16-01103	11-000-216-320-40-000-000/ PURCHASED PROFESSIONAL -		CP	JULY & AUG 2015	35484	4,263.00
PERSOD, WINSTON/ 8091	16-1005	11-402-100-500-20-000-000/ ATHLETICS		CF	ATHLETICS	35485	78.00
POLARIS GALAXY INSURANCE, LLC/ 5295	16-01170	11-000-262-520-63-457-000/ STUDENT ACCIDENT INS		CF	INV #84586	35486	79,103.00
	16-01171	11-000-262-520-63-455-000/ PROP & CASUALTY INS		CF	INV #84707	35486	8,890.41
			Total for POLARIS GALAXY INSURANCE, LLC/ 5295				**$87,993.41**
POMPTONIAN FOOD SERVICE/ 3536	16-00775	50-910-310-500-63-000-000/ FOOD SERVICES		CP	AUGUST 2015	35487	19,623.29
PRAZAS LEARNING INC./ 8293	15-02607	P2-241-100-600-66-000-000/ GENERAL SUPPLIES	15-02607	CF	INV #101	35488	400.00
PREMIER AGENDAS/ 3533	16-01124	11-190-100-610-05-000-000/ GENERAL SUPPLIES		CF	INV #204500418784	35489	1,503.00
	16-00545	11-190-100-610-20-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #204500440318	35489	2,840.50

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Unposted Checks							
PREMIER AGENDAS/ 3533		11-190-100-610-98-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #204500440318	35489	2,840.50
			Total for PREMIER AGENDAS/ 3533				**$7,184.00**
PRITCHARD INDUSTRIES/ 4537	16-00740	11-000-262-420-71-500-000/ CUST/MAINT EXTRA HOURS		CP	VARIOUS INVOICES	35490	11,180.76
	16-00739	11-000-262-420-71-501-000/ CUST/MAINT CONTRACT		CP	INV #0020010415,10491,10589	35490	461,490.30
	15-00791	P1-000-262-420-71-500-000/ CUST/MAINT EXTRA HOURS	15-00791	CP	#0020010395,0020010554	35490	8,234.28
			Total for PRITCHARD INDUSTRIES/ 4537				**$480,905.34**
PROJECT LEAD THE WAY, INC./ 3587	16-00538	20-364-100-500-66-000-000/ OTHER PURCHASED SERVICES		CF	INV #47130	35491	3,000.00
PROMEDIA/ 6201	16-00516	11-000-222-500-68-000-000/ ED MEDIA TECH SERVICE		CF	INV #38178	35492	5,120.00
PTS DATA CENTER SOLUTIONS INC./ 8321	15-02671	12-000-400-450-71-000-000/ CONSTRUCTION SERVICES		CF	INV #18541	35493	18,836.70
PUBLIC SERVICE ELECTRIC & GAS/ 2672	16-00985	11-000-262-622-71-516-000/ ELECTRICITY		CP	july - aug 2015	35494	78,987.70
R.D. SALES, LLC./ 3630	15-02359	P1-000-261-420-71-526-000/ LOCKSMITH SERVICES	15-02359	CF	INV #DH9324,9292,9335,9456	35495	3,664.25
	16-00987	11-000-261-420-71-526-000/ LOCKSMITH SERVICES		CP	various invoices	35495	10,426.50
	16-00986	11-000-261-420-71-519-000/ SECURITY ALARMS		CP	various invoices	35495	9,518.50
			Total for R.D. SALES, INC./ 3630				**$23,609.25**
REALLY GOOD STUFF/ 6385	16-01064	20-231-100-600-66-000-000/ TITLE I CURRENT YEAR		CF	INV #5281668	35496	222.13
	15-02621	P2-231-100-600-66-000-000/ TITLE I CURRENT YEAR	15-02621	CF	INV #5141665	35496	936.93
	15-02620	P2-231-100-600-66-000-000/ TITLE I CURRENT YEAR	15-02620	CF	INV #5152995	35496	999.60
	15-02631	P2-231-100-600-66-000-000/ TITLE I CURRENT YEAR	15-02631	CF	INV #5137444,5129349	35496	5,119.56
			Total for REALLY GOOD STUFF/ 6385				**$7,278.22**
RENAISSANCE LEARNING, INC./ 7654	16-00794	11-000-221-500-64-000-000/ IMPVT OF INST OTHER SVC		CF	VARIOUS INVOICES	35497	41,217.50
RICKARD REHABILITATION SERVICE/ 3697	16-01079	11-000-216-320-40-000-000/ PURCHASED PROFESSIONAL -		CP	JULY 2015	35498	2,940.00

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Unposted Checks							
RIDGEFIELD BOARD OF ED./ 2712	16-01118	11-000-100-569-40-227-000/ TUITION ADJUSTMENTS		CF	INV #6V0007	35499	2,439.60
ROTO-ROOTER/ 4376	16-00988	11-000-261-420-71-513-000/ PLUMBING/HEATING		CP	VARIOUS INVOICES	35500	541.00
SATALLITE SPORTS GROUP/ 6975	15-01507	P1-000-218-320-03-000-000/ GUIDANCE ED SERVICES	15-01507	CF	INV #00011867	35501	1,397.00
SAVATREE/ 4355	16-00733	11-000-263-420-71-509-000/ UPKEEP OF GROUNDS		CP	INV #3691269,3673375	35502	3,700.00
SCHOOL HEALTH SUPPLY CO/ 2768	16-00677	11-000-213-600-03-000-000/ HEALTH SUPPLIES		CF	INV #3010668-00	35503	1,179.67
SCHOOL SPECIALTY INC/ 2770	16-00541	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102247058	35504	290.70
	16-00547	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102247018	35504	74.78
	16-00572	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114815065	35504	319.76
	16-00591	11-000-240-600-20-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #208115021380	35504	75.83
	16-00592	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102249662	35504	149.99
	16-00623	11-190-100-610-05-000-000/ GENERAL SUPPLIES		CF	INV #208114747016	35504	93.17
	16-00628	11-213-100-610-40-000-000/ RESOURCE ROOM/CENTER		CF	INV #308102247021	35504	192.93
	16-00685	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102247011	35504	291.31
	16-00719	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114747612	35504	124.76
	16-00728	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114940460	35504	1,549.75
	16-00730	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102247006	35504	309.50
	16-00747	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114747556	35504	154.80
	16-00757	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114814894	35504	59.80
		20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #208114814894	35504	60.00

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Unposted Checks							
SCHOOL SPECIALTY INC/ 2770	16-00790	11-000-213-600-98-000-000/ HEALTH SUPPLIES		CF	INV #280114748889	35504	41.37
	16-00823	11-000-240-600-03-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #208114826896	35504	483.14
	16-00826	11-000-240-600-03-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #308102277010	35504	622.78
	16-00831	20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #208114814211	35504	126.75
	16-00833	20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #208114814224	35504	255.99
	16-00842	20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #308102298995	35504	250.20
	16-00848	11-000-240-600-10-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #308102279847	35504	929.72
	16-00849	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114876064	35504	1,279.04
	16-00886	20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #308102259875	35505	249.04
	16-00899	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114814202	35505	282.78
	16-00902	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102274253	35505	249.45
	16-00909	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102281779	35505	249.07
	16-00911	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102282031	35505	259.97
	16-00919	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #208114814200	35505	533.86
		20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #208114814200	35505	533.86
	16-00929	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102259863	35505	124.93
		20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #308102259863	35505	124.93
	16-00935	11-190-100-610-02-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102259870	35505	251.03
	16-00944	11-000-219-600-40-000-000/ CHILD STUDY TEAM SUPPLY		CF	INV #308102259861	35505	295.82
	16-00964	11-000-240-600-03-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #208114978403	35505	60.50
	16-01084	11-000-240-600-02-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #208114988527	35505	184.13
	16-01085	11-000-240-600-02-000-000/ SCHOOL ADMIN SUPPLIES		CF	INV #208114988526	35505	64.42
	16-01116	20-218-100-600-02-000-000/ SUPPLS & MATRLS		CF	INV #208115022337	35505	2,041.67
	16-00991	11-000-240-600-05-000-000/ SUPPLIES AND MATERIALS		CF	INV #308102259868	35505	1,252.87
	16-01108	11-190-100-610-07-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #308102296168	35505	287.04

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Unposted Checks							
			Total for SCHOOL SPECIALTY INC/ 2770				$14,781.44
SCHOOLDUDE.COM/ 3854	16-00503	11-000-262-590-71-000-000/ MISCELLANEOUS PURCHASED		CF	INV #R-42262, ADJ-007464	35506	10,771.88
SCIARRILLO - CORNELL LAW OFFICE/ 8342	16-01183	30-916-400-331-98-000-000/ LEGAL SERVICES		CF	INV #800	35507	404.63
		30-917-400-331-20-000-000/ LEGAL SERVICES		CF	INV #800	35507	404.62
			Total for SCIARRILLO - CORNELL LAW OFFICE/ 8342				$809.25
SHARP ELEVATOR COMPANY, INC./ 3882	16-00953	11-000-261-420-71-528-000/ ELEVATOR REPAIRS		CP	INV #35236,35417,35583	35508	1,920.00
SOUTH BERGEN JOINTURE COMMISSION/ 3957	16-00997	11-000-270-515-40-000-000/ TRANS SPEC JOINTURE		CP	summer program #48125	35509	39,654.33
SPERBER, JANA/ 5752	16-1010	20-270-200-580-66-000-000/ TRAVEL		CF	TRAVEL	35510	1,429.98
SPORTS TIME, INC/ 3972	16-00511	11-402-100-600-20-000-000/ ATHLETICS		CF	INV #1537413	35511	2,792.50
	16-00515	11-402-100-600-20-000-000/ ATHLETICS		CF	INV #1537415	35511	4,326.00
	16-00530	11-402-100-600-20-000-000/ ATHLETICS		CF	VARIOUS INVOICES	35511	12,148.75
			Total for SPORTS TIME, INC/ 3972				$19,267.25
STORR TRACTOR COMPANY/ 5204	16-01156	11-000-261-420-71-508-000/ GENERAL REPAIRS		CP	INV #697686, 697472	35512	3,047.81
SUCCESS ADVERTISING, INC./ 7606	16-01067	11-000-230-590-69-000-000/ GEN ADMIN OTHER SVC		CF	INV #287934	35513	626.35
SUPER DUPER SCHOOL CO./ 4054	16-00810	11-190-100-610-03-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #2087951A	35514	154.60
TEACHING STRATEGIES/ 6840	16-00753	20-218-100-500-02-000-000/ OTHER PURCHASED SERVICES		CF	INV #0247097-IN	35515	3,000.00
TEACHSCAPE, INC./ 7410	16-00870	11-000-221-500-60-137-000/ TEACHER EVALUATION		CF	INV #2016-0269	35516	28,454.00
TEANECK COMMUNITY CHARTER SCH./ 4120	15-00788	P1-000-100-561-63-238-000/ TRANSFER OF FUNDS TO CHA	15-00788	CF	MARCH 2015	35517	804.00

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Unposted Checks							
TENAFLY MOWER SERVICES/ 4133	16-01130	11-000-261-420-71-508-000/ GENERAL REPAIRS		CF	INV #21601	35518	310.80
TEQUIPMENT, INC/ 7647	16-01033	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #89168	35519	137.46
THE BOOKSOURCE/ 6297	16-00994	20-231-100-600-66-000-000/ TITLE I CURRENT YEAR		CF	INV #446078	35520	2,475.40
THE HOBBY QUEST/ 5323	16-01062	60-050-200-300-66-000-000/ PURCH PROF/TECH SERV		CF	INV #3325	35521	440.00
THE SHERWIN-WILLIAMS CO./ 4603	15-00811	P1-000-262-610-71-611-000/ PAINT SUPPLIES	15-00811	CP	INV #5995-7,3035-4	35522	1,068.57
	16-00873	11-000-262-610-71-611-000/ PAINT SUPPLIES		CP	VARIOUS INVOICES	35522	3,377.92
			Total for THE SHERWIN-WILLIAMS CO./ 4603				**$4,446.49**
TRUSTEES OF THE CARMELITE FATHERS OF NJ/ 7102	16-01121	11-000-262-441-71-000-000/ RENTAL OF BUILDING		CP	SEPT & OCT 2015 RENTAL	35523	55,571.22
TURN ABOUT LEARNING, LLC/ 8309	15-02580	P2-270-200-300-66-000-000/ PURCHASED PROFESSIONAL A	15-02580	CF	INV #1180	35524	5,399.00
UNITED RENTALS/ 7095	15-02659	P1-000-260-730-71-000-000/ UNDIST.EXPEND.- OPERATIO	15-02659	CF	INV #130298177-001	35525	24,750.00
UNITED WATER/ 4901	16-00958	11-000-262-490-71-522-000/ WATER SERVICES		CP	JULY INVOICES	35526	5,407.33
UNIVERSAL ELECTRIC MOTOR SERV./ 4332	16-00789	11-000-261-420-71-508-000/ GENERAL REPAIRS		CP	INV #0194657,0193635	35527	337.20
UNIVERSAL SUPPLY GROUP, INC./ 4334	16-00971	11-000-262-610-71-612-000/ PLUMBING/HEAT SUPPLIES		CP	INV #S5112737.001	35528	98.41
VANGUARD MODULAR BUILDING SYSTEMS, LLC/ 7891	15-02406	12-000-400-450-02-552-000/ MODULAR CLASSROOMS		CP	INV #RI-73136	35529	189,893.00
VERIZON/ 1329	16-00959	11-000-230-530-71-615-000/ COMMUNICATION TELEPHONE		CP	JULY 2015 INVOICES	35530	7,320.95
VERIZON WIRELESS/ 3759	16-01172	11-000-261-420-71-512-000/ PAGING SERVICES		CP	acct #586021457-00001	35531	2,302.62
VINELAND PUBLIC SCHOOLS/ 8308	15-02560	P1-000-100-562-40-000-000/ TUITION IN STATE SPECIAL	15-02560	CF	TUITION FOR 3/31-6/30	35532	13,895.82

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Unposted Checks							
W.W. GRAINGER INC/ 2060	16-00837	11-000-262-610-71-610-000/ MISC SUPPLIES		CP	VARIOUS INVOICES	35533	7,120.52
WALSH-MERKEL, ROBYN MA, CCC-SLP/ 4740	16-00943	11-204-100-320-40-000-000/ SPEC ED-LEARN & LANG DIS		CP	JULY - AUG -SEPT 2015 EVALS	35534	2,025.00
WB MASON CO., INC./ 5743	16-00852	11-190-100-610-10-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #I27447012,I27696128	35535	2,102.72
	16-00883	20-218-100-600-02-000-000/ SUPPLS & MATRLS		CP	#I27376266,I27446962,I27729756	35535	212.45
	16-00998	11-000-218-600-20-000-000/ GUIDANCE SUPPLIES		CF	#I27288981,I27313088,I27343575	35535	1,490.24
	16-00782	11-000-213-600-02-000-000/ HEALTH SUPPLIES		CF	INV #I27468548,I27484906	35535	91.05
	16-00979	11-000-240-600-20-000-000/ SCHOOL ADMIN SUPPLIES		CF	#I27289331,27313128,27376288,	35535	2,429.04
	15-02644	P1-000-251-600-63-000-000/ CENTRAL SVCS SUPPLIES	15-02644	CP	INV #I27077333,I27113324	35535	176.46
	15-02669	P1-000-262-610-71-519-000/ GENERAL SUPPLIES	15-02669	CP	INV #I27137994,I27130716	35535	408.39
			Total for WB MASON CO., INC./ 5743				**$6,910.35**
WEINER LESNIAK/ 4452	16-01169	11-000-230-331-40-403-000/ LEGAL SERV - SPECIAL ED		CF	INV #184523, 184526	35536	1,988.72
		11-000-230-331-63-401-000/ GENERAL ADMIN LEGAL FEES		CF	INV #184524	35536	35.00
			Total for WEINER LESNIAK/ 4452				**$2,023.72**
WENGER CORP./ 4457	16-00559	11-190-100-610-98-000-000/ REG PROGRAM-UNDISTRIBUTE		CF	INV #691062	35537	2,766.00
WESTERN TERMITE & PEST/ 3119	16-00735	11-000-261-420-71-505-000/ EXTERMINATION SVCS		CF	INV #885454, 885455	35538	380.00
WONDER FIRE PROTECTION, INC./ 4516	16-00737	11-000-261-420-71-520-000/ FIRE		CP	INV #13414	35539	100.00
YOUNG AUDIENCES OF NEW JERSEY/ 4575	16-01057	60-050-200-300-66-000-000/ PURCH PROF/TECH SERV		CF	INV #INV009528	35540	1,175.00
ZANER BLOSER/ 4590	15-02605	P1-240-100-610-64-101-000/ GENERAL SUPPLIES	15-02605	CF	INV #10010078	35541	3,457.73
	15-02605A	P2-231-100-600-66-000-000/ TITLE I CURRENT YEAR	15-02605	CF	INV #10010078	35541	2,000.00
			Total for ZANER BLOSER/ 4590				**$5,457.73**
					Total for Unposted Checks		**$2,196,265.28**

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07/31/2015

Englewood Public School District
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Run on 09/11/2015 at 12:30:10 PM

Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.

Fund Summary

Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	10	$172,160.00				$172,160.00
10	11	$1,396,299.43				$1,396,299.43
10	12	$218,923.77				$218,923.77
10	P1	$172,369.99				$172,369.99
Fund 10	TOTAL	$1,959,753.19				$1,959,753.19
20	20	$15,698.41				$15,698.41
20	P2	$158,766.14				$158,766.14
Fund 20	TOTAL	$174,464.55				$174,464.55
30	30	$40,809.25				$40,809.25
50	50	$19,623.29				$19,623.29
60	60	$1,615.00				$1,615.00
GRAND	TOTAL	$2,196,265.28	$0.00	$0.00	$0.00	$2,196,265.28

Chairman Finance Committee _____

Member Finance Committee _____

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07/01/2015

Englewood Public School District
Bills And Claims Report By Account Number

AUGUST 14, 2015 PAYROLL

Account # / Description	PO #	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check#	Check Amount
UNPOSTED CHECKS							
11-000-211-100-60-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	3,004.52
11-000-211-100-76-101-000/ ATT/SOC SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	ATT/SOC SALARY	3	2,345.02
11-000-211-173-60-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	5,322.58
11-000-213-100-67-103-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	1,635.00
11-000-216-100-67-103-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	11,685.00
11-000-218-104-67-103-000/ SALARIES OF OTHER PROFES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF OTHER PROFES	3	3,360.00
11-000-219-104-40-101-000/ CHILD STUDY TEAM SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CHILD STUDY TEAM SALARY	3	3,012.16
11-000-219-104-67-103-000/ SALARIES OF OTHER PROFES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF OTHER PROFES	3	8,797.50
11-000-219-105-40-101-000/ CHILD STUDY TEAM SEC	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CHILD STUDY TEAM SEC	3	3,074.33
11-000-221-102-64-101-000/ IMPVT OF INSTRUCTION SAL	16-0010		4614 / E.B.O.E.- PAYROLL	HP	IMPVT OF INSTRUCTION SAL	3	10,770.78
11-000-221-102-65-101-000/ IMPVT OF INSTRUCTION SAL	16-0010		4614 / E.B.O.E.- PAYROLL	HP	IMPVT OF INSTRUCTION SAL	3	5,248.62
11-000-222-100-60-101-000/ ED MEDIA SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	ED MEDIA SALARY	3	13,170.02
11-000-222-100-60-104-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	1,030.33
11-000-230-100-61-101-000/ GENERAL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	GENERAL ADMIN SALARY	3	9,353.10
11-000-230-100-62-101-000/ GENERAL ADMIN - SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	GENERAL ADMIN - SALARY	3	8,732.08
11-000-230-108-60-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	5,950.00
11-000-240-103-07-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	3	6,394.00
11-000-240-103-40-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	3	6,024.33
11-000-240-103-60-101-000/ SALARIES OF PRINCIPALS/A	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF PRINCIPALS/A	3	6,394.00
11-000-240-103-73-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	3	11,798.45
11-000-240-103-74-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	3	11,785.37
11-000-240-103-75-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	3	8,477.10
11-000-240-103-76-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	3	11,875.70
11-000-240-103-77-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	3	23,441.07

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

Englewood Public School District
Bills And Claims Report By Account Number

AUGUST 14, 2015 PAYROLL

Account # / Description	PO #	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check#	Check Amount
UNPOSTED CHECKS							
11-000-240-103-98-101-000/ SALARIES OF PRINCIPALS/A	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF PRINCIPALS/A	3	5,675.90
11-000-240-105-60-101-000/ SALARIES OF SECRETARIAL	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF SECRETARIAL	3	1,294.07
11-000-251-100-63-000-000/ CENTRAL SERVICE SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CENTRAL SERVICE SALARY	3	24,929.26
11-000-251-100-69-000-000/ CENTRAL SERVICES SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CENTRAL SERVICES SALARY	3	8,722.75
11-000-261-100-71-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	2,799.57
11-000-262-104-71-000-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	5,276.94
11-000-266-100-60-101-000/ SECURITY SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SECURITY SALARIES	3	19,176.51
11-000-270-160-60-000-000/ SAL. FOR PUPIL TRANS(BET	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SAL. FOR PUPIL TRANS(BET	3	2,137.42
11-000-270-162-60-000-000/ SAL. FOR PUPIL TRANS(BET	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SAL. FOR PUPIL TRANS(BET	3	1,421.45
11-000-291-290-60-132-000/ VACATION /SICK PAY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	VACATION /SICK PAY	3	2,000.00
11-110-100-101-67-103-000/ PRESCHOOL/KINDERGARTEN -	16-0010		4614 / E.B.O.E.- PAYROLL	HP	PRESCHOOL/KINDERGARTEN -	3	3,210.00
11-120-100-101-67-103-000/ REG PROGRAM-GRADES 1-5	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 1-5	3	26,461.29
11-120-100-101-73-101-000/ REG PROGRAM-GRADES 1-5	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 1-5	3	249.66
11-120-100-101-80-102-000/ REG PROGRAM-GRADES 1-5	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 1-5	3	5,069.45
11-130-100-101-67-103-000/ REG PROGRAM-GRADES 6-8	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 6-8	3	1,380.00
11-130-100-101-80-102-000/ REG PROGRAM-GRADES 6-8	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 6-8	3	200.00
11-140-100-101-67-103-000/ REG PROGRAM-GRADES 9-12	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 9-12	3	4,320.00
11-240-100-101-67-103-000/ SALARIES OF TEACHERS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF TEACHERS	3	250.00
20-218-200-103-02-000-000/ SALARIES OF SUPERVISORS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF SUPERVISORS	3	3,149.77
20-231-100-100-66-000-000/ SALARIES OF TEACHERS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF TEACHERS	3	40,800.00
20-231-100-100-66-724-000/ SALARY - FOCUS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARY - FOCUS	3	27,810.00

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

Englewood Public School District
Bills And Claims Report By Account Number

AUGUST 14, 2015 PAYROLL

Account # / Description	PO #	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check#	Check Amount
UNPOSTED CHECKS							
20-241-100-100-66-000-000/ SALARIES OF TEACHERS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF TEACHERS	3	18,262.50
60-050-100-100-66-000-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	3	8,362.50
					Total for Unposted Checks		**$395,640.10**

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

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07/01/2015

Englewood Public School District
Bills And Claims Report By Account Number
AUGUST 14, 2015 PAYROLL

Run on 08/17/2015 at 12:21:37 PM

Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.

Fund Summary

Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	11			$297,255.33		$297,255.33
20	20			$90,022.27		$90,022.27
60	60			$8,362.50		$8,362.50
GRAND	TOTAL	$0.00	$0.00	$395,640.10	$0.00	$395,640.10

Chairman Finance Committee _____

Member Finance Committee _____

Englewood Public School District
Bills And Claims Report By Account Number
AUGUST 31, 2015 PAYROLL

Account # / Description	PO #	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check#	Check Amount
UNPOSTED CHECKS							
11-000-211-100-60-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	3,004.52
11-000-211-100-76-101-000/ ATT/SOC SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	ATT/SOC SALARY	4	2,345.02
11-000-211-173-60-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	5,322.58
11-000-211-173-67-103-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	390.26
11-000-213-100-67-103-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	2,100.00
11-000-216-100-67-103-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	390.00
11-000-218-104-67-103-000/ SALARIES OF OTHER PROFES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF OTHER PROFES	4	4,320.00
11-000-219-104-40-101-000/ CHILD STUDY TEAM SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CHILD STUDY TEAM SALARY	4	3,012.16
11-000-219-104-67-103-000/ SALARIES OF OTHER PROFES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF OTHER PROFES	4	6,960.00
11-000-219-105-40-101-000/ CHILD STUDY TEAM SEC	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CHILD STUDY TEAM SEC	4	2,767.95
11-000-221-102-64-101-000/ IMPVT OF INSTRUCTION SAL	16-0010		4614 / E.B.O.E.- PAYROLL	HP	IMPVT OF INSTRUCTION SAL	4	10,770.78
11-000-221-102-65-101-000/ IMPVT OF INSTRUCTION SAL	16-0010		4614 / E.B.O.E.- PAYROLL	HP	IMPVT OF INSTRUCTION SAL	4	5,248.62
11-000-222-100-60-101-000/ ED MEDIA SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	ED MEDIA SALARY	4	13,170.02
11-000-222-100-60-104-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	1,556.70
11-000-230-100-61-101-000/ GENERAL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	GENERAL ADMIN SALARY	4	441.25
11-000-230-100-62-101-000/ GENERAL ADMIN - SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	GENERAL ADMIN - SALARY	4	9,752.92
11-000-230-100-67-103-000/ GENERAL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	GENERAL ADMIN SALARY	4	93.93
11-000-230-108-60-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	5,950.00
11-000-240-103-07-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	4	6,394.00
11-000-240-103-40-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	4	6,024.33
11-000-240-103-60-101-000/ SALARIES OF PRINCIPALS/A	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF PRINCIPALS/A	4	6,394.00
11-000-240-103-73-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	4	11,798.45
11-000-240-103-74-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	4	11,785.37
11-000-240-103-75-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	4	8,477.10

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

Englewood Public School District
Bills And Claims Report By Account Number
AUGUST 31, 2015 PAYROLL

Account # / Description	PO #	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check#	Check Amount
UNPOSTED CHECKS							
11-000-240-103-76-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	4	11,875.70
11-000-240-103-77-101-000/ SCHOOL ADMIN SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SCHOOL ADMIN SALARY	4	23,441.07
11-000-240-103-98-101-000/ SALARIES OF PRINCIPALS/A	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF PRINCIPALS/A	4	5,675.90
11-000-240-105-60-101-000/ SALARIES OF SECRETARIAL	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF SECRETARIAL	4	1,131.24
11-000-251-100-63-000-000/ CENTRAL SERVICE SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CENTRAL SERVICE SALARY	4	31,866.04
11-000-251-100-69-000-000/ CENTRAL SERVICES SALARY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	CENTRAL SERVICES SALARY	4	8,722.75
11-000-261-100-71-101-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	2,799.57
11-000-262-104-71-000-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	5,276.94
11-000-266-100-60-101-000/ SECURITY SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SECURITY SALARIES	4	14,302.60
11-000-270-160-60-000-000/ SAL. FOR PUPIL TRANS(BET	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SAL. FOR PUPIL TRANS(BET	4	2,137.42
11-000-270-162-60-000-000/ SAL. FOR PUPIL TRANS(BET	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SAL. FOR PUPIL TRANS(BET	4	1,125.00
11-000-291-290-60-132-000/ VACATION /SICK PAY	16-0010		4614 / E.B.O.E.- PAYROLL	HP	VACATION /SICK PAY	4	19,769.18
11-120-100-101-67-103-000/ REG PROGRAM-GRADES 1-5	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 1-5	4	127.50
11-140-100-101-67-103-000/ REG PROGRAM-GRADES 9-12	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 9-12	4	3,660.00
11-140-100-101-80-102-000/ REG PROGRAM-GRADES 9-12	16-0010		4614 / E.B.O.E.- PAYROLL	HP	REG PROGRAM-GRADES 9-12	4	540.00
11-150-100-101-40-101-000/ HOME INSTRUCTION	16-0010		4614 / E.B.O.E.- PAYROLL	HP	HOME INSTRUCTION	4	540.00
20-218-200-103-02-000-000/ SALARIES OF SUPERVISORS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF SUPERVISORS	4	3,149.77
20-231-100-100-66-000-000/ SALARIES OF TEACHERS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF TEACHERS	4	330.00
20-241-100-100-66-000-000/ SALARIES OF TEACHERS	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES OF TEACHERS	4	255.00
60-050-100-100-66-000-000/ SALARIES	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES	4	6,877.50
60-057-100-100-05-000-000/ SALARIES - GRIECO	16-0010		4614 / E.B.O.E.- PAYROLL	HP	SALARIES - GRIECO	4	894.47
					Total for Unposted Checks		**$272,967.61**

** CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial*

va_bill1.10272014
07/31/2015

Englewood Public School District
Bills And Claims Report By Account Number
AUGUST 31, 2015 PAYROLL

Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.

Run on 08/27/2015 at 01:24:25 PM

Fund Summary

Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	11			$261,460.87		$261,460.87
20	20			$3,734.77		$3,734.77
60	60			$7,771.97		$7,771.97
GRAND	TOTAL	$0.00	$0.00	$272,967.61	$0.00	$272,967.61

Chairman Finance Committee _____

Member Finance Committee _____

START YOUR DAY THE RIGHT WAY!

YOUR SCHOOL IS PLEASED TO OFFER A
BREAKFAST PROGRAM!

FUEL UP!

WAKE UP!

LEARN MORE!

MORE ENERGY!

POMPTONIAN
FOOD SERVICE

BE SURE TO JOIN US FOR BREAKFAST!

PEOPLE WHO EAT BREAKFAST:

BETTER HEALTH
MORE ENERGY
LONGER ATTENTION SPAN

PEOPLE WHO DON'T EAT BREAKFAST:

SHORTENED ATTENTION SPAN
LACK ALERTNESS
IRRITABILITY

Form 150
March 2015

IMPROVEMENT PLAN FOR SCHOOL BREAKFAST PROGRAMS

A. **Local Education Agency (LEA)**____ENGLEWOOD B. **Agreement # 003-01370** C. **County BERGEN**

D. **Program Contact Name**_____Cheryl Balletto_____ **e-mail** ___cballetto@epsd.org_____ **Phone Number**____201-862-6271_____

	E **School Name** **(as listed on Schedule A)**	F **Grade Level**	G **Date Revision Implemented**	H **Type of Food Service/Prep**	I **Method of Breakfast Service**	J **Time of Service**	K **Accountability Method**	L **Collection Method**
1	DONALD A. QUARLES	P	9/2/2015	SP	Cafeteria	Before the bell	Computerized POS	Register/Cashbox/ Computer
2	DR. JOHN GRIECO ELEMENTARY	E	9/2/2015	SP	Cafeteria	Before the bell	Computerized POS	Register/Cashbox/ Computer
3	DR. LEROY MCCLOUD ELEMENTARY	E	9/2/2015	SP	Cafeteria	Before the bell	Computerized POS	Register/Cashbox/ Computer
4	J.E. DISMUS MIDDLE	M	9/2/2015	SP	Cafeteria	Before the bell	Computerized POS	Register/Cashbox/ Computer
5	DWIGHT MORROW HIGH	H	9/2/2015	SP	Cafeteria	Before the bell After the bell	Computerized POS	Register/Cashbox/ Computer
6	VINCE LOMBARDI LEARNING CENTER	H	9/2/2015	SP	Cafeteria	Before the bell After the bell	Coded Roster	Register/Cashbox/
7			9/2/2015					
8								

Grade Level
P = PreK and/or Kindergarten only
KE = PreK/Nursery or KG through Grade 8
E = Elementary, any combination
M = Middle School
H = High School
A = All Grades
V = Vocational

Type of Food Service/Prep
SP = Self Prep
CK = Central Kitchen
SK = Satellite Kitchen
VK = Vended Kitchen

Method of Breakfast Service
Cafeteria
Classroom/Homeroom
Grab 'N' Go
Other (attach explanation)

Time of Service
Before the Bell
After the Bell

Accountability Method
Coded Ticket or Token
Coded Roster
Tally Method
Computerized Point of Sale
Other (attach explanation)

Collection Method
Register, Cashbox, or computer
Classroom
Envelope
Non-Pricing
Post Payment bill

_____
M. **Signature of Authorized Representative**

_____
Date

_____
N. **Title (Certifier, BA, Board Secretary)**

_____
Phone

O. STATE AGENCY USE ONLY

Date approved_____

By_____

Administrative Review Summary Report

LEA: Englewood BOE **Agreement #:** 00301370

School Nutrition Review Team and Lead: Carol E. Flato

School(s) Reviewed: Quarles Elementary and Dismus Middle

Review Date(s): February 25, 26, and 27, 2015 **Date of Exit Conference:** March 3, 2015

This Administrative Review (AR) Summary Report provides written notification of the review findings of your districts nutrition programs. **The findings detailed below require corrective action**. As discussed at the exit conference held on March 3, 2015, prompt corrective action is required. Documentation of corrective action must be received within 30 calendar days of this email.

Fiscal action must be assessed when LEA claims or receives more federal funds than earned under 7 CFR 210.7. Notations are provided under each section to specify potential for fiscal action. The LEA will be notified if meals are disallowed or reimbursement is recovered and the right to appeal.

Complete the documented corrective action and date implemented in the appropriate sections of this report. Include documentation needed to demonstrate corrective action was completed, if specified. Email the completed report to the following address:

Subject line: Englewood BOE and Documented Corrective Action

Email: carol.flato@ag.state.nj.us

Review Findings Needing Corrective Action

Meal Access and Reimbursement

☑ **Certification and Benefit Issuance (100)**

Fiscal action must be assessed for errors resulting from incomplete applications, miscategorized certifications, and benefit issuance errors. The ***Eligibility Certification and Benefit Issuance Error Worksheet*** and/or ***Other Eligibility Certification and Benefit Issuance Error Worksheet*** which capture the errors needing follow up were previously emailed.

The following areas need corrective action:

- Free and reduced price meal applications were incomplete or incorrectly approved or denied

State Agency (SA)'s Suggested Corrective Action:

- Correct all application errors identified on the Eligibility Certification and Benefit Issuance Error Worksheet (SFA-1) and record the date of correction. **Please note:** Eligibility Certification and Benefit Issuance Worksheets have been completed and sent to me and, therefore, no further action is required. Please record the date the forms were sent in the corrective action section below.

LEA's Documented Corrective Action and date implemented:

☑ **Verification (200)**

The following areas need corrective action:

- District Representatives did not participate in verification training
- Confirmation review was not conducted
- Verification process was not completed by November 15th

State Agency (SA)'s Suggested Corrective Action:

Develop and implement procedures to ensure:

- A district representative participates in a verification training
- The confirmation reviews take place and are documented
- Verification process is completed by November 15th of each year

LEA's Documented Corrective Action and date implemented:

☑ **Meal Counting and Claiming (300)**

Fiscal action must be assessed for inaccurate meal counting and claiming for the day of the review and/or the review period. It must be extended back to the beginning of the school year or that point in time during the school year when the infraction first occurred. Based on the severity and longevity of the problem, the state agency may extend fiscal action back to the previous school years.

The following areas need corrective action:

☑ **Site Level – Day of Review (Lunch at Quarles):**

- Meal counting system did not provide accurate counts at point of service (or an approved alternate)

State Agency (SA)'s Suggested Corrective Action:

Site Level – Day of Review (Lunch):

Develop and implement procedures to ensure:

- The meal counting system provides an accurate count of reimbursable meals at the point of service
- Total meal counts by category are correctly combined, recorded or consolidated

LEA's Documented Corrective Action and date implemented:

General Program Compliance

☑ **On-site Monitoring (900)**

The following areas need corrective action:

- NSLP On-site review (Form #142) was not completed prior to February 1st

State Agency (SA)'s Corrective Action:

Develop and implement procedures to ensure:

- NSLP On-site reviews (Form #142) are completed prior to February 1st for all sites in the district. Lombardi School monitoring was not completed at the time of the review.

LEA's Documented Corrective Action and date implemented:

☑ **Local Wellness Policy (1000)**

The following areas need corrective action:

- The local wellness policy did not contain required elements and/or was not updated with current nutrition standards

State Agency (SA)'s Corrective Action:

Develop and implement procedures to ensure:

- The local wellness policy contains required elements and/or is updated with current nutrition standards. Straus Esmay has been working with many districts on updating the Local Wellness Policy. It would be prudent to reach out to them for assistance.

LEA's Documented Corrective Action and date implemented:

☑ **Food Safety (1400)**

The following areas need corrective action:

- Each serving location did not receive 2 food safety inspections during current school year or from the prior school year

State Agency (SA)'s Corrective Action:

Develop and implement procedures to ensure:

- Each serving location receives 2 food safety inspections during current school year or from the prior school year. Quarles Elementary was not up to date on their inspections.

LEA's Documented Corrective Action and date implemented:

Other Federal Programs Reviews

☑ **Afterschool Snack Program** (1700)

The following areas need corrective action:

Accountability

- Meal counting system did not provide accurate counts at the point of service for area eligible and non-area eligible

State Agency (SA)'s Suggested Corrective Action:

Develop and implement procedures to ensure:

- Meal counting system provides accurate counts at the point of service for area eligible students. Meal counting in one location is relatively easy. Classroom accountability for snacks served must be revamped.

LEA's Documented Corrective Action and date implemented:

State Agency

As discussed at the exit conference, it is understood that prompt corrective action is required for the findings identified above. Corrective action must be implemented in all schools not just in the schools reviewed. Part 210.08 of federal regulations requires fiscal action to be calculated up to the date corrective action occurs. Documented corrective action must be submitted on this report no later than 30 days of receipt of this email.

Carol E. Flato, MGA	March 3, 2015	April 10, 2015
Name of Lead State Agency Reviewer	**Date of Exit**	**Date Corrective Action Due**

LEA

I certify that the documented corrective action indicated in this report has been (or will be) taken on the dates indicated and will be implemented in all schools not just in the schools reviewed.

Name of LEA Representative	**Title of LEA Representative** **Date Submitted**