

**BERKELEY HEIGHTS BOARD OF EDUCATION
COMBINED CONFERENCE AND REGULAR MEETING
MINUTES
JUNE 30, 2020**

CALL TO ORDER

The Combined Conference and Regular Meeting of the Berkeley Heights Board of Education was called to order on Tuesday, June 30, 2020 at 6:30 PM via the media platform ZOOM by the Board President, Mr. Reinstein.

ROLL CALL

A roll call indicated the presence of the following members:

Mrs. Penna, Mr. D'Aquila, Mr. Gioia, Ms. Reilly, Mr. Cassano, Dr. Crisonino, Mrs. Kirsch and Mr. Reinstein. Also present were Dr. Varley, Mr. McKinney and Mrs. Felezzola.

STATEMENT

On June 25, 2020, this body by resolution adopted the schedule for this meeting. The time, date and location of this meeting were accurately set forth therein.

On June 25, 2020, this notice was provided to all schools, all PTO Presidents, the BHEA President and posted at the Administration Building. On the same date a copy was emailed to the Public Library, TAP into Berkeley Heights, the Courier News and filed with the Municipal Clerk to file and post at Town Hall. The meeting will also be announced on the District Sign at Columbia School.

This board meeting will be live-streamed on the media platform ZOOM and posted on BHPS Media via YouTube. Only the public portion of the meeting will be live and recorded. The discussions and actions of the board, the presentations and the comments from the public will be recorded. This is not an official record of the meeting; the written minutes are still the official record of the Board meeting.

ADJOURN TO EXECUTIVE SESSION

It was moved by Dr. Crisonino and seconded by Mr. Gioia that the Board of Education adjourn to executive session, Motion carried.

WHEREAS, the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.) expressly provide that a public body may move into Executive Session and exclude the public from that portion of a meeting at which the public body discusses any of the nine areas set forth in N.J.S.A.10:4-12b; and

ADJOURN TO EXECUTIVE SESSION (continued)

WHEREAS, the Berkeley Heights Board of Education has determined it necessary to move into Executive Session to discuss the following subjects, all of which are included in the aforesaid exceptions: Successful Completion of Final Superintendent's Goal for 2019-2020, 2020-2021 Employment Contract of Assistant Superintendent, 2020-2021 Employment Contract of School Business Administrator, 2020-2021 Employment and Salaries of Central Office Personnel. Additional Summer Child Study Team Employment, Re-Employment of District Data Analyst/Anti-Bullying Coordinator, Revised 2019-2020 Salaries and 2020-2021 Employment and Salaries of Custodians and Maintenance Staff, Revised 2019-2020 Hourly Pay Rates and 2020-2021 Employment and Hourly Pay Rates of Transportation Staff, 2020-2021 Employment and Salaries of Custodial Supervisors, Employment of Paraprofessionals for 2020-2021, Summer Weight Training Personnel, Extra-Curricular Activities, Seasonal Custodian Assistants, Re-Employment of Faculty Technical Support Person, Re-Employment of Treasurer of School Funds, Re-Employment of Bus Health Aide; Evaluation of Superintendent; Student Matters; Negotiations with BHEA and BHAA.

NOW THEREFORE BE IT RESOLVED by the Berkeley Heights Board of Education that it does hereby move into Executive Session pursuant to N.J.S.A.10:4-12b to discuss the aforesaid matters; and

IT IS FURTHER RESOLVED that the aforesaid discussions shall be made public either at the Public Meeting following said Executive Session or at such time as any litigated or personnel matters are concluded; or upon conclusion of any negotiations or related discussions; or as otherwise specified; and

IT IS FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

RETURN TO PUBLIC SESSION

It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board of Education return to Public Session. Motion carried.

FLAG SALUTE

Mr. Reinstein led the board and the public in the Pledge of Allegiance.

APPROVAL OF MINUTES

It was moved by Mrs. Kirsch and seconded by Dr. Crisonino that the Board of Education approve the minutes of the Combined Conference & Regular Meeting held June 11, 2020. Motion carried

CORRESPONDENCE

The correspondence as listed on the agenda had been provided to the Board for their review and information:

- Email from Mrs. M. Dowling; RE: GLHS Graduation.
- Letter from Mrs. K. Watkins; RE: Thank you.
- Letter from Mr. and Mrs. B. Newman; RE: Employment of Paraprofessionals
- Letter from Mr. and Mrs. M. Hernandez; RE: Employment of Paraprofessionals
- Letter from Ms. R. Kasthuri; RE: Recent events
- Letter from The Berkeley Heights Black Families for a Change; RE: Call for Action
- Letter from Ms. E. Ramos and Ms. Ramya Kasthuri; Creation of Subcommittee bringing Racial Justice to Our Schools
- Letter from Township Residents; RE: Review of Curricula and Staff regarding Racial Justice

REPORT OF THE SUPERINTENDENT

Dr. Varley gave a review of Governor Murphy's 104 page "Road Back Report". The NJ plan provides broad outlines that we will use to guide us in crafting our plan and modifying our programs. The administrative team has formed committees to work through important areas and we will be reaching out to other stakeholders to participate in the process. Our goal is to announce the plan by August 3rd, and as much as possible we will provide the community with updates along the way.

Dr. Varley urged the community to fill out the survey sent out on June 17th, as the district has only received 334 responses; It will be resent in the morning. Please make sure to fill it out. Tell your friends! I will be following up with an email tomorrow to parents.

The District is excited for our graduation on July 8th. Unfortunately, I will not be able to attend because I was in Florida this past week and have been caught up in the newly announced quarantine. On July 7th (with a rain date of July 14th) we will host a senior picnic to celebrate our graduating seniors. It is sure to be a great day.

The Berkeley Heights School District has formed a Diversity Committee. I will read the brief specifics here:

Mission: The mission of the Berkeley Heights District Diversity Committee is to support the GLHS, CMS and Elementary level Diversity Committees to celebrate the diversity of our community and foster inclusiveness and acceptance through a three tiered approach: Celebration, Communication, and Education.

Structure: The District Diversity Committee will consist of the Superintendent, a member of the Board of Education, two members each from the GLHS, CMS, and Elementary Diversity Committees, and three parents.

REPORT OF THE SUPERINTENDENT (continued)

Purpose: The Diversity Committee will serve as a forum to discuss (and where necessary coordinate) building level initiatives, plan larger scale community centered events, and meet to hear district level and community concerns related to diversity, equity and inclusiveness issues. In addition, the District level committee will liaise with the Berkeley Heights Township Diversity Committee and the Board of Education.

From the District Committee mission statement you can see that we are also adding building level diversity committees that will oversee individual celebrations of diversity, organize the large inclusive events, coordinate speakers, roundtables, and serve as a forum to discuss curriculum and instructional practice.

The district will also be developing new best practices for hiring in order to expand our pool of diverse candidates, adding implicit bias training for staff and administration, and doing a broad curricular review. We have taken a few small concrete steps this year (round-tables- reviewing reading lists to add diverse authors etc...), but it is my intention that the building and district diversity committees will do much of the heavy lifting in this area. The committees at all levels include community and student voices, if you are interested in volunteering please let me know.

I have received much feedback from the community over the past several weeks regarding diversity in the BHPS, and I want to assure you that you have been heard and that the district is committed to diversity and inclusion.

LIAISON REPORTS

Mrs. Kirsch reported the following:

The Environmental Commission continues to work on Sustainable Jersey.

UCESC Superintendent Terry Foppert will be retiring. Tomorrow evening the board will be appointing Mike Kowalski as acting superintendent. A full search is expected to begin in September

The NJSBA Delegate assembly met on June 27. There were two resolutions approved by the delegates for NJSBA to advocate for a change in existing legislation:

- Presently when a member of a Regional BOE resigns, the replacement representative is chosen by the Regional Board. The approved resolution would seek legislation to have the board member replaced by the district they represented, not the regional board.
- The second resolution pertained to representation on a BOE in a send/receive relationship. Presently, the sending district must have 10% of the student population in the receiving school to have participation/voting rights on the receiving BOE. The resolution would seek to allow the sending district to have some form of representation should their population fall below 10%.

FACILITIES REPORT

Mrs. Felezzola reported that the custodial staff has been working during the school closure and has made great progress getting the schools cleaned and sanitized. They have also been working on regular maintenance projects. One of the projects they have undertaken is the replacement of lighting with LED lighting. We were able to take advantage of grants offered by NJCleanEnergy and the cost of the bulbs and fixtures was reimbursed. Work is continuing on rooftop fan repairs and replacement.

Mrs. Felezzola added that we are in the planning stages for making facility changes in response to reopening the schools.

CITIZENS HEARING

Mr. Dan McGovern, President of the BHEA, acknowledged the work of the BHEA staff, and thanked the parents, guardians and administrators.

He continued that he is troubled by the board's actions to withhold pay of hourly staff. This was acknowledged and corrected. There is concern about the employment of paraprofessionals and the inclusion of a clause related to potential COVID-19 closures.

Additionally, he was pleased to report that Dr. Varley agreed to extend the return to work date from July 1 to July 6 for 12 month employees to allow them more time to prepare for return to work.

Mr. McGovern continued that the BHEA has agreed with the board to provide the Difference Card for employees to reduce the cost of health benefits, and has agreed to this for a one-year trial basis.

Mrs. Emily Ramos, Berkeley Heights, is a parent of three children. She thanked the board and administration for their comments and for listening to racism concerns. She has proposed a parent-let subcommittee with four goals: create a diversified teaching, administration and central office staff that is both highly effective and reflective of the community; develop curricula that is robust, inclusive of diverse perspectives and explicitly addresses social issues surrounding race and inequity; source diversity experts for frequent teacher and administrator training to mitigate implicit biases and engender a sense of responsibility in staff; and build partnerships with families and students that encourages ongoing and open dialogue to problem solve.

Mr. Kyle Brogden, Berkeley Heights, has been a resident for 14 years. He is speaking on behalf of black families in Berkeley Heights, and supports Mrs. Ramos's plan. He has concern for his children and for inequity and presented a plan to include training and education to create an environment where racism and racial insensitivity is not tolerated; policy change to ensure clear accountability for all administrators and staff on creating an environment where racism is not tolerated, and diversity is encouraged; recruitment and retention to establish a culture and work environment that is attractive to black and other diverse candidates; and representation to ensure the voices of black families are heard by the Board of Education.

CITIZENS HEARING (continued)

Mrs. Ramya Kasthuri, Berkeley Heights, has children in first and fourth grade. She feels that we are on the road to an antiracist school system; it won't be easy. She stressed that the board and administration must listen, be sincere, be objective, professional, empathetic and respectful.

Mr. Reinstein added that he has spoken to these three individuals, and there is a passion to improve communication. The board is committed to this and wants to move forward, it is a priority. We ask that you give us time to review everything and figure out the best way to respond, as previously mentioned it won't happen overnight.

It was motioned by Mrs. Kirsch and seconded by Mr. Gioia to accept the Superintendent's Report. Motion carried.

ADMINISTRATION

Item A-H: All Board members.

- A. DISTRICT POLICIES** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board introduce for study and first reading of the following proposed revised policy:

Prevention and Treatment of Sports-Related Concussions and Head Injuries 2431.4
A roll call indicated unanimous approval.

- B. APPROVE MEMORANDUM OF AGREEMENT** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the Memorandum of Agreement between the Berkeley Heights Board of Education and the Berkeley Heights Education Association Custodians, Maintenance and Transportation Unit for the period of July 1, 2019, through June 30, 2023, as shown on Attachment A, and authorize the development of the full contractual agreement.
A roll call indicated unanimous approval.

C. APPROVE SIDEBAR AGREEMENT WITH BERKELEY HEIGHTS EDUCATION ASSOCIATION FOR 2020-2021 It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the Sidebar Agreement between the Berkeley Heights Board of Education and the Berkeley Heights Education Association for the period of July 1, 2020, through June 30, 2021 (Attachment B).
A roll call indicated unanimous approval.

D. APPROVE SUBMISSION OF ESEA GRANT APPLICATION It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the submission of the Fiscal Year 2021 Elementary and Secondary Education Act (ESEA) grant application in the amount of \$40,036 to the New Jersey Department of Education, as follows:

Title I	\$ 488 (Refused; district not eligible for Title I funding in FY 2021.)
Title II	\$26,118
Title III	\$ 3,918
Title IV	\$10,000

Funds received through this grant will be used to cover the cost of professional development efforts for district staff members as well as supplies, materials, and programs to enhance emerging district initiatives.

A roll call indicated unanimous approval.

E. APPROVE SUBMISSION OF CARES ACT EMERGENCY RELIEF GRANT APPLICATION It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the submission of the Coronavirus Aid Relief and Economic Security Act 2020 (CARES Act) Emergency Relief Grant application in the amount of \$102,140 to the New Jersey Department of Education. Funds received through this grant will be used to purchase supplies and services to respond to the impact of the COVID-19 pandemic.
A roll call indicated unanimous approval.

F. APPROVE SUBMISSION OF STATEMENTS OF ASSURANCE FOR PROFESSIONAL DEVELOPMENT AND MENTORING It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the submission of Statements of Assurance to the New Jersey Department of Education for the District Professional Development Plan and District Mentoring Plan for the 2020-2021 school year.
A roll call indicated unanimous approval.

G. APPROVE SUBMISSION OF STATEMENT OF ASSURANCE FOR COMPREHENSIVE EQUITY PLAN It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the submission of the Statement of Assurance to the New Jersey Department of Education for the District Comprehensive Equity Plan for the 2020-2021 school year.
A roll call indicated unanimous approval.

- H. APPROVE REPORT OF SUPERINTENDENT** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the report of the Superintendent regarding all acts of harassment, intimidation, and bullying in the Berkeley Heights Public Schools from May 7, 2020, through June 11, 2020.
A roll call indicated unanimous approval.

EDUCATION

Items A-E: All Board members. Item F: Berkeley Heights only.

- A. APPROVE AGREEMENT WITH MUJC FOR USE OF LEARNING LABS** It was moved by Mr. Gioia and seconded by Mrs. Kirsch that the Board approve the Agreement with the Morris-Union Jointure Commission for students participating in the Governor Livingston High School Community-Based Instruction program to use the Learning Labs at the MUJC's Development Learning Center in Warren at the cost of \$39.00 per 90-minute lab session. Funding from the Individuals with Disabilities Education Act (IDEA) FY 2021 Basic Grant will cover the cost of this learning opportunity.
A roll call indicated unanimous approval.
- B. APPROVE AGREEMENT WITH MUJC FOR CONSULTATION WITH TRANSITION COORDINATOR** It was moved by Mr. Gioia and seconded by Mrs. Kirsch that the Board approve the Agreement with the Morris-Union Jointure Commission for the MUJC to provide Transition Coordinator consultation services to the Governor Livingston High School teaching staff during the 2020-2021 school year at the cost of \$100.00 per hour for up to 15 hours. Funding from the Individuals with Disabilities Education Act (IDEA) FY 2021 Basic Grant will cover the cost of these services.
A roll call indicated unanimous approval.
- C. APPROVE AGREEMENT WITH ALPINE LEARNING GROUP** It was moved by Mr. Gioia and seconded by Mrs. Kirsch that the Board approve the Agreement with Alpine Learning Group to provide behavioral consultation, support and training to Berkeley Heights student #1538045477 during the 2020-2021 school year at the cost of \$200.00 per hour for up to five (5) hours per month. Funding from the Individuals with Disabilities Education Act (IDEA) FY 2021 Basic Grant will cover the cost of these services.
A roll call indicated unanimous approval.

- D. APPROVE AGREEMENT WITH LANGUAGE CIRCLE ENTERPRISES** It was moved by Mr. Gioia and seconded by Mrs. Kirsch that the Board approve the Agreement with Language Circle Enterprises, Inc., to provide 15 hours of remote professional development during the 2020-2021 school year to Berkeley Heights Public Schools teachers who are engaged in the consultative model at Columbia Middle School and Governor Livingston High School, at the total cost of \$4,500.00. Funding from the Individuals with Disabilities Education Act (IDEA) FY 2021 Basic Grant will cover the cost of these services.
A roll call indicated unanimous approval.
- E. APPROVE AGREEMENT WITH NEXTMARK FOUNDATION**It was moved by Mr. Gioia and seconded by Mrs. Kirsch that the Board approve the Agreement with NextMark Foundation to provide three (3) one-hour remote professional development training sessions during the 2020-2021 school year to all Berkeley Heights Public Schools paraprofessionals at the total cost of \$1,500.00. Funding from the Individuals with Disabilities Education Act (IDEA) FY 2021 Basic Grant will cover the cost of these services.
A roll call indicated unanimous approval.
- F. APPROVE RENEWAL OF AGREEMENT WITH BAYADA NURSES, INC., FOR SUBSTITUTE TRANSPORTATION NURSING SERVICES** It was moved by Mr. Gioia and seconded by Mrs. Kirsch that the Board approve the renewal of the Agreement with Bayada Nurses, Inc., to provide substitute transportation nursing services, when needed, to Berkeley Heights student #7483388778 at the cost of \$60.00 per hour during the 2020-2021 school year. These services will be used only when the Bus Health Aide for this student, a district employee, is absent.
A roll call indicated unanimous approval.

PERSONNEL

Items A-O: All Board members. Item P: Berkeley Heights only.

- A. APPROVE SUCCESSFUL COMPLETION OF FINAL SUPERINTENDENT'S GOAL FOR 2019-2020** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the successful completion of the Final Superintendent's Goal for 2019-2020, and

BE IT RESOLVED, that the Berkeley Heights Board of Education has determined that one quantitative goal, as indicated on Attachment C, established for the 2019-2020 school year for Dr. Melissa Varley, Chief School Administrator, has been satisfied to date, and

BE IF FURTHER RESOLVED, that the Business Administrator/Board Secretary shall forward a certified copy of this resolution to the Union County Interim Executive Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1, and

BE IT FURTHER RESOLVED, that upon receipt of confirmation of satisfaction of the above goals from the Union County Interim Executive Superintendent of Schools, the applicable Merit Bonus provision of the Superintendent's contract shall be paid. A roll call indicated unanimous approval.

- B. APPROVE 2020-2021 EMPLOYMENT CONTRACT OF ASSISTANT SUPERINTENDENT** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the 2020-2021 fiscal year employment contract of Scott McKinney, Assistant Superintendent (Attachment D). A roll call indicated unanimous approval.

- C. APPROVE 2020-2021 EMPLOYMENT CONTRACT OF SCHOOL BUSINESS ADMINISTRATOR** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the 2020-2021 fiscal year employment contract of Donna Felezzola, School Business Administrator/Board Secretary (Attachment E). A roll call indicated unanimous approval.

- D. APPROVE 2020-2021 EMPLOYMENT AND SALARIES OF CENTRAL OFFICE PERSONNEL** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment and salaries of Central Office Personnel for the 2020-2021 fiscal year, as listed on Attachment F. A roll call indicated unanimous approval.

- E. APPROVE ADDITIONAL SUMMER CHILD STUDY TEAM EMPLOYMENT** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of the following additional Child Study Team staff members during the summer months of 2020, as listed below, for the purposes of completing student evaluations, conducting required meetings with parents/guardians, and providing other services as required by Individualized Education Plans (IEPs) of specific district students:

Child Study Team members (to be paid at the per-diem rate of her/his 2020-2021 annual salary, not to exceed the total number of days listed):

Ann Bird - 1 day
Ilene Gerstenfeld - 2 days
Paul Grant - 3 days
Toby Marcus - 1 day
Heather McGarry - 0.5 day
Melissa Mohr - 1 day
Brianna Palumbo - 2 days
Peter Sempepos - 0.5 day
Steve Siebelts - 1 day
Aida Swon - 1 day
Joanna Trainor - 1 day

Explanatory Note: The Board of Education had approved Child Study Team staff members for summer employment at its June 11, 2020, meeting; the staff members/employment time listed above is needed in order to address additional student needs.

A roll call indicated unanimous approval.

- F. APPROVE RE-EMPLOYMENT OF CHRISTINA ZAUN** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the re-employment of Christina Zaun for the 2020-2021 fiscal year in the following capacities:

District Data Analyst/Administrator at the compensation rate of \$347.00 per day for not more than 120 days.

District Anti-Bullying Coordinator at the compensation rate of \$510.00 per day for not more than 40 days.

A roll call indicated unanimous approval.

- G. APPROVE REVISED 2019-2020 SALARIES AND 2020-2021 EMPLOYMENT AND SALARIES OF CUSTODIANS AND MAINTENANCE STAFF** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the revised 2019-2020 salaries and the employment and salaries of Custodians and Central Maintenance staff members for the 2020-2021 fiscal year, as listed on Attachment G.

A roll call indicated unanimous approval.

- H. APPROVE REVISED 2019-2020 HOURLY PAY RATES AND 2020-2021 EMPLOYMENT AND HOURLY PAY RATES OF TRANSPORTATION STAFF** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the revised 2019-2020 salaries and the employment and hourly pay rates of Transportation staff members for the 2020-2021 fiscal year, as listed on Attachment H. A roll call indicated unanimous approval.
- I. APPROVE 2020-2021 EMPLOYMENT AND SALARIES OF CUSTODIAL SUPERVISORS** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment and salaries of Custodial Supervisors for the 2020-2021 fiscal year, as listed on Attachment I. A roll call indicated unanimous approval.
- J. APPROVE EMPLOYMENT OF PARAPROFESSIONALS FOR 2020-2021** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the 2020-2021 employment and compensation rates for the district Paraprofessionals listed on Attachment J. A roll call indicated unanimous approval.
- K. APPROVE SUMMER WEIGHT TRAINING PERSONNEL** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of the following district coaching staff members as supervisors in the Governor Livingston High School Summer Weight Training program for 2020, at a stipend of \$1,200.00 each: Daniel Guyton, Anthony Conzentino, Carmin Scuderi. A roll call indicated unanimous approval.
- L. APPROVE EXTRA-CURRICULAR ACTIVITIES** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve extra-curricular activities, staff members, assignments and stipends for the 2020-2021 school year, as listed below:

<u>Governor Livingston High School</u>		2020-2021
<u>Activity/Position</u>	<u>Instructor/Supervisor</u>	<u>Stipend</u>
Assistant Football Coach	Benjamin Collins	\$6,335.00
Assistant Football Coach	Joseph Riggi	\$8,300.00
Assistant Soccer Coach (Boys)	Andrew Helfrich	\$5,348.00
Band Director	Nicholas O’Sullivan	\$8,590.00
Assistant Band Director	Josef Ellis	\$5,690.00
Assistant Band Director	John Leister	Volunteer
Assistant Band Director	Michael Mirabella	Volunteer
Assistant Band Director	Robert O’Connor	Volunteer
Pipe Band Director	Benjamin Bolger	\$2,860.00
Color Guard Instructor (70%)	Jennifer Troxell	\$4,413.50
Color Guard Instructor (30%)	Emily McLaughlin	\$1,891.50
Head Basketball Coach (Girls)	Christopher Eckert	\$10,143.00
Assistant Basketball Coach (Girls)	Robert Ritter	\$7,098.00

L. APPROVE EXTRA-CURRICULAR ACTIVITIES (continued)

<u>Governor Livingston High School</u>		2020-2021
<u>Activity/Position</u>	<u>Instructor/Supervisor</u>	<u>Stipend</u>
Assistant Basketball Coach (Girls)	Zachary Worswick	\$6,322.00
Head Basketball Coach (Boys)	Christopher Loeffler	\$10,143.00
Assistant Basketball Coach (Boys)	Kevin Fontana	\$7,098.00
Assistant Basketball Coach (Boys)	Jason Mullman	\$7,098.00
Head Wrestling Coach	Richard Ortega	\$10,143.00
Assistant Wrestling Coach	Shane Haddad	\$6,826.00
Assistant Wrestling Coach	Daniel Hilt	\$7,098.00
Head Ice Hockey Coach	Michael Criscitello	\$10,143.00
Assistant Ice Hockey Coach	Ryan Daly	\$6,253.00
Head Indoor Track Coach	Daniel Guyton	\$9,207.00
Assistant Indoor Track Coach	Lisa Dhaibar	\$6,445.00
Assistant Indoor Track Coach	Dominick Mastroianni	\$6,445.00
Assistant Indoor Track Coach	Zakaria Rochdi	\$5,740.00
Assistant Indoor Track Coach	Beryl Roman	\$6,445.00
Assistant Indoor Track Coach	Carmin Scuderi	\$6,445.00
Head Fencing Coach	Michael Wang	\$8,582.00
Assistant Fencing Coach	Ellen Dahan	\$6,006.00
Assistant Fencing Coach	Anthony Barbera	Volunteer
Head Swimming Coach	David Closs	\$8,660.00
Assistant Swimming Coach	Vacant	
Cheerleading Coach (Winter)	Emily Stecher	\$5,363.00
Cheerleading Coach (Winter)	Alecia Collins	Volunteer
<u>Columbia Middle School</u>		2020-2021
<u>Activity/Position</u>	<u>Instructor/Supervisor</u>	<u>Stipend</u>
Basketball Coach (Girls)	Michael Roof	\$5,013.00
Basketball Coach (Boys)	Vincent Gulbin	\$5,013.00
Cheerleading Coach	Briana Figueiredo	\$2,242.00
Wrestling Coach	Vacant	

Note: The Berkeley Heights Board of Education specifically approves this resolution subject to and conditioned upon the following: In the event of continued and/or future closures and/or restrictions on **in-person** instruction and/or services due to the COVID-19 pandemic or any declared state of emergency or other public-health related emergency during the 2020-2021 school year, staff shall only be entitled to the compensation provided for in this Agreement based on actual work performed in an **in-person** capacity. Moreover, the Superintendent of Schools is authorized to immediately notify any appointed staff that his/her services are not required for the 2020-2021 academic year due to the operational restrictions noted above, and, if so notified, the staff member is not entitled to any financial remuneration for services not rendered and/or performed. A roll call indicated unanimous approval.

- M. APPROVE SEASONAL CUSTODIAN ASSISTANTS** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the following individuals as Seasonal Custodian Assistants for the 2020-2021 fiscal year, as the compensation rate of \$11.00 per hour: Gregory Biskaduros, Jack Ghannam, Brian Richards, Christopher Schaumberg.
A roll call indicated unanimous approval.
- N. APPROVE RE-EMPLOYMENT OF FACULTY TECHNICAL SUPPORT PERSON** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the re-employment of Debera Dwyer in the part-time position of Faculty Technical Support Person for the 2020-2021 fiscal year, for a maximum of 15 hours per week at the compensation rate of \$18.00 per hour.
A roll call indicated unanimous approval.
- O. APPROVE RE-EMPLOYMENT OF TREASURER OF SCHOOL FUNDS** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the re-employment of Harold Kessler as Treasurer of Schools Funds for the Berkeley Heights Public Schools for the 2020-2021 fiscal year at the annual salary of \$7,023.00.
A roll call indicated unanimous approval.
- P. APPROVE RE-EMPLOYMENT OF BUS HEALTH AIDE** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the re-employment of Violet Lewis to fulfill the health support needs of Berkeley Heights student #7483388778 while riding the bus to and from an out-of-district Special Education placement during the 2020-2021 school year for five (5) hours per day at the compensation rate of \$26.00 per hour.
A roll call indicated unanimous approval.

BUSINESS

Items A-I: All Board members; Item J: Berkeley Heights only.

- A. DISTRICT PRINTING** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the quote for district printing by Centurion Printing in the amount of \$13,662.50 for the 2020-2021 school year.
A roll call indicated unanimous approval.
- B. AWARD OF BIDS FOR 2020-2021 SCHOOL YEAR** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education authorize the award of the bids for school supplies for the 2020-2021 school year, obtained through the District's Ed-Data Bidding Cooperative on a unit price basis for a total amount of \$90,763.69.
A roll call indicated unanimous approval.

- C. AWARD CONTRACT FOR FIRE, SECURITY, ELEVATOR ALARM INSPECTIONS, MAINTENANCE AND REPAIRS** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education award a contract for Fire, Elevator Alarm Inspections, Maintenance and Repairs in the district to the apparent low bidder, Fire Control Electrical Systems, for fire alarm yearly inspections in the amount of \$6,930.00 per year and repairs at \$105.00 per hour and \$130.00 per premium hour.

Contractor	Alarm Inspection	Hourly Rate	Premium Hourly Rate
Fire Control Electrical Systems	\$6,930.00	\$105.00	\$130.00
A.C. Daughtry, Inc.	\$11,275.00	\$205.00	\$425.00/\$205.00
Sal Electric Co., Inc	\$22,000.00	\$120.00	\$190.00

Explanatory Note: Bids were opened on June 24, 2020 at 10:00 AM. A roll call indicated unanimous approval.

- D. APPROVE TRANSFER OF FUNDS TO CAPITAL RESERVE** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the following resolution:

WHEREAS, N.J.S.A. 18A:21-2 and N.J.S.A. 18A:7G-13 permit a Board of Education to establish and/or deposit into certain reserve accounts at the end of the year and,

WHEREAS, the aforementioned statutes authorize procedure, 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 Berkeley Heights Board of Education wishes to deposit anticipated excess current revenues and/or unexpended appropriations into a Capital Reserve account at year end, and

WHEREAS, the Berkeley Heights Board of Education would like to deposit an amount not to exceed \$700,000.00 into the Capital Reserve Account. The final amount of the transfer will be determined once the audit is completed and the final excess surplus amount is determined.

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

A roll call indicated unanimous approval.

E. AUTHORIZE LUNCH PRICES It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the 2020-2021 lunch price schedule as shown on Attachment K.

A roll call indicated unanimous approval.

F. APPROVE ADMINISTRATIVE PROGRAMS It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the use of Frontline Technologies Group, LLC. to provide the following administrative programs for the 2020-2021 school year:

Program	2020-2021 Fee
IEP Direct	\$14,513.03
Absence and Sub Subscription	\$11,890.80
Applicant Tracking	\$7,349.80
My Learning Plan	\$7,822.97
Total	\$41,576.60

A roll call indicated unanimous approval.

G. APPROVE INTERNET POLICY MANUAL SERVICES It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve renewal of services provided by MicroScribe/Folio© to regularly update the school board policy manual in electronic format for distribution via the internet at a cost of \$1,600.00.

A roll call indicated unanimous approval.

H. AUTHORIZE MANAGEMENT FEE PAYMENT It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the payment of the Food Management Fee to Pomptonian, Inc. for the time that schools were closed, at \$180 per day, not exceed \$11,000.00.

A roll call indicated unanimous approval.

I. APPROVE PROJECT GRADUATION CLASS PICNIC It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board approve the participation of students from the Governor Livingston High School Class of 2020 in Project Graduation, Class Picnic to be held from. on Tuesday, July 7, 2020, with a rain date of July 14, 2020, at Governor Livingston High School. This event is sponsored by the Governor Livingston Project Graduation Committee.

A roll call indicated unanimous approval.

J. SUPPORT SUBMISSION OF APPLICATION FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION SAFE STREETS TO TRANSIT GRANT It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education adopt this following resolution:

WHEREAS, the Township of Berkeley Heights is applying for funding to conduct sidewalk improvements along the school route for to the train station within Berkeley Heights; and

WHEREAS, the project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and safety for school children and residents; and

WHEREAS, maintenance of the facility, once constructed, will be assumed by the Township of Berkeley Heights, with the exception of (1) local ordinances that places maintenance responsibility with each individual property owner, and (2) those crosswalks on State or County Highways;

NOW, THEREFORE BE IT RESOLVED, by the Berkeley Heights Board of Education, that it hereby supports the submission of a grant application for the Safe Routes to Transit within the State of New Jersey Department of Transportation and authorizes the Mayor, Manager and the Municipal Clerk to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

A roll call indicated unanimous approval.

K. ACCEPT DONATION It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education accept an anonymous donation of materials to celebrate graduation at Governor Livingston High School on July 8, 2020.

A roll call indicated unanimous approval.

L. APPROVE PURCHASE OF DRY ERASE BOARDS It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the purchase of 3M Porcelain Dry Erase Boards from Southern Computer Warehouse, Inc. in the amount of \$8,209.39 for use in Columbia Middle School, to be purchased through Lease Purchase Agreement.

A roll call indicated unanimous approval.

FINANCE

Item A: All Board members. Items B-D: Berkeley Heights only.

- A. **PAYMENT OF BILLS** It was moved by Ms. Reilly and seconded by Mr. D’Aquila that the Board of Education approve for payment the bills as listed on the bill lists as follows:

Payroll	6/15/2020	\$2,146,118.25
	6/18/2020	1,805,899.20
Accounts Payable	6/17/2020	\$ 22,306.89
	6/24/2020	43,230.95
	6/30/2020	402,407.85
Total		\$4,419,963.14

A roll call indicated unanimous approval.

- B. **APPROVAL OF BOARD SECRETARY’S REPORT** It was moved by Ms. Reilly and seconded by Mr. D’Aquila that the Board of Education, pursuant to N.J.A.C. 6A:23A-2.3, certifies that as of May 2020 after review of the Board Secretary’s monthly financial report (appropriations section) and upon consultation with appropriate district officials, to the best of our knowledge no major account or fund has been over expended in violation of N.J.A.C. 6A:23A-2.3, and sufficient funds are available to meet the district’s financial obligations for the remainder of the year.

A roll call indicated unanimous approval.

- C. **APPROVAL OF TRANSFERS** It was moved by Ms. Reilly and seconded by Mr. D’Aquila that the Board of Education authorize transfers for May 2020.

A roll call indicated unanimous approval.

- D. **APPROVAL OF TREASURER'S REPORT** It was moved by Ms. Reilly and seconded by Mr. D’Aquila that the Board of Education accept the financial reports of the Board Secretary, the Treasurer of School Funds Report for the month ending May 2020.

A roll call indicated unanimous approval.

OTHER BUSINESS

Mr. Gioia commented that he was impressed with the comments from the public. They gave great solutions and ideas to work with, and he thanked them for their input.

ADJOURNMENT

It was moved by Mr. Cassano and seconded by Mr. D'Aquila that the meeting be adjourned. Motion carried.

The meeting was adjourned at 8:04 PM.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donna A. Felezzola". The signature is written in a cursive, flowing style.

Donna A. Felezzola
Business Administrator/Board Secretary

**BERKELEY HEIGHTS BOARD OF EDUCATION
COMBINED CONFERENCE AND REGULAR MEETING
MINUTES
JUNE 29, 2016**

CALL TO ORDER

The Combined Conference and Regular Meeting of the Berkeley Heights Board of Education was called to order on Wednesday, June 29, 2016 at 7:00 PM in the Columbia Middle School Vocal Music Room by the Board President, Mr. Reinstein.

ROLL CALL

A roll call indicated the presence of the following members:

Ms. Reilly, Mr. Cassano, Mr. Sincaglia, Mr. Smalley, Mrs. Kirsch, Mrs. Parker (7:20 PM), Mr. Reinstein. Also present was Mrs. Rattner, Mr. McKinney and Mrs. Felezzola. Dr. Crisonino was absent.

STATEMENT

On May 19, 2016, this body by resolution adopted the schedule for this meeting. The time, date and location of this meeting were accurately set forth therein.

On May 24, 2016, this notice was provided to all schools, all PTO Presidents, the BHEA President and posted at the Administration Building. On the same date a copy was emailed to the Public Library, The Alternative Press of Berkeley Heights, the Courier News and filed with the Municipal Clerk to file and post at Town Hall. The meetings will also be announced on the District Sign at Columbia School.

ADJOURN TO EXECUTIVE SESSION

WHEREAS, the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.) expressly provide that a public body may move into Executive Session and exclude the public from that portion of a meeting at which the public body discusses any of the nine areas set forth in N.J.S.A.10:4-12b; and

WHEREAS, the Berkeley Heights Board of Education has determined it necessary to move into Executive Session to discuss the following subjects, all of which are included in the aforesaid exceptions: Personnel – Substitute/Supplemental Personnel for 2015-2016 and 2016-2017, Re-Employment of Data Analyst, Re-Employment of District Substitute Caller, Re-Employment of Treasurer of School Funds, Employment and Salaries of District Administrators, Employment and Salaries of Central Office Personnel, Employment and Salaries of Custodial Supervisors, Employment and Salaries of Custodians and Maintenance Staff, Employment and Hourly Pay Rates for Transportation Staff, Employment of Summer Technology Assistants, Summer School Employment, Extra-Curricular Activities, Employment of Paraprofessionals, Resignations, Maternity Leave and Child Care Leave Requests, Appointments, Re-Employment of Non-Tenured Teachers, Employment of Seasonal Custodians, Employment of Transportation Personnel, Re-Assignment of Custodians, Request for Leave of Absence Extension, Retirement,

ADJOURN TO EXECUTIVE SESSION (continued)

Re-Assignment of Teaching Staff, Revised Employment Contracts and Annual Salaries, Salary Adjustment for Professional Growth, Revised 2016-2017 Salary Figures, Assignment of Title I Salaries, Summer 2016 Health Services Employment, Payment of Stipends to Paraprofessionals; Legal Update – Mountainside, Cell Tower, Personnel Matter; Negotiations; Student Matters; Mountainside Update; Superintendent’s Evaluation.

NOW THEREFORE BE IT RESOLVED by the Berkeley Heights Board of Education that it does hereby move into Executive Session pursuant to N.J.S.A.10:4-12b to discuss the aforesaid matters; and

IT IS FURTHER RESOLVED that the aforesaid discussions shall be made public either at the Public Meeting following said Executive Session or at such time as any litigated or personnel matters are concluded; or upon conclusion of any negotiations or related discussions; or as otherwise specified; and

IT IS FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

RETURN TO PUBLIC SESSION

It was moved by Mr. Sincaglia and seconded by Mr. Cassano that the Board of Education return to Public Session. Motion carried.

FLAG SALUTE

Mr. Reinstein led the Board and the public in the Pledge of Allegiance.

APPROVAL OF MINUTES

It was moved by Mrs. Kirsch and seconded by Mr. Sincaglia that the Board of Education approve the minutes of the Combined Conference and Regular Meeting held June 2, 2016, and the revised minutes from the April 28, 2016, Regular Meeting and Public Meeting to Adopt Budget. Motion carried.

CORRESPONDENCE

The correspondence as listed on the agenda had been provided to the Board for their review and information:

- Letters from Highlander Booster Club, Berkeley Heights PAL and Highlander Football Club RE: Donation to pay for night football game.
- Letter from Mrs. Kris Porzio RE: Thank you.
- Letter from Mrs. Linda Carella RE: Thank you.
- Letter from Mrs. Donna Marcy RE: Thank you.

ADOPTION OF POLICIES, CURRICULUM GUIDES AND TEXTBOOKS

- A. It was moved by Mrs. Kirsch and seconded by Mr. Cassano that the Board of Education adopt the existing policies and bylaws as noted in the official policy book as maintained in the Superintendent’s Office for the 2016-2017 school year.
A roll call indicated unanimous approval.

- B. It was moved by Mrs. Kirsch and seconded by Mr. Cassano that the Board of Education adopt all existing programs and curriculum guides for the Berkeley Heights Public Schools for the 2016-2017 school year, as shown on Attachment 1 and as maintained in the Superintendent's Office.
A roll call indicated unanimous approval.
- C. It was moved by Mrs. Kirsch and seconded by Mr. Cassano that the Board of Education adopt the textbooks as noted on the official textbook listing for the Berkeley Heights Public Schools, as maintained in the Superintendent's Office, for the 2016-2017 school year.
A roll call indicated unanimous approval.

REPORT OF THE SUPERINTENDENT

-Student Achievement Data

Mr. McKinney gave an overview of the student achievement data. He introduced Mr. Nixon and Mr. Geiger to present the Data Dashboard for their respective school. Also present were Mrs. Scott, Mr. Finley and Mr. Ziobro, department supervisors.

Mr. Geiger presented the information on Columbia Middle School. Nineteen other schools are used in the Data Dashboard. Ninety-seven percent of the students participated in the testing. CMS scores were in the top third in 3 out of the 13 categories, including Geometry and Science 8 Passing and Advanced Proficiency. English/LA and Math for 6th, 7th and 8th grade showed areas for improvement. Mrs. Scott explained the impact of participation in PARCC and how this affects the scores. We have researched how to improve English test scores, by seeing what other schools are doing, and analyzed test scores. Moving forward, reading instruction will be stressed, and there will be an emphasis on reading informational text. Pacing of the curriculum for Math throughout the year will be emphasized. Some CMS students are taking Algebra 1 and Geometry at the middle school level, as opposed to in high school, more so than other schools on the dashboard. The science tests continue to evolve. Sports and extracurricular participation has increased.

Mr. Nixon presented for Governor Livingston High School. Ninety-seven percent of the students participated in the testing. GLHS scored in the top third in 5 out of the 12 categories, including English/LA for 9th, 10th and 11th grade, AP scores 3 or above and post-secondary information. Algebra, Geometry and Biology showed areas for improvement. Coordination with social studies classes will have a larger focus on non-fiction to help with the English scores. Math tests are administered by subject; the Geometry and Algebra 2 tests are very new tests. All 9th grade students took the Biology test. Students were not successful in writing. Next generation science standards will emphasize scientific writing. SAT participation rates were ninety-two percent, as many students are now taking the ACT instead. The SAT test prep class offered at GLHS will be revised. PSAT testing has been implemented for all students. An SAT boot camp will be offered. AP scores continue to improve, but we are proud of the results. More AP classes are being added. Sports and extracurricular participation has increased.

REPORT OF THE SUPERINTENDENT (continued)

Mrs. Parker asked if the number of students taking AP tests has increased. Mr. McKinney replied that we will have results soon and will be able to analyze impact of test participation rates.

Mr. Cassano asked for clarification of AP scores. Mrs. McKinney answered that they are a percentage of the 11th and 12th grades.

Ms. Reilly said this is fantastic information. Considering the rise of ACT tests, would we add to the dashboard? Mr. McKinney said that we have information for our students, but not for other schools. He will include it in future presentations.

Mr. Dmitry Agafonov, Ford Place, Murray Hill, asked about the sorting criteria of AP tests. Mr. McKinney answered that it reflects performance. Mr. Agafonov asked about the comparison of our schools to other schools and our results by year. Mr. McKinney answered that most of this information is included in the September presentation and is available on our website.

A resident from Riverbend Road asked why participation rates for SAT are lower. Mr. McKinney replied that students may be counseled to take specific tests. Our philosophy is that each test is an opportunity.

Mr. Xinyang Shen, McMane Avenue, asked what the plan is to improve SAT scores and what a realistic expectation is. Mr. McKinney replied that the target is to be in the top third of schools in the data dashboard. Mr. Nixon added that this is based on old SAT tests; the new SAT test results will be different.

Mrs. Sue Johnson, Chestnut Hill Drive, Murray Hill, commented that last year many students took the “old” SAT and ACT rather than the “new” tests. Mr. McKinney added that it will be a transition year, and we will have to look at the results differently.

Ms. Reilly suggested students may be counseled out of the new SAT and told to take the ACT.

Mrs. Rattner added that the Department of Education is looking at school performance reports. There is a link to the DOE survey on our website.

The group discussed where ACT tests are given.

Mr. Reinstein thanked the administrators for the presentation. This is the third student achievement presentation and the result of many discussions. We are presenting more analysis each time—context vs. content. Student achievement is not only test scores; we are concerned about every student’s achievement.

REPORT OF THE SUPERINTENDENT (continued)

-Strategic Plan

Ms. Reilly was introduced by Mr. Reinstein. Ms. Reilly has a passion for looking at where our district is going and strategic planning.

Ms. Reilly stated that we now have a solid foundation to identify where we are and where we want to be in five years. We know that everything is changing, and we want to change and be aspirational; we want to be in the top third of the data dashboard.

Mrs. Rattner added there are five over-arching goals and 33 corresponding initiatives. We have developed a substantive road map; there is no one silver bullet, we have developed a comprehensive plan.

The plan is a fluid document; therefore timeframes may have to move. There will be a focus on transition levels-at grades 3, 6 and 9, as well as graduation requirements.

Mrs. Rattner thanked the administrative team and strategic planning committee.

Ms. Reilly added that the plan is good because it is bottoms up plan. The plan is fluid and will change as appropriate.

Mr. Agafonov asked about the technology sub-goal with a target date of December 2016.

Ms. Reilly responded that the Board of Education has a technology committee that meets three times a year.

Mrs. Rattner added that we are ahead of the game. The high school has a 1-1 iPad initiative and we have implemented Google classroom. Things are already in place.

Mr. Agafonov asked about the current state of technology.

Mr. McKinney replied that the technology presentation is available on our website.

Mr. Agafonov indicated that he would like to provide input.

Mrs. Rattner invited him to contact her office.

Mr. Russ Hovland, 147 Countryside Drive, Summit, asked about the time frames for 2017-2018 and the five year plan.

Mrs. Rattner replied that we are focused more on the immediate goals and will then re-assess and develop new goals.

REPORT OF THE SUPERINTENDENT (continued)

Mr. Hovland commented that metrics should be separate from tactics. Do we have quantitative metrics?

Mrs. Rattner replied that we need to do additional research to develop metrics.

Mr. Hovland asked how this will be communicated to the organization.

Mrs. Rattner replied that the board and district have great teams that will work on the message.

Mrs. Johnson stated that she appreciates the work that has been put into this. She is concerned with the focus on STEM, not all students are STEM students; we don't want to lose breadth of our program.

Mrs. Rattner responded that there is a comprehensive program now and this will continue STEM career choices are currently low; we will continue with humanities.

Ms. Reilly added that we can't look at these as individual items; we want to improve what we need to. It won't take away from where we are doing well.

Mr. James Bong, Highland Circle, asked who evaluates teachers.

Mrs. Rattner explained the evaluation system. If parents have a specific concern about a teacher, it should be addressed with the principal. The principal can then look into it and address.

Mrs. Rattner indicated that teachers are evaluated by administrators who observe the teachers.

Mrs. Kirsch added that different administrators observe and evaluate the teachers.

Ms. Xin Dai, Hillcrest Drive, commented that young teachers have more passion. Is it last in first out?

Mrs. Rattner explained tenure and the reduction in force process.

Mr. Cassano thanked the public for their comments.

Mrs. Rattner reported on the wonderful awards presentations and commencement ceremonies.

Summer school and extended school year is being held at Hughes.

Mrs. Rattner met with the class of 2017 regarding open campus. The students will be at the September 1 meeting to present their proposal to the Board.

It was motioned by Mr. Cassano and seconded by Ms. Reilly to accept the Superintendent's Report. Motion Carried.

LIAISON REPORTS

Mr. Cassano reported that Mountainside and Berkeley Heights have come to an agreement on a send/receive agreement.

Mr. Sincaglia reported that interviews for new auditors have taken place. The recommended firm is a quality firm.

FACILITIES REPORT

Mrs. Felezzola gave a project update and stated that things are off to a great start.

The contractor began work on the boilers last week. Old boilers are being demolished and the plumbers have begun piping for the new boiler

The roofers began work last week at Columbia Middle School. Roof drains replacement is nearly completed and the insulation and installation of the B Wing roof is scheduled to be completed by Friday. Gym roof replacement will begin on Tuesday.

Toilet upgrades have started; SLS began the demolition of the bathrooms at MKM and CMS last week. Plumbing roughing inspections are scheduled for Friday. Salazar will begin demo on GL on Tuesday.

All equipment has been ordered for exhaust fan replacement at CMS and work will begin later in July in coordination with the roof replacement project.

PRELIMINARY CITIZENS HEARING

Mrs. Waznis, spoke on behalf of her grandson, who has unique issues, and is now at The Children's Institute. There is litigation regarding his placement. He is low functioning. The board has a legal responsibility to provide a free and appropriate education. He cannot control himself and his emotions, and will never be typical. He should be able to stay at TCI.

Mr. Reinstein thanked her, and is aware of her grandson.

Mr. Agafonov spoke regarding the cell tower, and the petition against the cell tower. He handed Mr. Reinstein a cop of the petition with signatures and comments and a letter from a physician regarding health concerns.

Mr. Hovland asked about the variance petition. The issue was for predictable and efficient reliable communication at GLHS. What alternative solutions were looked at and what other locations were looked at.

Mr. Reinstein replied that he is not a telecommunications expert. Other alternatives have been investigated. We want to improve communications on the entire campus. We identified a portion of land that would not be used for 25 years.

A resident from Sawmill Drive commented that the board never considered other locations.

Mr. Reinstein stated we just looked at our property.

Mrs. Cindy Goldberg, Hillside Avenue, is most concerned with the location. Did the board vote unanimously?

Mr. Reinstein answered that the Board of Education voted to approve the cell tower lease; only the Board of Education can approve.

Mrs. Goldberg asked if there were objections to the proposal.

Mr. Reinstein answered there were no objections.

A resident from Crest Drive, Murray Hill, lives in the area of the high school and just heard about the cell tower. It will have an impact on the neighborhood and residents.

Mr. Reinstein replied that residents within 200 feet of the cell tower were notified and explained where the cell tower would be.

Mr. Reinstein stated that the cell tower has been discussed at multiple meetings.

Mrs. Marci Ryvicker, Grandview Avenue, stated that students wrote petitions.

Mr. Reinstein said he would accept those petitions.

Mr. Agafonov commented that the tower is controversial. Then dangers of radiation may affect property values in Berkeley Heights. People are worried. Can the location be changed?

Mr. Reinstein understands the concerns.

Mr. Agafonov continued that Verizon can prove there are no health issues. What about new buyers? Long term it may hurt the district.

A resident on Riverbend Road, asked if there was a policy for objections by students and parents to change the vote.

Mr. Reinstein stated he is not aware of a policy. He is influenced and has heard public comments, but there is no policy to change the vote. He hears every comment and listens to every comments and takes them under advisement.

Mr. Reinstein added that the board is not planning to re-vote on the cell tower.

Mr. Hovland asked, in terms of families in the area being notified, when the notifications were sent.

Mr. Reinstein reiterated that the board has heard their comments.

Mr. Jim Kirtland, Cornell Ave., stated he was a Berkeley Heights board member for 18 years. He is leaving Berkeley Heights. He thanked everyone for their service and presented Helen Kirsch a "VOTE YES" sign from the "De-regionalization Campaign."

ADMINISTRATION

Items A-G: All Board members. Item H-I: Berkeley Heights only.

- A. AUTHORIZE SUPERINTENDENT OF SCHOOLS** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch the Superintendent of Schools that the Board of Education authorize Judith A. Rattner, Superintendent of Schools, to appoint and offer employment contracts to those candidates who are chosen to fill vacancies that must be staffed prior to the 2016-2017 school year. It is also recommended that the Board authorize Judith A. Rattner to enter into contracted services agreements on behalf of the school district if such action is needed prior to the beginning of the 2016-2017 school year. The Board of Education will be asked to confirm these personnel appointments and contracted services agreements during its Combined Conference and Regular Meeting on September 1, 2016. A roll call indicated unanimous approval.
- B. APPROVE PROFESSIONAL DEVELOPMENT DAYS/TRAVEL REIMBURSEMENT** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board approve professional development days and travel reimbursement for district staff members, as indicated on Attachment A. A roll call indicated unanimous approval.
- C. APPROVE FALL 2016 ATHLETICS SCHEDULE** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board approve the Fall 2016 schedule for all interscholastic athletics teams representing Governor Livingston High School and Columbia Middle School, a copy of which is on file with the Superintendent. A roll call indicated unanimous approval.

- D. ESTABLISH PAY RATES FOR 2016-2017** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board approve the following pay rates for the 2016-2017 fiscal/school year, effective July 1, 2016:

Substitute Teachers:	\$100.00 per full day \$ 50.00 per half day
Substitute School Nurses:	\$175.00 per full day \$ 87.50 per half day
Substitute Secretaries:	\$13.50 per hour
Substitute Paraprofessionals:	\$14.00 per hour
Substitute Lunchroom/Playground Teacher Aides:	\$11.25 per hour
Substitute Sign Language Interpreters:	\$30.00 per hour
Substitute Custodians:	\$17.25 per hour
Instructional Review Teachers:	\$38.00 per hour
HELP Teachers:	\$25.00 per hour
Home/Individual Instructors	\$44.00 per hour

Explanatory Note: The hourly rates for all substitutes are unchanged from the 2015-2016 fiscal/school year. The rates for the Instructional Review Teachers, HELP Teachers and Home/Individual Instructors are being increased due to added responsibilities assigned to staff members who are employed in these roles.

A roll call indicated unanimous approval.

- E. APPROVE REPORT OF SUPERINTENDENT** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board approve the report of the Superintendent regarding all acts of harassment, intimidation and bullying in the Berkeley Heights Public Schools that were reported during the period of May 19, 2016, through June 2, 2016. A roll call indicated unanimous approval.

- F. APPROVE MULTI-YEAR COMPREHENSIVE EQUITY PLAN CORRECTIVE ACTIONS** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board approve the Multi-Year Comprehensive Equity Plan for 2016-2017 through 2018-2019 Corrective Actions for the Berkeley Heights Public Schools, and that the Board authorize submission of the Comprehensive Equity Plan Corrective Actions to the New Jersey Department of Education. A roll call indicated unanimous approval.

- G. APPROVE STRATEGIC PLAN** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board approve the Berkeley Heights Public Schools Five-Year Strategic Plan “Good to Great” for the years 2016-2021, as presented to the Board of Education. A roll call indicated unanimous approval.

- H. POLICIES/REGULATIONS** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board approve the following revised policies after this second reading:

Affirmative Action Program for Employment and Contract Practices/Employment Practices Plan 1550
Guidance Counseling 2411
Programs for Pregnant Pupils 2416
Equal Educational Opportunity 5750
Marital Status and Pregnancy 5752
Equality in Educational Programs and Services 5755

It is also recommended by the Superintendent of Schools that the Board introduce for study and first reading of the following new policy:

Administration of Medical Marijuana 5330.01

A roll call indicated unanimous approval.

- I. SUPERINTENDENT'S GOALS** It was moved by Mr. Sincaglia and seconded by Mrs. Kirsch that the Board of Education approve the successful completion of the Superintendent's Goals, and

BE IT RESOLVED, that the Berkeley Heights Board of Education has determined that two qualitative goals indicated on Attachment A-2 established for the 2015-2016 school year, for Judith A. Rattner, Chief School Administrator, have been satisfied to date, and

BE IT FURTHER RESOLVED, that the Business Administrator/Board Secretary shall forward a certified copy of this resolution to the Union County Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1; and

BE IT FURTHER RESOLVED, that upon receipt of confirmation of satisfaction of the above goals from the Union County Superintendent of Schools, the applicable Merit Bonus provisions of the Superintendent's contract shall be paid.

A roll call indicated unanimous approval.

EDUCATION

Items A-C: All Board members. Item D: Berkeley Heights only.

- A. APPROVE STUDENT FIELD TRIPS** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve participation of district students and staff members in educational field trips as listed on revised Attachment B.
A roll call indicated unanimous approval.

- B. APPROVE SPECIAL EDUCATION PLACEMENTS FOR 2016-2017** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the Special Education out-of-district placements for the 2016-2017 school year listed on Attachment C, plus transportation where applicable, as recommended by Michele Gardner, District Director of Special Services, and the District’s Child Study Team.
A roll call indicated unanimous approval.
- C. APPROVE ENROLLMENT OF OUT-OF-DISTRICT SPECIAL EDUCATION STUDENTS IN THE BERKELEY HEIGHTS PUBLIC SCHOOLS FOR 2016-2017**
It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the enrollment of the out-of-district Special Education students listed on Attachment D in the Berkeley Heights Public Schools for the 2016-2017 school year, on a tuition basis, as recommended by Mr. Kevin Morra, District Supervisor of Special Education, and Michele Gardner, District Director of Special Services.
A roll call indicated unanimous approval.
- D. APPROVE PROVIDER OF BEHAVIOR CONSULTING SERVICES** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve SKC Learning, LLC, to provide behavior analytic consultation services to three Applied Behavior Analysis (ABA) classes during the 2016 Berkeley Heights Special Education Extended School Year Program. These services would cost \$80.00 per hour for a maximum of 36 hours at a cost not to exceed \$2,880.00.
A roll call indicated unanimous approval.

PERSONNEL

Items A-W: All Board members. Items X-OO: Berkeley Heights only.

- A. APPROVE SUBSTITUTE/SUPPLEMENTAL PERSONNEL FOR 2015-2016** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the substitute/supplemental personnel listed below for the 2015-2016 school year:

<u>Teacher</u>	<u>Home Instructor</u>
Provence, Susan	Mohr, Melissa
Morris Township, NJ	Elizabeth, NJ
(Long-Term Substitute Teacher	
@ \$356.62 per day, effective	
June 7, 2016, through June 21, 2016)	

A roll call indicated unanimous approval.

- B. APPROVE SUBSTITUTE/SUPPLEMENTAL PERSONNEL FOR 2016-** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the substitute/supplemental personnel listed on Attachment E for the 2016-2017 fiscal/school year.
A roll call indicated unanimous approval.

- C. APPROVE RE-EMPLOYMENT OF DATA ANALYST/ADMINISTRATOR** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-employment of Christina Zaun as Data Analyst/Administrator in the Berkeley Heights Public Schools for the 2016-2017 fiscal year, at the compensation rate of \$325.00 per day, for not more than 120 days during the 2016-2017 fiscal year.
A roll call indicated unanimous approval.
- D. APPROVE RE-EMPLOYMENT OF DISTRICT SUBSTITUTE CALLER** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-employment of Erica Elmi as District Substitute Caller for the 2016-2017 fiscal year at the annual compensation rate of \$9,100.00.
A roll call indicated unanimous approval.
- E. APPROVE RE-EMPLOYMENT OF TREASURER OF SCHOOL FUNDS** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-employment of Harold Kessler as Treasurer of School Funds for the Berkeley Heights Public Schools for the 2016-2017 fiscal year at the annual compensation rate of \$6,700.00.
A roll call indicated unanimous approval.
- F. APPROVE EMPLOYMENT AND SALARIES OF DISTRICT ADMINISTRATORS** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of the district administrators listed on Attachment F for the 2016-2017 fiscal year. (Salary figures are based on 2015-2016 salaries; actual salary figures for 2016-2017 will be recommended for approval when a new negotiated Agreement between the Board of Education and Berkeley Heights Administrators Association is finalized and new salaries are established.)
A roll call indicated unanimous approval.
- G. APPROVE EMPLOYMENT AND SALARIES OF CENTRAL OFFICE PERSONNEL** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of the district's Central Office personnel, as listed on Attachment G. (Salary figures are based on 2015-2016 salaries; actual salary figures for 2016-2017 will be recommended for approval at a later date.)
A roll call indicated unanimous approval.
- H. APPROVE EMPLOYMENT AND SALARIES OF CUSTODIAL SUPERVISORS FOR 2016-2017** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of the Custodial Supervisors listed on Attachment H for the 2016-2017 fiscal year. (Salary figures are based on 2014-2015 guide steps and salaries. Actual guide steps and salary figures for 2016-2017 will be recommended for approval when a new negotiated Agreement between the Board of Education and Custodial Supervisors is finalized and new salary guides are established).
A roll call indicated unanimous approval.

- I. APPROVE EMPLOYMENT AND SALARIES OF CUSTODIANS AND MAINTENANCE STAFF** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of the Custodians and Maintenance staff members listed on Attachment I for the 2016-2017 fiscal year.

(Salary figures are based on 2015-2016 guide steps and salaries. Actual guide steps and salary figures for 2016-2017 will be recommended for approval when a new negotiated Agreement between the Board of Education and the Berkeley Heights Education Association Custodial/Maintenance/Transportation Unit is finalized and new salary guides are established.)

A roll call indicated unanimous approval.

- J. APPROVE EMPLOYMENT AND HOURLY PAY RATES FOR TRANSPORTATION STAFF** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and hourly pay rates of the Transportation staff members listed on revised Attachment J for the 2016-2017 fiscal year. (Salary figures are based on 2015-2016 guide steps and salaries. Actual guide steps and salary figures for 2016-2017 will be recommended for approval when a new negotiated Agreement between the Board of Education and the Berkeley Heights Education Association Custodial/Maintenance/ Transportation Unit is finalized and new salary guides are established.)

A roll call indicated unanimous approval.

- K. APPROVE EMPLOYMENT OF SUMMER TECHNOLOGY ASSISTANTS** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the following Summer Technology Assistants, as indicated:

<u>Name</u>	<u>Employment Dates</u>	<u>Pay Rate</u>
Sama Manchanda	6/30/2016-8/26/2016	\$8.50 per hour
Louis Pitingolo	6/30/2016-8/26/2016	\$8.50 per hour

A roll call indicated unanimous approval.

- L. APPROVE SUMMER SCHOOL EMPLOYMENT** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the following individuals in the 2016 Berkeley Heights Remedial Summer School Program and Summer Special Education Extended School Year Program, as indicated:

<u>Teachers @ \$35.00 per hour</u>	
<u>Name</u>	<u>Maximum Hours of Employment</u>
Rebecca Siebelts	48
Jennifer Speth	48

<u>Substitute Personnel</u>		
<u>(Teachers @ \$35.00 per hour;</u>		
<u>Paraprofessionals @ \$17.00 per hour)</u>		
Britney Bohling	Patricia Parmett	Elissa Marks
Rosemary Dean	Rebecca Siebelts	Janice Jayne
Elizabeth Kane	Jennifer Speth	
Tracey Lowenstein		

A roll call indicated unanimous approval.

- M. APPROVE EXTRA-CURRICULAR ACTIVITIES FOR 2016-2017** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve extra-curricular activities, staff members, assignments and stipends for the 2016-2017 school year, as listed below:

<u>Governor Livingston High School</u>		<u>2016-2017</u>
<u>Activity/Position</u>	<u>Instructor/Supervisor</u>	<u>Stipend</u>
Band Director	Nicholas O’Sullivan	\$8,297.00
Assistant Band Director	Raymond Troxell	\$5,495.00
Assistant Band Director	Michael Mirabella	Volunteer
Assistant Band Director	Christopher Colaneri	Volunteer
Assistant Band Director	Josef Ellis	Volunteer
Assistant Band Director	Joseph Fontana	Volunteer
Assistant Band Director	Joseph Landry	Volunteer
Pipe Band Director	Benjamin Bolger	\$2,763.00
Color Guard Instructor	Joseph Miceli	\$6,090.00
Color Guard Assistant	Nancina Bucci	Volunteer
Head Wrestling Coach	Richard Ortega	\$9,797.00
Head Basketball Coach (Girls)	Vincent Gulbin	\$9,797.00
Head Basketball Coach (Boys)	Christopher Loeffler	\$9,797.00
Head Ice Hockey Coach	Matthew Anderson	\$9,797.00
Head Indoor Track Coach	Daniel Guyton	\$8,893.00
Head Fencing Coach	Michael Wang	\$7,971.00
Head Swimming Coach	David Closs	\$8,364.00
Cheerleader Coach (Winter)	Lisa Bussiculo	\$4,612.00

N. APPROVE EMPLOYMENT OF PARAPROFESSIONALS FOR 2016-2017 It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the following Paraprofessionals for the 2016-2017 school year, as indicated:

<u>Name</u>	<u>School</u>	<u>Hourly Pay Rate</u>	<u>Hours Per Day</u>	<u>Annualized Salary</u>
Appolonia, Catherine	MKM	\$14.97	6.75	\$18,491.69
Bassillo, Lisa	Columbia	\$23.30	8.0	\$34,111.20
Bendush, Lena	GLHS	\$14.97	7.0	\$19,176.57
Birriteri, Lisa	Columbia	\$14.97	7.0	\$19,176.57
Biskaduros, Ellen	MKM	\$16.31	7.0	\$20,893.11
Brecher, Shari	Woodruff	\$15.67	5.0	\$14,338.05
Brown, Karin	Hughes	\$14.97	6.75	\$18,491.69
Cieslinski, Donna	Columbia	\$14.97	6.75	\$18,491.69
Colligan, Regina	Columbia	\$21.01	7.0	\$26,913.81
Corsentino, Michelle	Woodruff	\$14.97	6.75	\$18,491.69
Davey, Janet	MKM	\$15.37	6.75	\$19,985.79
DeFranco, Daniela	Columbia	\$14.97	6.75	\$18,491.69
DePaola, Tereza	Columbia	\$24.10	6.75	\$29,769.53
Egan, Catherine	MKM	\$20.43	5.2	\$19,441.19
Elmi, Erica	GLHS	\$18.26	7.0	\$23,391.06
Ferragamo, Judith	Mt. Park	\$19.75	6.75	\$24,396.19
Friedenberg, Gail	Columbia	\$15.99	7.0	\$20,483.19
Gonnella, Ashley	GLHS	\$15.67	7.0	\$20,073.27
Guma, Wendy	GLHS	\$14.97	7.0	\$19,176.57
Gutch, Roberta	Columbia	\$15.67	8.0	\$22,940.88
Haber, Patricia	Hughes	\$24.10	6.75	\$29,769.53
Hickman, Anna	GLHS	\$15.67	7.0	\$20,073.27
Iannone, Christine	Columbia	\$21.01	6.75	\$25,952.60
Jablonski, Amy	Mt. Park	\$14.60	6.75	\$18,034.65
Jayne, Janice	Columbia	\$14.60	7.0	\$18,702.60
Jensen, Jodi	Woodruff	\$14.97	6.75	\$18,491.69
Kania, Michelle	Woodruff	\$15.37	6.75	\$18,985.79
Kennedy, Corrie	GLHS	\$14.97	7.0	\$19,176.57
Kenny, Jeannine	MKM	\$16.31	7.0	\$20,893.11
LaMaita, Susan	MKM	\$16.97	6.75	\$20,962.19
Lepre, Jill	MKM	\$14.60	6.75	\$18,034.65
Lovit, Sharon	MKM	\$14.97	5.2	\$14,245.45
Lowenstein, Tracey	Woodruff	\$20.43	6.75	\$25,236.16
Lyness, Mary Grace	GLHS	\$14.97	7.0	\$19,176.57
Malhosky, Kathleen	Woodruff	\$22.49	6.75	\$27,780.77
Manganiello, Colleen	Hughes	\$22.49	6.75	\$27,780.77
Marcazzo, Stefani	Mtn. Park	\$14.97	7.0	\$19,176.57
Marchelitis, Laura	Columbia	\$14.97	7.0	\$19,176.57
Marszalek, Melissa	MKM	\$14.97	5.0	\$13,697.55

**N. APPROVE EMPLOYMENT OF PARAPROFESSIONALS FOR 2016-2017
(continued)**

<u>Name</u>	<u>School</u>	<u>Hourly Pay Rate</u>	<u>Hours Per Day</u>	<u>Annualized Salary</u>
Martino, Michelle	Mtn. Park	\$23.30	7.0	\$29,847.30
Perlzak, Troy	GLHS	\$14.60	3.0	\$ 8,015.40
Piatnochka, Denise	Woodruff	\$21.01	6.75	\$25,952.60
Pellew, Tiffany	GLHS	\$14.97	7.0	\$19,176.57
Place, Linda	MKM	\$17.60	3.2	\$10,306.56
Politan, Samuel	GLHS	\$15.37	7.0	\$19,688.97
Pomo, Pamela	Columbia	\$16.31	6.75	\$20,146.93
Procaccini, Teresa	GLHS	\$16.31	7.0	\$20,893.11
Rodgers, Rebecca	Woodruff	\$14.60	6.75	\$18,034.65
Roenbeck, Karen	Hughes	\$15.37	5.0	\$14,063.55
Sabella, Maryann	Woodruff	\$15.37	6.75	\$18,985.79
Schaefer, Marisa	MKM	\$15.37	5.2	\$14,626.09
Schendt, Tina	Columbia	\$16.31	6.75	\$20,146.93
Soares, Stephanie	Columbia	\$14.97	7.0	\$19,176.57
Stallone, Sharon	Columbia	\$15.37	6.75	\$18,985.79
Vaughn, Erika	Woodruff	\$14.60	6.75	\$18,034.65
Vella, Carolyn	Columbia	\$20.43	7.0	\$26,170.83
Wahlers, Tracey	Mtn. Park	\$14.60	6.75	\$18,034.65

A roll call indicated unanimous approval.

- O. RESIGNATION OF WILLIAM MEAKEM** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board accept the resignation of William Meakem from his position of Teacher of Mathematics at Governor Livingston High School, effective June 30, 2016; and approve the Settlement Agreement (Attachment K).

A roll call indicated unanimous approval.

- P. APPROVE MATERNITY LEAVE FOR NADEZHDA MIMS** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board grant a leave of absence for maternity/disability to Nadezhda Mims as of September 6, 2016, using her accumulated unused sick days from September 6, 2016, through October 30, 2016. It is also recommended that the Board grant Mrs. Mims an unpaid leave of absence in accordance with the New Jersey Family Leave Act from October 31, 2016, through January 31, 2017. It is anticipated that she will return to her position in the Berkeley Heights Public Schools on February 1, 2017. Mrs. Mims is a Teacher of English at Governor Livingston High School.

A roll call indicated unanimous approval.

Q. APPROVE CHILD CARE LEAVE OF ABSENCE FOR AMY POLICELLI It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board grant an unpaid child care leave of absence in accordance with the New Jersey Family Leave Act to Amy Policelli from September 1, 2016, through November 13, 2016. It is anticipated that she will return to her position in the Berkeley Heights Public Schools on November 14, 2016. Mrs. Policelli is an Educational Interpreter for the Deaf at Governor Livingston High School.

A roll call indicated unanimous approval.

R. HIRING JOSEF ELLIS It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Josef Ellis of Scotch Plains as a Teacher in the Berkeley Heights Public Schools for the 2016-2017 school year. Mr. Ellis earned his Bachelor of Arts Degree in Music Education from Kean University. He has one and one-half years of public school teaching experience in addition to several years of experience as a private music instructor. His annual salary will be \$54,584.00, Step 3a on the 2016-2017 Teachers salary schedule.

Assignment: Columbia Middle School and Governor Livingston High School – Teacher of Music.

Certification: Provisional Certificate – Teacher of Music.

Explanatory Note: Mr. Ellis is being recommended to fill a new position which is included in the 2016-2017 school district budget.

A roll call indicated unanimous approval.

S. HIRING KRITIKA JAWDEKAR It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Kritika Jawdekar of Edison as a Teacher in the Berkeley Heights Public Schools for the 2016-2017 school year. Ms. Jawdekar earned her Bachelor of Arts Degree in Cell Biology and Neuroscience from Rutgers, The State University; and she received her Master of Education Degree in Biological Science Education from the Rutgers Graduate School of Education. Her annual salary will be \$60,390.00, Step 1-2c on the 2016-2017 Teachers salary schedule.

Assignment: Governor Livingston High School – Teacher of Science.

Certification: Pending.

Explanatory Note: Ms. Jawdekar is being recommended to fill a new position which is included in the 2016-2017 school district budget.

A roll call indicated unanimous approval.

T. APPROVE RE-EMPLOYMENT OF NON-TENURED TEACHERS It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-employment of the following non-tenured Teachers for the 2016-2017 school year:

<u>Name</u>	<u>Assignment</u>	2016-2017 <u>Salary</u>
Sarah Apgar	Columbia Middle School Teacher of Special Education (Substitute/Replacement; effective 9/1/2016-11/14/2016)	\$54,072.00 Step 1-2a (prorated)
Noelia Garcia	Governor Livingston High School Teacher of Spanish (Substitute/Replacement; effective 9/1/2016-2/1/2017)	\$65,264.00 Step 8c (prorated)
Brandon White	Columbia Middle School Teacher of Science (Substitute/Replacement; effective 9/1/2016-6/30/2017)	\$54,072.00 Step 1-2a
Maria Zalokostas	Columbia Middle School Teacher of Social Studies (Substitute/Replacement; effective 9/1/2016-6/30/2017)	\$54,072.00 Step 1-2a

A roll call indicated unanimous approval.

U. APPROVE EMPLOYMENT OF SEASONAL CUSTODIANS It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the following individuals as Seasonal Custodians in the Berkeley Heights Public Schools for the 2016-2017 fiscal year:

<u>Name</u>	<u>Hourly Pay Rate</u>
Alexander Gonzalez	\$8.50
Noah Harder	\$8.50
Damon Ippolito	\$8.50
James Park	\$8.75
David Tavaréz	\$8.75
Matthew Ward	\$8.50

A roll call indicated unanimous approval.

- V. **APPROVE EMPLOYMENT OF TRANSPORTATION** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the following School Bus Driver for the 2016-2017 fiscal year, effective August 15, 2016:

<u>Name</u>	<u>Assignment</u>	<u>Compensation Rate</u>
Mark Tenson	School Athletics Team Driver/ Substitute on To-and-From School Routes (as-needed basis)	\$16.50 per hour

Explanatory Note: Mr. Tenson is being recommended to replace a former staff member who retired.

A roll call indicated unanimous approval.

- W. **APPROVE RE-ASSIGNMENT OF CUSTODIANS** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-assignment of the following Custodians for the 2016-2017 fiscal year, as indicated:

<u>Name</u>	<u>2015-2016 Assignment</u>	<u>2016-2017 Assignment</u>
Joseph Foti	Governor Livingston Evening Custodian	Governor Livingston Acting Night Supervisor Annual Salary of \$67,569.00 plus \$3,600.00 stipend #
Andrew O'Dowd	McMillin ECC Evening Custodian	McMillin ECC Day Custodian
Theodore Misinsky	Governor Livingston Night Supervisor	McMillin ECC Evening Custodian Annual Salary of \$43,787.00 ## (Step 13)

Salary and stipend based on 2014-2015 salary figures. Salary figures for 2016-2017 will be approved when a new negotiated Agreement between the Board of Education and the Berkeley Heights Custodial Maintenance Supervisors Association is approved.

Salary based on 2015-2016 salary figures. Salary figures for 2016-2017 will be approved when a new negotiated Agreement between the Board of Education and the Berkeley Heights Custodial/Maintenance/Transportation Unit is approved.

Explanatory Note: Mr. Foti is being recommended to replace a Night Supervisor who is transferring to a Custodian position. Mr. O'Dowd is being recommended to replace a Custodian who is retiring. Mr. Misinsky is being recommended to replace a Custodian who is transferring to a Day position.

A roll call indicated unanimous approval.

- X. APPROVE REQUEST FOR LEAVE OF ABSENCE EXTENSION FOR GIANNA CZERNIAK** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the request of Gianna Czerniak for an extension of her unpaid child care leave of absence in accordance with the New Jersey Family Leave Act through November 13, 2016, with November 14, 2016, as her anticipated date of return to work. Mrs. Czerniak is a Teacher of Special Education at Columbia Middle School.
A roll call indicated unanimous approval.
- Y. APPROVE CHILD CARE LEAVE FOR GINA ROOF** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board grant Gina Roof an unpaid child care leave of absence in accordance with the New Jersey Family Leave Act from September 1, 2016, through November 24, 2016. It is also recommend that the Board approve Mrs. Roof's request for unpaid leave of absence from November 25, 2016, through February 28, 2017. It is anticipated that she will return to her position in the Berkeley Heights Public Schools on March 1, 2017. Mrs. Roof is a Part-Time Kindergarten Teacher at Mary Kay McMillin Early Childhood Center.
A roll call indicated unanimous approval.
- Z. RESIGNATION OF JENNIFER SPETH** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board accept, with regret, the resignation of Jennifer Speth from her position as Instructional Review Teacher at Columbia Middle School, effective June 30, 2016.
A roll call indicated unanimous approval.
- AA. RETIREMENT OF MARIANN TIERNEY** It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board accept, with regret, the retirement of Marian Tierney from her position as Teacher of Spanish and English Language Learners at Mountain Park School and Mary Kay McMillin Early Childhood Center, effective June 30, 2016.
A roll call indicated unanimous approval.

BB. HIRING DANIELLE BAMUNDO It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Danielle Bamundo of Berkeley Heights as a Substitute/Replacement Teacher in the Berkeley Heights Public Schools for the 2016-2017 school year, effective September 1, 2016, through December 12, 2016. Ms. Bamundo earned her Bachelor of Science Degree in Elementary Education as well as her Bachelor of Arts Degree in Mathematics from The College of New Jersey. She has served as a substitute teacher and as a long-term substitute HELP Teacher in the Berkeley Heights Public Schools during the past year. Her annual salary will be \$54,072.00 (prorated from September 1, 2016, through December 12, 2016), Step1-2a on the 2016-2017 Teachers salary schedule.

Assignment: William Woodruff School – Grade 2 Teacher
(Substitute/Replacement)

Certification: Certificate of Eligibility with Advanced Standing –
Elementary School Teacher in Grades K-6.

Explanatory Note: Ms. Bamundo is being recommended to replace a staff member who will be out on a maternity/child care leave of absence.
A roll call indicated unanimous approval.

CC. HIRING EMILY GOODMAN It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Emily Goodman of Westfield as a Part-Time Substitute/Replacement Teacher in the Berkeley Heights Public Schools for the 2016-2017 school year, effective September 1, 2016, through March 1, 2017. Ms. Goodman earned her Bachelor of Arts Degree in Media and Communications/Elementary Education from Muhlenberg College and she completed her Teacher certification coursework through the College of Saint Elizabeth. She has two years of private school teaching experience. Her annual salary will be \$27,036.00 (prorated from September 1, 2016, to March 1, 2017), 50% of Step 1-2a on the 2016-2017 Teachers salary schedule.

Assignment: Mary Kay McMillin Early Childhood Center –
Part-Time Kindergarten Teacher.

Certification: Pending.

Explanatory Note: Ms. Goodman is being recommended to replace a staff member who will be out on a child care leave of absence.
A roll call indicated unanimous approval.

DD. HIRING COURTNEY REINL It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Courtney Reinl of Berkeley Heights as a Substitute/Replacement Teacher in the Berkeley Heights Public Schools for the 2016-2017 school year, effective September 1, 2016, through December 1, 2016. Ms. Reinl earned her Bachelor of Arts Degree in American Studies from Rider University and she completed her Teacher certification coursework through the College of Saint Elizabeth. She has eight years of full-time teaching experience and she served as a HELP Teacher at Mountain Park School during the 2015-2016 school year. Her annual salary will be \$59,202.00 (prorated from September 1, 2016, through December 1, 2016), Step 9a on the 2016-2017 Teachers salary schedule.

Assignment: Mountain Park School – Grade 3 Teacher
(Substitute/Replacement)

Certification: Standard Certificates – Elementary School Teacher,
Teacher of the Handicapped.

Explanatory Note: Mrs. Reinl is being recommended to replace a staff member who will be out on a medical leave of absence.

A roll call indicated unanimous approval.

EE. PLACE STAFF MEMBER ON ADMINISTRATIVE LEAVE It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board place a staff member whose name is on file with the Superintendent of Schools on administrative leave, with pay, effective June 6, 2016.

A roll call indicated unanimous approval.

FF. HIRING AMY SHUSTA It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Amy Shusta of Randolph as a Teacher in the Berkeley Heights Public Schools for the 2016-2017 school year. Ms. Shusta earned her Bachelor of Arts Degree in English Literature and Secondary Education from The College of New Jersey and she has two years of teaching experience. Her annual salary will be \$54,584.00, Step 3a on the 2016-2017 Teachers salary schedule.

Assignment: Columbia Middle School – Teacher of English.

Certification: Provisional Certificate – Teacher of English.

Explanatory Note: Ms. Shusta is being recommended to replace a former staff member who has retired.

A roll call indicated unanimous approval.

GG. HIRING KARA WILSON It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Kara Wilson of New Providence as a Teacher in the Berkeley Heights Public Schools for the 2016-2017 school year. Ms. Wilson earned her Bachelor of Arts Degree in English from Muhlenberg College and she completed her Teacher certification coursework through the College of Saint Elizabeth. She has seven years of teaching experience and served in a Substitute/Replacement Teacher assignment at Thomas P. Hughes School from April to December 2015. Her annual salary will be \$57,994.00, Step 8a on the 2016-2017 Teachers salary schedule.

Assignment: Thomas P. Hughes School – Grade 3 Teacher.

Certification: Standard Certificate – Elementary School Teacher.

Explanatory Note: Ms. Wilson is being recommended to fill a new position which is included in the 2016-2017 school district budget.

A roll call indicated unanimous approval.

HH. APPROVE RE-ASSIGNMENT OF TEACHING STAFF It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the following re-assignment of personnel for the 2016-2017 school year, as indicated:

<u>Name</u>	<u>From</u>	<u>To</u>
Nicole Sacci	Mountain Park School	Columbia Middle School
Pamela Wilczynski	Columbia Middle School	Thomas P. Hughes School

A roll call indicated unanimous approval.

II. APPROVE REVISED EMPLOYMENT CONTRACTS AND ANNUAL SALARIES

It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve revised 2016-2017 employment contracts and annual salaries for the following district staff members, as indicated:

<u>Name</u>	<u>Positon</u>	<u>Revised Contract/ Annual Salary</u>
Margaret Collins	Teacher of Physical Education	80% of Full Time
	Mary Kay McMillin	Step 8a
	Early Childhood Center	\$46,395.20
Patricia Schiffel	Teacher of Computers	70% of Full Time
	Elementary Schools	Step 15c
		\$52,938.90

A roll call indicated unanimous approval.

JJ. APPROVE SALARY ADJUSTMENT FOR PROFESSIONAL It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the salary adjustment listed below for the 2016-2017 school year based on the professional growth of the employee, effective September 1, 2016:

Kimberly Tota: For completion of 30 credits beyond the Master’s Degree, she will go from Step 4c, \$61,692.00, to Step 4e, \$67,747.00.

A roll call indicated unanimous approval.

KK. APPROVE REVISED 2016-2017 SALARY FIGURES It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve revised 2016-2017 figures for the following staff members, as indicated:

<u>Name</u>	<u>Revised 2016-2017 Salary</u>
Kristi Lange	\$72,918.00 (Step 10d) #
Gillian Mahy	\$76,761.00 (Step 16c) ##

#New staff member for 2016-2017 whose employment was approved on June 2, 2016; annual salary adjusted to reflect proof of completed graduate credits.

Corrected salary figure; previously approved on May 19, 2016.

A roll call indicated unanimous approval.

LL. APPROVE ASSIGNMENT OF TITLE I SALARIES It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the final assignment of NCLB FY 2016 Title I funds for the purpose of paying the following instructional salaries during the 2015-2016 school year:

<u>Name</u>	<u>Amount</u>
Donna DeLuca-Whitsitt	\$24,582.43
Kim McLeod	\$22,845.94
Karen Porzio	\$22,571.63

A roll call indicated unanimous approval.

MM. APPROVE SUMMER 2016 HEALTH SERVICES EMPLOYMENT It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the following district staff member to complete various tasks relating to student registration and processing of health records during the summer months of 2016:

<u>Name</u>	<u>Position</u>	<u>Employment Time</u>	<u>Pay Rate</u>
Margaret Berry	School Nurse McMillin ECC	Maximum of 35 hours	\$35.00 per hour

A roll call indicated unanimous approval.

NN. APPROVE PAYMENT OF STIPENDS TO PARAPROFESSIONALS It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the payment of a \$1,000.00 stipend each to Susan LaMaita, Michelle Martino and Carolyn Vella, Paraprofessionals in the Berkeley Heights Public Schools, for holding a Registered Behavior Technician (RBT) certificate and for working in an ABA classroom for more than 50% of the school day during the 2015-2016 school year, as per the provision in the negotiated Agreement between the Board of Education and the Berkeley Heights Education Association.
A roll call indicated unanimous approval.

OO. APPROVE EMPLOYMENT AGREEMENT WITH JUDITH A. RATTNER It was moved by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment Agreement between the Berkeley Heights Board of Education and Judith A. Rattner, Superintendent of Schools, for the time period of July 1, 2016, through June 30, 2019, with her annual salary for the 2016-2017 fiscal year established at \$155,000 plus a high school increment of \$2,500 for a total salary of \$157,500, as per New Jersey Department of Education guidelines. This attached Agreement (Attachment K-2) has been approved by the appropriate representatives of the New Jersey Department of Education.
A roll call indicated unanimous approval.

BUSINESS

Items A-T: All Board Members.

A. ACCEPT SCHOOL BUS EMERGENCY EVACUATION DRILL REPORT It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Berkeley Heights Board of Education approve pursuant to N.J.S.A. 18A:41-1 and P.L. 2009, Chapter 178, the School Bus Emergency Evacuation Drill Report, in accordance with N.J.A.C. 6A:27-11.2 as shown on Attachment L.

Explanatory Note: The Berkeley Heights Board of Education is required to organize and conduct emergency exit drills during the school year for students who are transported to and from school as per N.J.A.C. 6A:27-11.2.

A roll call indicated unanimous approval.

- B. APPROVE FOOD SERVICES MANAGEMENT CONTRACT** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve the Food Services Management Company (FSMC) contract with Pomptonian Food Service for the 2016-2017 school year; and be it further

RESOLVED, that the Food Service management Company shall receive, in addition to the costs of operation, a management fee of \$.0554 for each \$1.00 of sales to compensate the Food Service Management Company for administrative and management costs. This fee shall be billed monthly as a cost of operation.

The Local Education Agency guarantees the payment of such costs and fee to the Food Service Management Company.

Explanatory Note: The per-meal fee for 2016/17 will remain the same as the current year. A roll call indicated unanimous approval.

- C. AUTHORIZE LUNCH PRICES** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve the 2016-2017 lunch price schedule as shown on Attachment M.

A roll call indicated unanimous approval.

- D. AWARD OF BIDS FOR 2016-2017 SCHOOL YEAR** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education authorize the award of the bids for the 2016-2017 school year obtained through the District's Bidding Cooperative on a unit price basis to the vendors indicated on Attachment N.

A roll call indicated unanimous approval.

- E. RENEW REFUSE REMOVAL CONTRACT** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education renew a contract for Refuse Removal for all schools for the 2016/17 school year to Regional Industries LLC in the revised amount of \$28,120.32, plus unit costs for additional services as noted on an as needed basis.

<u>Unit Costs for Additional Services</u>		
One additional weekday pickup at a single location	4 yard	40.00
	6 yard	60.00
	8 yard	80.00
	30 Yard Roll off	670.00
Once weekly recycling pickup at a single location	8 yard	832.00

Explanatory Note: The number of weekly pickups has increased resulting in an annual total increase of \$2,041.95.

A roll call indicated unanimous approval.

- F. RENEW FIRE/ SECURITY ALARM/ DIGITAL VIDEO CAMERA/ CLOCK/ PUBLIC ADDRESS SYSTEMS INSPECTION MAINTENANCE & REPAIRS** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education renew a contract for all schools for 2016/17 for Fire/Security Alarm/Digital Video Camera/Clock/ Public Address Systems Inspection Maintenance & Repairs to A.C. Daughtry for fire alarm yearly inspections at the revised amount of \$11,348.40 per year and repairs at \$105.00 per hour and \$165.00 per premium hour.

Explanatory Note: Several alarms have been updated resulting in an annual increase of \$243.40.

A roll call indicated unanimous approval.

- G. APPROVE MEDICAL AND DENTAL INSURANCE PROVIDER AND RATES** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education renew the existing health care (PPO, POS and HSA) and dental insurance policies (PPO and HMO) with CIGNA for the 2016-2017 fiscal year, effective July 1, 2016, for the categories and premiums as follows:

PPO/TRADITIONAL MEDICAL

Single	\$ 1,310.98
Husband/Wife	2,503.89
Parent/Child	1,968.57
Family	2,539.40

POINT OF SERVICE PROGRAM

Single	\$ 1,205.12
Husband/Wife	2,323.35
Parent/Child	1,835.74
Family	2,356.19

HEALTH SAVINGS ACCOUNT

Single	\$ 982.74
Husband/Wife	1,877.91
Parent/Child	1,487.55
Family	1,904.66

PPO/TRADITIONAL DENTAL

Employee	\$ 55.59
Family	133.28

DENTAL HMO

Employee	\$ 16.57
Family	44.57

Explanatory Note: This represents at an overall 7.04% increase in premiums for the 2016/2017 school year.

A roll call indicated unanimous approval.

- H. APPROVE TRANSFER OF FUNDS TO CAPITAL RESERVE** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve the following resolution:

WHEREAS, N.J.S.A. 18A:21-2 and N.J.S.A. 18A:7G-13 permit a Board of Education to establish and/or deposit into certain reserve accounts at the end of the year and,

WHEREAS, the aforementioned statutes authorize procedure, 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 Berkeley Heights Board of Education wishes to deposit anticipated excess current revenues and/or unexpended appropriations into a Capital Reserve account at year end, and

WHEREAS, the Berkeley Heights Board of Education would like to deposit an amount not to exceed \$200,000.00 into the Capital Reserve Account. The final amount of the transfer will be determined once the audit is completed and the final excess surplus amount is determined.

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

A roll call indicated unanimous approval.

- I. PREPARE AND PAY JULY AND AUGUST BILL LIST/TRANSFERS** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education grant authority to the School Business Administrator/Board Secretary to prepare and pay July 2016 and August 2016 bill lists, and make transfers as necessary for completion of the 2015-2016 school year and for the current operation of the 2016-2017 school year. All such activities will be affirmed by the Board of Education at the next scheduled meeting.
A roll call indicated unanimous approval.

- J. APPROVE CONTRACT FOR PROFESSIONAL DEVELOPMENT** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve the contract with November Learning, LLC, in the amount of \$5,900.00, to be funded by Title II Grant, to provide professional development for administration and staff during staff in-service days.
A roll call indicated unanimous approval.

- K. APPROVE TRANSPORTATION CONTRACTS** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve the renewal of the original bid of “To and From School Transportation and Athletic Transportation” with First Student, Inc., for the 2016-2017 school year as shown on Attachment O.

Explanatory Note: The existing routes are being recommended for renewal with First Student at an increase of .57%, as per state guidelines.

A roll call indicated unanimous approval.

- L. AUTHORIZE COORDINATED TRANSPORTATION SERVICES** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve a contract with the Union County Educational Services Commission to provide transportation services for the 2016-2017 school year as indicated on Attachment P.

Explanatory Note: Participation allows for coordinated services for special education students. Savings are generated when routes are combined with other districts sending students to the same private schools for the disabled.

A roll call indicated unanimous approval.

- M. APPROVE USE OF DISTRICT TRANSPORTATION SERVICES** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve the use of the district buses and bus driver at a cost of \$58.75 per hour for the months of July 2016 and August 2016 by the Township of Berkeley Heights Recreation Department to run trips for summer camp. The township recreation department will be billed the actual cost at the end of the program.

Explanatory Note: The Berkeley Heights and Mountainside recreation departments sponsor summer camp trips for township teenagers during the months of July and August. District buses are used to provide transportation to field trips.

A roll call indicated unanimous approval.

- N. ACCEPT DONATION** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education accept donations from the Governor Livingston Highlander Booster Club, the Governor Livingston Highlander Football Boosters and the Berkeley Heights PAL to split the cost of temporary lighting, not to exceed \$2,000 each, for the Friday night football game on October 7, 2016.

A roll call indicated unanimous approval.

O. RESOLUTION IN SUPPORT OF NJ SENATE BILL 728

It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the board approve the following resolution:

WHEREAS, current law (NJSA 18A: 20- 4.3 and 4.4) requires that any work which costs more than \$2,000 that is contracted for by a Board of Education must include a provision stating that the prevailing wage rate (pursuant to the NJ Prevailing Wage Act, PL 1963, c. 150 and PL 1968, c.175) must be paid to any workers employed in the performance of the contract, and

WHEREAS, the threshold amount of \$2,000 has not been adjusted for nearly fifty years, and

WHEREAS, the requirement for Boards of Education to seek competitive bids for contracts has been adjusted numerous times over the years and currently is authorized to be set at \$29,000 for any school district without a Qualified Purchasing Agent and \$40,000 for any school district with a Qualified Purchasing Agent, and

WHEREAS, Senate Bill 728 would set the requirement to pay prevailing wages to workers employed on contracts with school districts at the same threshold as the applicable bid limit, and

WHEREAS, this proposed bill has the potential to provide costs savings to school districts on smaller-scale projects and necessary work performed by private vendors,

NOW THEREFORE BE IT RESOLVED that the Berkeley Heights Board of Education supports Senate Bill 728 and urges the NJ State Legislature approve this proposed legislation, and be it further

RESOLVED, that a copy of this resolution be sent to Senate President Steve Sweeney, Assembly Speaker Vincent Prieto, District 21 Legislators Senator Thomas Kean, Assemblyman John Bramnick, Assemblywomen Nancy Munoz, Governor Chris Christie, and the New Jersey School Boards Association.

A roll call indicated unanimous approval.

P. APPROVE SELLING ADVERTISING SPACE BY ALUMNI ASSOCIATION

It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board authorize the Governor Livingston High School Alumni Association to sell advertising space at the high school fields as per Attachment Q.

A roll call indicated unanimous approval.

Q. APPROVE INTERNET POLICY MANUAL SERVICES

It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve renewal of services provided by MicroScribe/Folio© to regularly update the school board policy manual in electronic format for distribution via the internet at a cost of \$1,600.00.

A roll call indicated unanimous approval.

- R. APPROVE AMENDMENT TO LEASE** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve an amendment to the lease with Wireless Edge, originally approved on September 10, 2015, as per Attachment R.

Explanatory Note: The amendment clarifies the number of co-locators on the tower.
A roll call indicated unanimous approval.

- S. PROFESSIONAL SERVICES APPOINTMENT** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board adopt the following resolutions:

WHEREAS there exists a need for certain professional services during the 2016/17 school year and;

WHEREAS funds are available for the purpose, and

WHEREAS the local public contracts law (NJSA 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for professional services without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED that the Board of Education hereby retains the following listed, according to the terms and condition negotiated:

<u>Firm</u>	<u>Services</u>
Suplee, Clooney & Company	School Auditor

FURTHER RESOLVED that these services are awarded without competitive bidding as “professional services” under the provision of the local public contracts law because these services are performed by persons authorized by law to practice recognized professional services; and be it

FURTHER RESOLVED that a copy of this resolution shall be published in The Courier-News within ten (10) days of passage.
A roll call indicated unanimous approval.

- T. APPROVE CONTRACT FOR SCHOOL AUDITOR SERVICES** It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education approve the contract with Suplee, Clooney and Company for auditor services for the 2016/17 school year at a rate of \$39,900.00.
A roll call indicated unanimous approval.

FINANCE

Item A: All Board members. Items B-D: Berkeley Heights only.

- A. PAYMENT OF BILLS** It was moved by Mr. Cassano and seconded by Mr. Sincaglia that the Board of Education approve for payment the bills as listed on the bill lists as follows:

Payroll	6/15/16	\$2,429,900.65
	6/21/16	1,859,727.09
Accounts Payable	6/29/16	998,183.34
Totals		\$5,287,811.08

YEA: Ms. Reilly, Mr. Sincaglia, Mr. Smalley, Mrs. Kirsch, Mrs. Parker, Mr. Reinstein.
ABSTAIN: Mr. Cassano from check number 192421

- B. APPROVAL OF BOARD SECRETARY’S REPORT** It was moved by Mr. Cassano and seconded by Mr. Sincaglia that the Board of Education, pursuant to N.J.A.C. 6A:23A-2.3, certifies that as of May 2016 after review of the Board Secretary’s monthly financial report (appropriations section) and upon consultation with appropriate district officials, to the best of our knowledge no major account or fund has been over expended in violation of N.J.A.C. 6A:23A-2.3, and sufficient funds are available to meet the district’s financial obligations for the remainder of the year.
A roll call indicated unanimous approval.
- C. APPROVAL OF TRANSFERS** It was moved by Mr. Cassano and seconded by Mr. Sincaglia that the Board of Education authorize transfers for May 2016.
A roll call indicated unanimous approval.
- D. APPROVAL OF TREASURERS REPORT** It was moved by Mr. Cassano and seconded by Mr. Sincaglia that the Board of Education accept the financial reports of the Board Secretary, the Treasurer of School Funds Report for the month ending May 31, 2016.
A roll call indicated unanimous approval.

FINAL CITIZENS HEARING

There was no one who wished to be heard at this time.

OTHER BUSINESS

Mr. Cassano commented that 33% of the students participate in a sport each season. Should there be an exemption for gym when participating in sports?

Mrs. Rattner stated that this was looked at 2-3 years ago. The focus was on physical fitness and impact with overall schedule. Seasons and marking periods don't coincide.

Mr. Reinstein said the Athletic Committee will be meeting over the summer and will add to the agenda. They will look into the previous analysis.

Mr. Reinstein discussed what has been happening in the district. There is a lot to be proud of - there have been many student achievements, poetry, robotics, stage, scholarships, athletics, technical upgrades, guidance and special education programs-and he thanked the board and administration.

ADJOURNMENT

It was moved by Mr. Sincaglia and seconded by Mr. Smalley that the meeting be adjourned to Executive Session. No action will be taken after Executive Session.

The meeting adjourned at 11:15 PM.

Respectfully submitted,


Donna A. Fezzola

Business Administrator/Board Secretary

**BERKELEY HEIGHTS BOARD OF EDUCATION
REGULAR MEETING
MINUTES
JUNE 27, 2017**

CALL TO ORDER

The Combined Conference and Regular Meeting of the Berkeley Heights Board of Education was called to order on Tuesday, June 27, 2017 at 7:00 PM in the Columbia Middle Vocal Music Room by the Board President Mr. Reinstein.

ROLL CALL

A roll call indicated the presence of the following members:

Mr. Cianciulli, Ms. Reilly, Mr. Cassano, Dr. Crisonino, Mr. Smalley, Mrs. Kirsch, and Mr. Reinstein. Also present were Mrs. Rattner, Mr. McKinney and Mrs. Felezzola. Mrs. Parker was absent.

STATEMENT

On March 23, 2017, this body by resolution adopted the schedule for this meeting. The time, date and location of this meeting were accurately set forth therein.

On March 27, 2017, this notice was provided to all schools, all PTO Presidents, the BHEA President and posted at the Administration Building. On the same date a copy was emailed to the Public Library, TAP into Berkeley Heights, the Courier News and filed with the Municipal Clerk to file and post at Town Hall. The meetings will also be announced on the District Sign at Columbia School.

ADJOURN TO EXECUTIVE SESSION

WHEREAS, the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.) expressly provide that a public body may move into Executive Session and exclude the public from that portion of a meeting at which the public body discusses any of the nine areas set forth in N.J.S.A.10:4-12b; and

WHEREAS, the Berkeley Heights Board of Education has determined it necessary to move into Executive Session to discuss the following subjects, all of which are included in the aforesaid exceptions: Personnel - Substitute/Supplemental Personnel for 2016-2017 and 2017-2018, Employment of Summer Technology Assistant, Re-Employment of Data Analyst/Administrator, Re-Employment of District Substitute Caller, Re-Employment of Treasurer of School Funds, 2017-2018 Employment and Salaries of District Administrators, 2017-2018 Employment and Salaries of Central Office Personnel, 2017-2018 Employment and Salaries of Custodial Supervisors, 2017-2018 Employment and Salaries of Custodians and Maintenance Staff, 2017-2018 Employment and Hourly Pay Rates of Transportation Staff, 2017-2018 and 2018-2019 Employment Contract Addendum of Superintendent of Schools, 2017-2018 Employment Contract of Assistant Superintendent, 2017-2018 Employment Contract of School Business Administrator, Extra-Curricular Activities, Summer Employment of Guidance Secretary, Additional Summer Child Study Team Employment, Salary Adjustments for Professional Growth, Maternity Leave Request, Appointments, Employment of Paraprofessionals for 2017-2018, Re-Assignment of Teaching Staff Member, Re-Employment of

ADJOURN TO EXECUTIVE SESSION (continued)

Non-Tenured Staff Members, Extension of Unpaid Childcare Leave of Absence, Assignment of Title I Salaries, Additional/Revised Employment Time for Summer School Staff Members, Revised Salary Figure, Revised Employment Contract; Student Matters.

NOW THEREFORE BE IT RESOLVED by the Berkeley Heights Board of Education that it does hereby move into Executive Session pursuant to N.J.S.A.10:4-12b to discuss the aforesaid matters; and

IT IS FURTHER RESOLVED that the aforesaid discussions shall be made public either at the Public Meeting following said Executive Session or at such time as any litigated or personnel matters are concluded; or upon conclusion of any negotiations or related discussions; or as otherwise specified; and

IT IS FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

RETURN TO PUBLIC SESSION

It was moved by Mrs. Kirsch and seconded by Mr. Smalley that the Board return to Public Session. Motion carried.

FLAG SALUTE

Mr. Reinstein led the board and the public in the Pledge of Allegiance.

APPROVAL OF MINUTES

It was moved by Mrs. Kirsch and seconded by Mr. Cianciulli that the Board of Education approve the minutes of the Combined Conference and Regular Meeting held June 8, 2017. Motion carried.

CORRESPONDENCE

The correspondence as listed on the agenda had been provided to the Board for their review and information:

- Letter from N. O'Sullivan; RE: Donation from Kaylor Family

REPORT OF THE SUPERINTENDENT

-Recognition of Leah Saifi of Governor Livingston High School, 2017 New Jersey Outdoor Track and Field State Champion in the Pole Vault.

Mr. Smalley presented a Resolution to Leah Saifi recognizing her as the 2017 New Jersey Outdoor Track and Field State Champion in the Pole Vault.

-Recognition of Victoria Vanriele of Governor Livingston High School, 2017 New Jersey Outdoor Track and Field State Champion in the 800 Meter Run.

Mr. Cassano presented a Resolution to Victoria Vanriele recognizing her as the 2017 New Jersey Outdoor Track and Field State Champion in the 800 Meter Run.

REPORT OF THE SUPERINTENDENT (continued)

-Recognition of Governor Livingston High School Varsity Baseball Team, 2017 Central Jersey Group 2 Champions.

Mr. Reinstein spoke of the Boys Varsity Baseball Team and recognized them as the 217 Central Jersey Group 2 Champions.

Mrs. Rattner reported that GLHS finished in third place among Group 3 schools in the New Jersey State Interscholastic Athletic Association's Shop Rite Cup which recognizes the state's most successful high school athletic programs. It is believed to be the highest ever rank for GLHS, which is the smallest school enrollment-wise among Group 3 programs that were honored. GLHS was also the only Union County public school ranked in the top five in any of the four enrollment groups.

The students who participated in the TSA Teams competition in Orlando, Florida, placed nationally in the competition, finishing 6th in the Presentation event and 7th place in the Essay contest..

-District Strategic Plan Update.

Ms. Reilly introduced the presentation stating that last year, the Strategic Plan was put in place. She was impressed with the plan, it was "bottoms up". The Board and public receive semi-annual updates. The goal was to move up in the rankings. She is confident that we are moving in the right direction.

Mrs. Rattner reviewed the vision statement. We focused on needs and developed plans to meet those needs. There are five focus areas with an overall focus of improving student achievement. Mrs. Rattner reviewed the focus areas, stating that there were a total of 34 goals. In year one we completed 13 goals. We look at ourselves in comparison to data dashboard schools and to previous year's performance. We have reviewed the intervention process and focused on time spent on subject areas in elementary schools. We identified where students need to be challenged and developed a fully inclusive pilot program for inclusion at Mountain Park School to be implemented next year. We will look at the transitions and how this impacts performance. We have identified best practices and developed action plans. The administrators have researched response to interaction models and developed our own plan.

Mrs. Rattner stated we need to increase the amount of time on math; we are working with a scheduling consultant to analyze what we are doing and to recommend improvements. We will look at the high school program and make recommendations for class changes and more challenging opportunities for students.

REPORT OF THE SUPERINTENDENT (continued)

Mrs. Rattner added that student participation in AP classes has increased. We need to analyze data to identify areas of concern and areas where we are doing well.

Mr. Scott McKinney stated that the district is focusing on integrating technology into the classroom and helping students develop twenty-first century skills. The AP Capstone programming is beginning in the next school year. We are exploring elementary enrichment programs. We will align profession development to focus on innovation and curriculum changes. We are revisiting the AP/Final Exam Policy and have recommended changes.

Dr. Crisonino asked about the PARCC test analysis at the elementary schools.

Mr. McKinney said we need more time to analyze the impact of additional math instructional time. For language arts, we need to evaluate programs for struggling students.

Ms. Reilly asked about the AP/Final Exam policy.

Mr. McKinney we will look at correlating class grades with AP passing rates.

Mrs. Rattner added that we have developed ways to recruit and attract talented educators. We have streamlined the application process and have developed collaborative relationships with teaching colleges.

Ms. Ashley Janosko stated that we are increasing student's exposure to different colleges and different career opportunities. We have evaluated our guidance programs and how information is communicated to parents. We have revised the job description of guidance counselors and developed an elementary guidance program to be implemented next year. We have reviewed and improved transition programs, and are sending surveys to GL alumni to learn about their experiences.

Mr. Mike Skara added that our goal is to provide the best possible resources for students and staff; we are maintaining and revising our three year technology plan. We are working on getting the right tools into the right hands. We have revised the website to improve communication with parents and the community.

Ms. Reilly stated that communications is so critical and is embedded in all areas.

Mrs. Rattner added that she is very fortunate to work with this staff who has embraced the strategic plan.

REPORT OF THE SUPERINTENDENT (continued)

Mr. Cassano said he is super impressed with the the work that has been done and the solutions that were developed.

Mr. Reinstein questioned the elementary principals, asking what they see moving forward.

Mrs. Jessica Nardi said the third grade language arts test will give us information about how students are doing and where we need to make changes.

Ms. Patty Gasparini said they are focused on writing and where improvements can be made at each grade level.

Mrs. Kirsch asked what is being done for fourth graders.

Ms. Gasparini said they analyze third grade test results and see where improvements are needed based on the data.

Mr. Jon Morisseau added they are teaching students different writing strategies; they are changing the approach to math and increasing time for math instruction.

Ms. Reilly stated there is a substantial improvement in sixth grade results.

Ms. Laurie Scott said that one reason for the improvement is small class size based on enrollment in sixth grade.

Mrs. Johnson addressed the AP Boot Camp. The PTO did not have any volunteers and there were concerns regarding paying staff. She added there is an AP backlash with students being “pushed” into taking classes. She also added that the Friday Folder should include PTO information.

Mrs. Johnson added that, in her personal feeling, not all students are STEM students. She is disappointed that no one else is here to hear about the good work that has been done.

Mr. Reinstein stated that this was a great presentation, and he is impressed with quality of discussion. He thanked everyone. He has read the goals of all the administration. They have met with other schools; they’ve embraced the plan and associated activities. The administrator’s goals are aligned with strategic plans. He is proud of what has been accomplished and thanked everyone for their efforts.

REPORT OF THE SUPERINTENDENT (continued)

ADOPTION OF POLICIES, CURRICULUM GUIDES AND TEXTBOOKS

- A. It was motioned by Mrs. Kirsch and seconded by Dr. Crisonino that the Board of Education adopt the existing policies and bylaws as noted in the official policy book as maintained in the Superintendent's Office for the 2017-2018 school year.
A roll call indicated unanimous approval.
- B. It was motioned by Mrs. Kirsch and seconded by Dr. Crisonino that the Board of Education adopt all existing programs and curriculum guides for the Berkeley Heights Public Schools for the 2017-2018 school year, as shown on Attachment #1 and as maintained in the Superintendent's Office.
A roll call indicated unanimous approval.
- C. It was motioned by Mrs. Kirsch and seconded by Dr. Crisonino that the Board of Education adopt the textbooks as noted on the official textbook listing for the Berkeley Heights Public Schools, as maintained in the Superintendent's Office, for the 2017-2018 school year.
A roll call indicated unanimous approval.

It was motioned by Ms. Reilly and seconded by Mrs. Kirsch to accept the Superintendent's Report. Motion carried.

LIAISON REPORTS

Ms. Reilly reported on the Finance Committee meeting.

Mr. Smalley reported on the BHEF committee meeting. Mrs. Pam Yoss and Mrs. Denise Micca will no longer be on the BHEF executive committee.

FACILITIES REPORT

Mrs. Felezzola presented a timeline of summer projects. This will be posted on the website and updated as appropriate.

Mrs. Felezzola reported on the following:

- There are construction meetings set with each contractor on a 2 week rotating schedule, beginning tomorrow. In addition to us checking on the progress, the architects will be here at least weekly to check on the progress of the contractors.
- Secure Vestibule – Demolition began in the schools on Wednesday of last week and has been completed at CMS, Mt. Park & GL. The contractors are currently at Hughes, and will begin at MKM & WW later in the week. The one long lead time item, the interior store front doors, have been ordered.

FACILITIES REPORT(continued)

- Turf and Track Replacement – The contractor was at the field on June 21 to begin ripping up the field. All of the turf has been removed. Ann Clifton identified pieces of turf to be saved and reused at other fields at the school and those pieces of turf have been set aside and will be used at our field. The regrading of the field is set to begin this week. Once this process begins we will know the condition of the current drainage system and be able to identify if any drainage repairs have to be made.
- Security Cameras & Keyless Entry work began in June and much of the interior wiring and back end work has been completed. The server for the camera system is being programmed and will be delivered and installed next week. The wiring for the access controls is on-going and they are at the point now where they have begun installing the control devices at the doors. They are coordinating their work with the vestibule contractor.
- We received notice today that the sign for CMS has been delivered and district staff plans to install the sign by the end of July.
- We met with the contractor who is installing the Volleyball Sleeves and the new sleeves at CMS will be installed in late July.
- The Board is approving a deposit to capital reserve to not exceed \$300,000. The final amount will be determined upon auditor's review of the district finances.
- The Facilities Committee met to review the Use of Facilities fees and the Board is voting to increase the fees.

PRELIMINARY CITIZENS HEARING

Mrs. Sue Johnson, Murray Hill, indicated that she supports the change to the salary cap for the superintendents and the change to our superintendent's salary.

ADMINISTRATION

Items A-H: All Board members. Item I: Berkeley Heights only.

- A. AUTHORIZE SUPERINTENDENT OF SCHOOLS** It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board of Education authorize Judith A. Rattner, Superintendent of Schools, to appoint and offer employment contracts to those candidates who are chosen to fill vacancies that must be staffed prior to the 2017-2018 school year. It is also recommended that the Board authorize Judith A. Rattner to enter into contracted services agreements on behalf of the school district if such action is needed prior to the beginning of the 2017-2018 school year. The Board of Education will be asked to confirm these personnel appointments and contracted services agreements during its Combined Conference and Regular Meetings on August 10, 2017, and September 14, 2017.
- A roll call indicated unanimous approval.

- B. APPROVE PROFESSIONAL DEVELOPMENT DAYS/TRAVEL REIMBURSEMENT** It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve professional development days and travel reimbursement for district staff members, as indicated on Attachment A.
A roll call indicated unanimous approval.
- C. APPROVE RESOLUTIONS HONORING LEAH SAIFI AND VICTORIA VANRIELE** It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the Resolutions honoring Leah Saifi and Victoria Vanriele of Governor Livingston High School, 2017 New Jersey Outdoor Track and Field State Champions. (Attachment B)
A roll call indicated unanimous approval.
- D. APPROVE RESOLUTION HONORING GOVERNOR LIVINGSTON HIGH SCHOOL VARSITY BASEBALL TEAM** It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the Resolution honoring the Governor Livingston High School Varsity Baseball Team, the 2017 Central Jersey Group 2 Champions. (Attachment C).
A roll call indicated unanimous approval.
- E. APPROVE FALL 2017 ATHLETICS SCHEDULE** It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the Fall 2017 schedule for all interscholastic athletics teams representing Governor Livingston High School and Columbia Middle School, a copy of which is on file with the Superintendent.
A roll call indicated unanimous approval.
- F. ESTABLISH PAY RATES** It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the following pay rates for the 2017-2018 fiscal/school year, effective July 1, 2017:

Substitute Teachers:	\$100.00 per day
Substitute School Nurses:	\$200.00 per day
Substitute Secretaries:	\$13.50 per hour
Substitute Paraprofessionals:	\$14.00 per hour
Substitute Lunchroom/Playground Teacher Aides	\$11.25 per hour
Substitute Sign Language Interpreters:	\$30.00 per hour
Substitute Custodians:	\$17.25 per hour
Instructional Review Teachers:	\$38.00 per hour
HELP Teachers:	\$25.00 per hour
Home/Individual Instructors	\$44.00 per hour

Explanatory Note: The daily compensation rate for Substitute School Nurses is currently \$175.00; an increase to \$200.00 per day is being recommended in order to make the Berkeley Heights pay rate more competitive with neighboring school districts. All other rates listed above are unchanged from the 2016-2017 fiscal/school year.
A roll call indicated unanimous approval.

G. APPROVE REPORT OF SUPERINTENDENT It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the report of the Superintendent regarding all acts of harassment, intimidation, and bullying in the Berkeley Heights Public Schools from May 11, 2017, through June 8, 2017.
A roll call indicated unanimous approval.

H. APPROVE SUBMISSION OF IDEA GRANT APPLICATION It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board approve the submission of the Fiscal Year 2018 Individuals with Disabilities Education Act (IDEA) grant application in the amount of \$514,093.00 for Basic and \$13,830.00 for Preschool to the New Jersey Department of Education. Funds received through this grant will be used to cover the cost of tuition for out-of-district placements in addition to providing financial resources needed for staff professional development, classroom supplies for existing and new programs, assistive technology, parent training, contracted services to students, guest speakers, and various student assessment tools.
A roll call indicated unanimous approval.

I. POLICIES/REGULATIONS It was motioned by Mrs. Kirsch and seconded by Mr. Smalley that the Board introduce for study and first reading of the following revised Policies:

Special Education 2460

Resource Materials 2530

Affirmative Action Program for Employment and Contract Practices 4122

A roll call indicated unanimous approval.

EDUCATION

Item A: All Board members. Item B: Berkeley Heights only.

A. APPROVE STUDENT FIELD TRIPS It was motioned by Dr. Crisonino and seconded by Ms. Reilly that the Board approve participation of district students and staff members in educational field trips as listed on Attachment D. _____

A roll call indicated unanimous approval.

B. APPROVE ABA PROGRAM CONSULTATION It was motioned by Dr. Crisonino and seconded by Ms. Reilly that the Board approve the Agreement with Carbone Clinic to provide ten (10) consultation days in assisting the Berkeley Heights Public Schools with continued implementation of recommendations provided by this organization after it evaluated the district's ABA/Autism program during the 2014-2015 school year. If approved, the cost of these consultation days would \$1,500.00 per day for a total expenditure of \$15,000.00; Individuals with Disabilities Act (IDEA) FY 2018 grant funding will cover this expense.

A roll call indicated unanimous approval.

PERSONNEL

Items A-W: All Board members. Items U-DD: Berkeley Heights only.

- A. APPROVE SUBSTITUTE/SUPPLEMENTAL PERSONNEL FOR 2016-2017 SCHOOL YEAR** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the substitute/supplemental personnel listed below for the 2016-2017 school year:

Teachers

Mahoney, Eleanor
Berkeley Heights, NJ

Souren, Spencer
Berkeley Heights, NJ

Home Instructor

Lanigan, Erin
Clark, NJ

Secretaries

Burke, Mariana
Berkeley Heights, NJ

Tisdale, Ashley
Berkeley Heights, NJ

A roll call indicated unanimous approval.

- B. APPROVE EMPLOYMENT OF SUMMER TECHNOLOGY ASSISTANT** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the following Summer Technology Assistant, as indicated:

Name

Louis Pitingolo

Employment Dates

7/1/2017-9/1/2017

Pay Rate

\$8.75 per hour

A roll call indicated unanimous approval.

- C. APPROVE SUBSTITUTE/SUPPLEMENTAL PERSONNEL FOR 2017-2018 SCHOOL YEAR** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the substitute/supplemental personnel listed on Attachment E for the 2017-2018 fiscal/school year.

A roll call indicated unanimous approval.

- D. APPROVE RE-EMPLOYMENT OF DATA ANALYST/ADMINISTRATOR** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-employment of Christina Zaun as Data Analyst/Administrator in the Berkeley Heights Public Schools for the 2017-2018 fiscal year, at the compensation rate of \$333.00 per day, for not more than 120 days during the 2017-2018 fiscal year.

A roll call indicated unanimous approval.

- E. APPROVE RE-EMPLOYMENT OF DISTRICT SUBSTITUTE CALLER** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-

employment of Erica Elmi as District Substitute Caller for the 2017-2018 fiscal year at the annual salary of \$9,282.00.

A roll call indicated unanimous approval.

- F. APPROVE RE-EMPLOYMENT OF TREASURER OF SCHOOL FUNDS** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-employment of Harold Kessler as Treasurer of School Funds for the Berkeley Heights Public Schools for the 2017-2018 fiscal year at the annual salary of \$6,750.00. A roll call indicated unanimous approval.
- G. APPROVE 2017-2018 EMPLOYMENT AND SALARIES OF DISTRICT ADMINISTRATORS** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of District Administrators for the 2017-2018 fiscal year, as listed on Attachment F. A roll call indicated unanimous approval.
- H. APPROVE 2017-2018 EMPLOYMENT AND SALARIES OF CENTRAL OFFICE PERSONNEL** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of Central Office Personnel for the 2017-2018 fiscal year, as listed on Attachment G. A roll call indicated unanimous approval.
- I. APPROVE 2017-2018 EMPLOYMENT AND SALARIES OF CUSTODIAL SUPERVISORS** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of Custodial Supervisors for the 2017-2018 fiscal year, as listed on Attachment H. A roll call indicated unanimous approval.
- J. APPROVE 2017-2018 EMPLOYMENT AND SALARIES OF CUSTODIANS AND MAINTENANCE STAFF** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and salaries of Custodians and Central Maintenance Staff members for the 2017-2018 fiscal year, as listed on Attachment I. A roll call indicated unanimous approval.
- K. APPROVE 2017-2018 EMPLOYMENT AND HOURLY PAY RATES OF TRANSPORTATION STAFF** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment and hourly pay rates of Transportation Staff members for the 2017-2018 fiscal year, as listed on Attachment J. A roll call indicated unanimous approval.

- L. APPROVE 2017-2018 AND 2018-2019 EMPLOYMENT CONTRACT ADDENDUM OF SUPERINTENDENT OF SCHOOLS** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the 2017-2018 and 2018-2019 fiscal year employment contract addendum of Judith A. Rattner, Superintendent of Schools (Attachment K).
A roll call indicated unanimous approval.
- M. APPROVE 2017-2018 EMPLOYMENT CONTRACT OF ASSISTANT SUPERINTENDENT** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the 2017-2018 fiscal year employment contract of Scott McKinney, Assistant Superintendent (Attachment L).
A roll call indicated unanimous approval.
- N. APPROVE 2017-2018 EMPLOYMENT CONTRACT OF SCHOOL BUSINESS ADMINISTRATOR** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the 2017-2018 fiscal year employment contract of Donna Felezzola, School Business Administrator/Board Secretary (Attachment M).
A roll call indicated unanimous approval.

- O. APPROVE EXTRA-CURRICULAR ACTIVITIES** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve extra-curricular activities, staff members, assignments and stipends for the 2017-2018 school year, as listed below:

<u>Governor Livingston High School</u>		2017-2018
<u>Activity/Position</u>	<u>Instructor/Supervisor</u>	<u>Stipend</u>
Band Director	Nicholas O’Sullivan	\$8,422.00
Assistant Band Director	Raymond Troxell	\$5,578.00
Assistant Band Director	Michael Mirabella	Volunteer
Assistant Band Director	Christopher Colaneri	Volunteer
Assistant Band Director	Josef Ellis	Volunteer
Assistant Band Director	Joseph Fontana	Volunteer
Pipe Band Director	Benjamin Bolger	\$2,804.00
Color Guard Instructor	Joseph Miceli	\$6,181.00
Assistant Soccer Coach (Boys)	Kevin Fontana	\$5,888.00
Cheerleader Coach (Fall)	Emily Stecher	\$3,902.00
Cheerleader Coach (Fall)	Briana Figueiredo	\$3,586.00
Assistant Football Coach	Ryan Baron	Volunteer
Assistant Football Coach	Anthony Amatucci	Volunteer
Head Wrestling Coach	Richard Ortega	\$9,944.00
Head Basketball Coach (Girls)	Vincent Gulbin	\$9,944.00
Head Basketball Coach (Boys)	Christopher Loeffler	\$9,944.00
Head Ice Hockey Coach	Matthew Anderson	\$9,944.00
Head Indoor Track Coach	Daniel Guyton	\$9,026.00
Head Fencing Coach	Michael Wang	\$8,414.00
Head Swimming Coach	David Closs	\$8,490.00
Cheerleader Coach (Winter)	Emily Stecher	\$4,367.00

<u>Columbia Middle School</u>		2017-2018
<u>Activity/Position</u>	<u>Instructor/Supervisor</u>	<u>Stipend</u>
Basketball Coach (Girls)	Michael Roof	\$4,915.00
Basketball Coach (Boys)	Christoph Kopal	\$4,080.00

A roll call indicated unanimous approval.

- P. APPROVE SUMMER 2017 EMPLOYMENT OF GUIDANCE SECRETARY** It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Yuthika Deva, 10-month Secretary in the Guidance Department of Governor Livingston High School, for a maximum of eight (8) days during Summer 2017 for the purpose of confirming visitations by college admissions representatives to the high school, updating the 2017-2018 school profile, and other Guidance-related tasks. Ms. Deva will be compensated at the per-diem rate of her 2017-2018 annual salary for completing this work.

A roll call indicated unanimous approval.

Q. APPROVE ADDITIONAL SUMMER CHILD STUDY TEAM EMPLOYMENT

It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the additional employment time for the Child Study Team and teaching staff members listed below during the summer months of 2017, for the purpose of completing student evaluations, conducting required meetings with parents/guardians, and providing other services as required by Individualized Education Plans (IEPs) of specific district students:

Child Study Team Members (to be paid at the per-diem rate of her/his 2017-2018 annual salary, not to exceed the total number of days listed):

Andrea Damato - 0.5 day (@ \$375.00 per day)

Sarah Fernandes - 6.75 days

Paul Grant - 1.0 day

Melissa Mohr - 1.5 days

Cynthia Manto - 1.0 day

Toby Marcus - 1.0 day

Peter Sempepos - 7.0 days

Steve Siebelts - 7.75 days

Susan Tennant - 0.5 day

Melinda Willson - 0.75 day

Teaching Staff Members (to be paid at the per-diem rate of Step 11c on the district 2017-2018 Teachers salary schedule, not to exceed the total number of days listed):

William Ayres - 1.0 day

April Burke - 1.0 day

Christine DiNoia - 1.0 day

Christopher Loeffler - 1.0 day

Karina Rodriguez - 1.0 day

Explanatory Note: The recommended employment time listed above is in addition to the Summer Child Study Team employment time approved by the Board of Education at its meeting on June 8, 2017.

A roll call indicated unanimous approval.

R. APPROVE SALARY ADJUSTMENTS FOR PROFESSIONAL GROWTH It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the salary adjustments listed below for the 2017-2018 school year based on the professional growth of the employees, effective September 1, 2017:

Marcie Hall: For completion of 30 credits beyond the Master's Degree, she will go from Step 10c, \$67,953.00, to Step 10e, \$75,945.00.

Nicholas O'Sullivan: For completion of 60 credits beyond the Bachelor's Degree, he will go from Step 10c, \$67,953, to Step 10d, \$72,918.00.

A roll call indicated unanimous approval.

S. APPROVE MATERNITY LEAVE FOR ERIN LANIGAN It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board grant a leave of absence for maternity/disability to Erin Lanigan as of December 2, 2017, using her accumulated unused sick days from December 2, 2017, through January 1, 2018. It is also recommended that the Board grant Ms. Lanigan an unpaid leave of absence in accordance with the New Jersey Family Leave Act from January 2, 2018, through April 8, 2018. It is anticipated that she will return to her position in the Berkeley Heights Public Schools on April 9, 2018. Ms. Lanigan is a Teacher of Special Education at Governor Livingston High School.
A roll call indicated unanimous approval.

T. HIRING SUSAN SAMPLE-DUFFY It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Susan Sample-Duffy of Basking Ridge as a Substitute/Replacement Teacher in the Berkeley Heights Public Schools for the 2017-2018 school year, effective September 1, 2017, through November 13, 2017. Mrs. Sample-Duffy earned both her Bachelor of Arts Degree in Secondary Education/English and her Master of Arts Degree in Educational Administration from Seton Hall University. She has nine years of public school teaching experience in addition to 13 years of experience as an adjunct professor on the community college level. Mrs. Sample-Duffy was employed as a Teacher of English at Governor Livingston High School from 1997 to 2003. Her salary will be \$63,448.00, Step 6c on the 2017-2018 Teachers salary schedule (prorated from September 1, 2017, to November 13, 2017).

Assignment: Governor Livingston High School - Teacher of English.

Certification: Standard Certificate - Teacher of English.

Explanatory Note: Mrs. Sample-Duffy is being recommended to replace a current staff member who will be out on a childcare leave of absence.

A roll call indicated unanimous approval.

U. APPROVE EMPLOYMENT OF PARAPROFESSIONALS FOR 2017-2018

It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of the following Paraprofessionals for the 2017-2018 school year, as indicated:

<u>Name</u>	<u>School</u>	<u>Hourly Pay Rate</u>	<u>Hours Per Day</u>	<u>Annualized Salary</u>
Appolonia, Catherine	MKM	\$15.31	6.75	\$18,911.68
Bassillo, Lisa	Columbia	\$23.83	8.0	\$34,887.12
Bendush, Lena	GLHS	\$15.31	7.0	\$19,612.11
Birriteri, Lisa	Columbia	\$15.31	7.0	\$19,612.11
Biskaduros, Ellen	MKM	\$16.68	6.75	\$20,603.97
Brown, Karin	Hughes	\$15.31	6.75	\$18,911.68
Cieslinski, Donna	Columbia	\$15.31	7.0	\$19,612.11
Colligan, Regina	Columbia	\$21.49	6.75	\$26,545.52
Coppola, Valentina	Woodruff	\$14.94	7.5	\$20,505.15
Corsentino, Michelle	Woodruff	\$15.31	6.75	\$18,911.68
Dasti, Nancy	MKM	\$14.94	6.75	\$18,454.64
Davey, Janet	Mt. Park	\$15.72	6.75	\$19,418.13
DePaola, Tereza	Columbia	\$24.65	6.75	\$30,448.91
Egan, Catherine	MKM	\$20.90	5.2	\$19,888.44
Elmi, Erica	Columbia	\$18.68	6.75	\$23,074.47
Ferragamo, Judith	Mt. Park	\$20.20	6.75	\$24,952.05
Friedenberg, Gail	Mt. Park	\$16.36	6.75	\$20,208.69
Gonnella, Ashley	GLHS	\$16.03	7.0	\$20,534.43
Guma, Wendy	GLHS	\$15.31	7.0	\$19,612.11
Haber, Patricia	Hughes	\$24.65	6.75	\$30,448.91
Hickman, Anna	GLHS	\$16.03	7.0	\$20,534.43
Iannone, Christine	Columbia	\$21.49	6.75	\$26,545.52
Jablonski, Amy	Mt. Park	\$14.94	6.75	\$18,454.64
Jayne, Janice	Columbia	\$14.94	7.0	\$19,138.14
Jensen, Jodi	Woodruff	\$15.31	6.75	\$18,911.68
Kenny, Jeannine	MKM	\$16.68	6.75	\$20,603.97
LaMaita, Susan	MKM	\$17.36	6.75	\$21,443.94
Lovit, Sharon	MKM	\$15.31	3.6	\$10,086.23
Lowenstein, Tracey	Woodruff	\$20.90	6.75	\$25,816.73
Lyness, Mary Grace	GLHS	\$15.31	7.0	\$19,612.11
Malhosky, Kathleen	GLHS	\$23.00	7.0	\$29,463.00
Manganiello, Colleen	Mt. Park	\$23.00	6.75	\$28,410.75
Marcazzo, Stefani	Mt. Park	\$15.31	7.0	\$19,612.11
Marszalek, Melissa	MKM	\$15.31	6.75	\$18,911.68
Martino, Michelle	Mt. Park	\$23.83	7.0	\$30,526.23
McAdam, Kelly	Columbia	\$14.60	7.0	\$18,702.60
Piatnochka, Denise	Woodruff	\$21.49	6.75	\$26,545.52
Pellew, Tiffany	GLHS	\$15.31	7.0	\$19,612.11
Perrotta, Gina	Woodruff	\$14.60	6.75	\$18,034.65

**U. APPROVE EMPLOYMENT OF PARAPROFESSIONALS FOR 2017-2018
(continued)**

<u>Name</u>	<u>School</u>	<u>Hourly Pay Rate</u>	<u>Hours Per Day</u>	<u>Annualized Salary</u>
Place, Linda	MKM	\$18.01	3.6	\$11,864.99
Politan, Samuel	GLHS	\$15.72	7.25	\$20,856.51
Pomo, Pamela	Columbia	\$16.68	6.75	\$20,603.97
Procaccini, Teresa	GLHS	\$16.68	7.0	\$21,367.08
Rubino, Alexa	GLHS	\$14.94	7.0	\$19,138.14
Sabella, Mary Ann	Woodruff	\$15.72	6.75	\$19,418.13
Schaefer, Marisa	MKM	\$15.72	5.2	\$14,959.15
Schendt, Rebecca	Columbia	\$14.94	7.0	\$19,138.14
Schendt, Tina	Columbia	\$16.68	6.75	\$20,603.97
Sherman, Marisa	Hughes	\$14.94	6.0	\$16,404.12
Simberg, Valerie	GLHS	\$14.94	7.0	\$19,138.14
Soares, Stephanie	Hughes	\$15.31	6.75	\$18,911.68
Stallone, Sharon	Woodruff	\$15.72	6.75	\$19,418.13
Sullivan, Lisa	Mt. Park	\$14.94	7.0	\$19,138.14
Vella, Carolyn	Columbia	\$20.90	7.0	\$26,772.90
Wahlers, Tracey	Mt. Park	\$14.94	6.75	\$18,454.64
Weinstein, Caroline	Columbia	\$14.94	7.0	\$19,138.14

A roll call indicated unanimous approval.

V. APPROVE RE-ASSIGNMENT OF TEACHING STAFF MEMBER It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the following re-assignment of personnel for the 2017-2018 school year, as indicated:

<u>Name</u>	<u>From</u>	<u>To</u>
Steven Buonaspina	Governor Livingston H.S. Teacher of Social Studies	Columbia Middle School Teacher of Social Studies

A roll call indicated unanimous approval.

W. APPROVE RE-EMPLOYMENT OF NON-TENURED STAFF MEMBERS

It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the re-employment of the following non-tenured staff members for the 2017-2018 school year, as indicated:

<u>Name</u>	<u>Assignment</u>	<u>2017-2018 Salary</u>
Emily Retsis	Grade 1 Teacher Mary Kay McMillin Early Childhood Center	\$55,551.00 Step 4a
Maria Zalokostas	Teacher of Social Studies Governor Livingston High School	\$55,024.00 Step 3a
Melany Martins	Substitute/Replacement Grade 2 Teacher Thomas P. Hughes School (Effective September 1, 2017, through December 11, 2017.	\$55,024.00 Step 2a (Prorated 9/1/2017- 12/11/2017)

Explanatory Note: Ms. Retsis served as a Substitute/Replacement Teacher during the 2016-2017 school year for a permanent staff member who was out on an unpaid leave of absence; that staff member has since resigned. Ms. Zalokostas served as a Substitute/Replacement Teacher for the past two school years for a permanent staff member who was out on an unpaid leave of absence; she is now being recommended to replace a staff member who is being re-assigned to another school (Personnel Item V). Ms. Martins served as a Substitute/Replacement Teacher during the 2016-2017 school year for a permanent staff member who was out on a maternity/disability and childcare leave of absence; she is being recommended to continue in that same assignment. A roll call indicated unanimous approval.

X. APPROVE EXTENSION OF UNPAID CHILDCARE LEAVE OF ABSENCE It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the request of Gina Roof to extend her unpaid childcare leave of absence through the 2017-2018 school year. It is anticipated that she will return to her position in the Berkeley Heights Public Schools on September 1, 2018. Mrs. Roof is a Part-Time Kindergarten Teacher at Mary Kay McMillin Early Childhood Center.

Explanatory Note: The Board of Education approved Mrs. Roof's initial request for a leave of absence at its meeting on June 29, 2016; her previous anticipated date of return had been September 1, 2017.

A roll call indicated unanimous approval.

Y. HIRING ROBERTA GUTCH It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the employment of Roberta Gutch of Berkeley Heights as a Substitute/Replacement Teacher in the Berkeley Heights Public Schools for the 2017-2018 school year. Mrs. Gutch earned her Bachelor of Arts Degree in Public Administration from Miami University and she received her Master of Public Administration Degree from The Pennsylvania State University. She completed her teacher certification coursework through Caldwell University. Mrs. Gutch has over five years of public school teaching experience, including two and one-half years as a Substitute/Replacement Teacher in the Berkeley Heights Public Schools, and she has served as a Paraprofessional at Columbia Middle School for the past four years. Her salary will be \$63,448.00, Step 6c on the 2017-2018 Teachers salary schedule.

Assignment: Columbia Middle School - Teacher of Special Education (Substitute/Replacement).

Certification: Standard Certificates - Elementary School Teacher; Elementary School Teacher with Subject Matter Specialization: Language Arts/Literacy in Grades 5-8; Elementary School Teacher with Subject Matter Specialization: Social Studies in Grades 5-8. Certificate of Eligibility - Teacher of Students with Disabilities.

Explanatory Note: Mrs. Gutch is being recommended to replace a permanent staff member who will be out on a childcare leave of absence.

A roll call indicated unanimous approval.

Z. APPROVE ASSIGNMENT OF TITLE I SALARIES It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the final assignment of NCLB FY 2017 Title I funds for the purpose of paying the following instructional salaries during the 2016-2017 school year:

<u>Name</u>	<u>Amount</u>
Donna DeLuca-Whitsitt	\$32,472.72
Kim McLeod	\$30,379.55
Karen Porzio	\$29,147.73

A roll call indicated unanimous approval.

AA. APPROVE ADDITIONAL/REVISED EMPLOYMENT TIME FOR SUMMER SCHOOL STAFF MEMBERS It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the following additional and revised employment times for district staff members in the 2017 Berkeley Heights Remedial Summer School Program and Summer Special Education Extended School Year Program:

Paraprofessionals @ \$17.00 per hour

<u>Name</u>	<u>Maximum Hours of Employment</u>
Martins, Melany	42
McGlynn, Christopher	32
Sabella, Mary Ann	32

Substitute Personnel

(Teachers @ \$35.00 per hour;
Paraprofessionals @ \$17.00 per hour.)

DeLauro, Gina
Hall, Marcie

Related Services Providers

(To be compensated at the per-diem rate of her 2017-2018 annual salary. This approval of employment supersedes the approval from the June 8, 2017, Board of Education meeting):

<u>Name</u>	<u>Maximum Employment</u>
Danielle Ayer	6.25 days
Ann Bird	3.75 days
Ilene Gerstenfeld	7.5 days
Joanna Trainor	6.0 days
Melinda Willson	6.5 days

A roll call indicated unanimous approval.

BB. APPROVE REVISED SALARY FIGURE It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the following revised annual salary figure for the 2017-2018 school year, as indicated:

<u>Name</u>	<u>Position</u>	<u>2017-2018 Annual Salary</u>
Ellen Massa	Teacher Thomas P. Hughes School	\$94,175.00 Step 18Ac+L

Explanatory Note: This revised salary figure reflects the inclusion of the 20-year longevity stipend, as per the negotiated Agreement between the Board of Education and Berkeley Heights Education Association.

A roll call indicated unanimous approval.

CC. APPROVE REVISED EMPLOYMENT CONTRACT It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board approve the revised employment contract for the following non-tenured staff member for the 2017-2018 school year, as indicated:

<u>Name</u>	<u>Assignment</u>	2017-2018 <u>Employment/Salary</u>
Lisa White	Part-Time	70% of full time
	Substitute/Replacement	\$42,939.40
	School Counselor	Step 1c
	Thomas P. Hughes School/ Columbia Middle School	

Explanatory Note: Mrs. White is being recommended for one (1) additional day of employment time per week (an increase from 50% of full time to 70% of full time) so that she may provide needed support services to students at Columbia Middle School level as well as to those students at Thomas P. Hughes School.
A roll call indicated unanimous approval.

DD. SUPERINTENDENT’S GOALS It was motioned by Mr. Smalley and seconded by Mrs. Kirsch that the Board of Education approve the successful completion of the Superintendent’s Goals, and

BE IT RESOLVED, that the Berkeley Heights Board of Education has determined that two quantitative goals and one qualitative goal as indicated on Attachment N established for the 2016-2017 school year, for Judith A. Rattner, Chief School Administrator, have been satisfied to date, and

BE IT FURTHER RESOLVED, that the Business Administrator/Board Secretary shall forward a certified copy of this resolution to the Union County Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1; and

BE IT FURTHER RESOLVED, that upon receipt of confirmation of satisfaction of the above goals from the Union County Superintendent of Schools, the applicable Merit Bonus provisions of the Superintendent’s contract shall be paid.
A roll call indicated unanimous approval.

BUSINESS

Items A-K: All Board Members. Item L: Berkeley Heights Only.

- A. **APPROVE MEDICAL AND DENTAL INSURANCE PROVIDER AND RATES** It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education renew the existing health care (PPO, POS and HSA) and dental insurance policies (PPO and HMO) with CIGNA for the 2017-2018 fiscal year, effective July 1, 2017, for the categories and premiums as follows:

PPO/TRADITIONAL MEDICAL	
Single	\$1,371.01
Employee & Spouse	2,575.11
Parent/Child	2,035.23
Family	2,877.19
POINT OF SERVICE PROGRAM	
Single	\$1,255.06
Employee & Spouse	2,370.49
Parent/Child	1,890.75
Family	2,599.40
HEALTH SAVINGS ACCOUNT	
Single	\$ 736.95
Employee & Spouse	1,801.72
Parent/Child	1,375.81
Family	2,156.64

A. APPROVE MEDICAL AND DENTAL INSURANCE PROVIDER AND RATES (continued)

PPO/TRADITIONAL DENTAL	
Single	\$ 55.59
Family	133.28
DENTAL DHMO	
Single	15.63
Family	42.24

Explanatory Note: This represents at an overall 6.78% increase in premiums for the 2017/2018 school year.

A roll call indicated unanimous approval.

B. APPROVE TRANSFER OF FUNDS TO CAPITAL RESERVE It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education approve the following resolution:

WHEREAS, N.J.S.A. 18A:21-2 and N.J.S.A. 18A:7G-13 permit a Board of Education to establish and/or deposit into certain reserve accounts at the end of the year and,

WHEREAS, the aforementioned statutes authorize procedure, 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 Berkeley Heights Board of Education wishes to deposit anticipated excess current revenues and/or unexpended appropriations into a Capital Reserve account at year end, and

WHEREAS, the Berkeley Heights Board of Education would like to deposit an amount not to exceed \$300,000.00 into the Capital Reserve Account. The final amount of the transfer will be determined once the audit is completed and the final excess surplus amount is determined.

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

A roll call indicated unanimous approval.

C. PREPARE AND PAY JULY AND AUGUST BILL LIST/TRANSFERS It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education grant authority to the School Business Administrator/Board Secretary to prepare and pay July 2017 and August 2017 bill lists, and make transfers as necessary for completion of the 2016-2017 school year and for the current operation of the 2017-2018 school year. All such activities will be affirmed by the Board of Education at the next scheduled meeting. A roll call indicated unanimous approval.

D. AWARD CONTRACT FOR FIRE, SECURITY, ELEVATOR ALARM INSPECTIONS, MAINTENANCE AND REPAIRS It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education award a contract for Fire, Elevator Alarm Inspections, Maintenance and Repairs in the district to the apparent low bidder, Fire Control Electrical Systems, for fire alarm yearly inspections in the amount of \$8,105.00 per year and repairs at \$90.00 per hour and \$130.00 per premium hour.

Contractor	Alarm Inspection	Hourly Rate	Premium Hourly Rate
Fire Control Electrical Systems	\$8,105.00	90.00	130.00
A.C Daughtry, Inc.	\$8,511.00	105.00	175.00
Fire and Security Technology	\$3,200.00	90.00	135.00

Explanatory Note: Bids were opened on June 1, 2017. Contract not awarded to Fire and Security Technology as they did not meet the bid requirements. A roll call indicated unanimous approval.

E. APPROVE LAWN SERVICES CONTRACT It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education approve lawn services at all schools in the district to TruGreen Commercial, for fall and spring services in the amount of \$19,491.00, through the Somerset County Co-Operative Pricing Agreement. A roll call indicated unanimous approval.

F. APPROVE PURCHASE AND INSTALLATION OF SECURITY WINDOW FILM

It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education authorize the purchase and installation of security window film at all schools by Window Film Depot, in an amount not to exceed \$30,000.00, through the Education Services Commission of New Jersey.

A roll call indicated unanimous approval.

G. APPROVE SUBMISSION OF SCHOOL FACILITIES PROJECTS

It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education approve the submission for review and approval to the New Jersey Department of Education school facilities projects, to amend the Long Range Facilities Plan as follows:

School	Project
Governor Livingston High School	Secure Vestibule and Track and Field Upgrades
Columbia Middle School	Secure Vestibule Upgrades
Mary Kay McMillin Early Childhood Center	Secure Vestibule Upgrades
Thomas P. Hughes Elementary School	Secure Vestibule Upgrades
Mountain Park Elementary School	Secure Vestibule Upgrades
William Woodruff Elementary School	Secure Vestibule Upgrades

Funding is not required for these projects.

Explanatory Note: This resolution was originally approved on April 6, 2017, and is being revised to reflect the required New Jersey Department of Education Language.

A roll call indicated unanimous approval.

H. ACCEPT DONATION

It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education accept a donation a Black Pearl Soundcheck drumset, including assorted cymbals, stands and thrones, valued at \$1,000.00, from Mr. Robert Kaylor and family of Berkeley Heights.

A roll call indicated unanimous approval.

I. APPROVE COORDINATED TRANSPORTATION SERVICES

It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education approve a contract with the Warren Township Board of Education to provide transportation services for the Extended School Year 2016-2017 for \$1,075.60 and the Regular School year 2016-2017 for \$5,393.07.

A roll call indicated unanimous approval.

- J. APPROVE LICENSING AND MAINTENANCE FEE FOR EDUCATION DATA SERVICES, INC.** It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education approve the payment of \$12,600.00 to Education Data Services, Inc. for the licensing and maintenance fees for the 2017-2018 school year. The amount includes the Right to Know Services.
A roll call indicated unanimous approval.
- K. APPROVE USE OF FACILITIES FEE SCHEDULE** It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education approve the updated Use of Facilities Fee Schedule as listed on Attachment O.
A roll call indicated unanimous approval.
- L. APPROVE ASBESTOS REMOVAL CONTRACT** It was motioned by Ms. Reilly and seconded by Mr. Smalley that the Board of Education approve an asbestos removal contract in the amount of \$5,950.00 with Lesco Services, Inc. for the removal of asbestos from Columbia Middle School as part of the secure vestibule project.
A roll call indicated unanimous approval.

FINANCE

Item A: All Board members. Item B-C: Berkeley Heights only.

- A. PAYMENT OF BILLS** It was motioned by Mrs. Kirsch and seconded by Dr. Crisonino that the Board of Education approve for payment the bills as listed on the bill lists as follows:

Payroll	6/15/17	\$1,865,850.17
	6/20/17	1,942,958.81
Accounts Payable	6/27/17	771,921.86
Total		\$4,580,730.84
Lease Purchase Payments	May 2017	\$47,202.60
	May 2017	57,797.40

A roll call indicated unanimous approval.

B. APPROVAL OF BOARD SECRETARY'S REPORT It was motioned by Mrs. Kirsch and seconded by Dr. Crisonino that the Board of Education, pursuant to N.J.A.C. 6A:23A-2.3, certifies that as of May 2017 after review of the Board Secretary's monthly financial report (appropriations section) and upon consultation with appropriate district officials, to the best of our knowledge no major account or fund has been over expended in violation of N.J.A.C. 6A:23A-2.3, and sufficient funds are available to meet the district's financial obligations for the remainder of the year.
A roll call indicated unanimous approval.

C. APPROVAL OF TRANSFERS It was motioned by Mrs. Kirsch and seconded by Dr. Crisonino that the Board of Education authorize transfers for May 2017.
A roll call indicated unanimous approval.

FINAL CITIZENS HEARING

There was no one who wished to be heard at this time.

OTHER BUSINESS

Mrs. Felezzola reviewed the 2017-2018 anticipated contracts to be renewed, awarded, or to expire during the school year as per PL 2015, Chapter 47.

Mr. Cassano asked about changes to the HIB report. He suggested a repeat offense column and including dates and months for previous offenses. We should identify consequences and remedial actions for each item and state the basis for the determination.

Mrs. Rattner said we are looking at a program to report issues.

Ms. Reilly agrees with Mr. Cassano and would like more information. She suggested getting the attorney's input regarding board governance and issues with having too much information.

Mr. Robert Cianciulli would like more focused information and suggested a checklist.

Mrs. Rattner will look at this and retrain employees to be consistent in reporting information.

The board discussed how HIB cases are different than code of conduct issues.

Mr. Reinstein is concerned with parents understanding of HIB.

Ms. Reilly suggested presenting code of conduct information along with HIB information

ADJOURNMENT

It was moved by Mr. Cassano and seconded by Mr. Smalley that the meeting be adjourned to Executive Session. No action will be taken after Executive Session.

Motion carried.

The meeting was adjourned at 10:00 PM.

Respectfully submitted,



Donna A. Felezzola

School Business Administrator/Board Secretary

**BERKELEY HEIGHTS BOARD OF EDUCATION
COMBINED CONFERENCE AND REGULAR MEETING
MINUTES
JUNE 11, 2020**

CALL TO ORDER

The Regular Meeting of the Berkeley Heights Board of Education was called to order on Thursday, June 11, 2020, 2020 at 5:30 PM via the media platform ZOOM by the Board President, Mr. Reinstein.

ROLL CALL

A roll call indicated the presence of the following members:

Mrs. Penna, Mr. D'Aquila, Mr. Gioia, Ms. Reilly, Mr. Cassano, Dr. Crisonino, Mrs. Kirsch and Mr. Reinstein. At 6:30 pm, Dr. Varley, Mr. McKinney and Mrs. Felezzola joined the meeting.

STATEMENT

On June 8, 2020, this body by resolution adopted the schedule for this meeting. The time, date and location of this meeting were accurately set forth therein.

On June 8, 2020, this notice was provided to all schools, all PTO Presidents, the BHEA President and posted at the Administration Building. On the same date a copy was emailed to the Public Library, TAP into Berkeley Heights, the Courier News and filed with the Municipal Clerk to file and post at Town Hall. The meeting will also be announced on the District Sign at Columbia School.

This board meeting will be live-streamed on the media platform ZOOM and posted on BHPS Media via YouTube. Only the public portion of the meeting will be live and recorded. The discussions and actions of the board, the presentations and the comments from the public will be recorded. This is not an official record of the meeting; the written minutes are still the official record of the Board meeting.

ADJOURN TO EXECUTIVE SESSION

It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board of Education adjourn to executive session, Motion carried.

WHEREAS, the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.) expressly provide that a public body may move into Executive Session and exclude the public from that portion of a meeting at which the public body discusses any of the nine areas set forth in N.J.S.A.10:4-12b; and

ADJOURN TO EXECUTIVE SESSION (continued)

WHEREAS, the Berkeley Heights Board of Education has determined it necessary to move into Executive Session to discuss the following subjects, all of which are included in the aforesaid exceptions: Personnel - Successful Completion of Superintendent's Goals, 2020-2021 Employment and Salaries of District Administrators, Revised Date of Return from Leave of Absence, Employment of Summer Technology Assistants, Summer Guidance Employment, Summer Athletics/Health Services Employment, Summer Child Study Team Employment, Summer School Employment, Resignation, Employment of Interim Assistant Principal, Appointments, Transfer of Personnel, Extension of Unpaid Leave of Absence, Revised Employment Contract, Re-Employment of Non-Tenured Teachers; Evaluation of Superintendent; Student Matters; Negotiations with BHEA.

NOW THEREFORE BE IT RESOLVED by the Berkeley Heights Board of Education that it does hereby move into Executive Session pursuant to N.J.S.A.10:4-12b to discuss the aforesaid matters; and

IT IS FURTHER RESOLVED that the aforesaid discussions shall be made public either at the Public Meeting following said Executive Session or at such time as any litigated or personnel matters are concluded; or upon conclusion of any negotiations or related discussions; or as otherwise specified; and

IT IS FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

RETURN TO PUBLIC SESSION

It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board of Education return to Public Session. Motion carried.

FLAG SALUTE

Mr. Reinstein led the board and the public in the Pledge of Allegiance.

Mr. Reinstein opened the meeting sharing his thoughts, stating that safety is our highest priority. He is saddened and angered by the death of George Floyd and the countless others. We will not tolerate any racial discrimination in our district. Racism is learned and can be unlearned. Our core values are Inspire, Include and Empower, are not just words, but we believe in who we are and what we want our students to become. This is just the beginning of many difficult conversations we must have regarding racial injustice in our country, but they are absolutely necessary.

APPROVAL OF MINUTES

It was moved by Dr. Crisonino and seconded by Mr. Cassano that the Board of Education approve the minutes of the Combined Conference & Regular Meeting and Public Meeting to Adopt Budget held May 7, 2020 and the Regular Meeting held May 27, 2020. Motion carried.

CORRESPONDENCE

The correspondence as listed on the agenda had been provided to the Board for their review and information:

- Email from Mr. R. Nixon; RE: Grossman Family Donation
- Letters from Highlander Booster Club, Berkeley Heights PAL, and Highlander Football Club; RE: Donation to pay for Friday Night Lights football game.

REPORT OF THE STUDENT REPRESENTATIVES

Alexander Janiak reported the following:

Remote learning, it's still going really well. Online AP exams went smoothly, apart from the problems with the College Board system that didn't allow some test takers to submit. However, an option for email submission was released in the second week of exams to counteract this problem.

Apart from that, Alex said he has heard from students that the end of the year came much quicker than expected.

Emily Haines reported the following:

There is not much to report regarding sports. Senior sports posters have been hung along the fences at Memorial Park in town for all to see.

Students are excited about the end of the year. As restrictions are being lifted everyone is hopeful for a semi-normal summer. Everyone was excited about how the school decided to end the year with just days for makeup and review, giving ease to the school year.

REPORT OF THE SUPERINTENDENT

Dr. Varley began her report recognizing the many momentous things that have been happening lately. She recognizes that change is on the horizon, and stated that she is a proponent of change and of people. She looks forward to being a part of this change and making our world, our community, and our schools a better place.

Dr. Varley continued to report that on Tuesday, there was a Civil Unrest Roundtable held with Berkeley Heights Police Chief DiPasquale and it was very well attended. The students submitted a great deal of questions and Mr. Hopkins, our Social Studies Supervisor, went through and categorized them and folded some questions into one. Some of the biggest thoughts that came out of this was: We need to embrace our students' differences, our students are leading the charge for change when it should be us, as adults, who see a need for change.

Dr. Varley also attended a Lunch and Learn that was provided by the Sexuality and Gender Acceptance Club. It was very informative, and she was thrilled to have been invited. She stated that she learned so much! She added that she believes that we can embrace all diversity, and feels that all that she mentioned goes back to Include, Inspire, Empower. It is our mission to ensure that all of our students are included in every aspect of our community.

REPORT OF THE SUPERINTENDENT (continued)

Recognition of 2019-2020 Student Representatives to the Board of Education

Dr. Varley read a resolution recognizing Alexander Janiak for serving as a student representative on the Board of Education for the last two years.

Mr. Reinstein read a Resolution recognizing Emily Haines for serving as a student representative on the Board of Education over the last year.

Recognition of Student Achievers from Governor Livingston High School

Members of the Governor Livingston High School Administration, and district Supervisors, recognized Student Achievers from Governor Livingston High School.

Report on Incidents of Violence, Vandalism, Substance Abuse, Harassment, Intimidation and Bullying for the period of September 1, 2019, through December 31, 2019

Mrs. Christina Zaun, District Anti-Bullying Coordinator, reported on the semi-annual Harassment, Intimidation and Bullying (HIB) Report. Included in the report is a self-assessment report completed by each building at the end of the school year. The self-assessment provides information on how well the school administrators respond to and investigate complaints; district self-assessment scores dropped slightly from 94% to 92%.

Mrs. Zaun added that both investigations and confirmed cases were slightly lower in the 1st Period of 2019-20 than they were compared to the previous year. Investigations were down 2 from 37 to 35, and Confirmed Cases were down 2 from 14 to 12.

Student Achievement Presentation

Mr. Scott McKinney, Assistant Superintendent, the district's administrative team presented the Student Achievement Dashboard, comparing the district's performance as measured against comparable school districts in the state.

At GLHS, our dashboard rank improved in four of the nine categories. Improvements include ACT scores, AP Passing and Participation Rates; areas of focus continue to be NJSLA scores in Math and ELA, and a drop this past year in SAT scores

Updates include revised middle school curriculums to help build foundational knowledge and curricular consistency in math, and English strategies classes utilized short creative writing activities and greater use of CommonLit.org.

At CMS, our dashboard summary includes being in the Top 1/3rd ranking in five of the eight categories; strengths include 7th and 8th grade Math and ELA, whereas our 6th grade cohort will continue to be an area of focus.

REPORT OF THE SUPERINTENDENT (continued)

Areas of focus next year include collaborative math professional development with Mountainside, additional ELA targeting of student needs using CommonLit.org and Grammar101, further expand our OpenSciEd offerings and completion of a gap analysis to ensure students have had exposure to all standards during the transition, and launch of district's Social Emotional Learning Framework.

Dr. Crisonino stated it is great that we are working closely with Mountainside. He wanted more information on the social emotional programs and the academies.

Mr. McKinney responded that the SEL framework developed by the guidance team will be provided through professional development. It is a shared responsibility. The academies are in the design phase. There will be more information next year.

Dr. Crisonino asked about the regression of students when they return to school in September. What are the plans to bring students up to where they would have been?

Mr. McKinney replied that the middle school and high school supervisors and the elementary principals have collaborated on plans. They are collecting baseline data and they will develop plans.

Ms. Reilly asked how long for gap assessment?

Mr. McKinney the priority will be to make progress in the next year. It may be a two-year process.

Mr. Cassano stated that he is glad to hear this is a multi-year response. It is an issue that will ripple through.

Mr. McKinney added that we will have to perform our own assessments.

Mr. D'Aquila asked about voluntary self-assessment.

Mr. McKinney responded that we will have some of this data from current activities-what do we want to measure and how.

Mrs. Penna asked how AP classes were impacted.

Mr. McKinney responded that the College Board focused the test on what should have been learned prior to March 16.

Mr. Nixon added that they are cautiously optimistic. Teachers worked hard to prepare students. The test administration was challenging.

Mr. Reinstein thanked the administrative team.

REPORT OF THE SUPERINTENDENT (continued)

Dr. Varley met with Mark Schwartz, Superintendent of the Madison District which has a feeder district, Harding Township, similar to our relationship with Mountainside. We will partner with Madison and create teams to plan our reopening and will address all of the items that we have discussed. We will start planning after the end of this school year.

LIAISON REPORTS

Mr. Cassano stated that the BOE and BHEA have come to an agreement and expect to have an MOA with the custodians, maintenance and transportation workers. We expect the contract to be four years as is currently with the teachers and administrators.

Mrs. Kirsch stated that the Environmental Commission received 1,000 trees to distribute. They distributed 750 on Saturday morning at CMS. The rest will be going to the fourth graders in the district, as is tradition in the for many years, to celebrate Arbor Day.

Mrs. Kirsch also reported that NJ School Boards is compiling best practices for virtual learning.

Mrs. Kirsch added that both the delegates assembly and the workshop will be held virtually. There are usually 3,000 people at Workshop, quite an undertaking.

School Leader has an awards program this year they will showcase remote learning. Our district nailed it, hoping someone can do the application to apply for that award. We did an excellent job and deserve the recognition.

UCES are moving forward with summer programs virtually

Terry Foppert, UCES Superintendent, shared her intent to retire August 31, 2020. She has moved the commission in many positive directions.

FACILITIES REPORT

Mrs. Felezzola reported that the replacement of the HVAC unit at GL has been completed.

We have been focusing our efforts on increasing the airflow in the schools. We have stepped up our efforts to repair and replace roof top fans. Both our maintenance staff and a vendor have been repairing and replacing roof top fans. We have made significant progress. There are some areas where the replacement project is larger than we can handle and tonight we are approving a contract for the replacement of two fans at CMS.

Tonight we are also approving contracts for 2 of the capital projects included in the budget: paving repairs and floor tile replacement at GLHS in the guidance office and a classroom.

It was motioned by Mrs. Kirsch and seconded by Mr. Gioia to accept the Superintendent's Report. Motion carried.

PRELIMINARY CITIZENS HEARING

Mrs. Elizabeth Kane, Berkeley Heights, is the BHEF president. The BHEF will sponsor an Honors program, previously known as the Tribute, to raise money. The group voted to modify the gifts and grants to be more fluid and to act quickly if there are any needs due to the pandemic.

Ms. Emily Ramos is a parent at MKM ECC and Hughes and has a three-year-old. She appreciated the messages to parents from school leadership about the recent events. Silence is not an option. What are the plans for teachers and principals to discuss in the elementary schools on the local and national efforts for racial justice and equality? Her daughter is eager to hear from her teacher on this issue.

Ms. Ramos continued, speaking on behalf of Ms. Ramya Kasthuri, Berkeley Heights, a parent with students at MKM ECC and Mountain Park, who believes it is important to discuss directly with the students about this issue. How will our children, especially our black children, know that they are being supported? Parents are doing their best to speak with their children, as is the town, but the students have not yet heard from their principals or their teachers. She wouldn't want that silence to send an unintended message.

Dr. Varley responded that last week the counselors at the middle school and high school reached out to the students. In the elementary schools, we don't email the students directly. Dr. Varley has gone back and forth with some parents about this. She is discussing this with the principals; she stated that she wouldn't have my teachers in a position to have a very sensitive conversation unless they felt very comfortable. We are trying to find the best way to handle this.

Mr. Cassano asked for clarification.

Dr. Varley said in the elementary schools, the parents were emailed by the counselors to see if the children were having issues.

Ms. James Bryant, Berkeley Heights, has three children in the district. As a black parent, the silence was offensive. We missed an opportunity to reach out to parents of black parents to show support. To ask "how are you and your family doing, how can we help?"

Mrs. Kane has children in CMS and GLHS. She has discussed the news and events. She asked how we are planning to educate students about other races that make up this country. Are we evaluating everything, especially at the lower grade level?

Dr. Varley stated that we will have to evaluate how the K-5 curriculum addresses race and culture. We will work to be more inclusive. We are holding training for students and staff.

Mrs. Susan Poage, Berkeley Heights and teacher at MKM ECC, stated that social justice education is taught to her students every day. Her students have diversity discussions often. We have to be open and look for bias.

ADMINISTRATION

Items A-H: All Board members.

- A. AUTHORIZE SUPERINTENDENT OF SCHOOLS** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board authorize Dr. Melissa Varley, Superintendent of Schools, to appoint and offer employment contracts to those candidates who are chosen to fill vacancies that must be staffed prior to the 2020-2021 school year. It is also recommended that the Board authorize Dr. Melissa Varley to enter into contracted services agreements on behalf of the school district if such action is needed prior to the beginning of the 2020-2021 school year. The Board of Education will be asked to confirm these personnel appointments and contracted services agreements during its subsequent scheduled public meetings.
A roll call indicated unanimous approval.
- B. APPROVE SCHOOL HEALTH-RELATED CLOSURE PLANS CHECKLIST** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the School Health-Related Closure Plans Checklist for the Berkeley Heights Public Schools, as updated on May 4, 2020, and as approved by the Union County Interim Executive Superintendent of Schools; a copy of which is on file with the Superintendent.
A roll call indicated unanimous approval.
- C. DISTRICT POLICIES** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the following new policy after this second reading:
- Practice and Pre-Season Heat Acclimation for School Sponsored Athletics and Extra-Curricular Activities 2431.3.
- A roll call indicated unanimous approval.
- D. APPROVE RESOLUTIONS HONORING ALEXANDER JANIAC AND EMILY HAINES** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board approve the Resolutions honoring Alexander Janiak and Emily Haines of Governor Livingston High School, who have served as Student Representatives to the Board of Education during the 2019-2020 school year (Attachment A).
A roll call indicated unanimous approval.
- E. ACCEPT AND APPROVE SEMI-ANNUAL REPORT OF VIOLENCE, VANDALISM, SUBSTANCE ABUSE, HARASSMENT, INTIMIDATION AND BULLYING** It was moved by Dr. Crisonino and seconded by Mr. D'Aquila that the Board accept and approve the semi-annual District Report of Violence, Vandalism, Substance Abuse, Harassment, Intimidation and Bullying for the period of September 1, 2019, through December 31, 2019, as submitted to the New Jersey Department of Education via the Student Safety Data System (SSDS) (Attachment B).
A roll call indicated unanimous approval.

F. APPROVE AGREEMENT WITH PETER GORMAN LEADERSHIP CONSULTANTS It was moved by Dr. Crisonino and seconded by Mr. D’Aquila that the Board approve the Agreement with Peter Gorman Leadership Associates to provide consulting services to District Administrators, as follows:

Phase 1 (April 1, 2020, through June 30, 2020) - Consulting, telephone, and e-mail support for up to three days at the cost of \$6,750.

Phase 2 (July 1, 2020, through June 30, 2021) - Consulting for up to 10 days of service at the cost of \$22,500, plus reasonable and necessary travel-related expenses to be reimbursed at an amount not to exceed to \$8,000.

A roll call indicated unanimous approval.

G. APPROVE REPORT OF SUPERINTENDENT It was moved by Dr. Crisonino and seconded by Mr. D’Aquila that the Board approve the report of the Superintendent regarding all acts of harassment, intimidation, and bullying in the Berkeley Heights Public Schools from April 23, 2020, through May 7, 2020.

A roll call indicated unanimous approval.

H. APPROVE USE OF VACATION DAY ALLOWANCE BY BERKELEY HEIGHTS ADMINISTRATORS ASSOCIATION MEMBERS THROUGH AUGUST 31, 2020 It was moved by Dr. Crisonino and seconded by Mr. D’Aquila that the Board approve the following:

WHEREAS, during this time of the COVID-19 pandemic, members of the Berkeley Heights Administrators Association have been required to work on a daily basis and did not have the opportunity to exhaust their allotment of vacation days from the 2019–2020 fiscal year; and

WHEREAS, those vacation days expire on June 30, 2020; and

NOW, THEREFORE, BE IT RESOLVED that the Superintendent is granted discretion by the Board of Education to authorize the extended use of accumulated vacation days from the 2019–2020 fiscal year through August 31, 2020, by Berkeley Heights Administrators Association members who were not able to use their accumulated vacation days during the current school year due to the essential nature of work they performed during the pandemic.

A roll call indicated unanimous approval.

EDUCATION

Items A-E: All Board members. Item F: Berkeley Heights only.

- A. APPROVE ADDITIONAL OUT-OF-DISTRICT EXTENDED SCHOOL YEAR PLACEMENT** It was moved by Mr. Gioia and seconded by Mr. Cassano that the Board approve the additional Special Education Out-of-District Extended School Year placement for 2020-2021 as listed below, plus transportation, as recommended by Mrs. Michele Gardner, District Director of Special Services, and the district's Child Study Team:

<u>Student ID</u>	<u>Placement</u>	<u>Tuition</u>
9051173261	Newmark High School	\$5,541.49

Explanatory Note: The Board of Education had approved the initial list of out-of-district Extended School Year placements at its meeting on May 7, 2020.

A roll call indicated unanimous approval.

- B. APPROVE SPECIAL EDUCATION PLACEMENTS FOR 2020-2021** It was moved by Mr. Gioia and seconded by Mr. Cassano that the Board approve the Special Education out-of-district placements for the 2020-2021 school year as listed on Attachment C, plus transportation where applicable, as recommended by Mrs. Michele Gardner, District Director of Special Services, and the district's Child Study Team.

A roll call indicated unanimous approval.

- C. APPROVE ENROLLMENT OF NONRESIDENT SPECIAL EDUCATION STUDENTS IN THE BERKELEY HEIGHTS PUBLIC SCHOOLS FOR 2020-2021**

It was moved by Mr. Gioia and seconded by Mr. Cassano that the Board approve the enrollment of the nonresident Special Education students listed on Attachment D in the Berkeley Heights Public Schools for the 2020-2021 school year, on a tuition basis, as recommended by Mr. Kevin Morra, District Supervisor of Special Education, and Mrs. Michele Gardner, District Director of Special Services.

A roll call indicated unanimous approval.

- D. APPROVE AGREEMENT WITH NEW JERSEY COALITION FOR INCLUSIVE EDUCATION** It was moved by Mr. Gioia and seconded by Mr. Cassano that the Board approve the Agreement with the New Jersey Coalition for Inclusive Education, Inc., to provide 4.5 days of training/consulting to Berkeley Heights Public Schools staff members at the total cost of \$7,400 during the 2020-2021 school year, as the district continues to work toward achieving the Strategic Planning goal of increasing general education opportunities for students with disabilities. Individuals with Disabilities Education Act (IDEA) grant funding will cover the cost of these professional development services.

A roll call indicated unanimous approval.

E. APPROVE AGREEMENT FOR ABA CONSULTATION SERVICES It was moved by Mr. Gioia and seconded by Mr. Cassano that the Board approve the Agreement with Andrea Fontana, BCBA, of Advantage ABA, to provide consultation to Berkeley Heights Public Schools case managers, teachers, paraprofessionals, and parents during the 2020-2021 school year regarding students with behavioral needs, multiple disabilities and autism. Ms. Fontana would provide these services for up to 80 total hours at the compensation rate of \$115 per hour between July 1, 2020, and June 30, 2021. Individuals with Disabilities Education Act (IDEA) grant funding will cover the cost of these professional development services. A roll call indicated unanimous approval.

F. APPROVE ENROLLMENT OF NONRESIDENT STUDENTS IN DISTRICT ESY PROGRAM It was moved by Mr. Gioia and seconded by Mr. Cassano that the Board approve the enrollment of four (4) non-resident students in the 2020 Special Education Extended School Year program of the Berkeley Heights Public Schools, on a tuition basis, as indicated:

<u>Student ID</u>	<u>Resident District</u>
9685074901	Mountainside
6258911202	Mountainside
4758345768	Mountainside
4054110971	Montville

A roll call indicated unanimous approval.

PERSONNEL

Items A-M: All Board members. Items N-T: Berkeley Heights only.

A. APPROVE SUCCESSFUL COMPLETION OF SUPERINTENDENT’S GOALS
It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the successful completion of the Superintendent’s Goals, and

BE IT RESOLVED, that the Berkeley Heights Board of Education has determined that two qualitative goals and two quantitative goals, as indicated on Attachment E, established for the 2019-2020 school year for Dr. Melissa Varley, Chief School Administrator, have been satisfied to date, and

BE IF FURTHER RESOLVED, that the Business Administrator/Board Secretary shall forward a certified copy of this resolution to the Union County Interim Executive Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1, and

BE IT FURTHER RESOLVED, that upon receipt of confirmation of satisfaction of the above goals from the Union County Interim Executive Superintendent of Schools, the applicable Merit Bonus provision of the Superintendent’s contract shall be paid.

A roll call indicated unanimous approval.

B. APPROVE 2020-2021 EMPLOYMENT AND SALARIES OF DISTRICT ADMINISTRATORS It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment and salaries of District Administrators for the 2020-2021 fiscal year, as listed on Attachment F.
A roll call indicated unanimous approval.

C. APPROVE REVISED DATE OF RETURN FROM LEAVE OF ABSENCE It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve a revised date of July 1, 2020, for the return of Dr. Ashley Janosko from her unpaid child care leave of absence in accordance with the New Jersey Family Leave Act. Dr. Janosko is the District Director of Guidance.

Explanatory Note: The Board of Education approved Dr. Janosko’s initial request for a maternity/child care leave of absence at its meeting on January 23, 2020. She had originally been scheduled to return from her leave of absence on July 13, 2020.
A roll call indicated unanimous approval.

D. APPROVE EMPLOYMENT OF SUMMER TECHNOLOGY ASSISTANTS It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of the following individuals as Summer Technology Assistants in the Berkeley Heights Public Schools from June 12, 2020, through August 31, 2020, as indicated:

<u>Name</u>	<u>Hourly Pay Rate</u>
Louis Pitingolo	\$12.25
Cody Tomchak	\$12.00

A roll call indicated unanimous approval.

E. APPROVE SUMMER GUIDANCE EMPLOYMENT It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the following Governor Livingston High School Guidance Counselors for six (6) days each during Summer 2020 for the purpose of registering new students, scheduling and performing other guidance-related functions: Christopher Coughlin, Marissa Gold, Michelle Morin, Carolyn Quigley, Deborah Velelis. It is also recommended that Yuthika Deva, 10-Month Secretary in the Governor Livingston Guidance Office, be employed for two days per week or a maximum of 16 days during Summer 2020 to perform tasks in support of these guidance-related functions. Each staff member will be paid at the per-diem rate of their 2020-2021 annual salary for this work.

A roll call indicated unanimous approval.

F. APPROVE SUMMER ATHLETICS/HEALTH SERVICES EMPLOYMENT It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of the following district staff members to complete various tasks related to athletics/health services during the summer months of 2020:

<u>Name</u>	<u>Position</u>	<u>Employment Time (not to exceed)</u>	<u>Pay Rate</u>
Todd Hirsch	Athletic Trainer Governor Livingston High School	7 days	Per-Diem Rate of 2020-2021 annual salary
Margaret Berry	School Nurse Mary Kay McMillin Early Childhood Center	35 hours	\$55.00 per hour
Jeanmarie Ringwood	School Nurse Governor Livingston High School	35 hours	\$55.00 per hour

A roll call indicated unanimous approval.

G. APPROVE SUMMER CHILD STUDY TEAM EMPLOYMENT It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of the following Child Study Team and teaching staff members during the summer months of 2020, as listed below, for the purposes of completing student evaluations, conducting required meetings with parents/guardians, and providing other services as required by Individualized Education Plans (IEPs) of specific district students:

Child Study Team members (to be paid at the per-diem rate of her/his 2020-2021 annual salary, not to exceed the total number of days listed):

Danielle Ayer - 7.25 days
Ann Bird - 2 days
Michelle Corsentino - 12 days
Sarah Fernandes - 1 day
Jeannette Gates - 1 day
Ilene Gerstenfeld - 5.5 days
Katherine Kayne - 5.75 days
Melissa Mohr - 3 days
Toby Marcus - 6 days
Michelle Morin - 1 day
Brianna Palumbo - 1 day
Shivani Raina - 5.25 days
Peter Sempepos - 1 day
Steve Siebelts - 5 days
Susan Tennant - 5 days
Joanna Trainor - 7.5 days
James Weaver - 1 day
Melinda Willson - 4.25 days

Teaching staff members (as needed) (to be paid at the per-diem rate of Step 11c on the 2020-2021 Teachers salary schedule): Catherine Avino, Jessica Biondi, Dawn Buchan, Thomas Clayton, Gianna Czerniak, Lisa Dhaibar, Christine DiNoia, Christine Ekert, Frank Fabiano, Kevin Fontana, Emily Goodman, Belinda Healey, Marcy Helmstetter, Lindsay Liguori, Gillian Mahy, Megan Mansfield, Olivia Mazzaferro, Kathleen McCullough, Danielle Naldi, Bethann Nikolich, Stacey Saravay, Carol Scales, Nicole Schaumberg, Neila Schmidt, Rachel Shanagher, Kristine Weber.

A roll call indicated unanimous approval.

H. APPROVE SUMMER SCHOOL EMPLOYMENT It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of the following individuals in the 2020 Berkeley Heights Remedial Summer School and Summer Special Education Extended School Year Program, as indicated:

Teachers @ \$35.00 per hour

<u>Name</u>	<u>Maximum Hours of Employment</u>
Jessica Biondi	54
Melany Castellanos	54
Emily Goodman	54
Roberta Gutch	54
Belinda Healey	54
Gillian Mahy	54
Megan Mansfield	124
Kathryn Morris	54
Scott Rahner	54
Nicole Sacci	153
Nicole Schaumberg	124
Rebecca Siebelts	54
Kacie Worswick	50

Paraprofessionals @ \$17.00 per hour

<u>Name</u>	<u>Maximum Hours of Employment</u>
Lisa Bassillo	48
Briana Figueiredo	48
Gary Kowaleski	48
Romy Machin	118
Marvis Rothman	48
Karen Simonelli	118
Tracey Wahlers	48

Substitute Personnel

Teachers @ \$35.00 per hour; Paraprofessionals at \$17.00 per hour

Susan LaMaita
Cherie Verzi

A roll call indicated unanimous approval.

I. RESIGNATION OF JOSEPH ELEFANTE It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board accept the resignation of Joseph Elefante from his position as Teacher of Music at Governor Livingston High School and Columbia Middle School, effective June 30, 2020.

A roll call indicated unanimous approval.

- J. APPROVE EMPLOYMENT OF INTERIM ASSISTANT PRINCIPAL** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of Jennifer Dinardi as Interim Assistant Principal at Governor Livingston High School for the 2020-2021 fiscal year, effective August 12, 2020, through December 17, 2020, at the pay rate of \$500.00 per day with no other compensation. Mrs. Dinardi has seven years of administrative experience and she served as Interim Assistant Principal at Governor Livingston on two separate occasions during 2016 and 2017.

Explanatory Note: Mrs. Dinardi is being recommended to replace a staff member who is going out on a maternity/child care leave of absence.
A roll call indicated unanimous approval.

- K. HIRING MARYBETH KOPACZ** It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of Marybeth Kopacz of Chatham as Director of Elementary Education and Intervention in the Berkeley Heights Public Schools for the 2020-2021 fiscal year, effective August 11, 2020, or sooner if she is released from employment by her current district. Ms. Kopacz earned her Bachelor of Arts Degree in Elementary Education and her Master of Arts Degree in English Language Arts and Literacy, both from Fairleigh Dickinson University. In addition, Ms. Kopacz earned her Master of Arts Degree in Educational Leadership from Montclair State University. She has nine years of administrative/ supervisory experience in the fields of curriculum, instruction, literacy, and professional development, in addition to nearly 20 years of teaching experience. Her 2020-2021 annual salary will be \$132,000.00 (prorated from August 11, 2020, through June 30, 2021).

Assignment: Director of Elementary Education and Intervention - District.

Certification: Standard Certificates - School Administrator, Principal, Supervisor, Elementary School Teacher.

Explanatory Note: Ms. Kopacz is being recommended to fill a new position which was included in the 2020-2021 school district budget.
A roll call indicated unanimous approval.

L. HIRING ANGELA LENGNER It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of Angela Lengner of Chatham as a Teacher in the Berkeley Heights Public Schools for the 2020-2021 school year. Ms. Lengner earned her Bachelor of Arts Degree in English/Secondary Education from The College of New Jersey and she completed her student teaching experience in December 2019. Her salary will be \$57,174.00, Step 1a on the 2020-2021 Teachers salary schedule. Ms. Lengner’s employment is contingent upon the issuance of her Certificate of Eligibility with Advanced Standing/Teacher of English prior to the start of the 2020-2021 school year.

Assignment: Governor Livingston High School - Teacher of English.

Certification: Pending.

Explanatory Note: Ms. Lengner is being recommended to replace a staff member who is resigning effective June 30, 2020.
A roll call indicated unanimous approval.

M. APPROVE TRANSFER OF PERSONNEL It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the transfer of personnel for the 2020-2021 school year, as indicated:

<u>Name</u>	<u>2019-2020 School</u>	<u>2020-2021 School</u>
Jennifer Cassidy	Woodruff	Mountain Park
Jenna Sorrell	Columbia	Governor Livingston
Cherie Verzi	McMillin ECC	Mountain Park

A roll call indicated unanimous approval.

N. APPROVE EXTENSION OF UNPAID LEAVE OF ABSENCE It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the request of Patrice Silagi for an extension of her unpaid leave of absence, as follows:

Unpaid Leave of Absence in accordance with New Jersey Family Leave Act: September 1, 2020, through October 3, 2020.

Unpaid Child Care Leave of Absence: October 4, 2020, through November 8, 2020.

It is anticipated that she will return to her position in the Berkeley Heights Public Schools on November 9, 2020. Mrs. Silagi is a Teacher of English at Columbia Middle School.

Explanatory Note: The Board of Education approved Mrs. Silagi’s initial request for a maternity/child care leave of absence on November 14, 2019.
A roll call indicated unanimous approval.

O. APPROVE REVISED EMPLOYMENT CONTRACT It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the revised employment contract for the following staff member for the 2020-2021 school year, as indicated:

<u>Name</u>	<u>Original 2020-2021 Employment/Salary</u>	<u>Revised 2020-2021 Employment/Salary</u>
Caryn Panarese (McMillin ECC Kindergarten Teacher)	50% of Full Time \$37,813.50 Step 15c	Full Time \$75,627.00 Step 15c

Explanatory Note: Mrs. Panarese is being recommended for this additional employment time in order to provide staffing for the district’s Full-Day Kindergarten pilot program. A roll call indicated unanimous approval.

P. HIRING EMILY FISCHER It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of Emily Fischer of Livingston as a Teacher in the Berkeley Heights Public Schools for the 2020-2021 school year. Ms. Fischer earned her Bachelor of Science Degree in Early Childhood Education from the University of Delaware and she has one year of teaching experience. Her salary will be \$57,274.00, Step 2a on the 2020-2021 Teachers salary schedule.

Assignment: Mary Kay McMillin Early Childhood Center - Kindergarten Teacher.

Certification: Provisional Certificates - Teacher of Preschool through Grade 3; Teacher of Students with Disabilities.

Explanatory Note: Ms. Fischer is being recommended to fill a new position that was included in the 2020-2021 district budget and created to provide staffing for the district’s Full-Day Kindergarten pilot program. A roll call indicated unanimous approval.

Q. HIRING ANDREW HELFRICH It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of Andrew Helfrich of Madison as a Teacher in the Berkeley Heights Public Schools for the 2020-2021 school year. Mr. Helfrich earned his Bachelor of Arts Degree in Communications from the University of Scranton and he received his Master of Education Degree in Special Education from the College of Saint Elizabeth. He has six years of teaching experience. His salary will be \$64,407.00, Step 5c on the 2020-2021 Teachers salary schedule.

Assignment: Columbia Middle School - Teacher of Special Education.

Certification: Standard Certificates - Teacher of Students with Disabilities, Elementary School Teacher with Mathematics Specialization in Grades 5-8; Elementary School Teacher with Language Arts/Literacy Specialization in Grades 5-8; Elementary School Teacher in Grades K-6.

Explanatory Note: Mr. Helfrich is being recommended to replace a staff member who is not returning for the 2020-2021 school year.

A roll call indicated unanimous approval.

R. HIRING LAUREN MC KENNA It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of Lauren McKenna of Belle Mead as a Teacher in the Berkeley Heights Public Schools for the 2020-2021 school year. Ms. McKenna earned her Bachelor of Arts Degree in Elementary Education from Loyola University Maryland and she completed her student teaching experience in May 2020. Her salary will be \$57,174.00, Step 1a on the 2020-2021 Teachers salary schedule. Ms. McKenna's employment is contingent upon the issuance of her Certificate of Eligibility with Advanced Standing/ Teacher of Preschool through Grade 3 prior to the start of the 2020-2021 school year.

Assignment: Mary Kay McMillin Early Childhood Center - Grade 1 Teacher.

Certification: Pending.

Explanatory Note: Ms. McKenna is being recommended to replace a staff member who is retiring effective July 1, 2020.

A roll call indicated unanimous approval.

S. HIRING JACQUELINE WELLS It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the employment of Jacqueline Wells of Springfield as a Teacher in the Berkeley Heights Public Schools for the 2020-2021 school year. Ms. Wells earned her Bachelor of Arts Degree in Communication and Media Studies and received her Master of Arts Degree in Teaching, both from Montclair State University. She has one-half year of teaching experience, three months of which came during a leave replacement assignment at Columbia Middle School earlier this school year. Ms. Wells also has been employed as an Assistant Coach for the Field Hockey and Lacrosse teams at Governor Livingston High School since 2016. Her salary will be \$63,492.00, Step 1c on the 2020-2021 Teachers salary schedule.

Assignment: Columbia Middle School - Teacher of Special Education.

Certification: Provisional Certificates - Teacher of Students with Disabilities;
Teacher of Social Studies.

Explanatory Note: Ms. Wells is being recommended to fill a new position that was included in the 2020-2021 district budget.
A roll call indicated unanimous approval.

T. APPROVE RE-EMPLOYMENT OF NON-TENURED TEACHERS It was moved by Mr. Cassano and seconded by Mrs. Penna that the Board approve the re-employment of the following non-tenured teachers for the 2020-2021 school year:

<u>Name</u>	<u>2020-2021 Assignment</u>	<u>2020-2021 Salary</u>
Nicole Belisario	Thomas P. Hughes School Grade 2 Teacher	\$59,642.00 Step 9a
Michelle Corsentino	School Psychologist Mountain Park School/District (Substitute/Replacement)	\$69,383.00 Step 2e
Genevieve Dagan	William Woodruff School Grade 3 Teacher	\$71,324.00 Step 12c
Sarah Heller	Columbia Middle School Teacher of Mathematics	\$71,324.00 Step 12c
Jennifer Hughes	Mountain Park School Grade 2 Teacher (Substitute/Replacement)	\$57,585.00 Step 6a
Sarah Megan Quinty	Columbia Middle School Teacher of Mathematics (Substitute/Replacement; Effective September 1, 2020, through February 1, 2021.)	\$61,405.00 Step 4b

Explanatory Notes: Mrs. Belisario is being recommended to fill a new position that was included in the 2020-2021 district budget. Ms. Corsentino, Mrs. Hughes and Mrs. Quinty are all being recommended to continue in the substitute/ replacement assignments in which they are currently serving. Mrs. Dagan is being recommended to replace a staff member who is retiring. Mrs. Heller is being recommended to fill a vacancy created by a retirement/re-assignment.

A roll call indicated unanimous approval.

BUSINESS

Items A-X: All Board Members. Item Y-Z: Berkeley Heights only.

A. APPROVE LICENSING AND MAINTENANCE FEE FOR EDUCATION DATA SERVICE, INC. It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the payment of \$13,020.00 to Education Data Services, Inc. for the licensing and maintenance fees for the 2020-2021 school year. This amount includes the Right to Know Services.

A roll call indicated unanimous approval.

- B. TAX LEVY MONIES** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the request for payment of tax levy monies for the 2020-2021 fiscal year from the Township of Berkeley Heights as follows:

July 2019	\$3,727,602
August 2019	3,727,600
September 2019	3,727,600
October 2019	3,727,600
November 2019	3,727,600
December 2019	3,727,600
January 2020	3,727,600
February 2020	3,727,600
March 2020	3,727,600
April 2020	3,727,600
May 2020	3,727,600
June 2020	3,727,600

A roll call indicated unanimous approval.

- C. RENEW HVAC PREVENTIVE MAINTENANCE AND REPAIRS CONTRACT** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education renew the contract for HVAC Preventive Maintenance and Repairs for all schools for the 2020-2021 school year to Jersey State Controls for preventive maintenance.

Explanatory Note: The renewal of this bid represents no increase from last year's cost. A roll call indicated unanimous approval.

- D. RENEW CENTRAL STATION MONITORING OF ALARM SYSTEMS CONTRACT** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education renew the contract for central station monitoring of alarm systems for all schools for the 2020-2021 school year to AC Daughtry Security Systems.

Explanatory Note: The renewal of this bid represents no increase from last year's cost. A roll call indicated unanimous approval.

- E. ACCEPT DONATIONS** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education accept donations from the Governor Livingston Highlander Booster Club, the Governor Livingston Highlander Football Boosters and the Berkeley Heights PAL to split the cost of temporary lighting, not to exceed \$2,000.00 each, for the Friday night football game on October 16, 2020. A roll call indicated unanimous approval.

- F. ACCEPT DONATION** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education accept a donation of two benches from the Grossman family for the Isadora Seibert Memorial Garden at Governor Livingston High School, with an approximate value of \$668.00. A roll call indicated unanimous approval.

- G. ACCEPT DONATION** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education accept a donation from The Silver Limings Foundation of tee-shirts to the GLHS graduating class of 2020. A roll call indicated unanimous approval.

- H. APPROVE SPECIAL EDUCATION TUITION AGREEMENT** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the 2020-2021 Special Education Tuition Agreement with the Union County Educational Services Commission as shown on Attachment G.

Explanatory Note: Approval of this contract, which identifies annual tuition rates and fees, will allow for the placement of Special Education students on an as-needed basis for the 2020-2021 school year.

YES: Mrs. Penna, Mr. D'Aquila, Mr. Gioia, Ms. Reilly, Mrs. Cassano, Dr. Crisonino, Mr. Reinstein

ABSTAIN: Mrs. Kirsch

- I. APPROVE TUITION AGREEMENT** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the Tuition Agreement Contract for the 2020-2021 school year with the Union County Vocational-Technical Schools as follows:

Program	Tuition
All Union County Academies, Magnet High School, Vocational-Technical HS	\$6,000.00 Full Time
Union County Career & Technical Institute	\$2,500.00 Shared Time
All Self-Contained Special Needs Vocational-Technical Programs	\$4,000.00 Shared Time
Transition Program	\$10,000 Full Time

Explanatory Note: There is no increase in the tuition rates from the Union County Vocational-Technical Schools for the 2020-2021 school year.
A roll call indicated unanimous approval.

- J. APPROVE PURCHASE OF GROUNDS EQUIPMENT** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the purchase of John Deere XUV85M HVAC Utility Vehicle, including snow plow and salter, from John Deere Company, in the amount of \$29,651.02 through lease purchase agreement through ESCNJ State Contract #18/19-25, Co-op # 65MCESCCPS and will be used for grounds maintenance at Governor Livingston High School.
A roll call indicated unanimous approval.
- K. APPROVE PURCHASE OF MAINTENANCE VEHICLE** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the purchase of a 2020 Ford F-450 4WD in the amount of \$57,267.50 from Beyer Ford, through lease purchase agreement. This purchase is being made pursuant to the NJ State Contract A88727.
A roll call indicated unanimous approval.
- L. APPROVE PURCHASE OF MAINTENANCE VEHICLE ATTACHMENTS** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the purchase of snow plow and salter for use on Maintenance vehicles from FDR Hitches, in the amount of \$11,451.80 through lease purchase agreement.
A roll call indicated unanimous approval.

M. APPROVE CHAPTER 192-193 SERVICES FROM UCESC It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the following resolution:

WHEREAS, the N.J.S.A. 18A:46-6, 8 19.1, et seq. (Laws of 1977, Chapter 193); N.J.S.A. 18A:46A-1 et seq. (Laws of 1977, Chapter 192); require that the State and local community identify and provide auxiliary and handicapped services for students who attend nonpublic schools; and

WHEREAS, the cost of providing these services is funded entirely by the State of New Jersey; and,

WHEREAS, the Union County Educational Services Commission has agreed to provide these services to eligible students who attend non-public schools in Berkeley Heights Board of Education;

THEREFORE, BE IT RESOLVED, that the Berkeley Heights Board of Education enter into an agreement with the Union County Educational Services Commission whereby the Commission will provide Services during 2020-2021 for those students who attend nonpublic schools in Berkeley Heights Board of Education pursuant to N.J.S.A. 18A:46-19.7 and N.J.S.A. 18A:46A-7; and,

BE IT FURTHER RESOLVED, that the projected cost will be based on the most recent notification of the Department of Education, Division of Finance and Regulatory Services setting forth anticipated aide to the Public School District pursuant to N.J.S.A. 18A:46A-12 and N.J.S.A. 18A:46-19.8. Invoices shall begin in October and continue for nine (9) successive months based on eligible students. The cost of services provided by the Union County Educational Services Commission shall not exceed the funds provided by the State.

Explanatory Note: This resolution authorizes UCESC to perform and coordinate services for the nonpublic programs. UCESC is better equipped to handle the requests of the nonpublic district through joint purchasing and coordinated services.

YES: Mrs. Penna, Mr. D'Aquila, Mr. Gioia, Ms. Reilly, Mrs. Cassano, Dr. Crisonino, Mr. Reinstein

ABSTAIN: Mrs. Kirsch

N. PREPARE AND PAY JULY AND AUGUST BILL LIST/TRANSFERS It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education grant authority to the School Business Administrator/Board Secretary to prepare and pay July 2020 and August 2020 bill lists, and make transfers as necessary for completion of the 2019-2020 school year and for the current operation of the 2020-2021 school year. All such activities will be affirmed by the Board of Education at the next scheduled meeting. A roll call indicated unanimous approval.

O. INSURANCE BROKER APPOINTMENTS It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education appoint the following insurance brokers of record for the 2020-2021 fiscal year:

Centric Benefits Consulting Dental Insurance Broker
Alliant Employee Benefits Health Insurance Broker/Difference Card

A roll call indicated unanimous approval.

P. AWARD CONTRACT It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education award a contract with E.B. Employee Solutions, LLC, in conjunction with Alliant Employee Benefits, to implement the Difference Card for 2020-2021.

A roll call indicated unanimous approval.

Q. APPROVE DEPOSITORY It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve all checks, drafts or other orders for payment or withdrawal of money from said account be signed by the person holding the appropriate title as listed below (N.J.S.A. 19-1):

Difference Card Account	2{	1 of Bd. Secy., Payroll Specialist 1 of Treasurer	Investors Bank
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BE IF FURTHER RESOLVED that the Board Secretary and/or the Payroll Specialist and/or the Treasurer of School Monies can authorize wire transfers to/from any of the aforementioned account, and

BE IT FURTHER RESOLVED that the Board of Education approve the use of facsimile signatures for the Board President or Vice President, the Board Secretary or the Payroll Specialist and the Treasurer of School Monies on all checking accounts,
A roll call indicated unanimous approval.

R. APPROVE MEDICAL AND DENTAL INSURANCE PROVIDER AND RATES It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education renew the existing health care (PPO, POS and HSA) and dental insurance policies (PPO and HMO) with CIGNA for the 2020-2021 fiscal year, effective July 1, 2020, for the categories and monthly premiums as follows:

PPO/TRADITIONAL MEDICAL	
Single	\$1308.44
Employee & Spouse	2,457.57
Parent/Child	1,942.34
Family	2,745.88
POINT OF SERVICE PROGRAM	
Single	\$1,273.76
Employee & Spouse	2,405.83
Parent/Child	1,918.95
Family	2,638.15
HEALTH SAVINGS ACCOUNT	
Single	\$ 792.61
Employee & Spouse	1,817.08
Parent/Child	1,388.39
Family	2,170.77
PPO/TRADITIONAL DENTAL	
Single	\$ 53.65
Family	128.61
DENTAL DHMO	
Single	\$ 16.10
Family	43.50

A roll call indicated unanimous approval.

- S. AWARD CONTRACT** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education award a contract to Cross Roads Pavement Maintenance, LLC for macadam paving and related work throughout the district, in the amount of \$14,875.00, through the Education Data Services, Inc. Bid #9183.
A roll call indicated unanimous approval.
- T. AWARD CONTRACT** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education award a contract to Direct Flooring for the purchase and installation of flooring in the Governor Livingston High School Guidance Office and Family and Consumer Science classroom in the amount of \$35,761.84 through the ESCNJ Contract 19/20-05.
A roll call indicated unanimous approval.
- U. APPROVE PROFESSIONAL SERVICES PROPOSAL** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the Professional Services Proposal from Solutions Architecture, for services related to the proposed 2021 Referendum, in an amount not to exceed \$60,000.00
A roll call indicated unanimous approval.
- V. APPROVE BID THRESHOLD** It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the following resolution,

WHEREAS, Donna A. Felezzola, School Business Administrator/Board Secretary possesses a Qualified Purchasing Agent (QPA) certificate;

WHEREAS, the State Treasurer, in consultation with the Governor and pursuant to N.J.S.A. 52:34-7, and N.J.S.A. 18A:18A-3 (b), has increased the bid threshold amount for school districts with a Qualified Purchasing Agent, from \$40,000 to \$44,000, effective July 1, 2020;

NOW, THEREFORE BE IT RESOLVED that the Berkeley Heights Board of Education, pursuant to N.J.S.A. 18A:18A-3 (a) and N.J.A.C. 5:34-5.4, establishes and sets the bid threshold amount of \$44,000 for the Board of Education, and further authorizes Donna A. Felezzola, the Qualified Purchasing Agent, to award contracts, in full accordance with N.J.S.A. 18A:18A-3 (a), for those purchases that do not exceed in the aggregate of the newly established bid threshold amount.

A roll call indicated unanimous approval.

W. APPROVE LAWN SERVICES It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the services of TruGreen Commercial for Spring grounds services at district schools in the amount of \$25,544.00, through the Somerset County Cooperative Pricing Agreement.
A roll call indicated unanimous approval.

X. CANCELLATION OF SUMMER CAMPS AND PROGRAMS It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education approve the cancellation of the following programs previously approved due to COVID-19 regulations:

GROUP	Facility Rental Date
NJCIE Conference	June 23, 2020
Highlander Football Camp	June 22-25, 2020
Highlander Hoops Basketball Camp	July 20-July 24, 2020
Highlander Volleyball Camp	July 6, - July 10, 2020
Lady Highlanders Basketball Camp	June 29-July 2, 2020
Grapplers Wrestling Camp	July 6-July 9, 2020
Mabuha Lacrosse Camp	July 27-July 30, 2020
Camp Invention	July 13-17, 2020
Elite Performing Art Center Rental	June 1-June 14, 2020
Pure Movement Dance Center Rental	May 11-May 17, 2020

A roll call indicated unanimous approval.

Y. AWARD CONTRACT It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education award a contract to Cross Roads Pavement Maintenance, LLC for macadam paving and related work at Mountain Park School, in the amount of \$6,970.00, through the Education Data Services, Inc. Bid #9183.
A roll call indicated unanimous approval.

Z. AWARD CONTRACT It was moved by Ms. Reilly and seconded by Dr. Crisonino that the Board of Education award a contract with Motors and Drives, Inc., for emergency services to install new exhaust fans at Columbia Middle School, due to COVID-19 regulations, at a cost of \$13,496.00.
A roll call indicated unanimous approval.

FINANCE

Item A: All Board members. Items B-D: Berkeley Heights only.

- A. PAYMENT OF BILLS** It was moved by Mrs. Kirsch and seconded by Mr. D’Aquila that the Board of Education approve for payment the bills as listed on the bill lists as follows:

Payroll	5/15/2020	\$1,824,835.52
	5/29/2020	1,644,384.75
Accounts Payable	5/8/2020	\$ (100.00)
	5/12/2020	(50.00)
	6/5/2020	(70.00)
	6/11/2020	896,391.34
Total		\$4,365,391.61

A roll call indicated unanimous approval.

- B. APPROVAL OF BOARD SECRETARY’S REPORT** It was moved by Mrs. Kirsch and seconded by Mr. D’Aquila that the Board of Education, pursuant to N.J.A.C. 6A:23A-2.3, certifies that as of April 2020 after review of the Board Secretary’s monthly financial report (appropriations section) and upon consultation with appropriate district officials, to the best of our knowledge no major account or fund has been over expended in violation of N.J.A.C. 6A:23A-2.3, and sufficient funds are available to meet the district’s financial obligations for the remainder of the year.

A roll call indicated unanimous approval.

- C. APPROVAL OF TRANSFERS** It was moved by Mrs. Kirsch and seconded by Mr. D’Aquila that the Board of Education authorize transfers for April 2020.

A roll call indicated unanimous approval.

- D. APPROVAL OF TREASURER'S REPORT** It was moved by Mrs. Kirsch and seconded by Mr. D’Aquila that the Board of Education accept the financial reports of the Board Secretary, the Treasurer of School Funds Report for the month ending April 2020.

A roll call indicated unanimous approval.

OTHER BUSINESS

Ms. Reilly addressed the Personnel Committee, stating that one way to help children is to have strong role models. Teachers should reflect the diversity in our community.

Dr. Varley responded that she is working with Montclair University, where they have a diversity job fair. It is on her radar.

Mr. Reinstein spoke of the remote learning activities. He also shared his “Highlander Strong” tee-shirt. He stated that there continues to be great support in our community for our seniors, all of our students, our businesses, our teachers, etc. He wanted to end the meeting acknowledging all of the great work that has been happening in our community

ADJOURNMENT

It was moved by Dr. Crisonino and seconded by Ms. Reilly that the Board of Education adjourn to executive session. No action will be taken. Motion carried.

The meeting adjourned at 9:21 pm.

Respectfully submitted,



Donna A. Felezzola
Business Administrator/Board Secretary

**Berkeley Heights Public Schools
Office of the Superintendent
June 16, 2022**

Professional Development Days

<u>Name</u>	<u>Event</u>	<u>Date(s)</u>	<u>Cost</u>
Margaret Berry	PSNI - Building Relationships with Neurodiverse Students	May 25, 2022	\$0.00
Margaret Berry	NJ American Academy of Pediatrics - Re-Stock Your Pediatric Toolbox	June 15, 2022	\$0.00
Lindsey Gismonde	College Board - 2022 AP Research Scoring	June 9, 2022	\$0.00
Lydia Kang	Bureau of Education & Research - Making Best Use of DESMOS to Strengthen Your Math Instruction	July 14, 2022	\$279.00
Lydia Kang	Bureau of Education & Research - Accerating Your Students' Math Learning and Engagement with DESMOS Activity Builder	July 25, 2022	\$279.00
Olivia Mazzaferro	Facing History and Ourselves - Teaching for Equity and Justice	June 29-30, 2022	\$25.00
Carolyn Quigley	Notre Dame, Washington University, Johns Hopkins, and Emory Counselor Information Session	June 1, 2022	\$0.00
Christine Talarico	College Board - AP Exam Scoring	June 10-16, 2022	\$0.00

AGREEMENT

THIS AGREEMENT (hereinafter "the Agreement") is made by and between the Warren Township Board of Education ("Warren"), Green Brook Board of Education ("Green Brook"), and Berkeley Heights Board of Education ("Berkeley Heights") (collectively, the "Parties").

WHEREAS, Berkeley Heights filed a Petition with the Commissioner of Education regarding the appropriate district of fiscal responsibility for three students: A.Y. (DOB 10/14/2002), C.Y. (DOB 9/23/2007), and J.Y. (DOB 08/31/2009), captioned *Berkeley Heights Bd. of Educ. v. NJ Dept. of Education, et al.*, OAL Dkt. No. EDU 06455-2020; and

WHEREAS, the Parties desire to resolve their differences amicably and avoid the expense and unpredictability of litigation.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, it is hereby agreed by and between the Parties as follows:

1. **District of Fiscal Responsibility for 2020-2021 Academic Year.** Warren agrees and acknowledges that it shall be the district of residency, and assume fiscal responsibility for A.Y., C.Y. and J.Y. for the 2020-2021 Academic Year.
2. **District of Fiscal Responsibility for 2019-2020 Academic Year.** To resolve fiscal responsibility for the 2019-2020 Academic Year, it is agreed that: (a) Berkeley Heights shall pay Warren \$6,500; and (b) Green Brook shall pay Warren \$6,500. Payments shall be made within 30 days of full execution of this agreement. The parties agree this shall fully satisfy all fiscal responsibility regarding the 2019-2020 academic year related to A.Y., C.Y. and J.Y.
3. **Release and Agreement Not to Sue.** In exchange for the consideration described herein, Berkeley Heights agrees to withdraw the aforementioned Petition of Appeal with prejudice as to the parties of this Agreement pending receipt of an executed copy of the Agreement from each and every party. Each individual Party hereby releases all other aforementioned Parties and any of its members, predecessors, successors, and its present or former officers, directors, agents, fiduciaries, representatives and employees and their respective successors and assigns, heirs, executors and personal or legal representatives from any and all claims or causes of action they may have or claim to have, whether known or unknown, from now through the date of this Agreement, in relation to the fiscal responsibility of C.Y., A.Y. and J.Y.
4. **No Precedent.** The Parties agree that this Agreement may not be used to establish precedent in any future proceeding of any type whatsoever involving

either Party and that it shall be inadmissible in any proceeding, other than a proceeding to prove the existence of, or enforce same. This Agreement shall not be construed as an admission by either Party of any wrongdoing. The Parties agree that no Party is entitled to recovery of attorneys' fees and costs in connection with this matter.

5. **Non-Admission of Liability.** The Parties hereto understand that this Agreement does not constitute an admission that any Party has violated any statute, regulation or ordinance or any other legal obligation that may be owed to another party in connection with the residency determination or fiscal responsibility of A.Y., C.Y. and J.Y. for the 2019-2020 and 2020-2021 academic years.
6. **Jurisdiction.** This Agreement shall be governed by the laws of the State of New Jersey, and the Superior Court of New Jersey shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.
7. **Interpretation and Construction.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
8. **Severability.** Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provisions shall be deemed not to be part of this Agreement.
9. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties and fully supersedes any and all prior contracts or agreements between the Parties pertaining to compensation or severance, other than the applicable collective bargaining agreement; and, it likewise fully supersedes any and all other conflicting agreements or understandings between the Parties.
10. **Execution.** This Agreement is subject to approval by the Berkeley Heights Board of Education, Warren Township Board of Education, and Green Brook Board of Education. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument. Emailed or facsimile signatures are valid and binding on the Parties. The Parties represent and warrant that they have individually entered into this agreement willingly and without coercion, and been given sufficient opportunity to consult with an attorney, if they so choose.

The Parties further acknowledge that they fully understand the duties and obligations enumerated herein and have been informed of their legal rights and obligations.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year aforesaid.

BERKELEY HEIGHTS BOARD OF EDUCATION

WITNESS

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

WARREN TOWNSHIP BOARD OF EDUCATION

WITNESS

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

GREEN BROOK BOARD OF EDUCATION

WITNESS

By: _____

Title: _____

Title: _____

Date: _____

Date: _____


**Sidebar Agreement
Between the
Berkeley Heights Board of Education
And the
Berkeley Heights Education Association**

1. The Berkeley Heights Education Association and the Berkeley Heights Board of Education agree that for Summer, 2022, Preschool-Grade 5 teachers who have agreed to prepare curriculum during the summer months will be paid his/her 2022-2023 per diem hourly rate for curriculum writing up to a maximum of twenty (20) hours.
2. The administration will approve the curriculum writing and set the maximum hours permitted for each such assignment, not to exceed twenty (20) hours.
3. This Sidebar Agreement is non-precedential and shall cease to be operative as of August 31, 2022 unless both parties agree continue same in the future.

Berkeley Heights Board of Education

Berkeley Heights Education Association

Michael D'Aquila, Board President



Marcy Helmsletter, BHEA President

Dated: _____

Dated: 6/8/2022

**Sidebar Agreement
Between the Berkeley Board of Education
And
The Berkeley Heights Education Association**

1. The Berkeley Heights Education Association and the Berkeley Heights Board of Education agree that for Summer 2022, teachers who have agreed to prepare curriculum for Grades 6-12 during the summer months will be paid \$40.00 per hour to complete curriculum writing in the core content areas of instruction.
2. The administration will approve the curriculum writing and set the maximum hours for each full-year course at sixty-four (64) hours distributed among qualified staff members working on each course.
3. This Sidebar Agreement is non-precedential and shall cease to operate as of August 31, 2022, unless both parties agree to continue same in the future.

Berkeley Heights Board of Education

Berkeley Heights Education Association

Michael D'Aquila, Board President

Marcy Helmstetter, BHEA President

Dated: _____

Dated: _____

BERKELEY HEIGHTS BOARD OF EDUCATION**RESOLUTION**

WHEREAS, Thomas Burke is a senior at Governor Livingston High School in Berkeley Heights, New Jersey; and

WHEREAS, Thomas is the National Honor Society President, the Class of 2022 Vice-President, the President of both the Future Business Leaders of America and the Technology Students Association, the Vice President of the Junior Statesmen of America, an executive officer of the Interact club and a member of the Berkeley Heights Diversity Equity and Inclusion Task Force, the Math League Team, the Student Advisory Committee and an Exam Coordinator for the National Spanish Exam; and

WHEREAS, Thomas volunteers as a golf coach at The First Tee and at St. Teresa of Avila Church as a greeter, translator, and film broadcaster; and

WHEREAS, Thomas is a student-athlete and a four year varsity letter winner participating in Golf; and

WHEREAS, Thomas is a member of the Mu Alpha Theta Honor Society, the Spanish Honor Society, the Athletic Honor Society, and the Science Honor Society; and

WHEREAS, Thomas has been awarded the National Hispanic Scholar Award, the Princeton Book Award, and the Eisenhower Award; and

WHEREAS, Thomas served with distinction in the Governor Livingston High School Student Liaison Program to the Berkeley Heights Board of Education for his junior and senior year, serving as a liaison between the Board and his peers; and

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education hereby recognizes Thomas Burke for his contributions to the students of the Berkeley Heights Public Schools and for his service to the communities of Berkeley Heights and Mountainside; and

BE IT FURTHER RESOLVED that the Berkeley Heights Board of Education wishes Thomas the best of luck as he moves on to study Economics at Princeton University.

Signed and sealed, this, the sixteenth day of June, of the year Two-Thousand Twenty Two.

Michael D'Aquila, President
Board of Education

Dr. Melissa Varley
Superintendent of Schools

BERKELEY HEIGHTS BOARD OF EDUCATION



RESOLUTION

WHEREAS, Katherine Zhou is a junior at Governor Livingston High School in Berkeley Heights, New Jersey; and

WHEREAS, Katherine is a Captain in the Robotics Club, and a founding member and Executive Board member of the Understanding Asian Cultures Club; and

WHEREAS, Katherine volunteers with the Girl Scouts Heart of New Jersey as a Girl Scout Ambassador, and with the Bernards Ensemble as a violinist; and

WHEREAS, Katherine is a student-athlete and a three year varsity letter winner participating in Tennis, and a violinist participating in the New Jersey Youth Symphony and the Governor Livingston Orchestra; and

WHEREAS, Katherine is a member of the National Honor Society, the Mu Alpha Theta Honor Society, the Spanish Honor Society, and the Science Honor Society; and

WHEREAS, Katherine served with distinction in the Governor Livingston High School Student Liaison Program to the Berkeley Heights Board of Education for her junior year, serving as a liaison between the Board and her peers; and

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education hereby recognizes Katherine Zhou for her contributions to the students of the Berkeley Heights Public Schools and for her service to the communities of Berkeley Heights and Mountainside; and

BE IT FURTHER RESOLVED that the Berkeley Heights Board of Education wishes Katherine the best of luck as she moves into her senior year at Governor Livingston High School.

Signed and sealed, this, the sixteenth day of June, of the year Two-Thousand Twenty Two.

Michael D'Aquila, President
Board of Education

Dr. Melissa Varley
Superintendent of Schools

BERKELEY HEIGHTS BOARD OF EDUCATION



RESOLUTION

WHEREAS, Daniel Berkow is a resident of Mountainside, New Jersey, and is a Junior at Governor Livingston High School in Berkeley Heights; and

WHEREAS, Daniel is a member of the Governor Livingston High School Track and Field Team; and is coached by Head Coach Daniel Guyton and Assistant Coaches Chris Coughlin, Lisa Dhaibar, Gregory Dunkerton, Joe Hubert, Zakaria Rochdi, Beryl Roman, and Carmin Scuderi; and

WHEREAS, Daniel achieved being the Central Group 2 State Sectional Champion in the Javelin with a throw of 159 feet 2 inches on June 3rd, 2022 at the NJSIAA Central Group 2 State Sectional Championships Meet held at Middletown North High School; and

WHEREAS, the Berkeley Heights and Mountainside communities are very proud of the accomplishments of this outstanding student-athlete; and

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education members applaud the outstanding accomplishments of Daniel Berkow during this 2021-2022 Track and Field season; and

BE IT RESOLVED that this signed and sealed resolution be presented to Daniel Berkow.

Signed and sealed, this, the sixteenth day of June, of the year Two Thousand Twenty-Two.

Michael D'Aquila, President
Board of Education

Dr. Melissa Varley
Superintendent of Schools

BERKELEY HEIGHTS BOARD OF EDUCATION



RESOLUTION

WHEREAS, the Boys 4 X 100m Relay Team of Governor Livingston High School, located in Berkeley Heights, New Jersey, consists of Alex Micca, Jared Lee, Kyle Savino, and Benjamin Young; and

WHEREAS, the team is coached by Head Coach Daniel Guyton and Assistant Coaches Chris Coughlin, Lisa Dhaibar, Gregory Dunkerton, Joe Hubert, Zakaria Rochdi, Beryl Roman, and Carmin Scuderi; and

WHEREAS, the Boys 4 X 100m Relay Team of Governor Livingston High School earned the title of Central Group 2 State Sectional Champions with a time of 43.75 seconds on June 3rd, 2022 at the NJSIAA Central Group 2 State Sectional Championships Meet held at Middletown North High School; and

WHEREAS, the team saw each of its members contribute individually to the team during its championship meet; and

WHEREAS, the Berkeley Heights and Mountainside communities are very proud of the accomplishments of this relay team and its coaches; and

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education members applaud the 2022 Boys 4 X 100m Relay Team and congratulate the student-athletes and coaching staff on their outstanding championship season; and

BE IT RESOLVED that a signed and sealed copy of this resolution be framed and kept on display at Governor Livingston High School.

Signed and sealed, this, the sixteenth day of June, of the year Two Thousand Twenty-Two.

Michael D'Aquila, President
Board of Education

Dr. Melissa Varley
Superintendent of Schools

BERKELEY HEIGHTS BOARD OF EDUCATION



RESOLUTION

WHEREAS, Brice Facey is a resident of Berkeley Heights, New Jersey, and is a Senior at Union County Tech in Scotch Plains, NJ where he is a part of the Clinical Care Program; and

WHEREAS, Brice is a member of the Governor Livingston High School Track and Field Team; and is coached by Head Coach Daniel Guyton and Assistant Coaches Chris Coughlin, Lisa Dhaibar, Gregory Dunkerton, Joe Hubert, Zakaria Rochdi, Beryl Roman, and Carmin Scuderi; and

WHEREAS, Brice achieved being the Union County Champion in the High Jump with a height of 6 feet 4 inches on May 24th, 2022 at the Union County Championships Meet held at Hub Stine Field in Plainfield, NJ; and

WHEREAS, the Berkeley Heights and Mountainside communities are very proud of the accomplishments of this outstanding student-athlete; and

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education members applaud the outstanding accomplishments of Brice Facey during this 2021-2022 Track and Field season; and

BE IT RESOLVED that this signed and sealed resolution be presented to Brice Facey.

Signed and sealed, this, the sixteenth day of June, of the year Two Thousand Twenty-Two.

Michael D'Aquila, President
Board of Education

Dr. Melissa Varley
Superintendent of Schools

**Berkeley Heights Public Schools
Office of the Superintendent
June 16, 2022**

Field Trips - Extended School Year

<u>School/Group</u>	<u>Destination</u>	<u>Date(s)</u>
Governor Livingston High School - LLD/ABA Students	Stirling Diner - Gillette, NJ	6/29/22
Governor Livingston High School - LLD/ABA Students	Target - Watchung, NJ	7/6/22
Governor Livingston High School - LLD/ABA Students	Valley Mall - Gillette, NJ	7/13/22
Governor Livingston High School - LLD/ABA Students	Chipotle - New Providence, NJ	7/20/22
Early Childhood Center - ABA Students	McDonald's - New Providence, NJ	6/30/22
Early Childhood Center - ABA Students	Burger King - Gillette, NJ	7/7/22
Early Childhood Center - ABA Students	Smash Burger - New Providence, NJ	7/14/22
Early Childhood Center - ABA Students	Panera - Gillette, NJ	7/21/22
Elementary - ABA Students	Stirling Diner - Gillette, NJ	7/1/22
Elementary - ABA Students	Panera - Gillette, NJ	7/8/22
Elementary - ABA Students	La Rosa Chicken/Dunkin Donuts - Berkeley Heights, NJ	8/5/22

2022-23 School Year List
Extended School Year

SCHOOL	ID #	ESY Fee
Spectrum 360	7483388778	*** \$11,223.75
Douglas Developmental Disabilities Center	6724458282	#\$32,070.84
Douglass Developmental Disabilities Center	7858646709	\$23,329.44
Hunterdon Preparatory School	5438577226	\$9,874.50
P.G. Chambers	1006887691	\$12,936.30
P.G. Chambers	3295742292	\$12,936.30
P.G. Chambers	2152858589	\$12,936.30
Midland School	6035564204	\$12,339.50
Montgomery Academy	9051173261	\$9,548.00
Rutgers Day School	9028129635	15,362.00

includes additional staff support rate

**denotes approximate fee

2022-23 School Year List

<u>SCHOOL</u>	<u>ID #</u>	<u>SY Fee</u>
Spectrum 360	7483388778	**#\$110,715.00
Douglas Developmental Disabilities Center	6724458282	#\$169,786.80
Douglass Developmental Disabilities Center	7858646709	\$123,508.80
Hunterdon Preparatory School	5438577226	*\$29,623.50
Hunterdon Preparatory School	1891140072	\$59,247.00
P.G. Chambers	1006887691	\$77,617.80
P.G. Chambers	3295742292	\$77,617.80
P.G. Chambers	2152858589	\$77,617.80
Midland School	6035564204	\$76,590.00
Montgomery Academy	9051173261	\$85,932.00
Newmark School	3078482010	\$62,476.20
Rutgers Day School	9028129635	\$76,810.00
Somerset County Ed. Services	6521405344	\$63,170.00

includes additional staff support rate

**denotes approximate fee

*denotes ½ year attendance-student graduating

Deaf & Hard of Hearing Program - GLHS

Student #: 6315785782 - Elizabeth
Student #: 6629757015 - Springfield
Student #: 6043452449 - Jersey City
Student #: 4507684191 - West NY, NJ
Student # 5942365311 - Jersey City
Student # 4126815985 - Jersey City
Student # 6622082761 - Jersey City

Columbia Middle School

Student #: 4054110971 - Montville

Elementary ABA

Student # 8337809061 - Green Brook
Student # 6258911202 - Mountainside
Student # 7208985952 - Mountainside

CENTRAL OFFICE SALARY SCHEDULE

**2022-2023
SALARY**

TECHNOLOGY

Joachim, Philippe	\$81,200
Nichnadowicz, Robert	\$60,000
Griffin, Chloe	\$60,000
Roszak, Karen	\$50,000
Furda, Thurman	\$48,800

ADMINISTRATION

Varley, Dr. Melissa	\$219,300
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**Berkeley Heights Public Schools
Office of the Superintendent
June 16, 2022**

It is recommended by the Superintendent of Schools that the Board of Education approve the employment and salaries of the district administrators listed below for the 2022-2023 fiscal year:

<u>NAME</u>	<u>POSITION</u>	<u>2022-2023 SALARY</u>
Acosta, Grace	Assistant Principal	\$ 135,640
Bartlett, Jacqueline	Assistant Principal	\$ 118,445
Clifton, Ann	Director	\$ 150,068
Corley-Hand, Anne	Elementary Principal	\$ 171,137
Finley, James	Supervisor	\$ 130,833
Gardner, Michele	Director	\$ 165,981
Hopkins, Stephen	Director/Supervisor	\$ 175,707
Janosko, Ashley	Director	\$ 147,961
Marley, Brenda	Elementary Principal	\$ 131,600
Morisseau, Jon	Elementary Principal	\$ 181,294
Morra, Kevin	Supervisor	\$ 144,100
Nardi, Jessica	Elementary Principal	\$ 167,903
Nixon, Robert	High School Principal	\$ 181,027
Oliveria, Tara	Assistant Principal	\$ 136,897
Scott, Laurie	Supervisor	\$ 169,046
Ziobro, Drew	Supervisor	\$ 130,833

It is recommended by the Superintendent of Schools that the Board approve the employment and salaries of the following tenured support staff for the 2022-2023 fiscal/school year.

- references the 2021-2022 guide steps and salary figures. Guide steps and salary figures for 2022-2023 will be approved when a new negotiated Agreement between the Board of Education and the Berkeley Heights Education Association is approved and new salary guides/salaries are established.

NAME	2022-2023 GUIDE STEP #	2022-2023 SALARY #
Ellen Biskaduros	9	\$ 55,756.08
Donna Cieslinski	8	\$ 54,759.12
Renee Curcio	12 +L2	\$ 59,500.00
Cheryl Gillick	12 +L2	\$ 59,500.00
Deborah Koutsaftes	12	\$ 58,750.00
Anne Marie Martis	12 +L2	\$ 59,500.08
Annette Milos	12 +L2	\$ 59,500.00
Josephine Morrison	12	\$ 58,750.08
Ashley Reedy	10	\$ 56,753.00
Debra A. Reiss	12 +L2	\$ 59,500.08
Renee Murillo	12 +L1	\$ 58,854.00
Yuthika Deva	12 +L1 (10 months)	\$ 45,288.00

2022-2023 Custodial Maintenance Supervisors' Contract Rates

Name		Base Salary	Bldg. Stipend		Stipend	Total
ABATE	ANTHONY	95,041	\$3,600	\$98,641	\$4,940	\$103,581
DOMINGO	VINCENT	84,554	\$4,600	\$89,154		\$89,154
FOTI	JOSEPH	84,554	\$3,600	\$88,154	\$750	\$88,904
FOWLER	JOHN	84,554	\$3,600	\$88,154		\$88,154
GONZALES	NOLBERTO	84,554	\$3,600	\$88,154	\$1,200	\$89,354
MARIN	JOHAN	84,554	\$5,600	\$90,154	\$1,200	\$91,354
O'DOWD	ANDREW	84,554	\$3,600	\$88,154		\$88,154

2022-2023 Custodian Contract Rates

Name		Step	Base Salary	Stipend	Total
ANDERSON	HOWARD	1	\$ 20,449.19	\$ -	\$ 20,449.19
AZOFEIFA	LUIS	9	\$ 49,230.00	\$ 750.00	\$ 49,980.00
BOLANOS	DIANA	7	\$ 48,363.00	\$ 750.00	\$ 49,113.00
CARABALLO	BRIAN	3	\$ 47,141.00	\$ -	\$ 47,141.00
CARABALLO	JOSEPH	4	\$ 47,141.00	\$ -	\$ 47,141.00
FARRELL	RONALD P.	18	\$ 57,256.00	\$ 1,200.00	\$ 58,456.00
GASPARINI	MICHAEL J.	1	\$ 62,756.00	\$ 1,700.00	\$ 64,456.00
HILL	CRAIG	8	\$ 48,786.00	\$ 750.00	\$ 49,536.00
HOEHN	ROBERT	7	\$ 48,363.00	\$ 750.00	\$ 49,113.00
INSINGA	GIUSEPPE V.	17	\$ 55,681.00	\$ 750.00	\$ 56,431.00
LYNCH	GEORGE W.	11	\$ 50,168.00	\$ 750.00	\$ 50,918.00
PARIS	MITCHELL	1	\$ 46,741.00	\$ -	\$ 46,741.00
REHBERGER III	WALTER K.	E	\$ 69,603.00	\$ 1,700.00	\$ 71,303.00
SAYUSTH	LINA	1	\$ 46,741.00	\$ -	\$ 46,741.00
SBLENDORIO	NICHOLAS	4	\$ 47,141.00	\$ -	\$ 47,141.00
TOMCHAK	DYLAN	2	\$ 46,741.00	\$ -	\$ 46,741.00

2022-2023 Maintenance Contract Rates

Name		Step	Base Salary	Stipend	Maint Stipend	Total
BLAJSA	TIMOTHY	K	\$ 57,959.00	\$ 1,700.00	\$ 1,000.00	\$ 60,659.00
CENTURION	ANTONIO	10	\$ 47,757.00	\$ -	\$ 1,000.00	\$ 48,757.00
HOLSTEN	JOHN	12	\$ 48,695.00	\$ 750.00	\$ 1,000.00	\$ 50,445.00
SHAW	JUSTIN	3	\$ 45,268.00	\$ -	\$ 1,000.00	\$ 46,268.00
VENEZIA	JOSEPH	C	\$ 73,051.00	\$ 1,700.00	\$ 1,000.00	\$ 75,751.00

2022-2023 Transportation Contract Rates

Name		Hourly Rate
CANDELARIA	CLARISSA	\$18.37
CHARLES	GERARD	\$20.60
DWYER	ROBERT	\$21.60
HARMS	BRUCE	\$19.35
LEBON	NICODEMA	\$20.60
RIEN	DAVID	\$20.93

Paraprofessionals 2022-2023

- references the 2021-2022 hourly pay rate. Guide steps and salary figures for 2022-2023 will be approved when a new negotiated Agreement between the Board of Education and the Berkeley Heights Education Association is approved and new salary guides/salaries are established.

<u>Name</u>	<u>School</u>	<u>2022-2023 Hourly Pay Rate #</u>	<u>2022-2023 Hours Per Day</u>	<u>2022-2023 Annualized Salary #</u>
Almada, Diana	CMS	\$17.64	6.75	\$21,789.81
Alvarez, Monica Maroto	MKMECC	\$17.30	6.75	\$21,369.83
Appolonia, Cathy	MKMECC	\$19.38	6.75	\$23,939.15
Ardito, Susan	GLHS	\$18.01	7	\$23,070.81
Brown, Karin	CMS	\$19.38	6.75	\$23,939.15
Candeloro, Cecilia	MKMECC	\$18.01	6.75	\$22,246.85
Carbone, Loriann	MKMECC	\$18.01	6.75	\$22,246.85
Chok, Debbie	MPS	\$18.01	6.75	\$22,246.85
Coppola, Valentina	GLHS	\$19.06	7	\$24,415.86
Dasti, Nancy	MKMECC	\$19.06	6.75	\$23,543.87
DePaola, Tereza	CMS	\$27.34	6.75	\$33,771.74
Ellis, Jenna	TPH	\$18.42	6.75	\$22,753.31
Elmi, Erica	GLHS	\$24.18	7	\$30,974.58
Esposito, AnnMarie	MPS	\$18.01	6.75	\$22,246.85
Florio-Hammer, Patricia	MPS	\$17.30	4.25	\$13,455.08
Foster, John	GLHS	\$18.42	7	\$23,596.02
Friedenberg, Gail	MPS	\$20.71	6.75	\$25,582.03
Gelormini, Kathleen	MPS	\$17.64	6.75	\$21,789.81
Goncalves, Leslie	GLHS	\$17.64	7	\$22,596.84
Guidetti, Jennifer	CMS	\$17.30	6.75	\$21,369.83
Hamilton, Carvion	WWECC	\$17.30	6.75	\$21,369.83
Hartnett, Maureen	GLHS	\$17.30	7	\$22,161.30
Hilbert, Elva Marie	MPS	\$18.01	6.75	\$22,246.85
Honey, Suzanne	MKMECC	\$18.01	6.75	\$22,246.85
Iannone, Christine	CMS	\$27.34	6.75	\$33,771.74
Imbimbo, Mary	GLHS	\$17.30	7	\$22,161.30
Jensen, Jodi	CMS	\$19.38	6.75	\$23,939.15
Kissell, Daniella	GLHS	\$18.73	7	\$23,993.13
Kolb, Patricia	GLHS	\$17.30	7	\$22,161.30
Koubek, Michael	GLHS	\$17.64	7	\$22,596.84
Lamaita, Susan	MKMECC	\$22.89	6.75	\$28,274.87
Lee, Connie	GLHS	\$17.30	7	\$22,161.30
Lloyd, Samantha	MPS	\$18.42	6.75	\$22,753.31
Long, Abigail	GLHS	\$17.30	7	\$22,161.30

<u>Name</u>	<u>School</u>	<u>2022-2023 Hourly Pay Rate #</u>	<u>2022-2023 Hourss Per Day</u>	<u>2022-2023 Annualized Salary #</u>
Lowenstein, Tracey	TPH	\$26.52	6.75	\$32,758.83
Magliacano, Janet	MKMECC	\$18.01	6.5	\$21,422.90
Malhosky, Kathleen	GLHS	\$27.34	7	\$35,022.54
Manganiello, Colleen	GLHS	\$27.34	7	\$35,022.54
Marszalek, Melissa	MKMECC	\$19.38	6.75	\$23,939.15
Martucci, Sylvia	GLHS	\$18.01	7	\$23,070.81
McAdam, Kelly	GLHS	\$18.73	7	\$23,993.13
Miller, Andrea	TPH	\$18.73	6.75	\$23,136.23
Neigel, Daivd	GLHS	\$18.42	7	\$23,596.02
Pellew, Tiffany	GLHS	\$19.38	7	\$24,825.78
Peterson, Yolande	CMS	\$17.30	6.75	\$21,369.83
Piatnochka, Denise	GLHS	\$27.34	7	\$35,022.54
Pirrone, Gabriela	GLHS	\$17.30	7	\$22,161.30
Place, Linda	MKMECC	\$23.59	6.5	\$28,060.31
Pomo, Pamela	GLHS	\$21.38	7	\$27,387.78
Procaccini, Tracy	GLHS	\$21.38	7	\$27,387.78
Ramalho, Judith	MPS	\$25.69	6.75	\$31,733.57
Rami, Zinkal	GLHS	\$17.30	7	\$22,161.30
Reyes, Sandra	GLHS	\$17.64	7	\$22,596.84
Richel, Kimberly	CMS	\$17.30	6.75	\$21,369.83
Roggerman, Jennifer	CMS	\$17.64	6.75	\$21,789.81
Sabella, Maryann	MKMECC	\$19.71	6.75	\$24,346.78
Sathe, Meghana	GLHS	\$17.30	7	\$22,161.30
Sherman, Marisa	CMS	\$19.06	6.75	\$23,543.87
Simonelli, Karen	MKMECC	\$18.01	6.75	\$22,246.85
Souren, Spencer	MPS	\$17.64	8	\$25,824.96
Souren, Debra	GLHS	\$17.30	7	\$22,161.30
Speer, Deborah	MKMECC	\$17.30	6.5	\$20,578.35
Stallone, Sharon	CMS	\$19.71	6.75	\$24,346.78
Sullivan, Lisa	MPS	\$19.06	6.75	\$23,543.87
Wahlers, Tracy	CMS	\$19.06	6.75	\$23,543.87
Woods, Christine	MKMECC	\$18.42	6.75	\$22,753.31

Berkeley Heights Public Schools
Office of the Superintendent
June 16, 2022

2022 Summer Child Study Team Employment

Name	Employment	Hours	Pay Rate
Danielle Ayer	Child Study Team Member	7.5 days	Per diem rate of their 2022-2023 annual salary
Erin Lanigan	Child Study Team Member	4 days	Per diem rate of their 2022-2023 annual salary
Heather McGarry	Child Study Team Member	1.75 days	Per diem rate of their 2022-2023 annual salary
Jeannette Gates	Child Study Team Member	4 days	Per diem rate of their 2022-2023 annual salary
Jim Weaver	Child Study Team Member	1 day	Per diem rate of their 2022-2023 annual salary
Joanna Trainor	Child Study Team Member	9.75 days	Per diem rate of their 2022-2023 annual salary
Lauren Simon	Child Study Team Member	13.25 days	Per diem rate of their 2022-2023 annual salary
Megan Gallagan	Child Study Team Member	2.5 days	Per diem rate of their 2022-2023 annual salary
Melinda Willson	Child Study Team Member	6.25 days	Per diem rate of their 2022-2023 annual salary
Melissa Mohr	Child Study Team Member	7 days	Per diem rate of their 2022-2023 annual salary
Michelle Morin	Child Study Team Member	3 days	Per diem rate of their 2022-2023 annual salary
Paul Grant	Child Study Team Member	6.5 days	Per diem rate of their 2022-2023 annual salary
Peter Sempepos	Child Study Team Member	3.25 days	Per diem rate of their 2022-2023 annual salary
Sarah Fernandes	Child Study Team Member	4.75 days	Per diem rate of their 2022-2023 annual salary
Steve Siebelts	Child Study Team Member	3 days	Per diem rate of their 2022-2023 annual salary
Susan Tennant	Child Study Team Member	4.75 days	Per diem rate of their 2022-2023 annual salary
Suzanne Morley	Child Study Team Member	8.75 days	Per diem rate of their 2022-2023 annual salary
Suzy Porzio	Child Study Team Member	10 days	Per diem rate of their 2022-2023 annual salary
Toby Marcus	Child Study Team Member	5 days	Per diem rate of their 2022-2023 annual salary
Alexis Bellardino	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Belinda Healey	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Carla Gamba	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Carol Scales	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Christine DiNoia	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Christine Ekert	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Dawn Buchan	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Emily Goodman	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Erika Barton	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule

Name	Employment	Hours	Pay Rate
Gianna Czerniak	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Gillian Mahy	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Kacie Worswick	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Karen Bocian	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Kevin Fontana	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Lindsay Liguori	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Marcy Helmstetter	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Maria Graziano	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Megan Mansfield	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Neila Schmidt	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Nicole Abbate	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Olivia Mazzaferro	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Sally Stevenson (until 6/30)	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule
Staci Toporek	Teacher for CST/IEP Meetings	As needed	Per-diem rate of Step 11C on 2022-2023 Teacher Salary Schedule

Berkeley Heights Public Schools
Office of the Superintendent
June 16, 2022

2022 Summer School Employment

Name	Employment	Hours	Pay Rate
Alexa Rubino	Teacher	92	\$42 per hour
Alexis Bellardino	Teacher	52	\$42 per hour
Antonino Passalacqua	Teacher	136	\$42 per hour
Belinda Healey	Teacher	49 hours	\$42 per hour
Catherine Acito	Teacher	65	\$42 per hour
Cindy Mac Kinnon	Teacher	49 hours	\$42 per hour
Corrie Kennedy	Teacher	49 hours	\$42 per hour
Elizabeth Kane	Teacher	49 hours	\$42 per hour
Erica Elmi	Teacher	49 hours	\$42 per hour
Gillian Mahy	Teacher	49 hours	\$42 per hour
Jessica Priolo	Teacher	49 hours	\$42 per hour
Lydia Kang	Teacher	49 hours	\$42 per hour
Megan Mansfield	Teacher	126	\$42 per hour
Nicole Abbate	Teacher	52	\$42 per hour
Nicole Sacci	Teacher	104	\$42 per hour
Sue LaMaita	Teacher Sub	68	\$42 per hour
Cathryn Lake	School Nurse	70 hours	per diem rate of their 2022-2023 annual salary
Margaret Berry	School Nurse	75 hours	per diem rate of their 2022-2023 annual salary
Abigail Long	Paraprofessional	150	\$22 per hour
AnneMarie Esposito	Paraprofessional	145	\$22 per hour
Ava Amiano	Paraprofessional	48	\$22 per hour
Avery Sullivan	Paraprofessional	48	\$22 per hour
Catherine Acito	Paraprofessional	88	\$22 per hour
Debra Souren	Paraprofessional	25	\$22 per hour
Diana Almada	Paraprofessional	48	\$22 per hour
Gabriella Pirrone	Paraprofessional	45 hours	\$22 per hour
Ilene Gerstenfeld	Paraprofessional	64	\$22 per hour
Isabel Jacovini	Paraprofessional	48	\$22 per hour
Jackson Tennant	Paraprofessional	145	\$22 per hour
Jennifer Guidetti	Paraprofessional	80	\$22 per hour
Jennifer Roggerman	Paraprofessional	48	\$22 per hour
Josie Kwan	Paraprofessional	130	\$22 per hour
Karen Simonelli	Paraprofessional	64	\$22 per hour
Katherine Ihringer	Paraprofessional	80	\$22 per hour
Kelly McAdam	Paraprofessional	80	\$22 per hour
Leslie Goncalves	Paraprofessional	45 hours	\$22 per hour
Lisa Sullivan	Paraprofessional	48	\$22 per hour

Name	Employment	Hours	Pay Rate
Maureen Hartnett	Paraprofessional	75	\$22 per hour
Melissa Jensen	Paraprofessional	64	\$22 per hour
Michelle Martino	Paraprofessional	20	\$22 per hour
Monica Maroto Alvarez	Paraprofessional	80	\$22 per hour
Nyasia Diaz	Paraprofessional	64	\$22 per hour
Shannon Vitale	Paraprofessional	60	\$22 per hour
Sylvia Martucci	Paraprofessional	48	\$22 per hour
Tracey Wahlers	Paraprofessional	48	\$22 per hour
Wendy Guma	Paraprofessional	80	\$22 per hour
Ella Grant	Paraprofessional & Bus Aide	180	\$22 per hour
Justin Patterson	Paraprofessional & Bus Aide	88	\$22 per hour
Violet Lewis	Bus Health Aide	110	\$26 per hour
Alexandria Korba	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Cecilia Candeloro	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Courtney Capizzi	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Debra Souren	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Leslie Gonclaves	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Robyn Halterman	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Stacy McGovern	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Suzanne Honey	Substitute Teacher/Para.	--	\$42/hr-teacher & \$22/hr paraprofessional
Anna Lenger	Substitute Teacher	--	\$42 per hour
Bailey Tocci	Substitute Teacher	--	\$42 per hour
Callie Ciarrocca	Substitute Teacher	--	\$42 per hour
Cecilia Candeloro	Substitute Teacher	--	\$42 per hour
Courtney Capizzi	Substitute Teacher	--	\$42 per hour
Danielle Petryk	Substitute Teacher	--	\$42 per hour
Grace Delia	Substitute Teacher	--	\$42 per hour
Isabella Definis	Substitute Teacher	--	\$42 per hour
Jaqueline Wells	Substitute Teacher	--	\$42 per hour
Scott Jonach	Substitute Teacher	--	\$42 per hour
Shannon Vitale	Substitute Teacher	--	\$42 per hour
Sydney Quinn	Substitute Teacher	--	\$42 per hour
Taylor Hutchins	Substitute Teacher	--	\$42 per hour
Emma Hetherington	Substitute Paraprofessional	--	\$22 per hour
Kim Richel	Substitute Paraprofessional	--	\$22 per hour
Anna Vinokur	Substitute Nurse	--	\$38 per hour
Natalie Cristallo	Substitute Nurse	--	\$38 per hour
Ashley Morris	Substitute Secretary	--	\$16.50 per hour
Gina DeLauro	Substitute Secretary	--	\$16.50 per hour
Heather Goldstein	Substitute Secretary	--	\$16.50 per hour

ATTACHMENT T

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

**2022-2023
SPECIAL EDUCATION TUITION CONTRACT AGREEMENT**

THIS AGREEMENT entered into this 1st day of July, 2022, between the Union County Educational Services Commission and the Berkeley Heights Board of Education, County of Union, State of New Jersey.

WHEREAS, the Berkeley Heights Board of Education lacks the necessary facilities for the provision of a suitable program for the 2022-2023 school year for certain classified students as provided for in the New Jersey Administrative Code Title 6 and Title 18A of the New Jersey Statutes, and;

WHEREAS, the Union County Educational Services Commission has established suitable classes which provide an educational program for students classified as such and has maintained the necessary facilities to engage in such an educational program,

NOW THEREFORE, in consideration of the promises and of the mutual promises and covenants herein contained, it is agreed by the parties hereto that:

1. The Union County Educational Services Commission shall provide a suitable educational program in accordance with procedure and regulations established by the New Jersey Commissioner of Education and the New Jersey State Board of Education, for those classified students who shall be referred to them by the Berkeley Heights Board of Education;

2. The Berkeley Heights Board of Education, as consideration for such an educational program shall pay tuition fees of:

<u>2022-2023 SCHOOL YEAR</u>	<u>TUITION</u>
<u>EXTENDED SCHOOL YEAR RATES — July 1, 2022-August 12, 2022</u>	<u>(30 Days)</u>

ESY RATES FOR 2022 (July 1 – August 12 with school closed on July 4)	
WESTLAKE SCHOOL - MULTIPLY DISABLED PROGRAM	\$ 6,630
WESTLAKE SCHOOL- AUTISTIC PROGRAM	\$ 9,160
CROSSROADS SCHOOL	\$ 9,160
LAMBERTS MILL ACADEMY	\$ 9,879
NEW POINT SPECIALTY RESIDENTIAL TREATMENT FACILITY/NEW DAY PROGRAM	\$ 9,879
PERSONAL AIDE FOR WESTLAKE SCHOOL, CROSSROADS, LAMBERTS MILL ACADEMY, OR TRANSITION SERVICES	\$ 4,488
WORK READINESS TRAINING PROGRAM	
Half-day program	\$ 5,276
Full-day program	\$ 9,879
ADDITIONAL INDIVIDUAL THERAPY SERVICES OVER AND ABOVE SERVICES INCLUDED IN TUITION WILL BE BILLED AT THE RELATED SERVICES PER SESSION RATE (see page 5)	

REGULAR SCHOOL YEAR RATES –SEPTEMBER 8, 2022-JUNE 20, 2023—(180 DAYS)

<u>WESTLAKE SCHOOL</u>	
<u>MULTIPLY DISABLED PROGRAM</u>	
<u>Elementary/ Middle</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP.	\$56,217
<u>High School Programs</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is structured Learning Experience-Work Readiness Programs in the community.	\$56,630
<u>AUTISTIC PROGRAM</u>	
<u>Elementary/ Middle</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is structured Learning Experience-Work Readiness Programs in the community.	\$78,673
<u>High School Programs</u> Tuition rate inclusive of speech and occupational therapy as reflected in student's IEP. Also included is rigorous community based Work Readiness Programs.	\$79,254
<u>HALF-DAY SHARED PROGRAM – Ages 16-21</u> Focus on Vocational and Life Skills development	\$36,771
<u>HALF-DAY SHARED PERSONAL AIDE</u>	\$32,462

<p><u>CROSSROADS SCHOOL</u> <u>AUTISTIC PROGRAM – (Pre School/Elementary/Middle School Programs)</u> Tuition rates inclusive of speech and occupational therapy as reflected in student's IEP.</p>	<p>\$78,673</p>
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<p><u>LAMBERTS MILL ACADEMY</u> <u>BEHAVIORAL DISABILITIES PROGRAM – (Middle School/High School Programs)</u> Collaborative partnership with Trinitas Hospital Student Behavioral Health providing psycho-therapeutic services in an educational setting Tuition rates inclusive of: One individual counselling session per week Five group counseling sessions per week: On call counseling daily Psychiatric Intervention Services –Available for psychiatric evaluations, consultations, and medication management Speech Therapy</p>	<p>\$59,711</p>
<p><u>POST SECONDARY PROGRAM FOR 5TH YEAR STUDENTS</u> Emphasis on work readiness and college preparatory skills integrated in a therapeutic education environment</p>	<p>\$59,711</p>
<p><u>NEW POINT SPECIALTY PROGRAM/NEW DAY PROGRAM (ages 13-21)</u> <u>BEHAVIORAL DISABILITIES PROGRAM</u> Collaborative partnership with Trinitas Hospital Behavioral Health providing an educational program in an intensive behavioral therapeutic setting. Services provided as full day classroom model on unit or at Lamberts Mill Academy for qualified students.</p>	<p>\$59,711</p>

<u>Transition Services Department</u>	
<p><u>WORK READINESS ACADEMY</u> Comprehensive Transition Program for students with disabilities ages 17-21 focused on developing work readiness skills. Students attend Structured Learning Experiences (SLEs) in the community three days per week and receive classroom-based skill instruction one day per week at our center in Westfield, NJ. Students also develop person-centered post-secondary plans and independent living skills. The program takes weekly trips into the community including visits to a local fitness center to exercise.</p>	<p>Full-Time \$61,812</p> <p>Shared Time Tuition prorated based on participation</p>
<p><u>Project SEARCH at Overlook Medical Center</u> A one-year, immersion-based internship program that takes place entirely inside a major hospital in Union County. Students rotate through three different internship experiences on-site at the hospital where they learn and practice transferrable job skills. This application-based training program is designed for students with developmental disabilities including Autism. Students must agree that their participation in the program would mean it will be their final year of the high school entitlement and be willing to accept a diploma at the completion of the program. Accepted students receive intensive training on the use of public transportation to get to and from the hospital.</p>	<p>\$48,205</p>
<p><u>Contracted SLE Programs</u> UCESC's Transition Services department partners with local school districts to provide contracted Structured Learning Experience (SLE) programs. These services include: establishing relationships with local businesses, developing internship experiences, securing the appropriate paperwork and liability insurance for the program, transporting students to and from the SLE sites, providing a trained support professional on-site with each student, and providing ongoing SLE supervision by a trained and certified Special Education teacher.</p>	<p>Rates vary based on a district's needs. Individual contracts are developed after consultation with the district.</p>
<p><u>PERSONAL AIDE</u> FOR WESTLAKE SCHOOL, CROSSROADS SCHOOL, LAMBERTS MILL ACADEMY , OR TRANSITION SERVICES</p>	<p>\$50,490</p>

RELATED SERVICES for WESTLAKE SCHOOL, CROSSROADS, LAMBERTS MILL ACADEMY AND WORK READINESS PROGRAM (30 minute sessions)		
Physical Therapy (OT & Speech Therapy included in Tuition)		\$80/session
NONPUBLIC SERVICES Chapters 192/193, Title 1, Nursing, Technology		All services funded from State/Federal entitlement
Textbooks		10% Administration Charge (not funded from entitlement)
Security Aid		12% Administration Charge (not funded from entitlement)
NonPublic IDEA Services:	NP Teacher Speech/Language Therapist OT/PT Therapy Services Paraprofessional Service Charge for Ordering Products	\$122/hr. \$122/hr. \$102/30 min session \$41/hr. 5%
EANS Program:	Processing Fee Teacher Rate Paraprofessional Rate Counseling Services	5% \$60/hr. \$25/hr. \$85/hr.
CHILD STUDY TEAM SERVICES (PUBLIC SCHOOL SERVICES) Educational Psychology, Educational, Social, and Speech Therapy Evaluations		\$428/evaluation
Required CST Meeting		\$102/hour
Administrative support including due process hearings, travel, record reviews and additional meetings		\$128/hour
½ Day and Full Day Services available		Call for rates
Oral Language/Additional Educational Evaluation		\$77/evaluation
Other additional sub-tests to WJ or Wechsler batteries		\$77/addt'l sub-test
Addt'l Supplemental Educational/Cognitive Evals plus written reports		\$428/evaluation
Spanish Bilingual Educational or Psychological Evaluation with report (Standard WJ ACH or Wechsler battery)		\$561/evaluation
Speech/Language Evals (including 2 appropriate language assessments and written reports)		\$428/evaluation
Articulation only Speech Evaluations with written report		\$128/evaluations

<u>TRANSPORTATION</u> Special Education, Public, Non-Public, and Vocational School transportation for participating districts	4% surcharge: Contract and Aide
<u>HOSPITAL SERVICES</u> TRINITAS HOSPITAL Behavioral Unit - Bedside Instruction New Point Specialty Residential Education Program/New Day Program – services provided as full day classroom model on unit or at Lamberts Mill Academy for qualified students. CHILDREN’S SPECIALIZED HOSPITAL – Home Instruction Model General Education Students (5 hours) Special Education Classified Students (10 hours)	\$71/hour \$59,711/pupil \$396 per week \$785 per week
<u>ENVIRONMENTAL SAFETY PROGRAMS</u> Available Programs: Right To Know Training, Bloodborne Pathogens, Public Employees Occupational Safety and Health (PEOSHA)	15% Administrative Charge
<u>MEMEBERSHIP FEES</u>	\$.25/resident pupil

for the 2022-2023 school year. The school year will be that established by the Union County Educational Services Commission. This fee shall be payable monthly commencing on the 30th day of each month for which services have already been rendered for said month or any part thereof. Annual tuition shall be prorated commencing with the calendar month of enrolment. Tuition will be calculated on enrolment.

3. If any student is in attendance in an educational program of the Union County Educational Services Commission for any portion of a month, or though not in attendance, is enrolled and thirty (30) days notice, in writing, of withdrawal has not been given the Superintendent of Union County Educational Services Commission, the Berkeley Heights Board of Education shall be liable for a full month's tuition as aforesaid. Withdrawal of a child during the month without said thirty (30) days notice shall immediately terminate this contract as to said student with tuition payable through the month, or two weeks following the date of withdrawal, whichever is greater.

4. This agreement may be terminated by either party in accordance with N.J.A.C. 6A 14-7.7.

5. Transportation: The students shall arrive at and depart from the premises of the Commission at such time the Commission establishes. The Commission shall have no responsibility to transport any students to and/or from the premises of the Commission. The cost of transportation shall be the sole responsibility of the Board. If the Board wishes to do so, it may contract with the Commission to provide transportation services.

6. Progress Reports shall be provided semi-annually.

AGREEMENT

THIS AGREEMENT made the 2nd day of June 2022.

BETWEEN: MORRIS-UNION JOINTURE COMMISSION
340 Central Avenue
New Providence, NJ 07974
Hereinafter designated as "MUJC".

AND: BERKELEY HEIGHTS BOARD OF EDUCATION
345 Plainfield Avenue
Berkeley Heights, NJ 07922
As contracting district

WHEREAS, the Morris Union Jointure Commission is a local educational agency in the State of New Jersey, and

WHEREAS, MUJC maintains its bus fleet, and

WHEREAS, Berkeley Heights Board of Education would like to enter into an interlocal/shared services agreement for vehicle maintenance,

NOW THEREFORE, the parties to this Agreement agree by and between themselves as follows:

1. TERM: The term of this Agreement shall be 12 months, commencing July 1, 2022 and if not otherwise terminated sooner, this Agreement shall terminate June 30, 2023, unless otherwise extended.
2. CONTRACTUAL SERVICES TO BE PERFORMED: MUJC agrees to provide, and the Contracting District agrees to pay the MUJC for, parts and labor to repair and service school vehicles. At the request of the contracting district, MUJC shall also perform bus washing, which will be billed separately, at a cost listed below.
3. DROP OFF/ PICK UP: The Contracting District is responsible for transporting their vehicles to the MUJC Garage at 310 Snyder Ave. Berkeley Heights, N.J. to have services performed. After completion of the repair and maintenance services, the Contracting District's vehicle will be put at the disposal of the Contracting District for collection from the MUJC Garage.
4. CONTRACT PRICE: The contract price for the term of July 1, 2022 through June 30, 2023 shall be:

LABOR: \$81.18 per hour

PARTS: Parts required to complete the repairs and service of the vehicle will be identified on the invoice and billed at the rate charged to MUJC.

SHOP FEE: A flat fee of \$37.15 will be charged per service. This is intended to cover incidental shop supplies necessary to provide the service.

BUS WASHING: A flat fee of \$81.71 per vehicle will be charged for vehicle washing by appointment only.

TOWING: The Contracting District will have to contract separately for towing with another vendor.

OTHER: If the MUJC estimates that a particular repair will exceed \$1,000.00 for parts and labor, it will inform the Contracting District before performing the repair. Within twenty-four hours after receipt of the MUJC's price estimate, the Contracting District shall inform the MUJC's Transportation Director in writing whether or not the repair should proceed.

The Contracting District will retrieve its vehicle from the MUJC Garage within two business days from the date the MUJC notified the District of the completion of the repair or, if the Contracting District determines not to have a vehicle repaired, the cost of which the MUJC estimated would exceed \$1,000.00, from the date notice was given by the MUJC that the estimated cost of repair would exceed \$1,000.00.

If the Contracting District fails to retrieve the vehicle within the allotted time, or such longer period to which the parties may agree, the MUJC may cause the vehicle to be returned to the Contracting District at the latter's expense.

PAYMENT: Payment of the contract price shall be made in accordance with the customary voucher system employed by the MUJC.

5. INSURANCE: The MUJC, at its own expense, agrees to provide and maintain during the term of this Agreement, or any renewal or extension thereof, worker's compensation insurance, and comprehensive general liability and products liability insurance, with limits in amounts not less than One Million Dollars (\$1,000,000.00) for property damage, and One Million Dollars (\$1,000,000.00) for personal injuries, naming the MUJC and the BERKELEY HEIGHTS BOARD OF EDUCATION as the insured there under, and to submit certificates of insurance to the BERKELEY HEIGHTS BOARD OF EDUCATION at or before the execution of this Agreement.

6. TERMINATION OF CONTRACT: Either party may terminate the agreement by giving the other party 30 days prior written notice of termination.

In the event of termination, the Contracting District shall pay the MUJC for all services rendered and parts installed up to and including the date of termination.
7. LICENSES: The MUJC represents that it has obtained and will maintain all necessary licenses required in connection with the performance of this Agreement.
8. OBEDIENCE TO THE LAW: In performing its services, the MUJC shall comply with all applicable laws then in effect relating to the disposal and storage of oil, gas, and other hazardous material.
9. ASSIGNMENT: This Agreement may not be assigned by the contractor without the prior written consent of the Contracting District.
10. COMPLETE AGREEMENT: This Agreement contains all the covenants, understandings, agreements and stipulations between the parties and the parties hereto declare their intention to be legally bound thereby. This Agreement shall constitute an indivisible agreement which shall not be subject to any division into its individual parts.
11. BINDING EFFECT: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.
12. GOVERNING LAW: This Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey.
13. "WHEREAS" CLAUSE: All the paragraphs of this Agreement entitled "Whereas" are incorporated herein by reference.
14. Except as provided in the next paragraph, the MUJC warrants the services performed by it for a period of three months from the date of the service. This proper performance warranty is limited to the correction of the defect resulting from its services, at no extra cost, excluding any claim for compensation for loss of use. The MUJC will correct in its Garage any proven faulty workmanship occurring within the warranty period following re-delivery to the Contracting District, provided that the Contracting District shall have given the MUJC written notice of its claim within seven business days maximum after the discovery of the defect. The Contracting District shall make its warranty claim enclosing a detailed written statement of the defects observed, giving the reasons, conditions and circumstances of the failure. This warranty shall not apply if the vehicle is not used or handled in accordance with the manufacturer's instructions and recommendations. Nor shall this warranty apply to defects, non-conformity, abnormal wear and tear, or accident attributable in whole or part to misuse or negligence by the Contracting District or damage by the elements.

The MUJC does not warrant parts or components supplied or serviced by third parties or by the Contracting District. Subject to payment for these parts and components, warranties associated with same, if any, will pass directly from the manufacturer to the Contracting District. In the event that a defect results from the failure of such a part or component, the Contracting District agrees not to pursue any claim against the MUJC.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals.

Attest:

BERKELEY HEIGHTS BOARD OF EDUCATION

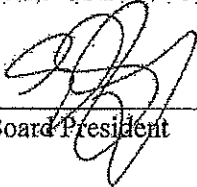
By: _____
Business Administrator
/Board Secretary

By: _____
Board President

Attest:

MORRIS-UNION JOINTURE COMMISSION

By: Jason Parenti
Business Administrator
/Board Secretary

By: 
Board President

ATTACHMENT V

SHARED SERVICES AGREEMENT
between the
BERKELEY HEIGHTS BOARD OF EDUCATION
and
TOWNSHIP OF BERKELEY HEIGHTS

THIS SHARED SERVICES AGREEMENT (hereinafter "Agreement") is made on this _____ day of _____, 2022 by and between the BERKELEY HEIGHTS BOARD OF EDUCATION (hereinafter "Board of Education"), and the TOWNSHIP OF BERKELEY HEIGHTS (hereinafter "Township").

WHEREAS, the Township Police Department currently assigns a police officer to the Governing Livingston High School during the school year, who serves as a student resource officer; and

WHEREAS the Board of Education finds a benefit to its students and faculty to have a police officer at the High School, and has agreed to contribute to the costs of having such officer be assigned to the High School during the school year, and has engaged in discussions regarding a potential shared services agreement for same; and

WHEREAS the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

WHEREAS the Board of Education and Township agree that it makes financial sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

WHEREAS the Board of Education and Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act;

NOW THEREFORE, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, the parties do hereby agree as follows:

I. Goals and Objectives:

It is understood and agreed that the Board of Education and the Berkeley Heights Police Department share the following goals and objectives with regard to the School Resource Officer (SRO) Program:

1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and function of law enforcement agencies;

2. To encourage the SRO to attend extracurricular activities held at schools, such as PTO meetings, athletic events, and concerts;

3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, trespassers, the possession and use of weapons on school grounds, the illegal use, sale and/or distribution of controlled dangerous substances and similar disturbances;

4. To report serious crimes that occur on school grounds and to cooperate with law enforcement officials in their investigation of crimes that occur at school;

5. To cooperate with law enforcement officials in their investigations of school-related criminal offenses which occur off school grounds.

II. Employment and Assignment of School Resource Officer

A. The officer assigned as a School Resource Officer (hereinafter the "SRO") shall be at the discretion of the Chief of Police. The SRO will possess the qualities and qualifications necessary in order to accomplish the aforementioned mutual goals and objectives. In the event of problems which may warrant removal or replacement of the SRO, the Superintendent of Schools shall notify the Chief of Police and may request that such action be taken.

B. The SRO shall be an employee of the Berkeley Heights Police Department and shall be subject to the administration, supervision and control of the Berkeley Heights Police Department. He/She shall also be subject to all rules and regulations, policies, orders and directives of the Berkeley Heights Police Department.

C. The Berkeley Heights Police Department shall have the sole power and authority to hire, discharge, assign and discipline the SRO.

III. Duty Hours

A. The SRO shall work a 4 on, 3 off schedule consistent with current collective bargaining agreement of the Police Department. Subject to schools being in session, the SRO shall make efforts to move his/her scheduled work days to most efficiently align with school events, functions, and needs. This schedule flexibility is crucial to the success of the SRO program. In the case of emergency or special situation, and at the discretion of a commanding officer, the SRO may work more than his/her ordinarily scheduled hours. The payment of any contractual overtime due shall be the responsibility of the Berkeley Heights Police Department.

B. The SRO shall primarily be assigned to Governor Livingston High School, but specific SRO duty hours and school location shall be set by mutual agreement between the Berkeley Heights Public School Superintendent or his/her designee and the Chief of Police or his/her designee.

IV. Basic Qualifications of a School Resource Officer (SRO).

The Berkeley Heights Police Department represents that the SRO assigned shall meet the following basic qualifications:

1. Shall be a sworn, full-time law enforcement officer and should have a minimum of five years of law enforcement experience.
2. Shall have successfully completed any statutorily required School Resource Officer course(s).
3. Shall be trained in the response to active shooter situations.
4. Shall possess sufficient knowledge of the applicable Federal and State laws, Township Ordinances and Board of Education policies and regulations.
5. Shall be capable of conducting criminal investigations.
6. Shall possess an even temperament and set a good example for students;
and
7. Shall possess communication skills that would enable the officer to function effectively within the school environment.

V. Duties of School Resource Officer

- A. Provide security and surveillance at the school and note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which may affect the health, welfare and/or safety of the students and/or school personnel.
- B. Enforce Federal, State and Local laws and ordinances.
- C. Take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences and conditions.
- D. Conduct investigations of criminal or delinquent activity according to established police department policies and procedures.
- E. If assigned by the Chief of Police or his designee, investigate offenses occurring off school property affecting or relating to Berkeley Heights or Mountainside students attending a Berkeley Heights School.

- F. Warn, detain, cite and/or take into custody violators of the law when necessary and in conformance with New Jersey Statutes, Attorney General Guidelines, and the Memorandum of Agreement between the Board of Education and law enforcement officials.
- G. Complete timely and accurate reports in accordance with the requirements of the police department.
- H. Assist in the enforcement of traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.
- I. Recommend measures to protect school and personal property from damage and theft.
- J. Assist school personnel in dealing with emergencies.
- K. Supervise security at school activities and public meetings as directed.
- L. Assist in truancy investigations as requested.
- M. Assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
- N. Coordinate the sharing of delinquency information between the school and the police department, as provided for by N.J.S.A. 2A:4A-60.
- O. Assist with Megan's Law notifications received by the school, as directed by the County Prosecutor.
- P. Provide assistance in programs for peer mediation and peer leadership.
- Q. Act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice system, and related topics.
- R. Upon request, attend faculty meetings relating to his duties as an SRO.
- S. Upon request, attend conferences between school personnel and parents regarding either individual students, or general security concerns.
- T. Counsel public school students in special situations, when requested by the principal or by the parents of the students.
- U. Serve at all times as a role model to students, demonstrating appropriate attitudes, behavior, courtesy and respect.
- V. Maintain a log of activities undertaken in connection with the SRO assignment and

review periodically with the Chief of Police, School Superintendent and High School Principal pursuant to State statute and Attorney General guidelines.

W. Provide the High School Principal with information and assistance necessary to prepare reports for the Board of Education members summarizing the SRO's activities.

X. Perform such other related duties as assigned by the Chief of Police or his/her designee.

VI. Communication between SRO and the schools

A. The SRO will be responsible for day-to-day communication with the High School Principal to the extent necessary and for the purpose of coordinating scheduling.

B. The SRO shall also coordinate and communicate with the principal or the principal's designee of any school at which he may perform duties.

VII. Training

A. The SRO shall be required by the Berkeley Heights Police Department to attend periodic training, seminars, re-certifications and in-service training sessions as directed by the Chief of Police or his/her designee. All efforts will be made to avoid this interfering with the SRO's responsibilities at the school. The SRO should advise school administrators of upcoming absences due to training.

VIII. Dress Code

A. SRO's shall, on the majority of occasions, wear the departmental uniform of the day in order to maintain a visible presence in the school.

B. In special situations, and with the approval of a commanding officer, the SRO may wear plain clothes or a modified uniform as appropriate. Any modified uniform or plain clothes uniform will be worn consistent with Berkeley Heights Police Department Uniform Policy.

C. The SRO shall carry departmental issued firearms at all times while on duty. Firearm carry shall always be in compliance with Berkeley Heights Police Department Firearms Policy.

IX. Searches

The SRO shall not be routinely requested to participate in student searches conducted by school officials. The SRO may only conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

X. School Discipline

The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if a principal or other administrator believes an incident may be a violation of the law, the principal may contact the SRO, who shall then determine whether law enforcement action is necessary. The SRO shall not be used for assigned lunchroom duties or hall monitoring ordinarily assigned to a school employee.

XI. Communication Between Superintendent and Chief of Police

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program.

XII. Office Space

The school shall provide the officer with a telephone and office space where students can meet and speak privately with the officer. The office space must include a desk with drawers, a chair, filing cabinet and office supplies. The office must be able to be properly locked and secured. If possible, the office should be in a central location in the school building and easily accessible to students, faculty and school administrators.

XIII. Program Funding

In consideration of the Township of Berkeley Heights providing the services of a School Resource Officer, the Berkeley Heights Board of Education shall pay the Township of Berkeley Heights the sum of Twenty-Five Thousand Dollars (\$25,000.00) with a payment on or before November 1 of each year in the amount of Twelve Thousand Five Hundred Dollars (\$12,500), and on or before April 1 of each year in the amount of Twelve Thousand Five Hundred Dollars (\$12,500).

XIV. Term of Agreement

This Agreement shall remain in effect for the school year(s) of September 1, 2022, to June 30, 2028.

XV. Insurance and Indemnification

A. GENERAL LIABILITY. The Board of Education shall maintain insurance in the amount of \$5,000,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the Township as an additional insured for the time during which the SRO, a Township employee, is working at the Governing Livingston High School.

B. **AUTO LIABILITY/PHYSICAL DAMAGE.** As the SRO will be a Township employee driving a Township vehicle from the Township's Police Department to the Governing Livingston High School, the Township shall provide maintain insurance in the amount of \$5,000,000 in auto liability for its vehicle which is to cover auto physical damage, and include the Board of Education as an additional insured.

C. **WORKERS COMPENSATION.** The SRO will be a full-time employee of the Township. As such, the Township shall be responsible for maintaining Workers Compensation and Employers Liability.

D. Evidences of the above-referenced insurance policies shall be provided to the other party.

E. **INDEMNIFICATION/HOLD HARMLESS.** The parties shall mutually indemnify and hold each other harmless from all claims, including attorney's fees and costs, arising out of performance of duties by SRO pursuant to the terms of this Agreement.

XVI. Authorization

Each party represents that the execution, delivery and performance of this Agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgment, order, law or regulation applicable to either party.

XVII. Termination

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

XVIII. Miscellaneous

A. Entire Agreement

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

B. Notice

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

BERKELEY HEIGHTS BOARD
EDUCATION
345 Plainfield Avenue
Berkeley Heights, NJ 07921

TOWNSHIP OF BERKELEY HEIGHTS
Municipal Building
29 Park Avenue
Berkeley Heights, NJ 07921

C. Modifications

This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties hereto.

D. Headings

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

E. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

F. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, we do hereby agree to the within on date set forth herein above.

TOWNSHIP OF BERKELEY HEIGHTS

Ana Minkoff, Township Clerk

Angie D. Devanney, Mayor

BERKELEY HEIGHTS BOARD OF EDUCATION

Michael D'Aquila, President

Dr. Melissa Varley, Superintendent

POLICY

**BOARD OF EDUCATION
BERKELEY HEIGHTS**

**Policies for Study
And First Reading**

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION BYLAWS 0131 BYLAWS, POLICIES, AND REGULATIONS

0131 BYLAWS, AND POLICIES, AND REGULATIONS

The Board of Education shall exercise its rule-making power by adopting, revising, and abolishing bylaws, and policies, and regulations for the organization and operation of the school district.

“Regulations” for the purpose of this Bylaw are only those regulations that are required to be adopted by the Board.

Adoption, Amendment, and Abolishment

Bylaws, policies, and regulations may be adopted and The need for a new or revised at any meeting of the Board, provided the proposed adoption or revision has been approved policy or bylaw may be recognized by the Superintendent, Board Secretary, or any Board at a previous meeting of the Member. The appropriate person, such as the Superintendent, Board.

Bylaws, policies, or regulations may be abolished at any meeting of the Secretary, or Board without the proposed abolishing of the proposed bylaw, policy, or regulation being approved by the Member, shall draft a proposal for Board at a previous meeting of the Board. consideration.

The Board shall at its organization meeting or annually at a meeting of the Board and Board policies and bylaws may be adopted or amended by a majority vote of those present and voting, readopt existing bylaws, policies, and regulations without A draft must be presented at a regular monthly meeting and shall not be adopted prior notice.

The Board may, under emergency to the following month's regular meeting. Under unusual circumstances, suspend the operation of a bylaw, policy, or regulation and adopt, revise, or abolish a bylaw, policy, or regulation without prior notice. The emergency adoption, revision, or abolishment of a bylaw, policy, or regulation shall terminate at the next meeting of the Board or at such earlier date as may be specified by the Board unless further acted upon by the Board in accordance with this Bylaw amendments may be passed without notice by a majority of those present and voting providing an emergency has been declared by the Board.

The adoption, revision, abolishment, or suspension of a bylaw, policy, or regulation shall be recorded in the minutes of the Board. Any bylaw, policy, or regulation or part of a bylaw, policy, or regulation that is superseded by a term in a negotiated agreement or by a subsequently adopted bylaw, policy, or regulation shall no longer be in force and effect as a bylaw, policy, or regulation and shall be abolished by the Board in accordance with this Bylaw.

In the event a policy or bylaw is introduced for study at a regular monthly meeting and no action is taken by the Board for a period of three (3) regularly scheduled meetings, then the policy or bylaw must be reintroduced for study before any further action may be taken.

Promulgation and Distribution

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION BYLAWS 0131 BYLAWS, POLICIES, AND REGULATIONS

~~The~~A manual of bylaws, ~~and policies, and regulations~~ shall be maintained. A copy of the manual of bylaws, ~~and policies, and regulations~~ shall be available and accessible given to each Board member ~~Member~~, the Superintendent, the School Business Administrator/Board Secretary, the Board Attorney, the Assistant Superintendent, the Assistant to the Superintendent, each **Building Principal, and other individuals designated by the Superintendent** ~~building principal, and each recognized majority representative~~.

~~The Assistant to the Superintendent~~ shall institute a plan for the orderly promulgation of policies to staff members who are affected by them and shall provide staff members with access to an up-to-date manual of Board bylaws, ~~and policies, and regulations~~.

~~The~~Each copy of the manual of bylaws, ~~and policies, and regulations~~ shall be numbered; a record of the placement of each manual shall be maintained by the Board Secretary. Copies of revised pages will be furnished to the holders of manuals as changes are made to bylaws and policies by the Board. The holder of a policy manual shall return the manual to the Board Secretary upon the termination of his or her service to the district.

The manual of bylaws and policies shall be considered a public record open to inspection in the office of the Superintendent. The manual retained by the Assistant to the Superintendent **Superintendent or designee** shall be considered the master copy of the ~~manual~~ **policy manual** and may not be used by any person other than the Board Secretary or his or her designee.

Consideration of Development of bylaws and policies

Bylaws, Policies, and Regulations

Bylaws, policies, and regulations will be developed and considered for adoption by the Board in accordance with the following procedure:

1. A **recommendation for a** ~~A new or revised bylaw, or policy, or regulation shall~~ ~~may be recommended~~ suggested to the Board **and/or** by any Board member, the Superintendent, any staff member, or a member of the public.

2. A **recommendation** ~~2. A new or revised policy shall also be developed whenever required by the statute, administrative regulation or other law.~~

3. ~~A suggestion for a new or revised bylaw, or policy, or regulation may be referred, at the discretion of the Board President and as appropriate to the subject, to the Superintendent, a Board committee, or a public advisory committee for study and formulation of a recommendation to the Board. Any study of a new or revised recommended bylaw, policy, or regulation will~~ ~~suggestion should consider whether the matter is adequately addressed in existing Board bylaw, policy, or and whether the matter is more appropriately addressed by administrative regulation;~~

3. 4. If a recommendation for a new or revised bylaw, ~~or policy, or regulation~~ results from referral for study, a proposed draft will be referred ~~submitted~~ to the Superintendent ~~Board for discussion and at the discretion~~ approval on first reading. Copies of the **Board President and as appropriate to the subject, to a Board committee;**

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION BYLAWS 0131 BYLAWS, POLICIES, AND REGULATIONS

4. ~~All proposed newdraft will be made available to staff members and the public, and revised bylaws, policies, and regulations shall be submitted to the Superintendent. comment will be invited. Changes in the draft may be made, by a simple majority vote, when the draft is presented for approval on first reading.~~

5. ~~The Superintendent or designee and the policy committee will review all new and revised draft bylaws, policies, and regulations prior to the Board receiving a draft of new or revised bylaws, policies, or regulations for Board consideration;~~

5. ~~The proposed draft bylaw, policy, or regulation;~~ approved by the Board on first reading; will be submitted for adoption at a ~~succeeding~~ ~~the next regular~~ meeting of the Board. ~~Revisions~~ Changes in the draft may be made **at any meeting prior to adoption** by a simple majority vote **of the Board.** - A **revision at any succeeding meeting** ~~change~~ that alters the substantive meaning of the draft will constitute a new first reading, and the draft must be presented for adoption at ~~the next~~ succeeding Board meeting. A change that is merely editorial may be followed by a vote to adopt the new or revised bylaw, ~~or policy, or regulation~~ on second reading.

N.J.S.A. 18A:11-1

6. A bylaw or policy shall indicate the date upon which it was initially adopted and the date upon which it was amended or revised at the foot of the last page of each such bylaw or policy.

7. Bylaws and policies shall be reviewed annually by the Superintendent. The Superintendent shall report to the Board at a public meeting that he has made a review of the bylaws and policies and shall advise the Board as to his recommendations for the adoption or revision of a bylaw or policy.

(8410)

N.J.S.A. 18A: 11-1

Adopted: 12 October 1964

Revised: 11 November 1974, 11 February 1991, 15 February 2001

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

BYLAWS

0169.02 BOARD MEMBER USE OF SOCIAL NETWORKS

0169.02 BOARD MEMBER USE OF SOCIAL NETWORKS

In accordance with the School Ethics Act - N.J.S.A. 18A:12-21 et seq., Board of Education members must avoid conduct which is in violation of the public trust or which creates a justifiable impression among the public that such trust is being violated. To avoid conduct that may be in violation or perceived to be in violation of the School Ethics Act, the Board of Education adopts this Policy to provide guidance to Board members in their use of social networks.

For the purposes of this Policy, “social network(s)” shall include, but not be limited to: Internet blogs, electronic bulletin boards, social networking websites, or any other online platform where people may post or communicate interests, opinions, or any other information that may be viewed by others with or without permission from the person making such post or re-publishing such post. “Social networks” also means an Internet-based service that allows individuals to: construct a public or semi-public profile within a bounded system created by the service; create a list of other users with whom they share a connection within the system; and view and navigate their list of connections and those made by others within the system.

For the purposes of this Policy, “use of a social network” shall include, but not be limited to: posting to a social network, reposting another person’s post to a social network, messaging, or any other publication of material on a social network.

Nothing in this Policy prevents a Board of Education member from using a social network. However, a Board member must avoid conduct on a social network that would violate the School Ethics Act – N.J.S.A. 18A:12-21 et seq., which includes the Code of Ethics for Board Members. The Code of Ethics for Board Members provides, among other things, that Board of Education members shall support and protect school personnel in the proper performance of their duties and also provides that Board members shall hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure the schools. Board members should be advised communications, publications, photographs, and any other information posted by the Board member or reposted by the Board member on a social network could violate the School Ethics Act and be cause for sanctions in accordance with the law.

While this Policy respects the right of Board members to use social networks, Board members shall recognize they are held to a higher standard than the general public with regard to standards of conduct and ethics. A Board member’s use of social networks shall not damage the reputation of the school district, employees, and students. Board members who use social networks shall ensure their conduct is appropriate for a Board of Education member. Board members should exercise care in setting appropriate boundaries between their personal and public online behavior, understanding what is private in the digital world often has the possibility of becoming public, even without their knowledge or consent.

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

BYLAWS

0169.02 BOARD MEMBER USE OF SOCIAL NETWORKS

Board members should carefully review the privacy settings on social networks they use and exercise care and good judgment when posting content and information. When using social networks, Board members are advised to:

~~1. Include a written disclaimer advising that they are participating in social media as a private citizen. The disclaimer should be posted in a location where it is likely to be read at the time of the reading of the posted information, stating that the information is being presented solely by the member as a private citizen and is not authorized by or on behalf of the Board.~~

21. Not post anything that would violate any of the district's policies for Board members;

32. Uphold the district's value of respect for all individual(s) and not make any derogatory and/or defamatory statements about the Board of Education, the school district, employees, students, or their families;

43. If a Board member uses social media to publicly express the member's opinion about any matter that is or may come before the Board, the member must identify him or herself as a Board member, and include that the contents of the message are neither authorized by nor written on behalf of the Board;

54. Not disclose any confidential and/or inaccurate information about the school district or confidential information obtained as a result of being a Board member, about any individual(s) or organization, including students and/or their families.

65. Not engage in any communications that could compromise the Board and/or district administration in the performance of their official duties;

76. Not use or refer to their Board of Education title or position when soliciting for a business organization that he or she or any immediate family member has an interest in, as well as posting or referencing any confidential information regarding the Board of Education or the school district obtained through their Board membership, unless authorized by law;

87. Refrain from having communications through social networks with other Board members regarding any Board of Education business to avoid any potential violation of the New Jersey Open Public Meetings Act;

98. Not respond to any postings regarding Board of Education or school district business or respond to any question or inquiry posted to the Board member or posted on any social network regarding any confidential Board of Education or school district business, which should be addressed by the Board of Education as a whole or the district administration, and shall refer any such questions or inquiries to the Superintendent of Schools or Board President to address, as appropriate; or

109. Not post any information on a social network determined by the New Jersey School Ethics Commission to be a violation of the New Jersey School Ethics Act.

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

BYLAWS

0169.02 BOARD MEMBER USE OF SOCIAL NETWORKS

A Board member shall comply with all Board policies regarding acceptable use of computers and computer networks whenever a Board member is using a Board of Education electronic device.

If the Board or Superintendent believes a Board member's activity on any social network may violate the Board's policies or the New Jersey School Ethics Act, the Board or Superintendent may request the Board member cease such activity.

This Policy has been developed and adopted by this Board to provide guidance and direction to a Board member to avoid actual and/or a perceived appearance of inappropriate conduct or conduct prohibited by the School Ethics Act while using social networks.

N.J.S.A. 18A:12-21 et seq.

N.J.S.A. 10:4-6 et seq.

Adopted:

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION ADMINISTRATION

1648.15 RECORDKEEPING FOR HEALTHCARE SETTINGS IN SCHOOL BUILDINGS – COVID-19 (M)

1648.15 RECORDKEEPING FOR HEALTHCARE SETTINGS IN SCHOOL BUILDINGS – COVID-19 (M)

M

The Board of Education is committed to providing a safe and healthy workplace for all employees. The school district shall maintain its records in accordance with Occupational Safety and Health Act of 1970 (OSHA) COVID-19 Emergency Temporary Standard (ETS) published on June 21, 2021 as adopted by the Public Employees Occupational Safety and Health (PEOSH), the agency with jurisdiction over public employers in New Jersey. The provisions of the ETS have expired and are no longer in effect for school districts except for the provisions addressing recordkeeping, outlined in 29 CFR §1910.502(q). The ETS and this Policy are only applicable for employees working in the school nurse's office and any adjoining clinical areas in the school building.

For the purpose of this Policy, "employee" means any district employee or contracted service provider working in a healthcare setting where people with suspected or confirmed COVID-19 are reasonably expected to be present. Therefore, the provisions of the ETS and this Policy only apply to employees or contracted service providers working in a nurse's office or any adjoining clinical areas.

For the purpose of this Policy, "healthcare setting" means all settings in the school district where any employee or contracted service provider provides healthcare services or healthcare support services. Where a healthcare setting is embedded within a non-healthcare setting (i.e. school nurse's office and any adjoining clinical areas in a school building), the ETS and this Policy only apply to the embedded healthcare setting and not to the remainder of a school building.

The school district will retain all versions of Policy 1648.14 – Safety Plan for Healthcare Settings in School Buildings, to comply with the ETS while the ETS remains in effect, even after Policy 1648.14 has been abolished.

The school district will establish and maintain a COVID-19 log to record each instance in which an employee is COVID-19 positive, regardless of whether the instance is connected to exposure to COVID-19 at work. The COVID-19 log will contain, for each instance, the employee's name, one form of contact information, occupation, location where the employee worked, the date of the employee's last day in the healthcare setting, the date of the positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced.

The school district will record the information in the COVID-19 log within twenty-four hours of learning the employee is COVID-19 positive. The school district will maintain the COVID-19 log as a confidential medical record and will not disclose it except as required by the ETS or other Federal law. The school district will maintain and preserve the COVID-19 log while the ETS remains in effect.

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1648.15 RECORDKEEPING FOR HEALTHCARE SETTINGS IN SCHOOL BUILDINGS – COVID-19 (M)

By the end of the next business day after a request, the school district will provide for examination and copying: all versions of Policy 1648.14; the individual COVID-19 log entry for a particular employee to that employee and to anyone having written authorized consent of that employee; and a version of the COVID-19 log that removes the names of employees, contact information, and occupation, and only includes, for each employee in the COVID-19 log, the location where the employee worked, the last day that the employee was in the healthcare setting before removal, the date of that employee's positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced, to all employees.

29 CFR §1910.502(q)

Adopted:

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BERKELEY HEIGHTS BOARD OF EDUCATION

PROGRAM

2416.01 POSTNATAL ACCOMMODATIONS FOR STUDENTS

2416.01 POSTNATAL ACCOMMODATIONS FOR STUDENTS

The Board of Education recognizes students may be returning to school shortly after their child's birth and may need to breastfeed their child or to express breast milk during the school day. The school district will accommodate a student who wants to breastfeed or express breast milk while attending school in the district.

A student shall be permitted to breastfeed their child or to express breast milk while attending school in accordance with a schedule provided by the student to the school nurse, who shall consult with the Principal or designee. The district encourages the student develop a schedule that does not impact a student's instructional time and encourages a student to schedule such time to breastfeed or to express breast milk during study hall time, lunch time, or other non-instructional times of the school day. The student may bring to school a breast pump and any other equipment necessary to express breast milk on school grounds. The student shall not incur an academic penalty for using any reasonable accommodations offered to the student and shall be provided the opportunity to make up any work missed due to such use.

The Principal or designee, in consultation with the school nurse, will designate a lactation/breastfeeding room that is shielded from view and free from intrusion by other students, staff members, and the public. The location must be functional as a space for breastfeeding or expressing breast milk and shall include an electrical outlet, a chair, and nearby access to running water. Expressed breast milk may be stored in a refrigerator in the school building or in the student's personal cooler. If the space is not a dedicated lactation/breastfeeding room, it must be available when needed. A space temporarily converted into a lactation/breastfeeding room or made available when needed by the student is sufficient; however, a bathroom, even if private, is not a permissible location. A student opting to breastfeed their child in the lactation/breastfeeding room will be responsible to make arrangements for their child to be brought to the school in accordance with a time schedule agreed to by the Principal or designee.

All staff members will assist in providing a positive atmosphere of support for students who are returning to school after the birth of their child. Conduct by a staff member or student that reasonably interferes with a student's performance in school; creates an intimidating, hostile, or offensive environment for a student that is complying with the provisions of this Policy; or that inhibits a student's ability to breastfeed their child or express breast milk while in school will not be tolerated.

The Principal shall ensure Policy 2416.01 is distributed to pregnant students and students who are returning to school after the birth of their child.

N.J.S.A. 26:4C-1; 26:4C-2; 26:4C-3

Adopted:

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**BERKELEY HEIGHTS BOARD OF EDUCATION
PROGRAM
2416.01 POSTNATAL ACCOMMODATIONS FOR STUDENTS**

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BERKELEY HEIGHTS BOARD OF EDUCATION PROGRAM 2417 STUDENT INTERVENTION AND REFERRAL SERVICES (M)

2417 STUDENT INTERVENTION AND REFERRAL SERVICES (M)

M

The Board of Education directs the establishment and implementation in each school building in which general education students are served, a coordinated system for planning and delivering intervention and referral services designed to assist students who are experiencing learning, behavior, or health difficulties, and to assist staff who have difficulties in addressing students' learning, behavior, or health needs in accordance with the requirements of N.J.A.C. 6A:16-8.1 and 6A:16-8.2. The Board of Education shall choose the ~~adopts this~~ appropriate multidisciplinary team approach, **such as the Response to Intervention (RTI) or a Multi-Tiered System of Support (MTSS) model** for planning and delivering the services required under N.J.A.C. 6A:16-8.

Students who are experiencing learning, behavior, or health difficulties shall be referred to the school's Intervention and Referral Services (I&RS) Team. The intervention and referral services shall be provided to ~~support~~ **support** students in the general education program and may be provided for students who have been determined to need special education programs and services pursuant to N.J.A.C. 6A:16-8.1(a). The intervention and referral services provided for students who have been determined to need special education programs and services shall be coordinated with the student's Individualized Education Program Team, as appropriate. **Child Study Team members and, to the extent appropriate, specialists in the area of disability may participate on intervention and referral services teams, pursuant to N.J.A.C. 6A:14-3.1(d)6.**

The functions of the system of intervention and referral services in each school building which general education students are served shall be pursuant to N.J.A.C. 6A:16-8.2(a) and as **outlined in Regulation 2417.**

Records of all requests for assistance, all intervention and referral services action plans, and all related student **information** shall be maintained in accordance with Federal and State laws and regulations and New Jersey administrative code pursuant to N.J.A.C. 6A:16-8.2(a)9.

The I&RS Team **in each school building** shall review and ~~assess~~ **assess** the effectiveness of the ~~provisions of each intervention and referral services action plan in achieving the outcomes~~ identified **outcomes**, ~~in each action plan~~ and modify each action plan to achieve the outcomes, as appropriate.

At a minimum, the I&RS Team shall annually review the intervention and referral services action plans and the actions taken as a result of the building's system of intervention and referral services, and make recommendations to the Principal for improving school programs and services, as appropriate.

At the end of the school year, the Principal shall, in consultation with the I&RS Team, develop a report on the concerns and issues identified by the I&RS Team and the effectiveness of the

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PROGRAM**

2417 STUDENT INTERVENTION AND REFERRAL SERVICES (M)

services provided in achieving the outcomes identified in the intervention and referral services action plans. **This report shall be provided to the Superintendent of Schools.**

N.J.A.C. 6A:14; 6A:16-8.1; 6A:16-8.2

Adopted: December 5, 2019

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3161 EXAMINATION FOR CAUSE

3161 EXAMINATION FOR CAUSE

The Board of Education may, in accordance with law, require the **physical and/or psychiatric or physical examination** of any teaching staff member who shows evidence of deviation from normal physical or mental health **in accordance with N.J.A.C. 6A:32-6.3(b)**.

The Superintendent shall **require a physical and/or psychiatric** ~~recommend to the Board the examination on~~ ~~of any teaching staff member whenever, in the judgment of the Superintendent, a teaching staff member shows evidence of deviation from normal~~ ~~whose physical or mental condition so departs from normal health, as to determine adversely affect the teaching staff member's physical and mental fitness to perform with reasonable accommodation performance of the position the teaching staff member currently holds, or to detect any member's duties. Any such recom-mendation must be accompanied by competent evidence. If the Board determines that deviation from normal health risks to students and other employees.~~ **has been demonstrated, it may require that the member submit to a physical or mental examination.**

A teaching staff member **that is required to undergo a** ~~requirement for physical and/or psychiatric~~ ~~mental examination shall be provided a made known to the employee by written statement of reasons for the required examination(s) and notice the teaching staff member has setting forth the right to request a hearing with the Board. The hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the teaching staff~~ ~~signature of the examination required, the reasons for the require-ment, and a statement offering the member the opportunity to appear before the Board to explain or refute the~~ ~~these reasons for the required examination(s),;~~ **provided any such hearing is requested by the teaching staff member in writing within five working** ~~ten~~ **days of the teaching staff member's receipt of the written statement of reasons. notice.**

A teaching staff member **shall be ordered** ~~who fails to submit to the appropriate examination(s) by the physician or institution designated by the Board if the teaching staff member failed to timely request a hearing an appearance before the Board or failed within the time permitted or, having appeared before the Board, fails to persuade the Board at the hearing that the teaching staff member that he or she should not be required to submit to the appropriate examination(s). The Board's determination at the conclusion of such a hearing is appealable to the Commissioner of Education pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 – Appeals pursuant to N.J.A.C. 6A:32-6.3(b)2.~~

The Board shall bear the cost of the examination if the examination is performed **required** ~~examination shall be ordered to submit to an appropriate examination by a physician or institution designated by the Board. The examination may be performed –and at the Board's expense. Alternatively, the member may elect to submit to an appropriate examination conducted by a physician or institution of the teaching staff member's~~ ~~member's own choosing, –and at the member's expense, provided that the physician or institution so chosen is approved by the Board,~~

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BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3161 EXAMINATION FOR CAUSE

~~and is authorized and directed by the teaching staff member's own expense in accordance with N.J.S.A. 18A:16-3 and N.J.A.C. 6A:32-6.3.~~

~~If the teaching staff member submits names to report the results of physicians or institutions the examination to the Board for consideration to complete the appropriate examination(s) the Board is not required to designate the physician or institution submitted for consideration by the teaching staff member, but shall not act unreasonably in withholding its approval of the physician or institution. The Board shall require the teaching staff member to authorize the release of the examination results to the Superintendent.~~

~~If the results of any such the examination indicates show mental abnormality or communicable disease, the teaching staff member shall be ineligible for further service placed on sick leave and compensated in accordance with his or her sick leave entitlement, if any, until proof of recovery, satisfactory to the Board, is furnished, but if the teaching staff member is under contract or has tenure, they may be ~~no leave of absence granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence under this policy shall exceed the term of the contract of a nontenured teaching staff member or a period of two years in accordance with N.J.S.A. 18A:16-4. the case of a tenured teaching staff member.~~~~

In order to return to work, the teaching staff member must submit to an appropriate examination and submit the results of the examination to the Superintendent. The examination must be conducted by a physician or institution upon which the Board and teaching staff member confer and agree. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the examination is conducted by the teaching staff member's choice, the cost shall be borne by the teaching staff member.

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

42 U.S.C.A. 12101

N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4;

18A:25-7; 18A:28-5; 18A:30-1 et seq.

N.J.A.C. 6A:32-6.2; 6A:32-6.3

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**BERKELEY HEIGHTS BOARD OF EDUCATION
TEACHING STAFF MEMBERS
3161 EXAMINATION FOR CAUSE**

Adopted: 13 March 1967

Revised: 13 May 1974, 11 February 1991

4161 EXAMINATION FOR CAUSE

The Board of Education may, ~~in accordance with law,~~ require the **physical and/or psychiatric or physical examination** of any support staff member who shows evidence of deviation from normal physical or mental health **in accordance with N.J.A.C. 6A:32-6.3(b).**

The Superintendent shall **require a physical and/or psychiatric** ~~recommend to the Board the examination on a support staff member whenever, in the judgment of the Superintendent, a support staff member shows evidence of deviation from normal any employee whose physical or mental condition so departs from normal health, as to determine adversely affect the support staff member's physical and mental fitness to perform with reasonable accommodation performance of the position employee's duties. Any such recommendation must be accompanied by competent evidence. If the support staff member currently holds, or to detect any Board determines that deviation from normal health risks to students and other employees.~~ **has been demonstrated, it may require that the employee submit to a physical or mental examination.**

A support staff member that is required to undergo ~~a requirement for physical and/or psychiatric~~ **mental examination shall be provided a made-known to the employee by written statement of reasons for the required examination(s) and notice the support staff member has setting forth the right to request a hearing with the Board. The hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the support staff** ~~signature of the examination required, the reasons for the requirement, and a statement offering the member the opportunity to appear before the Board to explain or refute the~~ **reasons for the required examination(s), provided any such hearing is requested by the support staff member in writing within five working ten days of the support staff member's receipt of the written statement of reasons. notice.**

A support staff member ~~shall be ordered who fails to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to timely request a hearing an appearance before the Board or failed within the time permitted or, having appeared before the Board, fails to persuade the Board at the hearing that the support staff member that he or she should not be required to submit to the appropriate examination(s). The Board's determination at the conclusion of such a hearing is appealable to the Commissioner of Education pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 – Appeals pursuant to N.J.A.C. 6A:32-6.3(b)2.~~

The Board shall bear the cost of the examination if the examination is performed ~~required examination shall be ordered to submit to an appropriate examination by a physician or institution designated by the Board. The examination may be performed and at the Board's expense. Alternatively, the employee may elect to submit to an appropriate examination conducted by a physician or institution of the support staff member's employee's own choosing, and at the employee's expense, provided that the physician or institution se-chosen is approved by the Board,~~

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BERKELEY HEIGHTS BOARD OF EDUCATION SUPPORT STAFF 4161 EXAMINATION FOR CAUSE

~~and is authorized and directed by the support staff member's own expense in accordance with~~
N.J.S.A. 18A:16-3 and N.J.A.C. 6A:32-6.3.

~~If employee to report the support staff member submits names~~ ~~the examination to the Board for consideration to complete the appropriate~~
examination(s) the Board is not required to designate the physician or institution submitted
for consideration by the support staff member, but shall not act unreasonably in
withholding its approval of the physician or institution. The Board shall require the
support staff member to authorize the release of the examination results to the
Superintendent.

If the results of ~~any such~~ the examination indicates ~~show~~ mental abnormality or communicable
disease, the support staff member shall be **ineligible for further service** ~~placed on sick leave and~~
~~compensated in accordance with his or her sick leave entitlement, if any, until proof of recovery,~~
satisfactory to the Board, is furnished, **but if the support staff member is under contract or**
has tenure, they may be ~~No leave of absence granted sick leave with compensation as~~
provided by law and shall, upon satisfactory recovery, be permitted to complete the term of
their contract, if they are under contract, or be reemployed with the same tenure as they
possessed at the time their services were discontinued, if they have tenure, unless their
absence under this policy shall exceed the term of the contract of a nontenured support staff
member or a period of two years in accordance with N.J.S.A. 18A:16-4. ~~the case of a tenured~~
~~support staff member.~~

In order to return to work, the support staff member must submit to an appropriate
examination and submit the results of the examination to the Superintendent. The
examination must be conducted by a physician or institution upon which the Board and
support staff member confer and agree. If the physician or institution conducting the
examination is conducted by the Board's choice, the cost shall be borne by the Board; if the
physician or institution conducting the examination is conducted by the support staff
member's choice, the cost shall be borne by the support staff member.

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

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

Adopted: 17 May 2001

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POLICY GUIDE

**BERKELEY HEIGHTS BOARD OF EDUCATION
SUPPORT STAFF
4161 EXAMINATION FOR CAUSE**

Revised:

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BERKELEY HEIGHTS BOARD OF EDUCATION PROPERTY 7410 MAINTENANCE AND REPAIR (M)

7410 MAINTENANCE AND REPAIR (M)

M

The Board of Education recognizes that the fixed assets of the school this district represent a significant investment of this community and; their maintenance is a, therefore, of prime concern to the Board.

~~The Board will develop, approve, and implement a comprehensive maintenance plan in accordance with the requirements of N.J.A.C. 6A:26A-3.1 and 6A:26A-3.2.~~ **The school district is required to** N.J.A.C. 6A:26-20.5. A "comprehensive maintenance plan" means a school district's multi-year maintenance plan developed by a school district covering required maintenance activities for each school facility in the school district adopted pursuant to N.J.A.C. 6A:26A-1.1. N.J.A.C. 6A:26. *et seq.*

~~Required maintenance activities, in accordance with N.J.A.C. 6A:26A-2.1, are those specific activities necessary for the purpose of keeping a school facility open and safe for the use or in its original condition, and for keeping its constituent building systems fully and efficiently functional and for keeping their warranties valid. The activities address interior and exterior conditions; include preventative and corrective measures; and prevent premature breakdown or failure of the school facility and its building systems.~~

~~Expenditures for required maintenance activities set forth in N.J.A.C. 6A:26A-2.1 shall be accounted for in accordance with the requirements of N.J.A.C. 6A:26A-2.2~~

Required maintenance activities include those activities outlined in N.J.A.C. 6A:26-20.3. The school district shall determine the required maintenance activities to reasonably maintain each school facility in the school district, and shall report the activities in its annual comprehensive maintenance plan pursuant to N.J.A.C. 6A:26-20.5.

In accordance with N.J.A.C. 6A:26-20.4(a), expenditures for required maintenance activities set forth in N.J.A.C. 6A:26-20.3 shall qualify as investments in maintenance for purposes of calculating the required maintenance expenditure in N.J.A.C. 6A:26-20.4(d) and (e), the annual required maintenance budget amount pursuant to N.J.A.C. 6A:26-20.8, and the maintenance factor (M) in N.J.S.A. 18A:7G-9. Expenditures that qualify as required maintenance shall be in accordance with the provisions of N.J.A.C. 6A:26-20.4.

The school district's comprehensive maintenance plan shall be submitted to the Executive County Superintendent by a Board of Education resolution every school year, pursuant N.J.A.C. 6A:26-20.5(a)1.

The required annual maintenance budget amount as reported in its. ~~The required annual maintenance budget amount in the comprehensive maintenance plan shall be included in the district's annual budget certified for taxes in accordance with the provisions of N.J.A.C. 6A:26A-4.1.~~ **N.J.A.C. 6A:26-20.8((a). The required annual maintenance budget amount shall be**

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7410 MAINTENANCE AND REPAIR (M)**

calculated and adjusted in accordance with the provisions of ~~N.J.A.C. 6A:26A-4.1~~ N.J.A.C. 6A:26-20.8((b)). The Executive County Superintendent, ~~in accordance with the provisions of N.J.A.C. 6A:26A-4.1 shall(e)~~, may not approve the school district's budget that ~~does if the required annual maintenance budget is not comply with the provisions of N.J.A.C. 6A:26-20.1 et seq. included in the budget certified for taxes.~~

Commencing September 1, 2002, no person shall be employed by the Board of Education as a buildings and grounds supervisor, as defined in N.J.S.A. 18A:17-49, unless the person is a certified educational facilities manager pursuant to N.J.S.A. 18A:17-49 and 18A:17-50.

Facilities maintenance, repair scheduling and accounting shall be in accordance with the provisions of N.J.A.C. 6A:23A-6.9 and Regulation 7410.01.

**N.J.S.A. 18A:7G-9; 18A:17-49; 18A:17-50;
18A:18A-43; 18A:21-1
N.J.A.C. 6A:23A-6.9; 6A:26-1.1 et seq.; 6A:26-20.3;
6A:26-20.4; 6A:26-20.5; 6A:26-20.6; 6A:26-20.8**

Adopted: 11 February 1991

Revised: 28 April 2022

**REGULATION GUIDE BERKELEY HEIGHTS BOARD OF EDUCATION
PROPERTY
R 7410.01 FACILITIES MAINTENANCE, REPAIR SCHEDULING, AND
ACCOUNTING (M)**

**R 7410.01 FACILITIES MAINTENANCE, REPAIR SCHEDULING, AND
ACCOUNTING (M)**

M

A school district with three or more district buildings shall have an automated work order system ~~by July 1, 2010~~ for prioritizing, performing, and recording all maintenance and repair requests for all district buildings and grounds **in accordance with the provisions of N.J.A.C. 6A:23A-6.9.**

1. A. Standard Operating Procedure (SOP) For Work Order System
 1. 1. The Superintendent or designee shall establish Standard Operating Procedures (SOP) for the approval and prioritization of work order requests which take into account the health and safety of building occupants, priorities and objectives established annually to carryout the district Strategic Plan, the need for the work requested, and other factors the district deems appropriate.
 2. 2. Except in an emergency where the work is necessary to correct a situation that poses an imminent threat to the health or safety of students and/or staff, the work order system shall include the following information for a request for work before work begins:
 1. a. The name of the person making the request;
 2. b. The date of the request;
 3. c. The appropriate approval(s) as established by SOP;

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ACCOUNTING (M)

4. **d.** The date of approval(s);
5. **e.** The location of work requested;
6. **f.** The priority level (for example, urgent, high, average, low);
7. **g.** The scheduled date(s) of service;
8. **h.** The trade(s) needed such as general maintenance worker;; custodian;; carpenter;; plumber;; electrician; **heating, ventilation, and air conditioning** (; HVAC);; grounds;; roofer;; masonry;; glazer;; other;
9. **i.** A description of the work requested;
10. **j.** A projection of the materials and supplies needed for the work;
11. **k.** The estimated ~~laborman~~ hours needed to complete task;
12. **l.** The name of the work order assigner; and
13. **m.** The name of the employee(s) working on the order.

3. **3.** The work order system shall include the following close-out information for each request for work:

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1. a. The actual hours worked by date for each assigned staff member;
 2. b. The actual hourly rate paid, both regular and over-time, for each assigned staff member;
 3. c. The aggregate cost of labor by regular, over-time, and total;
 4. d. The actual materials and supplies needed to complete the work order;
 5. e. Actual cost of materials and supplies; and
 6. f. The name of the employee responsible for attesting that the job was completed satisfactorily.
-
4. 4. Except ~~when~~ where prohibited by a collective bargaining agreement, the SOP shall require for any work, which cannot be completed during regular working hours by the needed completion date, an assessment of the cost-benefit of outsourcing any such work in excess of the quote threshold as determined under N.J.S.A. 18A:18A-37.
 5. 5. ~~If~~ where, according to the assessment, the cost of outsourcing work is less than the in-house estimated cost of labor, at over-time rates, and materials for the same work, the work shall be outsourced provided the work can be contracted in accordance with N.J.S.A. 18A:18A-1 et seq., completed by the projected completion date contained in the prioritized work order system and does not violate the terms of a collective bargaining agreement for maintenance workers and/or custodians.

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R 7410.01 FACILITIES MAINTENANCE, REPAIR SCHEDULING, AND
ACCOUNTING (M)

6. 6. The School Business Administrator/Board Secretary, in consultation with the supervisor responsible for this work, shall conduct an analysis of the information in the work order system no later than February 1 of the prebudget year for consideration during budget preparation. The analysis should include productivity of staff as a whole and individually, significant variations between estimated labor time and materials and actual labor time and materials, unusual trends for like projects, and other factors that will improve productivity and efficiency.

Adopted: 28 April 2022

8420 EMERGENCY AND CRISIS SITUATIONS (M)

M

The Board of Education recognizes its responsibility to provide for the safety and security in each school building in the district. The district will develop and implement comprehensive written plans, procedures, and mechanisms to provide for the protection of health, safety, security, and welfare of the school population; the prevention of, intervention in, response to and recovery from emergency and crisis situations; the establishment and maintenance of a climate of civility; and ~~support~~supportive services for staff, students, and their families.

“School security drill” means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a bomb threat, non-fire evacuation, lockdown, or active shooter situation and that is similar in duration to a fire drill.

The Superintendent of Schools or designee shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and community resources, as appropriate, in the development of the school district’s plans, procedures, and mechanisms for school safety and security. 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 and shall be reviewed annually, and updated as appropriate.

A copy of the school district’s school safety and security plan shall be disseminated to all school district employees. New employees shall receive a copy of the school district’s safety and security plan, as appropriate, within sixty days of the effective date of their employment. All employees shall be notified in writing, as appropriate, regarding updates and changes to the school safety and security plan.

The school district shall develop and provide an in-service training program for all school district employees 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:16-5.1. New employees shall receive this in-service training, as appropriate, within sixty days of the effective date of their employment. This in-service training program shall be reviewed annually and updated, as appropriate.

The Board shall ensure individuals employed in the district in a substitute capacity are provided with information and training on the district’s practices and procedures on school safety and security including instruction on school security drills, evacuation procedures, and emergency response protocols in the district and the school building where the individuals are employed in accordance with the provisions of N.J.S.A. 18A:41-7.

Every Principal of a school of two or more rooms, or of a school of one room, when located above the first story of a building, shall have at least one fire drill and one school security drill each month within the school hours, including any summer months during which the school is open for instructional programs, and shall require all teachers of all schools, whether occupying buildings of one or more stories, to keep all doors and exits of their respective rooms and buildings unlocked during the school hours, except during an emergency lockdown or an emergency lockdown drill. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill. An actual fire or school security emergency that occurs at a school during the month and that includes activities which are the equivalent of a drill shall be considered a drill for the purposes of meeting the requirements of N.J.S.A. 18A:41-1.

Every school in the district shall conduct a school security drill within the first fifteen days of the beginning of the school year. **Notwithstanding any other provision of law to the contrary, the school district shall ensure that a school security drill that occurs when students are present:**

1. **Includes clear, developmentally and age-appropriate messaging to students and staff at the conclusion of the drill that the event is a drill and that no current danger exists;**
2. **Does not expose students to content or imaging that is not developmentally or age-appropriate;**
3. **Is paired with trauma-informed approaches to address any student inquiries or concerns which may arise as a result of a school security drill;**
4. **Does not include the use of fake blood, real or prop firearms, or the simulations of gun shots, explosions, or other sounds or visuals that may induce panic or traumatic response from a student or school district employee;**
5. **Does not require a student to role play as a victim, but may include first aid training in which students participate; and**
6. **Is accessible to students with disabilities and mental health conditions, and provides all necessary accommodations for these students.**

The Principal or designee shall provide written notification to the parent of a student enrolled in the school following completion of a school security drill, which notice shall be provided to the parent by no later than the end of the school day on which the school security drill is conducted.

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BERKELEY HEIGHTS PUBLIC SCHOOLS OPERATIONS 8420 EMERGENCY AND CRISIS SITUATIONS (M)

The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. A law enforcement officer shall be present at a minimum of one school security drill in each school year in order to make recommendations on any improvements or changes to school security drill procedures that the officer may deem advisable in accordance with N.J.S.A. 18A:41-1. **The school district may permit emergency personnel access to the buildings and grounds of its schools for school security drills that are scheduled outside of school hours and during such times as students are not present.**

The school district shall review and update its school security drill procedures using a process that coincides with the review of the school safety and security plan developed pursuant to N.J.A.C. 6A:16-5.1 and collects input from emergency personnel; parents of students enrolled in the school district; teachers and staff employed in the district; mental health professionals; and student government representatives from multiple grade levels.

The school district shall annually track data on such measures and information as required by the Commissioner of Education, and shall report the data to the Commissioner.

Such drills and in-service training programs shall be conducted in accordance with a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds in accordance with N.J.A.C. 6A:16-5.1.

The school district will be required to annually submit a security drill statement of assurance to the New Jersey Department of Education by June 30 of each school year. Each school in the district will be required to complete a security drill record form as required by the New Jersey Department of Education.

N.J.S.A. 2C:33-3

**N.J.S.A. 18A:41-1; 18A:41-2; 18A:41-6; 18A:41-7;
18A:41-7a.**

N.J.A.C. 6A:16-5.1

Adopted: May 7, 2020

Revised: February 25, 2021

September 23, 2021

POLICY GUIDE

**BERKELEY HEIGHTS BOARD OF EDUCATION
COMMUNITY**

9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

M

The Board of Education acknowledges that the law compelling school attendance vests in the Board a custodial responsibility for the children in its charge and a duty to protect those children from persons not associated with the school district.

~~The Board further recognizes that its interest in helping children understand and respect the law is best served by a close and cooperative relationship with local law enforcement. The Board adopts this Policy and Regulation 9320 in accordance with N.J.A.C. 6A:16-6.1 et seq. to ensure cooperation between school staff and law enforcement authorities officials in all matters relating to the unlawful possession, distribution and disposition of controlled dangerous substances, as defined in N.J.S.A. 24:21-2, including anabolic steroids, as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, drug paraphernalia as defined in N.J.S.A. 2C:36-1, alcoholic beverages; and/or firearms, as defined in N.J.S.A. 2C:39-1 subsection f. of N.J.S.A. 2C:39-1; (f); and other deadly weapons as defined N.J.S.A. 2C:39-1.(r) and in the planning and conduct of law enforcement activities and in operations occurring on school property, including arrest procedures and undercover school operations. The Board directs the Superintendent to institute a program of such communication and cooperation.~~

~~Policy and Regulation 9320, as adopted by the Board, will be submitted for approval to the County Superintendent of Schools in accordance with N.J.A.C. 6A:16-6.2~~

The Board adopts Policy and Regulation 9320 in accordance with N.J.A.C. 6A:16-6.1. to ensure cooperation between school district staff and law enforcement authorities in all matters relating to the planning and conduct of law enforcement activities and operations occurring on school grounds, including arrest procedures, undercover school operations, and mandatory reporting the offenses listed in the Memorandum of Agreement between Education and Law Enforcement Officials (MOA).

~~The Superintendent or designee shall institute a program(a)2-~~

~~Policy and Regulation 9320 have been developed and approved by the Board to protect the interests of pupils and serve the legitimate needs of such communication and cooperation with law enforcement in accordance with N.J.A.C. 6A:16-6.1 et seq.~~

This Policy and Regulation 9320 shall be submitted for review and approval to the Executive County Superintendent in accordance with N.J.A.C. 6A:16-6.2(a)2.

The Superintendent or designee shall annually review the MOA as adopted by the Board to ensure this Policy and Regulation 9320 are in accordance with the requirements outlined therein.

N.J.A.C. 6A:16-6.1; 6A:16-6.2; 6A:16-6.4.

Adopted: 20 November 2003

POLICY GUIDE

**BERKELEY HEIGHTS BOARD OF EDUCATION
COMMUNITY**

9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

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R 9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

R 9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

M

- A. Policy 9320 and this Regulation shall be in accordance with the provisions of N.J.A.C. 6A:16-6.2, the Memorandum of Agreement between Education and Law Enforcement Officials (MOA), and shall be:
1. Developed, implemented, and revised, as necessary, in consultation with the county prosecutor and other law enforcement officials as may be designated by the county prosecutor;
 2. Reviewed and approved by the Executive County Superintendent;
 3. Made available annually to all school district staff, students, and parents;
 4. Consistent with reporting, notification, and examination procedures of students suspected of being under the influence of alcohol and other drugs pursuant to N.J.A.C. 6A:16-4.3; and
 5. Consistent with N.J.A.C. 6A:16-7, as appropriate.
- B. The school district's policies and procedures for cooperation with law enforcement agencies shall include the following components:
1. The Superintendent has designated school district staff as liaisons to law enforcement agencies in accordance with the MOA. The MOA includes a description of the liaisons' roles and responsibilities;
 2. Specific procedures for and responsibilities of school district staff in summoning appropriate law enforcement authorities onto school grounds, for the purpose of conducting law enforcement investigations, searches, seizures, or arrests shall be in accordance with the MOA;
 3. Specific procedures and responsibilities of school district staff for notifying parents in instances of law enforcement interviews involving their children shall be consistent with the MOA and the following:
 - a. School officials shall not notify the student's parent(s) in instances of suspected child abuse or neglect;
 - b. School officials shall notify the student's parent(s) when the student is the target of the law enforcement investigation; and

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- c. In all other instances, school authorities shall permit law enforcement authorities to determine whether or when a student's parent should be contacted;
4. Specific procedures for and responsibilities of school district staff in cooperating with arrests made by law enforcement authorities on school grounds shall be in accordance with the MOA;
5. Specific procedures for and responsibilities of school district staff in initiating or conducting searches and seizures of students, their property, and their personal effects shall be in accordance with the MOA and the following:
 - a. All searches and seizures conducted by school district staff shall comply with the standards prescribed by the United States Supreme Court in *New Jersey v. T.L.O.*, 469 U.S. 325 (1985).
 - b. Questions concerning searches conducted by school officials shall be directed to the appropriate county prosecutor.
 - c. School officials may request that law enforcement authorities assume responsibility for conducting a search or seizure.
 - d. No school district staff member shall impede a law enforcement officer engaged in a lawful search, seizure, or arrest whether pursuant to a warrant or otherwise.
 - e. School district staff shall permit law enforcement authorities, upon their arrival, to assume responsibility for conducting a search or seizure.
 - f. All inspections of lockers, desks, or other objects or personal property on school grounds involving the use of law enforcement drug-detection canines may be undertaken with only the express permission of the county prosecutor or the Director of the Division of Criminal Justice or the Director's designee in the New Jersey Department of Law and Public Safety.
 - g. Questions concerning the legality of a contemplated or ongoing search, seizure, or arrest conducted by a law enforcement officer on school grounds shall be directed to the county prosecutor or in the case of a search, seizure, or arrest undertaken by the Division of Criminal Justice's designee in the New Jersey Department of Law and Public Safety, to the assigned Assistant Attorney General;

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BERKELEY HEIGHTS BOARD OF EDUCATION COMMUNITY

R 9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

6. The procedures for and responsibilities of school district 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 Policy and Regulation 5530 and the MOA;
7. Procedures for planning, approving, and conducting undercover school operations shall be in accordance with the MOA and the following:
 - a. The Superintendent and Principal shall cooperate with law enforcement authorities in the planning and conduct of undercover school operations. The Superintendent shall approve undercover operations without prior notification to the Board of Education.
 - b. All information concerning requests to undertake an undercover school operation, information supplied by law enforcement authorities to justify the need for and explain a proposed undercover school operation, and all other information concerning an ongoing undercover school operation, including the identity of any undercover officer placed in a school, shall be kept strictly confidential by the Superintendent and Principal.
 - c. The Superintendent and Principal shall not divulge information concerning an undercover school operation to any person without the prior express approval of the county prosecutor or designee.
 - d. The Superintendent, Principal, or any other school district staff or Board member who may have been informed regarding the existence of the undercover school operation shall immediately communicate to the county prosecutor or designee if they subsequently learn of information that suggests the undercover officer's true identity has been revealed, the undercover officer's identity or status as a bona fide member of the school community has been questioned, or the integrity of the undercover school operation has been in any other way compromised;
8. The procedures for and responsibilities of school district staff concerning the safe and proper handling of a seized controlled dangerous substance, including anabolic steroids, drug paraphernalia, or a firearm or other deadly weapon, and the prompt delivery of the items to appropriate law enforcement authorities shall be in accordance with N.J.A.C. 6A:16-6.2, Policy and Regulation 5530, and the MOA;
9. The procedures for and responsibilities of school district staff in notifying authorities of a suspected violation of laws prohibiting the possession; sale or other distribution of a controlled dangerous substance, including anabolic

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steroids; drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530 and the MOA;

10. Provisions for requesting uniformed police attendance at extracurricular school events shall be in accordance with the MOA;
11. Provisions for notifying parents as soon as possible whenever a student is arrested for violating a law prohibiting the possession; sale or other distribution of a controlled dangerous substance, including anabolic steroids; drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530;
12. Provisions for in-service training of school district staff concerning policies and procedures established in this subchapter, and the exchange of information regarding the practices of the school district and law enforcement agencies shall be in accordance with the MOA;
13. A MOA with appropriate law enforcement authorities in accordance with N.J.A.C. 6A:16-6, Policy 9320, and this Regulation;
14. An annual process for the Superintendent and appropriate law enforcement officials to discuss the implementation and need for revising the MOA, and to review the effectiveness of policies and procedures implemented pursuant to N.J.A.C. 6A:16-6.2 and the MOA;
15. Provisions for contacting the Chief Executive Officer of the involved law enforcement agency, county prosecutor, and/or Division of Criminal Justice, as necessary, to resolve disputes concerning law enforcement activities occurring on school grounds shall be in accordance with the MOA; and
16. Provisions for directing inquiries or complaints received by school district staff regarding interviews, investigations, arrests, or other operations conducted by sworn law enforcement officers to the appropriate law enforcement agency shall be in accordance with the MOA.

C. Mandatory Reporting

1. There are seven offenses that must be reported to law enforcement if they qualify as mandatory reports, as set forth and explained in further detail in the MOA. These mandatory reports include:
 - a. Whenever any school district staff has reason to believe a student is in possession of a controlled dangerous substance or related paraphernalia, or is involved or implicated in distribution activities regarding controlled dangerous substances, pursuant to N.J.A.C. 6A:16-6.3;

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- b. Whenever any school district staff in the course of their employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student or other school personnel, 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 or during school operating hours, pursuant to N.J.A.C. 6A:16-5.5, 5.6(d)4 and 6.3(b);
 - c. Whenever any school district staff in the course of their 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);
 - d. Whenever any school district staff in the course of their 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);
 - e. Whenever any school district staff in the course of their employment develops reason to believe that an assault upon a teacher, administrator, other school Board employee, or district Board of Education member has been committed, with or without a weapon, pursuant to N.J.A.C. 6A:16-5.7(d)5;
 - f. Whenever any school district staff in the course of their employment develops reason to believe a "bias-related act" has been committed or is about to be committed on or off school grounds, pursuant to N.J.A.C. 6A:16-6.3(e); and
 - g. Whenever any school employee in the course of their employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to N.J.A.C. 6A:16-11.1(a)3i. through iii.
- D. Nothing in the policies and procedures required under N.J.A.C. 6A:16-6 and Policy 9320 and this Regulation shall be construed to prohibit school district staff from disclosing information, pursuant to N.J.A.C. 6A:32-7.2 and 7.5(f), if necessary, to protect the immediate health or safety of a student or other persons.
- E. The Superintendent or designee shall annually review Policy 9320 and this Regulation as adopted by the Board to ensure each are in accordance with the requirements outlined in the MOA.

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BERKELEY HEIGHTS BOARD OF EDUCATION

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R 9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

Adopted:

POLICY

**BOARD OF EDUCATION
BERKELEY HEIGHTS**

**Policies for
Second Reading
and Adoption**

POLICY GUIDE BERKELEY HEIGHTS BOARD OF EDUCATION

BYLAWS

0134 BOARD SELF EVALUATION

0134 BOARD SELF EVALUATION

The Board of Education may determine to conduct a self-evaluation on a periodic or regular basis. In the event the Board determines to conduct a self-evaluation, it will adopt an evaluation instrument that permits individual Board members to record their assessment of the conduct of the Board in fulfilling its responsibilities in accordance with applicable statutes and administrative codes.

The assessments will be tabulated by the Board President or designee and presented for discussion at a regular meeting of the Board in which the Superintendent will be invited to participate. The Board will formulate, as appropriate, goals and priorities that will serve to guide the Board's future conduct.

N.J.S.A. 18A:11-1

Adopted:

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BERKELEY HEIGHTS BOARD OF EDUCATION BYLAWS 0164 CONDUCT OF BOARD MEETING

0164 CONDUCT OF BOARD MEETING

Parliamentary Authority

Roberts' Rules of Order, Newly Revised, shall govern the Board of Education in its deliberations and acts in all cases in which it is not inconsistent with statutes of the State of New Jersey, rules of the State Board of Education, or these bylaws.

Presiding Officer

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice President shall act in his/~~or~~ her place; if neither person is present, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding. ~~The presiding officer shall retain the rights to discuss, introduce or vote upon a pending matter.~~

Announcement of Adequate Notice

The person presiding shall commence each meeting with an announcement of the notice given for the meeting or a statement regarding the lack of adequate notice, in accordance with law.

Agenda

The **Board** Secretary shall prepare an agenda of items of business to come before the Board at each meeting. The agenda shall be delivered to each Board member whenever possible no later than one day before the meeting and shall include such reports and supplementary materials as are appropriate and available.

~~The order of business for all regular and special meetings shall be as follows; subject, however, to any reordering for reasons of efficiency, necessity or convenience as the Board may in its discretion determine at the meeting:~~

Call to order

Roll call

Announcement of notice

Consideration of minutes of preceding meetings

Reading of communications Report of the Superintendent Preliminary citizens' hearing

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BERKELEY HEIGHTS BOARD OF EDUCATION BYLAWS 0164 CONDUCT OF BOARD MEETING

Report of the Secretary

Financial reports

Report of special committees Citizens' hearing

Other business

Adjournment

~~Every effort will be made to end those meetings which start at 8:00 p.m. no later than 11:00 p.m.~~

~~Any Board member may make suggestions for any agenda; in all cases, the majority of the Board shall have final determination of any agenda.~~

~~(8330) (8421) (8422) (8424) (8425)~~

N.J.S.A. 10:4-10

N.J.S.A. 18A:16-1.1

Adopted:

Revised: 15 February 2001

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

PROGRAM 2440 SUMMER SESSION

2440 SUMMER SESSION

The Board of Education may conduct a summer session. A summer session must be approved by the Board of Education and the Executive County Superintendent of Schools and may include:

1. Remedial courses for students who wish to retake a course or subject previously taken and for which credits or placement may be awarded upon successful completion;
2. Advanced courses for students who wish to take a course or subject not previously taken in an approved school district program and for which additional credits or advanced placement may be awarded upon successful completion of the course; and
3. Enrichment courses for students who wish to take a course or subject of a vocational interest and for which no credits are to be awarded.

The Superintendent of Schools will develop a summer session program and submit the proposed program to the Board for approval. The proposed program shall include the details of the summer session including, but not limited to, a list of the courses or programs offered, the hours of operation, the school(s) where the summer session(s) will be operating, any tuition fees to be charged in accordance with the provisions of N.J.A.C. 6A:32-10.3, and projected cost of operation.

A student will be enrolled in a remedial course only on the written recommendation of the Principal of the school the student regularly attends. The recommendation shall state the name of the subject(s) which the student may take and the purpose for which each subject is taken. A student previously retained at grade level may be promoted on successful completion of a required remedial course, but no student shall be required to attend the summer session.

In accordance with the provisions of N.J.A.C. 6A:32-10.3, tuition may be charged to nonresident students enrolled in a summer session course and to resident students enrolled in enrichment courses which carry no credit and are determined by the Executive County Superintendent to have no direct relationship to the curriculum. Tuition may be charged to students domiciled within the district for enrollment in remedial or advanced courses in accordance with the provisions of N.J.S.A. 18A:11-15.

The Superintendent shall develop regulations for the summer session that include provisions for appropriate planning, proper staffing, student assignments, student evaluation, student records, award of credit, grade placement, and the utilization of facilities. Such regulations for the operation of the summer session shall be consistent with rules of the State Board of Education and Board policies. The operation of the summer session shall not conflict in any way with the administration of the regular school sessions of this district.

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BERKELEY HEIGHTS BOARD OF EDUCATION

PROGRAM

2440 SUMMER SESSION

N.J.S.A. 18A:11-15; 18A:54B-1 et seq.

N.J.A.C. 6A:32-10.1; 6A:32-10.2; 6A:32-10.3; 6A:32-10.4; 6A:32-10.5

Adopted:

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3126 DISTRICT MENTORING PROGRAM

3126 DISTRICT MENTORING-INDUCTION PROGRAM FOR PROVISIONAL TEACHERS

District Mentoring Program

The Board of Education shall develop a district mentoring program to provide nontenured teachers, including novice professional teachers who hold a certificate of eligibility (CE) or certificate of eligibility with advanced standing (CEAS) with an induction to the teaching profession and to the school community through differentiated supports based on the teachers' individual needs and to help them become effective professionals.

The goals of the district mentoring program shall be to enhance teacher knowledge of, and strategies related to, the New Jersey Student Learning Standards to facilitate student achievement and growth; identify exemplary teaching skills and educational practices necessary to acquire and maintain excellence in teaching; and assist first-year teachers in performing their duties and adjusting to the challenges of teaching. The Board of Education shall determine how each nontenured teacher in his or her first year of employment shall be provided with supports as outlined in N.J.A.C. 6A:9C-5.1(c). The Board shall provide an individual mentor to work one-on-one with a novice provisional teacher in accordance with N.J.A.C. 6A:9C-5.1(d). The Superintendent shall oversee the mentor selection process and ensure the individual mentor meets the minimum requirements required in N.J.A.C. 6A:9C-5.2(a).

In accordance with the provisions of N.J.A.C. 6A:9C-5.4, an approved agency and its designated staff shall be authorized to provide the services, evaluations, and recommendations specified within N.J.A.C. 6A:9B-8.6-8.7, and 8.9 for provisional Teachers of Supplemental Instruction in Reading and Mathematics, Grades K-8 in their employ.

The district's local mentoring plan shall be in accordance with the requirements as outlined in N.J.A.C. 6A:9C-5.1 et seq.

The Superintendent of Schools or designee shall develop the district mentoring plan in accordance with the requirements outlined in N.J.A.C. 6A:9C-5.3 as part of the school district's professional development plan (PDP) pursuant to N.J.A.C. 6A:9C-4.4. The district mentoring plan shall include logistics for its implementation and describe the school district's responsibilities pursuant to N.J.A.C. 6A:9C-5.1 et seq.

The Board of Education shall budget State funds appropriated for the novice teacher mentoring program in accordance with the provisions of N.J.A.C. 6A:9C-5.1(f). The Board shall ensure that State funds appropriated for this program shall supplement, and not supplant, ~~any~~ Federal, State or local funds already devoted to planning and implementing a novice teacher mentor program. The Board of Education shall ensure that State funds shall be used for one or more of the following: the costs associated with release time; substitutes for mentor teachers and novice teachers; and professional development and training activities related to the program.

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**BERKELEY HEIGHTS BOARD OF EDUCATION
TEACHING STAFF MEMBERS
3126 DISTRICT MENTORING PROGRAM**

Evaluations for a provisional teacher shall be completed in accordance with the requirements of N.J.A.C. 6A:9B-8.6.

N.J.S.A. 18A:26-2; 18A:26-2a

N.J.A.C. 6A:9B-8.4; 6A:9B-8.5; 6A:9B-8.6; 6A:9C-5.1

Adopted: 17 May 2001

Revised: 28 September 2017

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BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3134 ASSIGNMENT OF EXTRA DUTIES

3134 ASSIGNMENT OF EXTRAADDITIONAL DUTIES

The professional responsibilities of teaching staff members include such extra duties as may be assigned by the **Superintendent or designee, Board of Education. The Superintendent or designee Board will, in accordance with the Board of Education's managerial prerogative, assign-appoint teaching staff members to extra duties that are in accordance with applicable law duty positions including, but not necessarily limited to, the positions of co-curricular activity advisor, athletic coach, monitor, and any collective bargaining agreement. chapter one.** **All aspects of assignment to, retention in, dismissal from, and any terms and conditions of employment concerning extra-curricular activities shall be deemed mandatory subjects for collective negotiations in accordance with the provisions of N.J.S.A. 34:13A-23.**

~~Any teaching staff member appointed to an extra duty position is expected to serve unless excused for extenuating circumstances. A member's refusal to serve or resignation from extra duty service without permission may constitute an act of insubordination subject to discipline. A teaching staff member can accrue no tenure or seniority rights in an extra duty position and is not entitled to reappointment to an extra duty position.~~

~~Performance in anyan extra duties may duty position will be considered in a teaching staff member's member's evaluation, in determining whether to renew a nontenured member, and in determining which of two or more tenured members with identical seniority entitlements will be retained in a reduction in force.~~

The Superintendent will inform the Board of extra duty positions required for the implementation of the district's program, post notice of vacancies in those positions, and recommend appointments to those positions.

N.J.S.A. 18A:27-4

N.J.S.A. 34:13A-23

Cross reference: Policy Guide No. 3270

Adopted: 17 May 2001

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3141 RESIGNATION

3141 RESIGNATION

The Board of Education will enter a contract with each nontenured teaching staff member providing, in part, for the termination of employment by either party on proper notice in accordance with Policy 3124.

An employee's resignation must be tendered to the Board of Education through the Superintendent who may accept the resignation on behalf of the Board. Any such acceptance of a resignation will be ratified by the Board at its next meeting.

A member who offers ~~insufficient~~ ~~less than sixty (60) days~~ notice of resignation will be paid only through the last day of service. In addition, the Board may notify the Commissioner of Education of any tenured teaching staff member who terminates his/~~or~~ her position without having given sixty days **written** notice to the Board ~~unless and without the express permission of the Board~~ **approves the tenured teaching staff member's release on shorter notice. The Commissioner of Education may suspend the tenured teaching staff member's certificate for not more than one year for failure to give such notice.**

N.J.S.A. 18A:27-9

N.J.S.A. 18A:26-10; 18A:28-8
N.J.A.C. 6A:9B-4.8

N.J.A.C. 6:11-3.8

Adopted: 11 February 1991

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3152 WITHHOLDING AN INCREMENT

3152 WITHHOLDING AN INCREMENT

Advancements on the salary guide, including annual ~~employment~~ and adjustment increments, are not automatically granted and must be earned by satisfactory performance. Advancements require favorable evaluations of the employee's performance of assigned duties, a satisfactory attendance record, and adherence to the rules of this district and high standards of professional conduct.

The Board of Education may determine, by recorded roll call majority vote of the full membership and at any time prior to the commencement of the school year or contract year in which the employee's salary will vest, to withhold any or all of the increments indicated by the salary guide or by Board policy. In no case will the Board withhold a portion of an increment.

The Board shall, within ten days of its formal action to withhold an increment, give written notice to the affected employee of both the action and the reason or reasons for which it was taken.

The purpose of the Board in withholding increments is to improve the educational program and encourage the highest possible professional performance of its employees. Accordingly, all reasonable efforts will be made to inform employees of any deficiencies that may result in the withholding of an increment and to assist them in the correction of those deficiencies.

An increment withheld may be restored only by action of the Board. Nothing in this policy shall limit the right of a successor Board to restore an employee from whom an increment or increments have been withheld to that place on the salary guide he/~~or~~-she would have achieved had the increment or increments not been withheld.

**N.J.S.A. 18A:25-7; 18A:29-14
N.J.A.C. 6A:3-4.1**

Cross reference: Policy Guide No. 0166

Adopted: 11 February 1991

REGULATION GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS R 3160 PHYSICAL EXAMINATION (M)

R 3160 PHYSICAL EXAMINATION (M)

M

A. Definitions

1. “Employee” or “staff member” means the holder of any full-time or part-time position of employment.
2. “Health history” means the record of a person’s past health events obtained in writing, completed by the individual or their physician.
3. “Health screening” means the use of one or more diagnostic tools to test a person for the presence or precursors of a particular disease.
4. “Physical examination” means the assessment of an individual’s health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant.
5. “Physician assistant” means a health care professional licensed to practice medicine with physician supervision.

B. Physical Examinations – Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment shall be required to undergo a physical examination. The physical examination shall include, but is not limited to, a health history and health screenings to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board’s requirements for the physical examination.
 - a. A health history shall include, but is not limited to, the candidate’s:
 - (1) Past serious illnesses and injuries;
 - (2) Current health problems;
 - (3) Allergies; and
 - (4) A record of immunizations.
 - b. A health screening shall include, but is not limited to:

REGULATION GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

TEACHING STAFF MEMBERS R 3160 PHYSICAL EXAMINATION (M)

- (1) Height;
- (2) Weight;
- (3) Pulse and respiratory rate;
- (4) Hearing screening;
- (5) Blood pressure;
- (6) Vision screening.

C. Medical Requirements Upon Employment

1. A Mantoux tuberculosis test shall be given upon employment of all newly hired staff members (full-time and part-time), and to all student teachers, school bus drivers on contract with the district, and to contractors or volunteers who have contact with students. Tuberculosis testing is not required for volunteers working with students less than twenty hours per month.

a. Tuberculosis testing is not required:

- (1) For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six months or a documented positive tuberculosis test, regardless of when this test was done; or
- (2) For a school district staff member transferring between school districts or from a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.

- b. Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.

- (1) The school district shall determine the criteria essential to document a valid religious exemption.

- c. Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow-up procedures, and reporting shall be

REGULATION GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

TEACHING STAFF MEMBERS

R 3160 PHYSICAL EXAMINATION (M)

conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.

2. An individual teaching staff member may provide health-status information, including medications, that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the teaching staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

D. Health Records

1. All health records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, shall be secured, stored, and maintained separately from other personnel files.
2. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5.

E. Employees' Physical Examination and Medical Updates

1. School employee physicals, examinations, and/or annual medical updates shall not require disclosure of HIV status.

F. Review of Examinations and Assessments

1. The results of the physical examination of a candidate for employment who has received a conditional offer of employment will be reviewed by the school physician, who, in consultation with the Superintendent, will determine the candidate's physical and mental fitness to function with reasonable accommodation in the position for which he/she has made application. That determination will be made a part of the candidate's application.

G. Rescinding a Conditional Offer of Employment – Notice to Candidates for Employment Who Receive a Conditional Offer of Employment

1. All candidates for employment who receive a conditional offer of employment shall be informed by the district that:
 - a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations and assessments;

REGULATION GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

TEACHING STAFF MEMBERS R 3160 PHYSICAL EXAMINATION (M)

- b. The required examinations and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and
- c. If it is determined upon completing the examination(s) or assessment(s) the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board had approved the appointment at a Board meeting.

Adopted:

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3370 TEACHING STAFF MEMBER TENURE

3370 TEACHING STAFF MEMBER TENURE

The Board of Education recognizes that the benefit of tenure is conferred by law on teaching staff members who have completed the requisite period of probationary service in this school district. The Board also recognizes that certain service does not qualify the teaching staff member who performs that service for the grant of tenure.

Tenure in any administrative or supervisory position as listed in N.J.S.A. 18A:28-5 shall accrue only by employment in that administrative or supervisory position. Tenure so accrued will not extend to any other administrative or supervisory position and nothing shall limit or restrict tenure rights which were or may be acquired pursuant to N.J.S.A. 18A:28-6.

The Board specifically directs that service in the following positions will not accrue toward the tenure status and will be performed only under contract renewable at the discretion of the Board:

1. Substitute teacher acting in the absence of another employee;
2. Summer school teacher;
3. Co-curricular advisor;
4. Athletic coach; and
5. Department chairperson other than a supervisor.

Nothing in this policy will be deemed to confer tenure on any employee who serves in a position not listed above and for whom tenure is not provided by law.

N.J.S.A. 18A:16-1.1; 18A:28-3 et seq.; 18A:28-5 et seq.

Adopted:

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3372 TEACHING STAFF MEMBER TENURE ACQUISITION

3372 TEACHING STAFF MEMBER TENURE ACQUISITION

In accordance with the provisions of N.J.S.A. 18A:28-5.a, teaching staff members employed prior to August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the positions of teacher, Principal, other than Administrative Principal, Assistant Principal, Vice Principal, Assistant Superintendent, and all school nurses including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates issued by the Board of Examiners, serving in any school district or under any Board of Education, except those who are not the holders of proper certificates in full force and effect and School Business Administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Three consecutive calendar years, or any shorter period which may be fixed by the employing Board for such purpose; or
2. Three consecutive academic years, together with employment at the beginning of the next succeeding academic year; or
3. The equivalent of more than three academic years within a period of any four consecutive academic years.

In accordance with the provisions of N.J.S.A. 18A:28-5.b, teaching staff members employed on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the position of teacher, Principal, other than Administrative Principal, Assistant Principal, Vice Principal, Assistant Superintendent, and all school nurses, including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates issued by the Board of Examiners, serving in any school district or under any Board of Education, excepting those who are not the holders of proper certificates in full force and effect, and School Business Administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Four consecutive calendar years; or
2. Four consecutive academic years, together with employment at the beginning of the next succeeding academic year; or

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3372 TEACHING STAFF MEMBER TENURE ACQUISITION

3. The equivalent of more than four academic years within a period of any five consecutive academic years.

In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a teacher shall also complete a district mentorship program during the initial year of employment and receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment after the initial year of employment in which the teacher completes the district mentorship program.

In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a Principal, Assistant Principal, and Vice Principal shall also receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment with the first effective rating being received on or after the completion of the second year of employment.

"Effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the Commissioner of Education.

Tenure in any of the administrative or supervisory positions enumerated in N.J.S.A. 18A:28-5 et seq. shall accrue only by employment in that administrative or supervisory position. Tenure so accrued shall not extend to any other administrative or supervisory position and nothing in N.J.S.A. 18A:28-5 shall limit or restrict tenure rights which were or may be acquired, pursuant to N.J.S.A. 18A:28-6 – Tenure Upon Transfer or Promotion, in a position in which the individual actually served.

N.J.S.A. 18A:28-5

Adopted:

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3373 TENURE UPON TRANSFER OR PROMOTION

3373 TENURE UPON TRANSFER OR PROMOTION

In accordance with the provisions of N.J.S.A. 18A:28-6.a, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq. who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after July 1, 1962, shall not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position unless a shorter period is fixed by the employing Board of Education for such purpose; or
2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he/she then has tenure in the district or under the Board of Education, such teaching staff member shall be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion.

In accordance with the provisions of N.J.S.A. 18A:28-6.b, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq., who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.), shall not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position; or
2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3373 TENURE UPON TRANSFER OR PROMOTION

he/she then has tenure in the district or under the Board of Education, such teaching staff member shall be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion. In order to receive tenure pursuant to N.J.S.A. 18A:28-6.b, a teacher, Principal, Assistant Principal, and Vice Principal shall be evaluated as effective or highly effective in two annual summative evaluations within the first three years of employment in the new position. For purposes of N.J.S.A. 18A:28-6.b, "effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the New Jersey Commissioner of Education.

N.J.S.A. 18A:28-6

Adopted:

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION TEACHING STAFF MEMBERS 3439 JURY DUTY

3439 JURY DUTY

The Board of Education will indemnify any teaching staff member against loss of pay incurred by a call to jury duty. No such employee will be penalized in any way for an absence caused by service on a panel of grand or petit jurors. The time any such employee is absent on jury duty will not be charged against personal leave and will count as school district service.

Teaching staff members shall report a call to jury duty during the school term to the Principal or their immediate supervisor who shall determine whether or not a replacement is available. Teaching staff members scheduled for jury service during the school term for whom the administration indicates a replacement cannot reasonably be found shall seek from the Assignment Judge an excusal or deferment of service. Teaching staff members shall obtain from the Superintendent, or designee, a letter indicating the lack of availability of a substitute in such instances.

A teaching staff member who is a full-time teacher and is absent from school duties on jury duty **for any court of New Jersey, any court of any other State, any federal district court, or in the U.S. District Court for New Jersey will receive their usual compensation from the full pay, provided that the amount received for jury service is remitted to the school district for each day the teaching staff member is present for jury duty. In the event there is any jury duty compensation, excluding mileage and lodging, paid to the teaching staff member for their time on jury duty, the teaching staff member will: - be entitled to keep the jury duty compensation paid to him/her in addition to their school district paid usual compensation.**

An employee summoned to jury duty shall promptly report the summons to his/~~or~~-her immediate supervisor. On return from jury duty, the employee must submit to his/~~to~~-her immediate supervisor a court record of the number of days served on jury duty.

While on jury duty, an employee must report daily to his/~~or~~-her supervisor the schedule for the following day.

N.J.S.A. 2B:20-1 et seq.; 2B:20-10; 2B:20-16

Adopted: 11 February 1991

Revised: 17 May 2001

POLICY GUIDE

**BERKELEY HEIGHTS BOARD OF EDUCATION
SUPPORT STAFF
4124 EMPLOYMENT CONTRACT**

4124 EMPLOYMENT CONTRACT

The Board of Education requires ~~that every nontenured support staff member~~employee annually sign an employment contract for a term of not more than one year.

The employment contract shall include the date; name of the employee; the beginning and ending dates of service (**fixed term appointment**); the salary to be paid and the manner of payment; an authorization for salary deductions as applicable; and such other terms and conditions as may be necessary to a complete statement of the employment relationship.

The contract ~~may~~will include a provision for a probationary **employment period in accordance with a provision providing the Board the right to terminate the employment of the nontenured support staff member at Policy No. 4123 and the termination of the contract by either party following the completion of the probationary employment period. The contract will include a provision for the termination of the nontenured support staff member's contract on 30** 14 days notice **duly given by either party.**

In the event ~~that~~ the salary entered on the written contract differs from that formally approved by the Board, the salary approved by the Board shall be the salary paid.

Adopted: 11 February 1991

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION SUPPORT STAFF 4140 TERMINATION

4140 TERMINATION

The Board of Education will enter a contract with each non-tenured support staff member providing, in part, for the termination of employment by either party. The Board may terminate the employment of an employee for incompetence, immorality, unfitness for service, insubordination, reduction in force, or other good cause. Any notification of termination for cause will include a full statement of the reasons for the dismissal on notice duly given a non-probationary employee.

The Board may terminate an employment contract with a ~~A permanent non-tenured~~ probationary support staff member only upon ~~not covered by the recommendation terms of the Superintendent and by a recorded roll call majority vote of the full membership of the Board.~~ The Board will not withhold its approval for arbitrary and capricious reasons. N.J.S.A. 18A:27-4.1.

A permanent non probationary support staff member ~~a negotiated agreement~~ may request in writing, within ten days of receipt of the notification of dismissal, a hearing before the Board. The Board may, ~~in~~ at its discretion, grant a hearing. Any such hearing will include notice to the employee of the date, time, and place at which it will be held and an opportunity for the employee to be heard and to present witnesses on his/~~or~~-her behalf. The decision of the Board will be rendered in writing within thirty days and will be final. An employee who offers insufficient notice of termination will be paid only through the last day of his/~~or~~-her service. The Board may temporarily suspend an employee with or without pay and without notice when his/~~or~~-her continued services may be inimical to the interests of ~~students~~ pupils. N.J.S .A. 18H:6-10; ~~18A:17-2; 18A:17-3; 18A:27-4.1~~

Adopted: 17 May 2001

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION SUPPORT STAFF 4152 WITHHOLDING AN INCREMENT

4152 WITHHOLDING AN INCREMENT ~~FREEZING OR REDUCING WAGES~~

The Board of Education recognizes that any advancement on a salary schedule, including annual increments and raises, is not automatic but rests within the discretion of the Board.

Advancement on any salary schedule shall require favorable reports covering the employee's competence and thoroughness in the performance of assigned duties as well as the employee's record of attendance and compliance with district regulations.

The Superintendent or School Business Administrator/Board Secretary shall base a recommendation for wage freeze or reduction on evaluations of the employee's performance and conduct. The Superintendent or School Business Administrator/Board Secretary must also show to the satisfaction of the Board that the standards by which an employee has been evaluated are not exceptional or unusual and are expected of all employees in a similar classification.

Prior to voting on a recommendation to freeze or reduce wages, the Board will offer the employee the opportunity to address the Board in an informal hearing.

N.J.S.A. 18A:29-14

Adopted: 11 February 1991

REGULATION GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

SUPPORT STAFF

R 4160 PHYSICAL EXAMINATION (M)

R 4160 PHYSICAL EXAMINATION (M)

M

A. Definitions

1. "Employee" or "staff member" means the holder of any full-time or part-time position of employment.
2. "Health history" means the record of a person's past health events obtained in writing, completed by the individual or their physician.
3. "Health screening" means the use of one or more diagnostic tools to test a person for the presence or precursors of a particular disease.
4. "Physical examination" means the assessment of an individual's health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant.
5. "Physician assistant" means a health care professional licensed to practice medicine with physician supervision.

B. Physical Examinations – Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment shall be required to undergo a physical examination. The physical examination shall include, but is not limited to, a health history and health screenings to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board's requirements for the physical examination.
 - a. A health history shall include, but is not limited to, the candidate's:
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 - b. A health screening shall include, but is not limited to:

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- (1) Height;
- (2) Weight;
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- (4) Hearing screening;
- (5) Blood pressure;
- (6) Vision screening.

C. Medical Requirements Upon Employment

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a. Tuberculosis testing is not required:

- (1) For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six months or a documented positive tuberculosis test, regardless of when this test was done; or
- (2) For a school district staff member transferring between school districts or from a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.

b. Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.

- (1) The school district shall determine the criteria essential to document a valid religious exemption.

c. Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow-up procedures, and reporting shall be

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R 4160 PHYSICAL EXAMINATION (M)

conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.

2. An individual support staff member may provide health-status information, including medications, that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the support staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

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1. All health records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, shall be secured, stored, and maintained separately from other personnel files.
2. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5.

E. Employees' Physical Examination and Medical Updates

1. School employee physicals, examinations, and/or annual medical updates shall not require disclosure of HIV status.

F. Review of Examinations and Assessments

1. The results of the physical examination of a candidate for employment who has received a conditional offer of employment will be reviewed by the school physician, who, in consultation with the Superintendent, will determine the candidate's physical and mental fitness to function with reasonable accommodation in the position for which he/she has made application. That determination will be made a part of the candidate's application.

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 - a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations and assessments;

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BERKELEY HEIGHTS BOARD OF EDUCATION SUPPORT STAFF R 4160 PHYSICAL EXAMINATION (M)

- b. The required examinations and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and
- c. If it is determined upon completing the examination(s) or assessment(s) the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board had approved the appointment at a Board meeting.

Adopted:

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

STUDENTS
5200 ATTENDANCE (M)

5200 ATTENDANCE (M)

M

In accordance with the provisions of N.J.S.A. 18A:38-25, every parent, guardian, or other person having control and custody of a child between the ages of six and sixteen shall cause the child to regularly attend school. The Board of Education requires ~~students that the pupils~~ enrolled in the ~~school~~ schools of this district attend school regularly in accordance with the laws of the State.

Notwithstanding the requirement of reporting student absences in the school register for State and Federal reporting purposes, "excused" and "unexcused" student absences, for the purpose of expectations and consequences regarding truancy, student conduct, promotion, and the award of course credit ~~state. The Educational program offered by this district is a local Board decision outlined in N.J.A.C. 6A:16-7.6 and Policy and Regulation 5200. In accordance with the provisions of N.J.A.C. 6A:16-7.6 and for the purposes of Policy and Regulation 5200, a student's absence from school will either be excused or unexcused. Unexcused absences will count toward truancy. predicated on the presence of the pupil and requires continuity of instruction and classroom participation. The regular contact of pupils with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.~~

A parent or adult student shall provide advance notice to the school prior to the student being absent from school. In accordance with N.J.S.A. 18A:36-25.6, if a student is determined to be absent from school without valid excuse, and if the reason for the student's absence is unknown to school personnel, the Principal or designee shall immediately attempt to contact the student's parent to notify the parent of the absence and determine the reason for the absence.

~~Students that are~~ Attendance at school may be excused when the demonstrated ~~mental or physical condition of the pupil is such as to interfere with learning or prevent attendance or by the observance of the pupil's religion on a day approved by the Board as a religious holiday, or by such circumstances as the building principal may determine constitute good cause. No pupil, staff member, or visitor may attend or visit school if he or she has an uncoverable and/or uncovered weeping skin lesion, whether or not the person has been screened for HIV. All other absences are unexcused. Pupils absent from school for any reason except temporary disenrollment are responsible for the completion of assignments missed because of their absence. In accordance with N.J.S.A. 18A:36-14, a No student who is absent from school excused for observing a religious holiday shall not be deprived of anyan award, or eligibility, or opportunity to compete for anyan award, or deprived of the right opportunity to take an alternatemake-up a test or examination that was missed~~

POLICY GUIDE

BERKELEY HEIGHTS BOARD OF EDUCATION

STUDENTS

5200 ATTENDANCE (M)

~~because of given on the absence provided there is a written excuse of such absence signed by the parent religious holiday.~~

Prolonged or repeated absences, excused or unexcused, from school or from class, deprive ~~students~~ the pupil of the **educational and classroom experiences** experience deemed essential to learning and may result in retention at grade level or loss of credit **or removal from a course that would count** toward the high school diploma in accordance with policies of this Board.

~~Students. A warning notice shall be subjected given to the school district's response for unexcused absences that count toward truancy during any pupil, and to the schoolparent or legal guardian of any minor pupil, who has been absent more than ten days in any one year as outlined in N.J.A.C. 6A:16-7.6(a)4 and Regulation 5200. , excluding any absence attributable to disciplinary suspension.~~

~~Student attendance should be monitored by parent/legal guardian using the available online parent portal. Attendance warning notifications will be provided to parents/legal guardians as the student becomes in danger of losing credit. On the high school level, the following measures will be taken due to student absences, excluding any absence attributable to disciplinary suspension:~~

~~Loss of course credit may occur for:~~

~~6 absences or more — 1.25 credit course~~

~~9 absences or more — 2.5 credit course~~

~~18 absences or more — 5.0 credit course~~

~~If the student is tardy for more than 50% of the class, he/she will be considered absent for the class.~~

Unexcused absences from school or from classes within the school day ~~may constitute~~ **truancies and shall be subject a student to consequences that may include the denial of a student's participation in co-curricular activities and/or athletic competition.** ~~to the disciplinary rules of the Board. Repeated absences from school truancies that interfere with efforts of the this Board and its staff in the maintenance of good order and the continuity of classroom instruction and such absences may result in the removalsuspension or expulsion of any pupil from the student from a class or course of study during which absences have occurred or the suspension or expulsion from school of a pupil over sixteen years of age, in accordance with Policy Nos. 5610 and 5620. Before any such action is taken, every effort shall be made to identify the habitual truant, investigate the cause or causes of the pupil's behavior, and consider the modification of the pupil' educational program.~~

The Superintendent shall calculate and monitor the average daily attendance rate for the district and for each school in the district. Whenever the average daily attendance rate **does not meet** ~~is below ninety percent for the New Jersey Department of Education requirements~~ district or below eighty five percent in any one school, the Superintendent **or designee** shall develop a **district and implement an attendance improvement plan to improve student attendance pursuant to N.J.A.C. 6A:30-5.2.**

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~~The attendance rate shall be calculated by dividing total pupil days present for all pupils by the total possible pupil days for all pupils and multiplying the result by one hundred.~~

N.J.S.A. 18A:36-14; 18A:36-25.6; 18A:38-25

N.J.S.A. 34:2-21.1

N.J.A.C. 6A:16-7.6; 6A:30-5.2; 6A:32-8.3

Adopted: November 14, 1983

Revised: February 11, 1991

July 12, 2001

December 5, 2019

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M

A. Definitions

1. For the purposes of school attendance, a “day in session” shall be a day on which the school is open and students are under the guidance and direction of a teacher or teachers engaged in the teaching process. Days on which school is closed for such reasons as holidays, teachers’ institutes, and inclement weather shall not be considered as days in session.
2. A “school day” shall consist of not less than four hours, except that one continuous session of two and one-half hours may be considered a full day of Kindergarten.
3. “A day of attendance” shall be one in which the student is present for a full day under the guidance and direction of a teacher while school is in session.
 - a. Whenever over-crowded conditions make it necessary to hold two separate sessions with a different group of students in each session, a student attending for all of either session shall be regarded as having attended for the full day. An excused absence for any reason shall not be counted as a day of attendance in the school register.
4. A “half-day class” shall be considered the equivalent of a full day’s attendance only if in session for four hours or more, exclusive of recess periods or lunch periods.

B. Attendance Recording

1. Attendance Recording in the School Register (N.J.A.C. 6A:32-8.1)
 - a. The Board of Education shall be required to carefully and accurately track enrollment and attendance of all students in a manual school register format or in an electronic form of the school's choosing.
 - b. The Commissioner shall issue and publish on the Department's website school register guidance for recording student attendance in all public schools of the State operated by district Boards of Education, except adult high schools.
 - c. Student attendance shall be recorded in the school register during school hours on each day school is in session.

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- d. School registers shall be kept for students attending preschool, Kindergarten, grades one through five, grades six through eight, grades nine through twelve, each preschool class for the disabled, each class for the disabled, shared-time classes for regular students, shared-time classes for students with disabilities, full-time bilingual education programs and vocational day programs, and summer schools operated by the Board of Education.
 - e. A student who has been placed on home instruction shall have his or her attendance status recorded on the regular register for the program in which the student is enrolled. For the period beginning the first day the student is unable to attend school and ending the day before the first instructional day at the student's place of confinement, the student shall be marked absent. No absences shall be recorded for the student while on home instruction, providing the hours of instruction are not less than required by N.J.A.C. 6A:14-4.8 and 4.9. The number of possible days of enrollment for a student on home instruction shall be the same as for other students in the program in which the student is enrolled.
2. Attendance Recording for Board Policy (N.J.A.C. 6A:32-8.3)
- a. A record of the attendance of all students on roll in a school register shall be kept each day that school is in session by a teacher or other authorized person. It shall be the duty of this person to keep the attendance records according to these rules and the specific instructions issued by the Commissioner of Education.
 - b. No student shall be recorded as present unless the school is in session and the student so recorded is under the guidance and direction of a teacher in the teaching process.
 - c. A student shall be recorded as absent in the school register when not in attendance at a session of the school while a member of the school, except students excused due to religious holidays who shall be recorded as excused.
 - d. A student shall be recorded as either present, absent, or excused for religious observance, every day the school is in session after the student enters until the date the student is transferred to another school, transferred to an individual home instruction record, or officially leaves the school system.
 - e. The Commissioner shall annually prescribe a list of religious holidays on which it shall be mandatory to excuse students for religious observance upon the written request signed by the parent or person standing in loco parentis.

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- f. The mere presence of a student at roll call shall not be regarded as sufficient attendance for compliance with N.J.A.C. 6A:32-8.3. In a school which is in session during both the forenoon and the afternoon, a student shall be present at least one hour during both the forenoon and the afternoon in order to be recorded as present for the full day. In a school which is in session during either the forenoon or the afternoon, a student shall be present at least two hours in the session in order to be recorded as present for the full day.
- g. A student not present in school because of his/her participation in an approved school activity, such as a field trip, meeting, cooperative education assignment, or athletic competition will be considered to be in attendance.

C. Unexcused Absences That Count Toward Truancy/Excused Absences for Board Policy

1. Notwithstanding the requirement of reporting student absences in the school register for State and Federal reporting purposes, “excused” and “unexcused” student absences for the purpose of expectations and consequences regarding truancy, student conduct, promotion, and the award of course credit is a Board decision outlined in Policy 5200 and this Regulation.
2. N.J.A.C. 6A:16-7.6(a)3 requires the Board of Education policies and procedures contain, at a minimum, a definition of unexcused absence that count toward truancy. “An unexcused absence that counts toward truancy” is a student’s absence from school for a full or a portion of a day for any reason that is not an “excused absence” as defined below.
3. “An excused absence” is a student’s absence from school for a full day or a portion of a day for the observance of a religious holiday pursuant to N.J.S.A. 18A:36-14 through 16, or any absence for the reasons listed below:

The student’s illness

supported by notification to the school by the student’s parent;

The student’s required attendance in court;

Where appropriate, when consistent with Individualized Education Programs, the Individuals with Disabilities Act, accommodation plans under 29 U.S.C. §§ 794 and 705(20), and individualized health care plans;

The student’s suspension from school;

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- Family illness or death
- supported by notification to the school by the student's parent;
- Visits to post-secondary educational institutions;
- Interviews with a prospective employer or with an admissions officer of an institution of higher education;
- Examination for a driver's license;
- Necessary and unavoidable medical or dental appointments that cannot be scheduled at a time other than the school day;
- Take Our Children to Work Day;
- An absence considered excused by the Commissioner of Education and/or a New Jersey Department of Education rule;
- An absence for a reason not listed above, but deemed excused by the Principal upon a written request by the student's parent stating the reason for the absence and requesting permission for the absence to be an excused absence;

4. For cumulative unexcused absences of ten or more, a student between the ages of six and sixteen is truant, pursuant to N.J.S.A. 18A:38-25as determined by the Board's Attendance Policy and Regulation pursuant to N.J.A.C. 6A:16-7.6(a)4.iii. and the definition of school day pursuant to N.J.A.C. 6A:32-8.3. Any absence not listed in C.3. above shall be an unexcused absence counted toward truancy.

D. Notice to School of a Student's Absence

1. The parent or adult student shall notify the school office before the school day when the student will not be in school.
2. The parent of the student or an adult student who will attend the morning session, but will not attend the afternoon session shall provide notice to the school office before the start of the afternoon session.
3. The parent of a student or an adult student shall notify the school office of a future absence if the absence is foreseeable.

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4. Parents of a student who will be out of school more than 10 consecutive school days for any reason other than illness must notify the school principal in advance of taking those days. The student shall be removed from the school's attendance register during this time and, therefore, will be temporarily disenrolled as a Berkeley Heights student. In this case, the school will have no responsibility to provide make-up work. Parents are encouraged to make arrangements with other families to determine what work was missed and to work independently with their children to master these topics. Teachers will not provide make-up work or instruction upon the child's return. Failure to return to school after the period of disenrollment ends may result in the student's withdrawal from the school district.
5. In accordance with N.J.S.A. 18A:36-25.6, if a student is determined to be absent from school without valid excuse, and if the reason for the student's absence is unknown to school personnel, the Principal or designee shall immediately attempt to contact the student's parent to notify the parent of the absence and determine the reason for the absence.

E. Readmission to School After an Absence

1. A student returning from an absence of any length of time must provide a written statement that is dated and signed by the parent or adult student listing the reason for the absence.
2. A note explaining a student's absence for a noncommunicable illness for a period of more than ten school days must be accompanied by a physician's statement of the student's illness with medical clearance to return to school.
3. A student who has been absent by reason of having or being suspected of having a communicable disease must present to the school nurse written evidence of being free of communicable disease, in accordance with Policy 8451.
4. The Superintendent of Schools or designee may require a student who has been absent from school due to a suspension or other reason concerning the student's conduct to receive a medical examination by a physician regarding the student's physical and/or mental fitness to return to school. The Superintendent or designee will notify the student's parent of the specific requirements of the medical examination prior to the student's return to school.

F. Instruction

1. Teachers shall cooperate in the preparation of home assignments for students who anticipate an excused absence of 5 school days duration. The parent or student must request such home assignments.

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2. A student who anticipates an absence due to a temporary or chronic health condition may be eligible for home instruction in accordance with Policy 2412. The parent must request home instruction.
3. Students absent for any reason except Temporary Disenrollment are expected to make up the work missed. The parent or student is responsible for requesting missed assignments and any assistance required. Teachers will provide make-up assignments as necessary.
4. In general, students will be allowed a reasonable amount of time as determined by the teacher to make up missed work.
5. A student who missed a test or an exam shall be offered an opportunity to take the test, exam, or an appropriate alternate test.

G. Denial of Course Credit

1. The teacher will determine the credit to be awarded a student for make-up work. Where class participation is a factor in the learning process, the teacher may consider a student's absence in determining a final grade, except absences for the observance of a religious holiday or absence for a student's suspension from school will not adversely affect the student's grade. The teacher may record an incomplete grade for a student who has not had a full opportunity to make up missed work.
2. A secondary student may be dropped from a course or denied course credit when he/she has been absent for
5 days or more in a 1.25 credit course (marking period course)
9 days or more in a 2.5 credit course (semester course)
18 days or more in a 5.0 credit course (full-year course)
whatever the reason for the absence, except that absences for the observance of a religious holiday, absences for those excused in accordance with the reporting requirements of the school register, or absences caused by a student's suspension will not count toward the total.
3. An elementary student may be retained at grade level, in accordance with Policy 5410, when he/she has been absent 18 or more school days, whatever the reason for the absence, except that absences for the observance of a religious holiday, absences for those excused in accordance with the reporting requirements of the school register, and absences due to student's suspension will not count toward the total.

H. School District Response To Unexcused Absences During the School Year That Count Toward Truancy

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1. For up to four cumulative unexcused absences that count toward truancy, the Principal or designee shall:
 - a. Make a reasonable attempt to notify the student's parent of each unexcused absence prior to the start of the following school day;
 - b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent;
 - c. Identify, in consultation with the student's parents, needed action designed to address patterns of unexcused absences, if any, and to have the child return to school and maintain regular attendance;
 - d. Proceed in accordance with the provisions of N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-10, if a potentially missing or abused child situation is detected; and
 - e. Cooperate with law enforcement and other authorities and agencies, as appropriate.

2. For between five and nine cumulative unexcused absences that count toward truancy, the Principal or designee shall:
 - a. Make a reasonable attempt to notify the student's parent of each unexcused absence prior to the start of the following school day;
 - b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent;
 - c. Evaluate the appropriateness of action taken pursuant to N.J.A.C. 6A:16-7.6(a)4.i.(3) and H.1.c. above;
 - d. Develop an action plan to establish outcomes based upon the student's patterns of unexcused absences and to specify the interventions for supporting the student's return to school and regular attendance, which may include any or all of the following:
 - (1) Refer or consult with the building's Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
 - (2) Conduct testing, assessments, or evaluations of the student's academic, behavioral, and health needs;

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- (3) Consider an alternate educational placement;
 - (4) Make a referral to or coordinate with a community-based social and health provider agency or other community resource;
 - (5) Refer to a court or court program pursuant to N.J.A.C. 6A:16-7.6(a)4.iv. and H.4. below;
 - (6) Proceed in accordance with N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-10, if a potential missing or abused child situation is detected; and
 - (7) Engage the student's family.
 - e. Cooperate with law enforcement and other authorities and agencies, as appropriate.
3. For ten or more cumulative unexcused absences that count toward truancy, a student between the ages of six and sixteen is truant, pursuant to N.J.S.A. 18A:38-25, and the Principal or designee shall:
 - a. Make a determination regarding the need for a court referral for the truancy, per N.J.A.C. 6A:16-7.6(a)4.iv. and H.4. below;
 - b. Continue to consult with the parent and the involved agencies to support the student's return to school and regular attendance;
 - c. Cooperate with law enforcement and other authorities and agencies, as appropriate; and
 - d. Proceed in accordance with N.J.S.A. 18A:38-28 through 31, Article 3B, Compelling Attendance at School, and other applicable State and Federal statutes, as required.
4. A court referral may be made as follows:
 - a. When unexcused absences that count toward truancy are determined by school officials to be violations of the compulsory education law, pursuant to N.J.S.A. 18A:38-25, and the Board of Education's policies, in accordance with N.J.A.C. 6A:16-7.6(a), the parent may be referred to Municipal Court.
 - (1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Municipal Court; or

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b. When there is evidence of a juvenile-family crisis, pursuant to N.J.S.A. 2A:4A-22.g, the student may be referred to Superior Court, Chancery Division, Family Part.

(1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Juvenile-Family Crisis Intervention Unit.

5. For a student with a disability, the attendance plan and its punitive and remedial procedures shall be applied, where applicable, in accordance with the student's IEP, pursuant to 20 U.S.C. §§ 1400 et seq., the Individuals with Disabilities Education Act; the procedural protections set forth in N.J.A.C. 6A:14; accommodation plan under 29 U.S.C. §§794 and 705(20); and individualized health care plan and individualized emergency healthcare plan pursuant to N.J.A.C. 6A:16-2.3(b)5.xii.

6. All receiving schools pursuant to N.J.A.C. 6A:14-7.1(a), shall act in accordance with N.J.A.C. 6A:16-7.6(a)4.i. and H.1. above for each student with up to four cumulative unexcused absences that count toward truancy.

a. For each student attending a receiving school with five or more cumulative unexcused absences that count toward truancy, the absences shall be reported to the sending school district.

(1) The sending school district shall proceed in accordance with the Board of Education's policies and procedures pursuant to N.J.A.C. 6A:16-7.6(a) and H.5. above and the provisions of N.J.A.C. 6A:16-7.6(a)4.ii. through iv. and H.2. through H.5. above, as appropriate.

I. Discipline

1. Students may be denied participation in co-curricular activities if the Board establishes attendance standards for participation.

2. Students may be denied participation in athletic competition if the Board establishes attendance standards for participation.

3. No student who is absent from school for observance of a religious holiday may be deprived of any award or of eligibility for or opportunity to compete for any award because of the absence.

J. Recording Attendance

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1. Teachers must accurately record the students present, tardy, or absent each day in each session or each class. Attendance records must also record students' attendance at out-of-school curricular events such as field trips.
2. A record shall be maintained of each excused absence and each unexcused absence that counts toward truancy as defined in Policy and Regulation 5200.
3. A report card will record the number of times the student was absent and tardy in each marking period.
4. A student's absence for observance of a religious holiday will not be recorded as such on any transcript or application or employment form.

K. Appeal

1. Students may be subject to appropriate discipline for their school attendance record.
2. A student who has been retained at grade level for excessive absences may appeal that action in accordance with Policy 5410.
3. A student who has been dropped from a course and/or denied course credit for excessive absences may appeal that action in accordance with the following procedures:
 - a. The student shall file a written appeal to the Principal or designee within five school days of receiving notice of the action. The appeal should state the reasons for each absence, any documentation that may support reducing the number of absences for the purposes of course credit, and reasons why the student should either continue to be enrolled in the course or receive course credit for a class the student completed.
 - b. The Principal or designee will respond in writing no later than seven school days after receiving the student's appeal.
 - c. If the student is not satisfied, he/she may submit a written request to the Principal for consideration by an Attendance Review Committee.
 - d. On a student's request for consideration by an Attendance Review Committee, the Principal shall convene an Attendance Review Committee. The Attendance Review Committee shall meet informally to hear the student's appeal. The student's parent and teacher(s) may attend the meeting.

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- e. The Attendance Review Committee shall decide the appeal and inform the student in writing within seven school days of the meeting.
- f. The student may appeal an adverse decision of the Attendance Review Committee to the Superintendent, the Board of Education, and the Commissioner of Education in accordance with Policy 5710, Student Grievance and N.J.S.A. 18A. An appeal to the Attendance Review Committee shall be considered to have exhausted the first two steps of the grievance procedure outlined in Policy 5710.

L. Attendance Records

- 1. Attendance records for the school district and each school will be maintained and attendance rates will be calculated as required by the New Jersey Department of Education. The school district will comply with all attendance requirements and any improvement plans as required by the Department of Education.

Adopted:

REGULATION GUIDE

STRAUSS ESMAY ASSOCIATES

STUDENTS

R 5530 SUBSTANCE ABUSE (M)

R 5530 SUBSTANCE ABUSE (M)

M

The following procedures are established in implementation of Policy 5530, Substance Abuse.

A. Definitions

1. "Evaluation" means procedures used by a certified or licensed professional to make a positive determination of a student's need for programs and services which extend beyond the general school program by virtue of learning, behavior, or health difficulties of the student or the student's family.
2. "Other drugs" mean substances as defined in N.J.S.A. 18A:40A-9 and substances as defined in N.J.A.C. 6A:16-4.1(a).
3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. When parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.
4. "Referral for evaluation" means programs and services suggested to a student or his or her family in order to make a positive determination regarding a student's need for services that extend beyond the general school program.
5. "Referral for treatment" means programs and services suggested to a student or to his or her family to help implement the recommendations resulting from an evaluation, pursuant to N.J.A.C. 6A:16-1.3 and 4.1(c)5 and 6; in response to a positive alcohol or other drug test result, pursuant to N.J.A.C. 6A:16-4.4; or in response to the family's request for assistance with a learning, behavior, or health difficulty, pursuant to N.J.A.C. 6A:16-4.1(c)7 and 8.
6. "School grounds" means and includes land, portions of land, structures, buildings, and vehicles, owned, operated or used for the provision of academic or extracurricular programs sponsored by the district or community provider and structures that support these buildings, such as school wastewater treatment facilities, generating facilities, and other central facilities including, but not limited to, kitchens and maintenance shops. "School grounds" also include other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land. "School grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration as defined in N.J.A.C. 6A:26-1.2.

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7. "Substance" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages, controlled dangerous substances, including anabolic steroids as defined at N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined at N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

8. "Substance abuse" means the consumption or use of any substance for purposes other than for the treatment of sickness or injury as prescribed or administered by a person duly authorized by law to treat sick and injured human beings.

9. "Under the influence" of substances means that the student is observed in the use of a substance or exhibits physical and/or behavioral characteristics that indicate the immediate use of a substance.

B. Discipline

1. Any violation of Board rules prohibiting the use, possession, and/or distribution of a substance is a serious offense, and the student who violates a substance abuse rule will be disciplined accordingly. Repeated violations are more severe offenses and warrant stricter disciplinary measures. Students who violate the substance abuse rules will be disciplined as follows:

The consequences for positive test results of Substance use

a. 1st offense

- parent/guardian meeting with administration
- a four (4) day out-of-school suspension
- followed by seven (7) calendar days exclusion from extra-curricular activities

b. 2nd offense

- parent/guardian meeting with administration
- a ten (10) day out-of-school suspension followed by 28 calendar days exclusion from participation in extracurricular activities

c. 3rd offense

- parent/guardian meeting with administration
- a ten (10) day out-of school suspension
- followed by 45 school calendar days exclusion from participation in/attendance at extra-curricular activities possible expulsion from school or alternate educational setting

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STRAUSS ESMAY ASSOCIATES

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R 5530 SUBSTANCE ABUSE (M)

School related consequences for the possession of Substances

- a. 1st offense –
 - parent/guardian meeting with administration
 - a four (4) day out-of school suspension
 - followed by seven (7) calendar days exclusion from extra-curricular activities
- b. 2nd offense
 - parent/guardian meeting with administration
 - a ten (10) day out-of-school suspension
 - followed by 28 calendar days exclusion from extra-curricular activities
- c. 3rd offense
 - parent/guardian meeting with administration
 - a ten (10) day out-of-school suspension
 - followed by 45 calendar days exclusion from extra-curricular activities
 - and possible expulsion from school

Penalties for distribution of Substances

- a. 1st offense
 - parent/guardian meeting with administration
 - a ten (10) day out-of school suspension
 - followed by 45 calendar days exclusion from participation in extracurricular activities
- b. 2nd offense
 - parent/guardian meeting with administration
 - a ten (10) day out-of school suspension
 - possible expulsion from school

2. In accordance with N.J.A.C. 6A:16-4.1(c), the following disciplinary action will be taken in the event the student does not follow through on the recommendations of an evaluation for alcohol or other drug abuse and related behaviors:

- a. 1st offense
 - parent/guardian meeting with administration
 - a four (4) day out-of-school suspension
 - followed by seven (7) calendar days exclusion from extra-curricular activities
- b. 2nd offense
 - parent/guardian meeting with administration
 - a ten (10) day out-of-school suspension followed by 28 calendar days exclusion from participation in extracurricular activities
- c. 3rd offense
 - parent/guardian meeting with administration
 - a ten (10) day out-of school suspension
 - followed by 45 school calendar days exclusion from participation in/attendance at extra-curricular activities possible expulsion from school or alternate educational setting

C. Intervention, Referral for Evaluation, and Referral for Treatment Services

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R 5530 SUBSTANCE ABUSE (M)

1. The provision of intervention, referral for evaluation, and referral for treatment services for students who are affected by alcohol or other drug use.

a. The intervention, referral for evaluation, and referral for treatment services shall be provided by an individual who holds the educational services certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners, or by an individual who holds one of the following educational services certificate endorsements: school nurse; school nurse/non-instructional; school psychologist; school counselor; school social worker; or student personnel services and is trained in alcohol and other drug abuse intervention, assessment, referral for evaluation, and referral for treatment skills.

b. The intervention, referral for evaluation, and referral for treatment services shall include one or more of the following:

(1) Provisions for a program of instruction, counseling, and related services provided by the district Board of Education while a student receives medical treatment for a diagnosed alcohol or other drug dependency problem;

(2) Referral to a community agency, as defined in N.J.A.C. 6A:16-4.1(b), out-of-State agencies licensed by the appropriate State regulatory agency for alcohol and other drug services, or private practitioners authorized by the appropriate drug and alcohol licensing board;

(3) Provisions for support services for students who are in, or returning from, medical treatment for alcohol and other drug dependency; or

(4) A special class, course or educational program designed to meet the needs of students with alcohol or other drug use problems.

D. Reporting, Notification, and Examination Procedures

1. Students Suspected of Using Anabolic Steroids – N.J.A.C. 6A:16-4.3(b)

a. Whenever a teaching staff member, certified or non-certified school nurse, or other educational personnel has reason to believe that a student has used or may be using anabolic steroids, the person shall report the matter as soon as possible to the Principal or, in the Principal's absence, to a person designated by the Principal and either the certified or non-certified school nurse, the school physician, or the student assistance coordinator.

b. In response to a report of suspected anabolic steroid use, including instances when a report is made to law enforcement, the Principal or designee shall immediately notify the student's parent and the Superintendent. The Principal or designee shall arrange for an examination of the student by a physician licensed to practice medicine or osteopathy selected by the parent.

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(1) If the physician chosen by the parent is not available to perform the examination, the examination shall be conducted by the school physician or other physician identified by the Principal.

(2) The student shall be examined as soon as possible for the purpose of determining whether the student has been using anabolic steroids.

c. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to have used or to be using anabolic steroids.

(1) The Superintendent or designee shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of anabolic steroids or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities involving anabolic steroids.

d. The examining physician shall provide to the parent, Principal, and Superintendent a written report of the examination.

e. If it is determined the student has used anabolic steroids, an individual who holds the Educational Services Certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following educational services certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker, or student personnel services and is trained to assess alcohol and other drug abuse shall interview the student and others, as necessary, for the purpose of determining the extent of the student's involvement with and use of anabolic steroids and the possible need for referral for treatment.

(1) To make this determination, the school staff member(s) identified above may conduct a reasonable investigation, which may include interviews with the student's teachers and parents and consultation with experts in student alcohol or other drug abuse.

f. If results of a referral for evaluation positively determine the student's involvement with and use of anabolic steroids represents a danger to the student's health and well-being, the school staff member(s) identified in D.1.e. above who is trained to assess alcohol and other drug abuse shall initiate a referral for treatment to appropriate community agencies as defined in N.J.A.C. 6A:16-4.1(b), to out-of-State agencies licensed by the appropriate State regulatory agency for alcohol and other drug services, or to private practitioners certified by the appropriate drug and alcohol licensing board.

2. Students Suspected of Being Under the Influence of Alcohol or Other Drugs Other Than Anabolic Steroids – N.J.A.C. 6A:16-4.3(a)

a. Any educational staff member or other professional to whom it appears that a student may be currently under the influence of alcohol or other drugs on school grounds shall report the matter as soon as possible to the Principal or, in his or her absence, to his or her designee and either the

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certified school nurse, non-certified school nurse, school physician, or student assistance coordinator, pursuant to N.J.S.A. 18A:40A-12.

(1) In instances where the Principal and either the certified school nurse, non-certified school nurse, school physician or the student assistance coordinator are not in attendance, the staff member responsible for the school function shall be immediately notified.

(2) The referring staff member shall file with the Principal a report describing the incident. The form shall include all information necessary for a complete, accurate reporting on the Student Safety Data System (SSDS) according to N.J.S.A. 18A:17-46 and N.J.A.C. 6A:16-5.3.

b. In response to every report by an educational staff member or other professional of suspected student alcohol or other drug use, including instances when a report is made to law enforcement, the Principal or designee shall:

(1) Immediately notify the student's parent and the Superintendent or designee;

(2) Arrange for an immediate medical examination of the student for the purposes of providing appropriate health care and for determining whether the student is under the influence of alcohol or other drugs, other than anabolic steroids; and

(3) Any substance screening conducted by the school nurse and/or other staff is not a substitute for the required medical examination required in N.J.S.A. 18A:40A-12.

c. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol or other drugs.

(1) The Superintendent or designee 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.

d. The medical examination shall be performed by a physician licensed to practice medicine or osteopathy who is selected by the parent.

(1) The parent will be provided, in writing, the minimum requirements for the immediate medical examination, which will include, but not be limited to, the substances to be tested by the physician, the cut-off levels of each substance to be tested, the time period the immediate medical examination must be conducted, and any other requirements of the examination.

(2) The examination shall be at the expense of the parent and not the district Board of Education.

e. If the physician chosen by the parent is not immediately available, the medical examination shall be conducted by the school physician.

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(1) If the school physician is not available, the student shall be accompanied by a member of the school staff designated by the Principal to the emergency room of the nearest hospital for examination.

(2) The student's parent, if available, shall also accompany the student.

(3) When the medical examination is conducted by the school physician or a physician at the emergency room of the nearest hospital, the examination shall be at the expense of the district Board of Education.

f. The Board of Education will have a plan in place for the appropriate supervision of the student:

(1) While waiting for a parent to take the student to the physician selected by the parent, or while the student is waiting for and receiving the medical examination by the school physician or the physician in an emergency room; and

(2) Provisions will be made for the appropriate care of the student while awaiting the results of the medical examination.

g. A written report of the medical examination of the student shall be furnished to the student's parent, the Principal, and the Superintendent of Schools by the examining physician within twenty-four hours of the referral of the student for suspected alcohol or other drug use.

(1) The school district, in cooperation with the school physician or medical professionals licensed to practice medicine or osteopathy, shall establish minimum requirements for the medical report. The minimum requirements for the examination will be periodically reviewed and updated as needed.

(2) The report's findings shall verify whether the student's alcohol or other drug use interferes with his or her physical and mental ability to perform in school.

h. When the medical examination is performed by a physician other than the school physician or at the emergency room of the nearest hospital, the school district will require the parent to verify within twenty-four hours of the notification that the student is suspected of alcohol or other drug use that a medical examination was performed in compliance with this Policy.

(1) The verification shall include, at a minimum, the signature, printed name, address, and phone number of the examining physician, the date and time of the medical examination, and the date by which the report required in this Policy will be provided.

(2) Refusal or failure by a parent to comply with this requirement shall be treated as a policy violation and handled in accordance with N.J.A.C. 6A:16-4.3(d).

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i. If the written report of the medical examination is not submitted to the parent, Principal, and Superintendent within twenty-four hours of the referral of the student for suspected alcohol or other drug use, the student shall be allowed to return to school until such time as a positive determination of alcohol or other drug use is received from the examining physician, unless the student was also removed for violating the Code of Student Conduct.

j. If the written report of the medical examination verifies that alcohol or other drugs do not interfere with the student's physical and mental ability to perform in school, the student will be immediately returned to school.

k. If there is a positive determination from the medical examination, indicating the student's alcohol or other drug use interferes with his or her physical or mental ability to perform in school:

(1) The student will be returned as soon as possible to the care of the parent;

(2) Attendance at school shall not resume until a written report has been submitted to the parent, the Principal, and Superintendent from a physician licensed to practice medicine or osteopathy who has examined the student to determine whether alcohol or other drug use interferes with his or her physical or mental ability to perform in school.

(a) The report shall verify that the student's alcohol or other drug use no longer interferes with the student's physical and mental ability to perform in school.

(3) Removal of a student with a disability shall be made in accordance with N.J.A.C. 6A:14.

l. While the student is home because of the medical examination or after the student returns to school, an individual who holds the Educational Services Certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following Educational Services Certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker, or student personnel services and is trained to assess alcohol and other drug abuse shall:

(1) Conduct an alcohol and other drug assessment of the student and a reasonable investigation of the situation, which may include interviews with the student's teachers and parents and consultation with experts in student alcohol or other drug abuse, for the purpose of making a preliminary determination of the student's need for educational programs, supportive services, or treatment that extend beyond the general school program by virtue of the student's use of alcohol or other drugs.

(a) The findings of the assessment alone shall not prevent a student from attending school; and

(2) Cooperate with community agencies as defined in N.J.A.C. 6A:16-4.1(b) and juvenile justice officials in providing evaluation, referral, and continuity of care for alcohol or other drug abuse treatment.

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m. While the student is at home because of the medical examination or after his or her return to school, the Principal or Superintendent may recommend or require alcohol and other drug assessment of the student or evaluation by appropriately certified or licensed professionals to make a positive determination of a student's need for programs and services that extend beyond the general school program, as necessary.

(1) The findings of these additional evaluations alone shall not be used to prevent a student from attending school.

n. If at any time it is determined that the student's use of alcohol or other drugs presents a danger to the student's health and well-being, an individual who holds the Educational Services Certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following Educational Services Certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker, or student personnel services and is trained in alcohol and other drug abuse treatment referral shall initiate a referral for alcohol or other drug abuse treatment.

E. Handling of Alcohol or Other Drugs

1. A student's person, effects, or school storage places may be searched for substances in accordance with Board Policy and applicable laws regarding searches in schools.

2. A school employee who seizes or discovers a substance, or an item believed to be a substance or drug paraphernalia, shall immediately notify and turn it over to the Principal or designee.

a. The Principal or designee shall immediately notify the Superintendent or designee who in turn shall notify the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.

b. In accordance with the provisions of N.J.A.C. 6A:16-6.4(a), the school employee, Principal or designee shall safeguard the alcohol, other drug, or paraphernalia against further destruction and shall secure the alcohol, other drug, or paraphernalia until it can be turned over to the County Prosecutor or designee.

c. The Principal or designee shall provide to the County Prosecutor or designee all information concerning the manner in which the alcohol, other drug, or paraphernalia was discovered or seized, including:

(1) The identity of all persons who had custody of the substance or paraphernalia following its discovery or seizure; and

(2) The identity of the student believed to have been in possession of the substance or paraphernalia.

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d. The Principal or designee shall not disclose the identity of a student who voluntarily and on his or her own initiative turned over the alcohol, other drug, or paraphernalia to a school employee, provided there is reason to believe the student was involved with the alcohol, other drug, or paraphernalia for the purpose of personal use and not distribution activities, and further provided the student agrees to participate in an appropriate treatment or counseling program.

(1) For the purposes of N.J.A.C. 6A:16-6.4, an admission by a student in response to questioning initiated by the Principal or teaching staff member, or following the discovery by the Principal or teaching staff member of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall not constitute a voluntary, self-initiated request for counseling and treatment.

F. Reporting Students to Law Enforcement Agencies

1. Subject to N.J.A.C. 6A:16-6.5, any staff member who, in the course of his or her employment, has reason to believe that a student has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall report the matter as soon as possible to the Principal or, in the absence of the Principal, to the staff member responsible at the time of the alleged violation.

2. Either the Principal or the responsible staff member shall notify the Superintendent, who in turn shall notify as soon as possible the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.

3. The Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter, including the identity of the student involved.

4. The Superintendent or designee; however, shall not disclose the identity of a student who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or other drug abuse problem, provided the student is not reasonably believed to be involved or implicated in drug-distribution activities.

5. For the purpose of N.J.A.C. 6A:16-6.3, an admission by a student in response to questioning initiated by the Principal or teaching staff member, or following the discovery by the Principal or teaching staff member of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall not constitute a voluntary, self-initiated request for counseling and treatment.

6. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol and/or controlled dangerous substances, pursuant to N.J.A.C. 6A:16-4.3(a), or a student suspected to have used or who may be using anabolic steroids, pursuant to N.J.A.C. 6A:16-4.3(b), and who is referred for a medical examination, pursuant to N.J.A.C. 6A:16-4.3(a) or (b), as appropriate, for the purposes of providing appropriate health care for the student and for determining whether the student is under the influence of alcohol or other drugs or has been using anabolic steroids. The Superintendent or

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designee 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.

7. Law enforcement authorities shall not be notified of the findings if a student's alcohol or other drug test, pursuant to N.J.A.C. 6A:16-4.3(a)3i and N.J.A.C. 6A:16-4.3(b)3i and N.J.A.C. 6A:16-4.3(a)4, was obtained as a result of the district Board of Education's voluntary random drug testing policy, pursuant to N.J.S.A. 18A:40A-22 et seq. and N.J.A.C. 6A:16-4.4.

G. Parent Training Program/Outreach Programs

1. A substance abuse training program will be offered to the parents of students enrolled in the district. The program will be offered at times and places convenient to parents and on school premises or in other suitable facilities.

2. The program shall, at a minimum, provide:

a. A thorough and comprehensive review of the substance abuse instruction curriculum to be taught to the children of the parents during the school year, with recommendations as to the ways in which the parent may enhance, reinforce, and supplement that program;

b. Information on the pharmacology, physiology, psychosocial, and legal aspects of substance abuse;

c. Instruction to assist the parent in the identification of the symptoms and behavioral patterns that might indicate a child may be involved in substance abuse;

d. Information on the State, local, and community organizations which are available for the prevention, early intervention, treatment, and rehabilitation of individuals who show symptoms of substance abuse; and

e. A review of the Board Policy and Regulation on substance abuse with attention to the role of parents.

3. The Board will establish an outreach program to provide substance abuse education for the parents of students in the district. In establishing the program, the Board shall consult with such local organizations and agencies as are recommended by the Commissioner. The Board shall insure the program is offered at times and places convenient to the parents of the district on school premises, or at other suitable facilities.

a. In addition to the substance abuse education program required pursuant to N.J.S.A. 18A:40A-17, the Board shall provide assistance to parents who believe that their child may be involved in substance abuse.

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H. Records and Confidentiality of Records

1. Notations concerning a student's involvement with substances may be entered on his/her records, subject to N.J.A.C. 6A:32-7.1 et seq. and Policy 8330.
2. Information concerning a student's involvement in a school intervention or treatment program for alcohol or other drug abuse shall be kept strictly confidential according to 42 CFR Part 2, N.J.S.A. 18A:40A-7.1 and 7.2, and N.J.A.C. 6A:16-3.2.
3. If a student involved in a school-based drug and alcohol counseling program provides information during the course of a counseling session which indicates the student's parent or other person residing in the student's household is dependent upon or illegally using substances pursuant to N.J.S.A. 18A:40A-7.1 and 7.2, that information shall be kept confidential and may be disclosed only under the circumstances expressly authorized as follows:
 - a. Subject to the student's written consent, to another person or entity whom the student specifies in writing in the case of a secondary student, or to a member of the student's immediate family or the appropriate school personnel in the case of an elementary student;
 - b. Pursuant to a court order;
 - c. To a person engaged in a bona fide research purpose; except that no names or other information identifying the student or the person with respect to whose substance abuse the information was provided, shall be made available to the researcher; or
 - d. To the Division of Child Protection and Permanency (DCP&P) or to a law enforcement agency, if the information would cause a person to reasonably suspect that the student or another child may be an abused or neglected child in accordance with statute or administrative code.

Any disclosure made pursuant to H.3.a. and b. above shall be limited to that information which is necessary to carry out the purpose of the disclosure, and the person or entity to whom the information is disclosed shall be prohibited from making any further disclosure of that information without the student's written consent. The disclosure must be accompanied by a written statement from the Superintendent or designee advising the recipient that the information is being disclosed from the records the confidentiality of which is protected by N.J.S.A. 18A:40A-7.1 et seq. and that this law prohibits any further disclosure of this information without the written consent of the person from whom the information originated.

Nothing in this Policy or Regulation prevents the DCP&P or a law enforcement agency from using or disclosing the information in the course of conducting an investigation or prosecution. Nothing in this Policy or Regulation shall be construed as authorizing the violation of any Federal law.

The prohibition on the disclosure of information provided by a student shall apply whether the person to whom the information was provided believes that the person seeking the information

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already has it, has other means of obtaining it, is a law enforcement or other public official, has obtained a subpoena, or asserts any other justification for the disclosure of this information.

A person who discloses or willfully permits the disclosure of information provided by a student in violation of this Policy is subject to fines in accordance with N.J.S.A. 18A:40A-7.2.

4. Each incident of substance abuse shall be reported to the Commissioner on the SSDS.

Cross Reference Policy 5513

Adopted: 4 November 2003
Revision:

POLICY GUIDE

**BERKELEY HEIGHTS BOARD OF EDUCATION
FINANCES
6620 PETTY CASH (M)**

6620 PETTY CASH (M)

M

The Board of Education authorizes the establishment of petty cash funds in accordance with this policy. ~~The Board and~~ directs the implementation of appropriate controls to protect the funds from abuse.

The Board shall hereby ~~establishes~~ establish imprest petty cash funds in ~~on July 1 of each year~~ specifying the care of the following responsible persons and in the following amounts: ~~amount of each fund.~~

Account Title	Custodian Title	Amount	Maximum Single Expenditure
Petty Cash - Governor Livingston High School	Principal	\$250.00	\$50
Petty Cash - Columbia Middle School	Principal	\$175.00	\$50
Petty Cash - Mary Kay McMillin ECC	Principal	\$125.00	\$50
Petty Cash - Thomas P. Hughes	Principal	\$125.00	\$50
Petty Cash - Mountain Park	Principal	\$125.00	\$50
Petty Cash - William Woodruff	Principal	\$125.00	\$50
Petty Cash - Board Office	Business Office Bookkeeper	\$250.00	\$75
Petty Cash - Child Study Team	CST Director	\$125.00	\$50

Petty cash funds may be disbursed only for the immediate payment of comparatively small expenditures and may not be used to circumvent the regular purchasing procedures of this district. ~~No single petty cash expenditure may exceed \$50.00 without advance approval of the School Business Administrator/Board Secretary.~~ Each request for petty cash funds must be in a written document that is signed by the person making the request; supporting documents, if any, will be affixed to the request.

The custodian of a petty cash fund shall ~~normally~~ submit to the Board Secretary ~~monthly~~ a request for replenishment **when the moneys available in the fund have declined to twenty-five percent or less of the authorized amount of the fund.** - The ~~Board Secretary~~ custodian shall

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prepare a voucher for approval by the Board. The voucher will include disbursement slips to support the amount of the replenishment and its allocation to any account.

The petty cash box must be secured daily. All petty cash funds will be closed out **for audit** at the end of the school year, and unused funds will be returned to the **depository**. ~~school money account.~~ The custodian of each fund will report to the Board on amounts disbursed from the fund not less than once ~~each year~~ ~~every two months~~.

N.J.S.A. 2C:21-15

N.J.S.A. 18A:19-13; 18A:23-2

N.J.A.C. 6A:23-2.9 et seq.

Adopted: 12 March 1984

Revised: 11 February 1991, 12 July 2001

7461 DISTRICT SUSTAINABILITY POLICY

The Berkeley Heights Board of Education recognizes the importance of minimizing the district's use of natural resources, providing a high-quality environment that promotes health and productivity and the effective management of our fiscal resources.

Sustainability is defined as meeting the needs of the present without compromising the resources of the future. It considers the interrelationship of economic, social, and environmental factors that protect and enhance present and future quality of life.

The board of education recognizes that responsible environmental stewardship is an integral part of its mission in ensuring that schools are well run. The board supports conservation and sustainable planning, operations and maintenance, and shall endeavor to implement *green initiatives in all day-to-day district operations.

The Board of Education desires to conduct its operations and make decisions with identified sustainability priorities that include at a minimum: protecting students, staff, and community from environmental harm; preparing students for the future by educating for sustainability (knowledge of concepts and practices of environmental, social, and economic responsibility and sustainability); and include an intent to preserve current and future resources.

The Board believes by incorporating sustainable practices into school policies and operations it can make an immediate impact on student health, academic performance, and teacher retention while decreasing operational costs and demands on natural resources.

The Superintendent of Schools will establish a School District Sustainability Team to provide the Superintendent and the Board with information on the benefits of increased sustainability practices within the school district.

Furthermore, when economically viable and practical, the Berkeley Heights Public Schools will develop site improvements that will attempt to reduce greenhouse gases while promoting environmentally-friendly lifestyles. Potential steps could include increased utilization of landscaping plantings, school gardens/learning centers, and greening of selected locales.

The Board of Education authorizes the following sustainability practices to be implemented within the schools of the district:

School District Sustainability Team

A district Green Team may be appointed by the chief school administrator with approval by the school board. The team may include teaching staff members, administrators, board members, facility staff members, community members including experts from the local municipality, students, and parents/guardians. The team shall be responsible for investigating and proposing district wide sustainability audit, conservation and green initiatives for day-to-day operations and

practices that promote a sustainable environment that is conducive to learning and lowers the operational cost of the district. The Green Team will also oversee:

- A. The assessment of the current district practice's and operation's impact on the environment
- B. The implementation learning and participation opportunities for students in the areas including audits in the areas of energy, water and materials and general resources, conservation measures, recycling, and composting
- C. The implementation of curriculum components that supports the district conservation and green initiatives
- D. Employee and community engagement
- E. The development of goals and objectives for improving the district's sustainability, conservation and green initiatives
- F. The creation of a strategic plan or action plan to achieve district goals and objectives
- G. Advising the school board and making recommendations
- H. Asses the district long range facility plan to ensure reasonable and manageable sustainable actions can be strategically implemented over time
- I. Review contractual agreements with vendors that reflect the districts sustainability plan

Professional Development for Sustainability

Quality professional development of staff and Board members facilitates the effective transition to sustainability planning and practices for schools and school districts. Enhancing the knowledge of school personnel about the benefits and requirements of sustainability practices in a school setting increases the likelihood of a successful integration of sustainability into the school district's operations and promotes shared ownership of the outcomes.

The Board of Education will provide a minimum of two hours of time for professional development on sustainability topics to at least five members of the school district staff and/or members of the School District Sustainability Committee to include, but not be limited to, school Board members, district administrative staff members, teaching staff members, and support staff members.

The professional development for sustainability will provide a general understanding of the benefits of sustainable schools as well as specific information and guidance on undertaking some aspect of sustainability practices from planning to operations. The School District Sustainability Committee, Board members, district administrators, and other school staff members will work together to identify Board members and staff members that would benefit from training on sustainability topics. Training needs will be determined based on plans to maintain, implement, or expand sustainable practices in the school district.

Once the training needs have been identified, various professional development offerings will be reviewed and evaluated to determine the learning concepts that will be included, the educational methods that will be incorporated, and the professional skills that will be imparted. Professional development that incorporates sustainability concepts across subject areas in the teaching curriculum will be a key consideration, as educating for sustainability lays the foundation for sustainable thinking and practice among students, staff, and the broader community.

The school district may choose to train multiple staff members on a particular sustainability topic, either by hosting the training internally or by sending a group to an external training event such as a professional association meeting. Outside experts or internal staff with expertise in sustainability may also be utilized to provide the training. The training hours may also be completed through webinars, online courses, or workshops. Individual staff members or Board members may be trained in different sustainability topics as relevant to their official role in the school district.

The school district will maintain sustainability training documentation that identifies the names and position of the individuals receiving training (groups of five individuals are recommended), along with the following course information: date, instructor or course provider, course description or syllabus, and course length. Course training times exclude time for breaks and meals from the two-hour training requirement. The two hour training requirement does not have to be completed at a single event. For example, two one-hour training sessions or three forty-five minute sessions would meet the time requirement. The training hours must have occurred in the twenty-four months prior to submission for Sustainable Jersey for Schools certification, if such certification is desired.

Qualifying training includes courses or workshops on a topic related to sustainability in schools, from leadership, planning, policy, and curriculum development to teaching, enrichment, food service, transportation, and facilities management.

Energy and Energy Conservation Curriculum

The Chief School Administrator will seek to integrate the concepts of resources conservation, including waste reduction and recycling, into our district's environmental curriculum at all grade levels.

Green Purchasing Policy

Green purchasing, also known as Environmentally Preferable Purchasing (EPP), is the coordinated purchasing of goods and services to minimize impacts on human health and the natural environment. Alternatives exist for many products used by schools that are less hazardous, save energy and water, and reduce waste.

A simple first step will be for the school district to purchase as many products as possible made from recycled content that are themselves recyclable. Green purchasing moves beyond recycled materials and also takes into consideration the raw materials, including energy and water, used to manufacture products; the production process itself; the packaging and distribution method; and the distance of transport and proximity of production.

The School Business Administrator/Board Secretary or designee will provide an outline of the standards and procedures for selecting products based on environmental criteria. The specific standards and guidelines for selecting products will be based on established environmental criteria, as well as promote the adoption of this Policy to district staff members. The district will attempt to purchase, in accordance with the provisions of applicable purchasing laws: green cleaning supplies; green cleaning equipment; recycled paper; energy efficient appliances; and/or equipment purchases and green cleaning training.

Energy

Each building principal may designate staff to develop and implement a resource conservation and management plan consistent with the district's educational goals incorporating energy, water and/or resource conservation strategies. The plan may include:

- A. Assessments to determine energy and water use. Monitoring and reporting on use of energy, HVAC and water will be incorporated in normal operations, linked to other efforts to increase awareness of opportunities to reduce energy use and water use, such as using rain barrels for school gardens.
- B. The application of best practices for resource management that encourage efficient use of electricity, natural gas, gasoline, water, full utilization of materials prior to disposal, limited use of disposable materials, non-biodegradable products and promote recycling efforts
- C. Procedures to maintain energy usage and energy costs at the lowest level that is reasonably achievable and consistent with an efficient learning environment in schools
- D. Assessment and application of best practices in resource conservation technology for monitoring and operating district buildings;

- E. Resource conservation technologies and alternative energy sources such as solar panels incorporated in all new construction or remodeling projects;
- F. Assessment to determine if joint efforts can be coordinated to include the school and the municipality in conservation and renewable energy projects;
- G. Participation in LEED (Leadership in Energy and Environmental Design) and use of LEED standards.

The resource conservation and management plan shall also include procedures for the director of facilities to administer the plan to maintain resource conservation, efficient buildings and provide training and recognition for students, custodians, teachers, principals and others as appropriate to ensure conservation accountability.

The effectiveness of the district's resource conservation and management plan will be continually revised as needed to reflect conservation innovations and shall include recognition for student and staff special efforts toward the goal of resource conservation.

Community engagement

The board will communicate its sustainability efforts to the community including that healthier schools have lower operating expenses. The board will invite community involvement and participation.

The Board of Education will post this Policy on the school district website along with samples of the district's outreach activities to staff, students, and parents notifying them of the Policy adoption. Outreach activities/materials will include district newsletter articles, email blasts, presentations/announcements at Board of Education or district-wide staff meetings, and other public events.

POLICY

**BOARD OF EDUCATION
BERKELEY HEIGHTS**

**Policies to be
Abolished**

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Safety Plan For Healthcare Settings In

School Buildings – COVID-19

Oct 21

1648.14 SAFETY PLAN FOR HEALTHCARE SETTINGS

SCHOOL BUILDINGS – COVID-19

A. Purpose and Scope

The Board of Education is committed to providing a safe and healthy workplace for all employees and has adopted this policy that shall be the school district's COVID-19 Plan (Plan) that includes procedures to minimize the risk of transmission of COVID-19, in accordance with Occupational Safety and Health Act of 1970 (OSHA) COVID-19 Emergency Temporary Standard (ETS) published on June 21, 2021. The ETS, 29 CFR §1910 - Subpart U, applies to all settings where any school district employee or contracted service provider provides healthcare services or health care support services. Public Employees' Occupational Safety and Health (PEOSH), the agency with jurisdiction over public employers in New Jersey, has adopted the ETS in full. However, its applicability for school districts is primarily restricted to the nurse's office and any adjoining clinical areas and the entire school building.

The Board, Administration, and the COVID-19 Safety Coordinator(s) will work collaboratively with employees in the development, implementation, monitoring, and updating of this Plan.

1. Definitions



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a. "Employee" means any district employee or contracted service provider working in a healthcare setting where people with suspected or confirmed COVID-19 are reasonably expected to be present.

(1) Therefore, the provisions of the ETS and this Policy only apply to employees or contracted service providers working in a nurse's office or any adjoining clinical areas.

b. "Healthcare setting" means all settings in the school district where any employee or contracted service provider provides healthcare services or healthcare support services.

(1) Where a healthcare setting is embedded within a non-healthcare setting (i.e. school nurse's office and any adjoining clinical areas in a school building), the ETS and this Policy only apply to the embedded healthcare setting and not to the remainder of a school building in accordance with 29 CFR §1910.502(a)(3)(i).

c. For the purpose of this Policy, additional definitions shall be those definitions listed in 29 CFR §1910.502(b).

2. The school district has multiple healthcare settings that are substantially similar; therefore, has developed and adopted this single Plan for these substantially similar healthcare settings, with site-specific considerations included in this Plan. The healthcare settings in the school district are listed in Appendix 1.



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a. Any school district health care settings that are not substantially similar to the school district shall develop and adopt separate COVID-19 Plans for each healthcare setting and list them in Appendix 1.

B. Roles and Responsibilities for School District Employees

1. The school district's goal in adopting this Policy is to prevent the transmission of COVID-19 in the school district's healthcare settings. All staff members are responsible for supporting, complying with, and providing recommendations to further improve the Plan.

2. The Superintendent will designate a COVID-19 Safety Coordinator(s) who shall implement and monitor for this Plan. The COVID-19 Safety Coordinator(s) shall have the school district's support in implementing and monitoring this Plan, and has authority to ensure compliance with all aspects of this Plan.

C. Hazard Assessment and Worker Protections

1. The Superintendent of Schools or designee will conduct a specific hazard assessment of its healthcare settings to determine potential hazards related to COVID-19.



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a. A hazard assessment will be conducted initially and whenever changes in a healthcare setting in the school district create a new potential risk of employee exposure to COVID-19 (e.g., new work activities in the healthcare setting).

2. The Superintendent has developed and the Board has adopted this Plan that includes the procedures the school district will use to determine an employee's vaccination status as outlined in Appendix 2.

a. In the event the Superintendent or designee cannot or does not determine or confirm the vaccination status of an employee, the employee shall be presumed to be unvaccinated.

3. All completed hazard assessment forms and results will be attached to this Plan in Appendix 3 and will be accessible to all employees at each school district facility.

4. The school district will address the hazards identified by the assessment, and have included in this Plan the procedures to minimize the risk of transmission of COVID-19 for each employee. These procedures are included in the following Appendices:



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School Buildings – COVID-19

a. Patient Screening and Management

(1) In healthcare settings in the school district where direct patient care is provided, the school district will include protocols addressing patient screening and management in Appendix 4.

b. Standard and Transmission-Based Precautions

(1) The school district will develop and implement procedures to adhere to Standard and Transmission-Based Precautions in accordance with CDC's "Guidelines for Isolation Precautions" which are included in Appendix 5.

5. Personal Protective Equipment (PPE)

a. The school district will provide and ensure that employees wear approved facemasks and a higher level of respiratory protection.

b. The school district will include protocols to address PPE for healthcare settings in Appendix 6.



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School Buildings – COVID-19

6. Physical Distancing

a. The school district will ensure that each employee is separated from all other people in the healthcare setting by at least three to six feet when indoors, unless it can be demonstrated that such physical distance is not feasible for a specific activity.

(1) Where maintaining six feet of physical distance is not feasible, the school district will ensure employees are as far apart from other people as possible.

b. Physical distancing will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.

c. The school district will include protocols to address physical distancing for healthcare settings in Appendix 7.

7. Physical Barriers



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a. The school district will install physical barriers at each fixed workstation outside of direct patient care areas where each employee is not separated from all other people by at least six feet of distance and spacing cannot be increased unless it can be demonstrated that it is not feasible to install such physical barriers.

b. Physical barriers will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.

c. The school district will include protocols to address physical barriers for healthcare settings in Appendix 8.

8. Cleaning and Disinfecting in the Healthcare Setting

a. The school district will implement policies and procedures for cleaning, disinfecting, and hand hygiene, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.

b. The school district will include protocols to address cleaning and disinfecting for healthcare settings in Appendix 9.



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9. Ventilation

a. The school district will implement procedures for each facility heating, ventilation, and air conditioning (HVAC) system and include protocols addressing ventilation for healthcare settings in Appendix 10.

b. Ventilation policies and procedures will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach.

c. The Superintendent or designee will identify the building manager, HVAC professional, or maintenance employee who can certify that the HVAC system(s) are operating in accordance with the ventilation provisions of the ETS and list the individual(s) in Appendix 10.

D. Health Screening and Medical Management

1. Health Screening

a. "Screening" means, for the purpose of this Policy, asking questions to determine whether a person is COVID-19 positive or has symptoms of COVID-19.

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b. The school district will include protocols to address health screening for employees in Appendix 11.

2. Employee Notification to Employer of COVID-19 Illness or Symptoms

a. The school district will include protocols to address employee notification to employer of COVID-19 illness or symptoms for employees in Appendix 11.

3. Employer Notification to Employees of COVID-19 Exposure in the Healthcare Setting

a. The school district will include protocols to address employer notification of COVID-19 exposure to employees in Appendix 11.

4. Medical Removal from the Healthcare Setting

a. The school district will include protocols to address medical removal from the healthcare setting for employees in Appendix 11.



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5. Return to Work Criteria

a. The school district will include protocols to address return to work criteria for employees in Appendix 11.

6. Medical Removal Protection Benefits

a. The school district will continue to pay employees who have been removed from the healthcare setting under the medical removal provisions of the ETS. When an employee has been removed from the healthcare setting and is not working remotely or in isolation, the school district shall pay and provide benefits in accordance with the Plan addressed in Appendix 12.

E. Vaccination

1. The school district encourages employees to receive the COVID-19 vaccination as a part of a multi-layered infection control approach. The school district will support COVID-19 vaccination for each employee by providing reasonable time and paid leave to each employee for vaccination and any side effects experienced following vaccination.



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2. The school district will include protocols to address vaccination for employees in Appendix 13.

F. Training

1. The school district will implement policies and procedures for employee training, along with the other provisions required by the ETS, as part of a multi-layered infection control approach.

2. The school district will include protocols to address training for employees in Appendix 14.

G. Anti-Retaliation

1. The school district will inform each employee that employees have a right to the protections required by the ETS, and that employers are prohibited from discharging or in any manner discriminating against any employee for exercising their right to protections required by the ETS, or for engaging in actions that are required by the ETS.



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2. The school district will not discharge or in any manner discriminate against any employee for exercising their right to the protections required by the ETS, or for engaging in actions that are required by the ETS.

H. Requirements Implemented at No Cost to Employees

1. The school district will comply with the provisions of ETS at no cost to its employees, with the exception of any employee self-monitoring conducted under D. above.

I. Recordkeeping

1. The school district will retain all versions of this Policy to comply with the ETS while the ETS remains in effect.

2. The school district will establish and maintain a COVID-19 log to record each instance in which an employee is COVID-19 positive, regardless of whether the instance is connected to exposure to COVID-19 at work.



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a. The COVID-19 log will contain, for each instance, the employee's name, one form of contact information, occupation, location where the employee worked, the date of the employee's last day in the healthcare setting, the date of a positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced.

3. The school district will record the information on the COVID-19 log within twenty-four hours of learning that the employee is COVID-19 positive.

a. The school district will maintain the COVID-19 log as a confidential medical record and will not disclose it except as required by the ETS or other Federal law.

b. The school district will maintain and preserve the COVID-19 log while the ETS remains in effect.

4. By the end of the next business day after a request, the school district will provide, for examination and copying:

a. All versions of this Policy which is the written Plan for all employees;



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b. The individual COVID-19 log entry for a particular employee to that employee and to anyone having written authorized consent of that employee; and

c. A version of the COVID-19 log that removes the names of employees, contact information, and occupation, and only includes, for each employee in the COVID-19 log, the location where the employee worked, the last day that the employee was in the healthcare setting before removal, the date of that employee's positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced, to all employees.

J. Reporting

1. The school district will report to PEOSH:

a. Each work-related COVID-19 fatality within eight hours of the school district learning about the fatality;

b. Each work-related COVID-19 in-patient hospitalization within twenty-four hours of the school district learning about the in-patient hospitalization.



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K. Monitoring Effectiveness

1. The school district and the COVID-19 Safety Coordinator will work collaboratively with employees to monitor the effectiveness of this Plan so as to ensure ongoing progress and efficacy.

2. The school district will update this policy as needed to address changes in specific COVID-19 hazards and exposures in the healthcare setting.

This Policy and its Appendices will be made available upon request.

29 CFR §1910.502

Occupational Safety and Health Administration Fact Sheet Subpart U COVID-19

Healthcare Emergency Temporary Standard

Occupational Safety and Health Administration Model Plan

Adopted:



Appendix 1 – Identifying the Healthcare Settings in the School District:

Location of healthcare setting in the school district buildings listed below

Facility Location	Worksite-Specific COVID-19 Considerations
Mary Kay McMillin Early Childhood Center Nurse's Office	Small office, no waiting room. Student capacity limited, 5300-2 Air Purifier, hand sanitizer required use for students and staff
William Woodruff School Nurse's Office	Small office, no waiting room. Student capacity limited, 5300-2 Air Purifier, hand sanitizer required use for students and staff
Mountain Park School Nurse's Office	Small office, no waiting room. Student capacity limited, 5300-2 Air Purifier, hand sanitizer required use for students and staff
Thomas P. Hughes School Nurse's Office	Small office, no waiting room. Student capacity limited, 5300-2 Air Purifier, hand sanitizer required use for students and staff
Columbia Middle School Nurse's office	Small office, socially distant waiting room outside of office. Student capacity limited, 5300-2 Air Purifier, hand sanitizer required use for students and staff
Governor Livingston High School Nurse's Office	Small office, no waiting room. Student capacity limited, 5300-2 Air Purifier, hand sanitizer required use for students and staff



Appendix 2 – Vaccination Status Plan:

All staff, including FT and PT workers, substitutes, interns, and volunteers who are regularly scheduled to be inside of a school building including bus drivers, food services workers and professional development providers were provided a survey via Google Forms and stated their vaccination status as well as provided the district with a copy of their vaccination card. Unvaccinated staff members must undergo weekly testing and provide certified lab results to the district.

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Appendix 3 – Completed Hazard Forms and Results:

Please see the attached Hazard Assessment Forms and Results:

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COVID-19 Healthcare Worksite Checklist & Employee Job Hazard Analysis



OSHA COVID-19 Healthcare Worksite Checklist

- Employers in settings where employees provide healthcare services or healthcare support services may use the following Worksite Checklist to implement worker protections from COVID-19 in compliance with the OSHA COVID-19 Healthcare Emergency Temporary Standard (ETS).
- If employers choose to use this Worksite Checklist, there are 2 STEPS to complete:
 - STEP 1: Determine if OSHA's COVID-19 Healthcare ETS applies to your workplace or portions of your workplace.
 - STEP 2: Use this Worksite Checklist to develop and implement worker protection from COVID-19 in your workplace.

STEP 1: Determine if the ETS applies to your workplace or portions of your workplace.

You may use the "Is your workplace covered by the COVID-19 Healthcare ETS?" chart to determine whether and how OSHA's COVID-19 Healthcare ETS applies to your workplace. Note that this determination must be made for each workplace where your employees work.

STEP 2: If the ETS applies to your workplace or portions of your workplace, use this Worksite Checklist & Employee Job Hazard Analysis to develop and implement worker protections from COVID-19 in your workplace.

Use the sections of this Worksite Checklist & Employee Job Hazard Analysis that apply to your workplace or portions of your workplace to develop and implement worker protections from COVID-19. This checklist is intended to be used alongside OSHA's COVID-19 Plan Template to help you develop and implement a COVID-19 plan, as required by the ETS, for your workplace. Seek the involvement of non-managerial employees and their representatives in completing this checklist and implementing the COVID-19 plan.

✓ Getting Started

	YES	NO	Follow-up Action
Take these steps to get your workplace ready and ensure you have implemented policies and procedures to prevent the spread of COVID-19. Some specific controls against COVID-19 and a job hazard analysis are covered in the sections that follow.			
○ Do you have a COVID-19 plan that was developed in consultation with non-managerial employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ If you are claiming exemption under 1910.502(a)(4) from providing controls for fully vaccinated employees in a well-defined area(s) of the workplace where there is no reasonable expectation that any person with suspected or confirmed COVID-19 will be present, do you have policies and procedures in place to determine employees' vaccination status?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you shared your COVID-19 plan with all other employers at your worksite(s) and coordinated to ensure all workers are protected?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Do you have policies to limit and monitor points of entry in settings where direct patient care is provided? <i>(Note: Does not apply where emergency responders or other licensed healthcare providers enter a non-healthcare setting to provide healthcare services.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Do you have a policy to screen and triage all clients, patients, residents, delivery people, visitors, and other non-employees entering settings where direct patient care is provided for people who may have symptoms of COVID-19?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Take these steps to get your workplace ready and ensure you have implemented policies and procedures to prevent the spread of COVID-19. Some specific controls against COVID-19 and a job hazard analysis are covered in the sections that follow.	YES	NO	Follow-up Action
o Do you have a health screening protocol for screening employees before each work day and each shift?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	self-screened
o Do you have a log for recording all employee instances of COVID-19?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o Do you have a policy that requires employees to notify you when they are COVID-19 positive or have been told by a licensed healthcare provider that they are suspected of having COVID-19?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o Does the policy require employees to notify you if they are experiencing COVID-19 like symptoms including: <ul style="list-style-type: none"> A recent loss of taste and/or smell with no other explanation A fever of at least 100.4°F with a new unexplained cough associated with shortness of breath 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o Do you have a policy to notify employees within 24 hours, if required to do so, when they have been exposed (through close contact or by working in the same well-defined portion of a workplace during a person's potential transmission period) to a COVID-19 positive person who has been in the workplace?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o Do you have a policy for employee COVID-19 testing, including providing time off and payment for the test? (Note: employers are not required to conduct testing)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	time off, no payment
o Do you have policies to remove employees who have COVID-19, are suspected to have COVID-19, are experiencing certain symptoms of COVID-19, or have been in close contact with a COVID-19 positive person in the workplace, until they can return as provided for by the standard, and, for employers with more than 10 employees, to provide medical removal protection benefits to such employees where required to do so (see OSHA 3091, "Medical Removal Protection and Return to Work Flow Chart for Employers and Employees")?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o Do you have policies and procedures for adhering to Standard and Transmission-Based Precautions in accordance with CDC's "Guidelines for Isolation Precautions"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o Have you considered the use of telehealth with services that are available and appropriate in order to limit the number of people entering the facility? (Note: employers are not required to use telehealth but are encouraged to, use telehealth where available and appropriate.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
o Do you have a plan to support COVID-19 vaccination by providing each employee reasonable time and paid leave for vaccination and any side effects experienced following vaccination? (Note: Eligible employers, including businesses and tax-exempt organizations with fewer than 500 employees, can receive a tax credit for providing paid time off for each employee receiving the vaccine and for any time needed to recover from the vaccine. See www.irs.gov/newsroom/american-rescue-plan-tax-credits-available-to-small-employers-to-provide-paid-leave-to-employees-receiving-covid-19-vaccines-new-fact-sheet-outlines-details)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Identify COVID-19 Safety Coordinators to ensure compliance with all aspects of the COVID-19 plan.

Name:	Position/Title/Campus:	Contact Information:
Mr. Scott McKinney	Asst Superintendent	908-464-1717 ext. 1000
Dr. Ashley Janosko	Supervisor of Nurses	908-464-3100 ext. 2600
Mrs. Jessica Nardi	Principal	908-464-1717 ext. 3500

✓ **Physical Distancing in your Workplace**

This section will assist you in implementing physical distancing measures at your workplace.

- Employers must ensure that employees are separated from other people by at least 6 feet when indoors, and install cleanable or disposable solid barriers at fixed work locations outside of direct patient care areas where each employee is not separated from other people by at least 6 feet, unless the employer can demonstrate that these measures are infeasible. Refer to the **Fixed Work Location and Job Task Inventory for Employees Outside of Direct Patient Care Areas Who Cannot Maintain Physical Distancing** and the **Job Hazard Analysis (Controls)** sections below.
- In evaluating how to implement physical distancing, employers should consider these measures as they build their COVID-19 plans.
- Employers must implement physical distancing along with the other provisions required by the ETS as part of a multi-layered strategy to minimize employee exposure to COVID-19.
- **NOTE:** The ETS exempts fully vaccinated workers from physical distancing and barrier requirements when in well-defined areas where there is no reasonable expectation that any person with suspected or confirmed COVID-19 will be present.

Have you considered these measures when/where possible?	YES	NO	Follow-up Action
○ Have you taken steps to reduce crowding in facilities by asking patients to remain outside if feasible until they are called into the facility for their appointment? <i>For example: Vehicle waiting area in parking lot, open air triage tents and booths, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you limited visitors to the facility to only those essential for the patient's physical or emotional well-being and care, and restricted their visits to the patient's room or other designated areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you implemented teleworking options?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
○ Are physical distancing floor markers and/or visible warnings in place to remind employees, patients, visitors, customers, clients, and all other non-employees to maintain a minimum distance of 6 feet between individuals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you reconfigured the work environment to ensure physical distancing? <i>For example: Spacing out desks, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have conference rooms and break area furnishings (tables, chairs, desks) been adjusted to maintain physical distancing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you installed cleanable or disposable solid barriers at each fixed work location outside of direct patient care areas (e.g., entryway/lobby, check-in desks, triage, hospital pharmacy windows, bill payment) where each employee is not separated from all other people by at least 6 feet of distance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
○ Have work shifts and break times been staggered to reduce crowding in common employee areas? <i>For example: Break rooms, locker rooms, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you taken steps to minimize the number of people within choke points (bottlenecks) at any time to ensure a minimum distance of 6 feet can be maintained between them and reduce crowding? <i>For example: Outside of direct patient care areas (e.g., entryway/lobby, check-in desks, triage, pharmacy windows, bill payment).</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you designated pickup/drop-off delivery areas away from high traffic areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Have you used scheduling to separate workers into dedicated groups (i.e. "bubbles" or "cohorts") to work the same shift or work in a particular area to reduce the number of individuals that each worker encounters?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
○ Have contactless payment systems been established?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
○ Have contactless scheduling systems been established?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A

✓ Ventilation in Your Workplace

This section will assist you in improving ventilation at your workplace.

- Employers who own or control buildings or structures with an existing heating, ventilation, and air conditioning (HVAC) system(s) must ensure that the HVAC system(s) is used in accordance with manufacturer's instructions and the design specifications of the system(s); the amount of outside air circulated through the system(s) and the number of air changes per hour are maximized to the extent appropriate; air filters are rated Minimum Efficiency Reporting Value (MERV) 13 or higher, if compatible with the HVAC system(s); air filters are maintained and replaced as necessary; intake ports are cleaned, maintained, and cleared of debris; and airborne infection isolation rooms (AIIRs) are maintained and operated in accordance with their design and construction criteria.
- Does your workplace have a HVAC system that you own or control?
- Who is responsible for maintaining the HVAC system(s) and can certify that it is operating in accordance with the ventilation provisions of the OSHA COVID-19 ETS?
(e.g., Maintenance staff, HVAC service contractor)

Name/Contact Information:

Have you taken these measures where/when possible?	YES	NO	Follow-up Action
Is the HVAC system being checked, inspected, cleaned, and maintained on a regularly scheduled basis?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the HVAC system being used in accordance with the HVAC manufacturer's instructions and design specifications?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the HVAC system set to maximize the amount of fresh outdoor air that is supplied to the system within the system's capabilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the HVAC outdoor air intakes clean, are they in good working order, and are they clear of obstructions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the HVAC air filters that are installed rated at least Minimum Efficiency Reporting Value (MERV) 13, or the highest level compatible with the system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are all air filters maintained and changed as necessary in accordance with the manufacturer's instructions for proper HVAC system function?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are all air supply diffusers and return air grilles clean, and operating properly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are all existing AIIRs maintained in accordance with design and construction criteria?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Ventilation Strategies (Best Practices) to Consider	YES	NO	Notes
Are windows and doors opened when ambient air quality and temperature allow, and if opening windows pose other health or safety risks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are automatic settings that reduce outside air intake disabled?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are HVAC system(s) operated at least two hours before people arrive and at least two hours after everyone has left in order to help flush the building?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

✓ **Cleaning and Disinfection in Your Workplace**

This section will assist you in implementing cleaning, disinfection, and hand hygiene measures at your workplace.

- In patient care areas, resident rooms, and for medical devices and equipment, employers must follow standard practices for cleaning and disinfection of surfaces and equipment in accordance with CDC's "COVID-19 Infection Prevention and Control Recommendations" and CDC's "Guidelines for Environmental Infection Control," pp. 86-103, 147-149. In all other areas, employers must clean high-touch surfaces and equipment at least once a day, following manufacturers' instructions for application of cleaners; and clean and disinfect, in accordance with CDC's "Cleaning and Disinfecting Guidance" any areas, materials, and equipment under the employer's control that have likely been contaminated by a person who is COVID-19 positive and has been in the workplace within the last 24 hours.
- Employers must provide alcohol-based hand rub that is at least 60% alcohol or provide readily accessible hand washing facilities.
- After aerosol-generating procedures (AGPs) are performed on persons with suspected or confirmed COVID-19, employers must clean and disinfect the surfaces and equipment in the room or area where the procedure was performed.

Have you taken these measures where/when possible?	YES	NO	Follow-up Action
○ Are patient care areas, resident rooms, and medical devices and equipment cleaned and disinfected in accordance with the CDC's "COVID-19 Infection Prevention and Control Recommendations" and "Guidelines for Environmental Infection Control"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Do you clean and disinfect areas, materials, and equipment (other than patient care areas, resident rooms, and medical devices and equipment) that have likely been contaminated by a person with COVID-19 who has been in the workplace within the last 24 hours in accordance with the CDC's "Cleaning and Disinfecting Guidance"?	<input type="checkbox"/>	<input type="checkbox"/>	
○ Where AGPs are conducted, do you clean and disinfect the surfaces and equipment in the room or area after the procedure is completed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
○ Have you provided alcohol-based hand rub that is at least 60% alcohol or provided readily accessible handwashing facilities for employees, patients, visitors, customers, clients, and all other non-employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Outside of patient care areas and patient rooms, are high-touch surfaces and equipment (other than medical devices and equipment) cleaned at least once a day following manufacturers' instructions for application of cleaners?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ When disinfecting, do you use a disinfectant found on EPA's List N; Disinfectants for COVID-19?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ABOLISH

✓ **Personal Protective Equipment (PPE) in Your Workplace**

This section will assist you in providing PPE and implementing PPE policies at your workplace.

- Employers must: provide and ensure employees wear facemasks that are FDA-cleared, authorized by an FDA EUA, or otherwise offered or distributed as described in an FDA enforcement policy; ensure a facemask is worn by each employee over the nose and mouth when indoors and when occupying a vehicle with other people for work purposes (with some exceptions, e.g., when an employee is alone in a room); provide and ensure employees use respirators and other PPE for exposure to people with suspected or confirmed COVID-19 and for AGPs performed on a person with suspected or confirmed COVID-19; provide respirators and other PPE in accordance with Standard and Transmission-based Precautions in healthcare settings in accordance with CDC's "Guidelines for Isolation Precautions"; and allow employees to wear their own respirators instead of facemasks (under the mini respiratory protection program at 29 CFR 1910.504).
- **NOTE:** PPE requirements for employees with exposure to a person with suspected or confirmed COVID-19 and for AGPs on a person with suspected or confirmed COVID-19 are discussed in the Job Task Inventory for Employees with Potential for Exposure to a Person with Confirmed or Suspected COVID-19 and Job Hazard Analysis (Controls) sections below.
- **NOTE:** The ETS exempts fully vaccinated workers from PPE requirements when in well-defined areas where there is no reasonable expectation that any person with suspected or confirmed COVID-19 will be present.

The following questions apply when employees are required to wear employer-provided facemasks, respirators, or face shields:	YES	NO	Follow-up Action
○ Do you ensure facemasks are worn by employees over the nose and mouth when indoors and when occupying a vehicle with other people for work purposes, less one of the exceptions in the ETS applies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ When facemasks are required, have you provided to each employee a sufficient number of facemasks that are FDA-cleared, authorized by an FDA EUA, or otherwise offered or distributed as described in an FDA enforcement policy to comply with the ETS and ensure that they are changed by employees at least once a day, whenever they are soiled or damaged, and more frequently as necessary?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ If N95 respirators or a higher level of respiratory protection are provided to employees, are they: <ul style="list-style-type: none"> ○ used in accordance with the COVID-19 mini respiratory protection program (29 CFR 1910.504) when in the place of a facemask in situations when a respirator is not required by the ETS or ○ used in accordance with the respiratory protection standard (29 CFR 1910.134) when a respirator is required by the ETS? 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
○ For employees who are unable to wear facemasks (e.g., due to a disability), are face shields provided to employees and: <ul style="list-style-type: none"> ○ certified to ANSI Z87.1-2017 and do they cover the wearer's eyes, nose, and mouth, wrap around the face from temple to temple, and extend down below the wearer's chin? ○ cleaned at least daily? ○ replaced when damaged? 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
○ Instead of a facemask, are employees permitted to wear their own respirator used in accordance with 29 CFR 1910.504 when a respirator is not required by the ETS?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A

Fixed Work Location and Job Task Inventory for Employees Outside of Direct Patient Care Areas Who Cannot Maintain Physical Distancing

Use this Fixed Work Location and Job Task Inventory and input from employees to identify any fixed work locations outside of direct patient care areas where employees cannot maintain at least 6 feet of physical distancing from all other people when indoors. Direct patient care means hands-on, face-to-face contact with patients for the purpose of diagnosis, treatment, and monitoring.

Note: The ETS exempts fully vaccinated workers from physical distancing and barrier requirements when in well-defined areas of the workplace where there is no reasonable expectation that any person with suspected or confirmed COVID-19 will be present.

Fixed work locations are workstations where an employee is assigned to work for significant periods of time. Protective measures can often be implemented at fixed workstations to minimize potential exposure to COVID-19.

- Take an inventory of all fixed work locations outside of direct patient care areas where employees cannot maintain 6 feet of physical distance from all other people. Note the number of workers at each location.
For example: 5 administrative employees work at an outpatient medical office with fixed work locations at:
 - The reception area
 - Employee desk area not in direct patient care areas
- For each fixed work location, describe the job tasks where employees cannot maintain 6 feet of physical distance from all other people.
For example: For the outpatient medical office:
 - 2 employees in the reception area interact with patients, families, and the public to conduct administrative tasks at the reception desk
 - 3 employees work at their desks not in direct patient care areas

Fixed Work Location		No. of Workers	Job Tasks and Descriptions
<i>For example: Outpatient medical office</i>	<i>The reception area</i>	2	<i>Interact with patients, families, and the public to conduct administrative tasks at the reception desk</i>
	<i>Employee desk area</i>	3	<i>Work at their desks not in direct patient care areas</i>
K-2 MKM & WW	Health Office	1	1 Nurse at each building. Assesses and treats students and staff
3-5 MP & TPH	Health Office	1	1 Nurse at each building. Assesses and treats students and staff
CMS	Health Office	1	Assesses and treats students and staff
GLHS	Health Office	1	Assesses and treats students and staff

Job Task Inventory for Employees with Potential for Exposure to a Person with Suspected or Confirmed COVID-19

Use this Job Task Inventory and input from employees to identify any job tasks where employees have potential for exposure to a person with suspected or confirmed COVID-19.

Answer the following questions about employee exposure to COVID-19:	YES	NO	Follow-up / Notes
<input type="checkbox"/> Do employee(s) provide direct care to or are they otherwise exposed to people with suspected or confirmed COVID-19?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Do employee(s) perform or assist in performing AGPs on a person with suspected or confirmed COVID-19? The following medical procedures are considered AGPs: <ul style="list-style-type: none"> <input type="checkbox"/> open suctioning of airways <input type="checkbox"/> sputum induction <input type="checkbox"/> cardiopulmonary resuscitation <input type="checkbox"/> endotracheal intubation and extubation <input type="checkbox"/> non-invasive ventilation (e.g., BiPAP, CPAP) <input type="checkbox"/> bronchoscopy <input type="checkbox"/> manual ventilation <input type="checkbox"/> medical/surgical/postmortem procedures using oscillating bone saws <input type="checkbox"/> dental procedures involving: ultrasonic scalers; high-speed dental handpieces; air/water syringes; air polishing; and air abrasion 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A

If you answered yes to any of the questions above, complete the table below indicating the location(s), number of workers, and job tasks and descriptions in which employees have potential for exposure to a person with suspected or confirmed COVID-19.

Location(s)	No. of Workers	Job Tasks and Descriptions
<i>For example: Surgical Suites</i>	5	<i>Perform or assist in medical procedures using oscillating bone saws</i>
K-2 MKM & WW Health Offices	1	Assesses staff and students that are not feeling well.
3-5 MP & TPH Health Offices	1	Assesses staff and students that are not feeling well.
CMS Health Office	1	Assesses staff and students that are not feeling well.
GLHS Health Office	1	Assesses staff and students that are not feeling well.

Are there any well-defined areas of your workplace in which there is no reasonable expectation that any person with suspected or confirmed COVID-19 will be present? If yes, list here:

- *For example: employee break room*
-
-
-

Employee Job Hazard Analysis (Controls)

This form will help employers and their employees identify controls to implement to minimize potential employee exposure to COVID-19. Refer to the Fixed Work Location and Job Task Inventory for Employees Outside of Direct Patient Care Areas Who Cannot Maintain Physical Distancing as well as the Job Task Inventory for Employees with Potential for Exposure to a Person with Suspected or Confirmed COVID-19 sections above to complete this form for every fixed work location or job task identified in these sections.

At least one non-managerial employee should provide input on this Job Hazard Analysis.

Employee Name(s), Position/Title, Shift

Jeanne Ringwood, School Nurse

Facility Location (e.g., campus, building number)

GLHS

Controls to implement (as appropriate and feasible) for employees outside of direct patient care areas who cannot maintain physical distancing

Fixed Work Location(s) (refer to table above):

Job Tasks and Descriptions:

Assesses staff and students that are not feeling well.

- Work processes or procedures have been adjusted to ensure that employees are as far as possible from other people.

How:

- for example: using a lifting device instead of a co-worker

- Adjusted physical spaces to maximize social distancing

- Physical barriers have been installed where physical distancing is not feasible.

NOTE: Physical barriers are not required in direct patient care areas or resident rooms. The ETS also exempts fully vaccinated workers from physical distancing and barrier requirements when in well-defined areas of the workplace where there is no reasonable expectation that any person with suspected or confirmed COVID-19 will be present. Refer to table of well-defined areas above.

- Between employees and other people where possible

- Between co-worker workstations where possible

- Barriers are at height and width to block face-to-face pathways between persons

- Small pass-through openings for objects, if necessary, are located at the bottom of the barrier and away from users' breathing zones

- Barriers are fixed or secured so they do not move (secured to ground or surface; hanging barriers have bottoms secured)

- Barriers are easily cleanable or disposable
 - o Barrier cleaning supplies are stocked and conveniently located

- Barriers do not block emergency exits and pathways

Controls to implement for employees with potential for exposure to a person with suspected or confirmed COVID-19

Controls for AGPs performed on a person with suspected or confirmed COVID-19:

- The number of employees present during the procedure is limited to only those essential for patient care and procedure support
- The procedure is performed in an AIIR, if available
- All surfaces and equipment in the room or area where the procedure is performed are cleaned and disinfected after the procedure is completed

PPE:

The employer must provide a respirator, gloves, an isolation gown or protective clothing, and eye protection to each employee with exposure to people with suspected or confirmed COVID-19. The employer must ensure that the respirator is used in accordance with the respiratory protection standard (29 CFR 1910.134) and that other PPE is used in accordance with 29 CFR 1910 subpart I.

For AGPs performed on a person with suspected or confirmed COVID-19, employers are encouraged to select elastomeric respirators or PAPRs instead of filtering facepiece respirators.

Use this form for each healthcare job task (refer to table above) with potential exposure to COVID-19.

Description of Job Task	Employee Protections	Provided by Employer	Follow-up / Notes
<p><i>For example: A nurse in the ICU must enter the patient's room and draw three vials of blood once daily in the morning before breakfast.</i></p> <p><i>The patient is positive for COVID-19.</i></p> <p><i>The ICU nurses have been issued N95 respirators. ICU nurses wear FDA-authorized facemasks when not in a COVID-19 positive patient's room.</i></p>	Gloves	X	
	Isolation gown	X	
	Facemasks cleared by the FDA, authorized by an FDA EUA, or offered or distributed as described in an FDA enforcement policy	X	When not wearing N95 respirator
	N95 respirator, or equivalent	X	
	Goggles or face shield	X	
	Powered air-purifying respirator (PAPR)		
	Airborne infection isolation room (AIIR)		
Other, specify:			

<p>Assesses staff and students that are not feeling well in building health offices: MKM, WW, MP, TPH, CMS & GLHS</p>	Gloves	X	
	Isolation gown	X	
	Facemasks cleared by the FDA, authorized by an FDA EUA, or offered or distributed as described in an FDA enforcement policy	X	
	N95 respirator, or equivalent	X	
	Goggles or face shield	X	
	Powered air-purifying respirator (PAPR)	X	
	Airborne infection isolation room (AIIR)		
Other, specify:			
Hand sanitizer			

	Gloves		
	Isolation gown		
	Facemasks cleared by the FDA, authorized by an FDA EUA, or offered or distributed as described in an FDA enforcement policy		
	N95 respirator, or equivalent		
	Goggles or face shield		
	Powered air-purifying respirator (PAPR)		
	Airborne infection isolation room (AIIR)		
Other, specify:			

Controls to implement for contact with other people while occupying a vehicle for work

Identify the protective measures implemented when employees occupy a vehicle with another person for work purposes.

Required by the OSHA:

- Facemasks are worn over the nose and mouth
- Clean high-touch surfaces daily (e.g., steering wheel, door handles, seats)

Best practices for employee protection:

- Use fan at highest setting
- DO NOT use "Recirculate" for cabin heating/cooling
- Open window(s) whenever weather permits
- Separate workers as much as possible in the vehicle (e.g., avoid having persons sit side-by-side)

Action Items from Job Hazard Analysis:	Follow up to Action Items:

✓ Implementing a COVID-19 Training Program

Ensure that all employees receive training, in a language and at a literacy level that they can understand.

	YES	NO	Follow-up Action
Have you trained each employee on COVID-19 health hazards including providing information about:			
<input type="checkbox"/> How COVID-19 is transmitted (including pre-symptomatic and asymptomatic transmission)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The importance of hand hygiene to reduce the risk of spreading COVID-19 infections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Ways to reduce the risk of spreading COVID-19 through the proper covering of the nose and mouth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The signs and symptoms of COVID-19	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The risk factors for severe illness	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> When to seek medical attention	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Have you reviewed your COVID-19 plan, policies, and procedures with your employees, including:			
<input type="checkbox"/> Where to find the plan, and how to obtain copies	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Name(s) and Contact(s) of the COVID-19 Safety Coordinator(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> The completed Workplace Checklist, Fixed Work Location and Job Task Inventory for Employees Outside of Direct Patient Care Areas Who Cannot Maintain Physical Distancing, Job Task Inventory for Employees with Potential for Exposure to a Person with Suspected or Confirmed COVID-19, and the Employee Job Hazard Analysis (Controls), and how to obtain copies of each	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Your specific policies and procedures on patient screening and management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tasks and situations in the workplace that could result in COVID-19 infection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Your specific policies and procedures to prevent the spread of COVID-19 that are applicable to the employee's duties (e.g., policies on Standard and Transmission-Based Precautions, physical distancing, physical barriers, ventilation, aerosol-generating procedures)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Your specific multi-employer workplace agreements related to infection control policies and procedures, the use of common areas, and the use of shared equipment that affect employees in the workplace	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
<input type="checkbox"/> Your specific policies and procedures for PPE for your workplace including: <ul style="list-style-type: none"> o When PPE is required for protection against COVID-19 o Limitations of PPE for protection against COVID-19 o How to properly use, wear, and take off PPE o How to properly use for, store, clean, maintain, and dispose of PPE o Any modifications to donning, doffing, cleaning, storage, maintenance, and disposal procedures needed to address COVID-19 when PPE is worn to address workplace hazards other than COVID-19 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Your specific policies and procedures for cleaning and disinfection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Your specific policies and procedures on health screening and medical management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Available sick leave policies, any COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws; and other supportive policies and practices (e.g., telework, flexible hours)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Training Requirements / Notes:

Employee Representative Name and Date:	COVID-19 Safety Coordinator Name and Date:
Jeanne Ringwood 11/1/21	Scott McKinney 11/1/21

This document is intended to provide information about the COVID-19 Emergency Temporary Standard. The Occupational Safety and Health Act requires employers to comply with safety and health standards promulgated by OSHA or by a state with an OSHA-approved state plan. However, this document is not itself a standard or regulation, and it creates no new legal obligations.

Appendix 4 – Patient Screening and Management:

Outside individuals are not permitted in the school buildings unless they have an appointment pre-scheduled or an essential visit. All outside individuals must enter through the front vestibule entrance, sign-in, and complete a COVID-19 symptom questionnaire.

Students who are identified as displaying symptoms are met outside the health office and screened with a temperature check and symptom review before being admitted into the Health Office. As much as possible, parents/guardians are not permitted to enter nursing facilities. In the event of a Covid-19 illness, students will be released to the parents/guardians outside of the school vestibule.

ABOLISHED



Appendix 5 – Standard and Transmission-Based Precautions:

The following basic infection control precautions are utilized:

- Hand Hygiene
- Personal protective equipment is provided including: Gowns, Masks, Face shields, and gloves.
- Hygiene/Cough Etiquette
- Social distancing waiting area
- Individual medical and disposable supplies
- Care of the Environment
- Droplet Precautions
- Personnel Restrictions
- Proper Ventilation

ABOLISHED



Appendix 6 – Personal Protective Equipment (PPE):

Nurses are provided with an ample supply of PPE including gowns, gloves, facemasks, face shields, and soap and hand sanitizer. Nurses have access to a PPE Sequence Fact Sheet regarding how to utilize PPE appropriately.

Job tasks, if any, in which the use of a facemask presents a risk of serious injury or death: ambu bags are available for providing CPR.

Nurses are provided with a stockpile of PPE that is stored in a closet in/near their offices.

All staff must wear masks at all times. As needed, nurses are provided with ample PPE and are aware of how to request additional PPE from building administrators as needed.

ABOLISHED



Appendix 7 – Physical Distancing:

Some District Health Offices are small in space and only allow for limited capacity. Each office is staffed with only one nurse. Capacity limits are posted and spaces have been reconfigured to maximize social distancing. Each health care waiting area includes limited capacity and directional arrow-signs for entrance, exit, and social distancing. Waiting room, if applicable, is set up to adhere to social distancing. The nurse assures social distancing as practicable between her and the patient. Due to the relatively small student population in each building, there is almost no chance of “bottle-necking” in or near the healthcare offices by overflow protocols have been developed for these scenarios allowing expansion to adjacent locations.

ABOLISHED



Appendix 8 – Physical Barriers:

Nurses have been provided with permanent barriers for their desk work spaces. Additional temporary barriers were provided as needed and requested to support additional spacing between students and staff in this space.

ABOLISHED



Appendix 9 – Cleaning and Disinfecting:

All District healthcare settings, patient care areas, medical devices, and equipment are sanitized daily using an approved disinfectant that has been scientifically demonstrated to neutralize the COVID-19 virus. In the event that a suspected or confirmed COVID-19 positive person has come into contact with any of the aforementioned areas, devices, or equipment, custodians/maintenance personnel will sanitize and disinfect said areas immediately following the exit of said individual(s). Nurses/custodians/maintenance employees will maintain a log noting the time and date of said cleanings.

Sink and/or hand sanitizer available in all rooms. Staff have access as needed. Bathrooms with sinks/hand sanitizer stations available for visitors. Custodians monitor the stations on a daily basis, replenish supplies as necessary, and disinfect all areas daily. The district has adopted protocols for cleaning and disinfecting work spaces on a routine basis and following concerns about an infected person in the building.



COVID19 Standard Operating Procedures (SOP)/Policy Guidance

This guidance document represents products, methods and procedures to assist in fulfilling the requirements as per the NJDOE Restart and Recovery Plan for Education, specifically as it relates to Facilities Cleaning Procedures. Please note that procedures are subject to modification based on updated guidance from NJ Department of Health (NJDOH), Centers for Disease Control (CDC), NJ Department of Education (NJDOE), etc. This document only includes guidance for cleaning and disinfection of surfaces.

The goals of this SOP are assist with developing and implementing a cleaning and disinfecting plan. Key points discussed in this document:

- 1) Developing a routine cleaning and disinfection plan
- 2) Establish protocol in response to suspected or confirmed COVID-19 illness
- 3) Ensure that cleaning staff are properly trained
- 4) Identify Resources

Cleaning and Disinfecting

Before developing a cleaning plan, it is important to know the difference between cleaning and disinfecting. The CDC guidance Cleaning and Disinfecting Your Facility has the following description of cleaning vs disinfecting: "Cleaning with soap and water reduces number of germs, dirt and impurities on the surface. Disinfecting kills germs on surfaces." It is especially important when choosing a disinfectant as it is critical to ensure that the product(s) are listed on the EPA's N List of products for use against SARS-CoV-2, the virus that causes COVID-19. Be sure to only enter the first two parts of the registration number, (ex. 12345-67) when searching for products).

Disinfectants may have varying characteristics and it is important to review the label and instructions for each product. For example, in some cases dilutions, dwell time, rinse instructions, use of PPE, etc. can vary greatly depending on the product. Equally important is the review of the product SDS, which includes information including but not limited to Hazard Communications/GHS.

Develop a Cleaning Plan

A proper cleaning plan includes a strategy for routine cleaning and disinfection. You will need to identify the different areas of the building as well as the types of surfaces and objects that need attention in each area. Each area must be given a specific procedure to include the products used, frequencies and special instructions if needed. Different areas of the building may have similar objects/touch points to be cleaned however a more thorough explanation may be necessary. For example, restrooms require a different cleaning protocol than a main office. Also keep in mind that in order to maintain the anticipated minimum standards set forth by the NJDOE, additional barriers or items may need to be added to your overall plan which will need to be routinely cleaned and disinfected. Upon evaluation, you may determine what objects can be removed completely to reduce or eliminate frequent touching and contact with multiple people.

Steps for Success

Step 1: Determine the different areas of the building

To begin writing your plan, identify the areas of the building that you are going to address in your plan. Below are a list of examples:

- Touch Points Throughout Building
- Classrooms & Instructional Areas
- Restrooms
- Offices
- Staff/Faculty Break Rooms
- Kitchens
- Cafeteria
- Athletic Areas
- Visitor and Contractor Areas

Other Considerations

In addition to your indoor learning environment, give consideration to other buildings or areas that are part of your school's activities. For example:

- Outside facilities
- Athletics
- Trailers
- Busses and transport vehicles

Step 2: Identify the surfaces and objects in each area

Be sure to list out all of the touch points as those are areas with a high risk for cross contamination. Examples: **Touch Points** throughout the building

Step 3: Identify specific products for cleaning and disinfecting each area

In each of these areas, prepare a detailed description of the cleaning and disinfecting products. Be sure that instructions on proper use and safety are available. This would be a good idea to remind the end user on dwell times, PPE, etc.

- Product(s) to be used for cleaning
- Product(s) to be used for disinfecting

Choosing the Right Products for Your District

Much thought goes into a districts decision when choosing products that will provide them not only with a comprehensive program but also those in which enhance the overall cleanliness and health of the students, staff and building. What is important is that whichever program you choose, be sure that you have support from industry professionals for training, troubleshooting and for ongoing resources. This is especially important as the landscape during the current COVID19 pandemic is in constant flux. Industry professionals are an invaluable resource. As such, your representative has helped your district on their path and have recommended certain products based on your districts specific needs. Here is a list of some of the products and tools that ATRA currently promotes as part of your cleaning and disinfecting program.

Enviro-Solutions/Charlotte Products

- Cleaning
 - ES72C Hydrogen Peroxide Multi-Purpose Cleaner, ECO LOGO Certified
- Disinfecting
 - ES64H Neutral Disinfectant Cleaner, EPA REG #1839-169-68138
 - ES364 Neutral Disinfectant, EPA REG #6836-366-64900
 - Registered on EPA's N List of Products Approved for Use Against SARS-COV-2/COVID19

Bioesque Botanical Disinfectant

- Disinfecting
 - Bioesque Botanical Disinfectant, EPA REG #87742-1-52595
 - Available Sizes: (12 x 1 quarts), (5 gallon pails), (55 gallon drums)
 - Registered on EPA's N List of Products Approved for Use Against SARS-COV-2/COVID19

Step 4: Consider equipment or additional resources that may be needed for each area

Proper equipment is just as important as choosing the best product(s) for an application. Oftentimes the right type of equipment can make a significant difference. For example, utilizing microfiber to replace cloth rags can elevate your cleaning effectiveness. Another example is the use of double bucket systems to replace single bucket systems. When battery operated or electrical equipment can be utilized, productivity can be increased as well. Products such as electrostatic sprayers, autoscrubbers and restroom cleaning equipment are all useful tools to assist in effective cleaning and disinfection.

Step 5: Give detailed strategy utilizing the products, equipment or resources identified for each area including frequencies and special instructions (reference Appendix B):

Like completing a puzzle, you now have all the pieces to start building your plan. Utilizing the information gathered you can now begin to describe the specific cleaning and disinfecting strategy for your facility.

Cleaning to remove dirt, soils and germs

School environments for the most part are an enclosed system that houses a community of students, staff, visitors, etc. As such, increased population of people increases the potential for potentially harmful bacteria and viruses to enter our facilities. It is our duty to maintain a healthy environment that is constant flow. If occupants stayed in one place during the day, risk for germ contamination would be significantly lower however that is not the case. The CDC has provided a guidance document for Cleaning and Disinfecting Your Facility.

For routine cleaning, it is suggested to follow the "7 Step Cleaning Process"

Proper Disinfection

Ensure safe and correct use of disinfectants at all times. The CDC has provided a guidance document for 7 Steps for Safe & Effective Disinfectant Use. Be sure to review the product label for important information such as:

- **Concentration and Dilutions:** Some products are Ready-To-Use (RTU) while others require mixing with water. Pay careful attention to the specific dilution ratio, it is recommended that all concentrated products are mixed using dilution control systems such as wall mounted dispensers to ensure accuracy and safety.
- **Product Contact or Dwell Time:** Disinfectants state on their label what is referred to as "dwell" or "contact" time. This is the length of time a product must remain wet on the surface in order to kill the target bacteria, virus or organism. Products differ based on their chemistry, ingredients, concentrations, etc. Since products can vary greatly, this is very important and can impact the effectiveness of your program.
- **Rinse Requirements:** While some products are required to be rinsed after the contact time has been achieved, other products state "no rinse required" or "allow to air dry". This is especially important for disinfectants if used for food contact areas, utensils, etc.

- **Personal Protective Equipment (PPE):** Be sure to don the proper PPE as required by the product. Cleaning products, especially disinfectants can include potentially harmful chemicals so it is best to be sure you have the required PPE for your safety and others.

Determining Frequencies

Frequencies can be subjective, however with recent guidance it is clear that emphasis should be put on "routine" cleaning and disinfectant of high contact objects and areas. The challenge is placing a determinate time on what "routine" will look like versus "increased frequency". One consideration is virus stability on certain surfaces. In a letter published by an independent study, [linked here from the CDC website](#), SARS-CoV-2/COVID19 was found to live on certain surfaces for up to 72 hours. The results indicated "that aerosol and fomite transmission of SARS-CoV-2 is plausible, since the virus can remain viable and infectious in aerosol for hours and on surfaces up to days". Fomites are objects or materials which are likely to carry germs, such as clothes, utensils, and furniture. These objects come in contact with a contaminated surface or person then the virus can "hitchhike" and be deposited onto other surfaces such as a counter top or desktop.

Step 6: Describe protocols for response to suspected or confirmed COVID19 cases (reference Appendix A13: Protocols for response to suspected or confirmed COVID19 cases).

The CDC has [written guidance on how to clean and disinfect your building if someone is sick](#). Below is a summary of their guidance. Be sure to review the NJDOE Guidance Document "The Road Back to Start and Recover: Plan for Education" for the minimum standards for Screening, PPE, and response to students and Staff Presenting Symptoms.

Step 7: Implementation and documentation

Once the plan is finalized, implementation comes next. Keep in mind that your plan is a "living document" and changes will happen. Collect all of the information you will need for distribution such as product information, instructions, SDS, user manuals, etc. so that they can be kept up to date.

You know your staff and facility best, implementation may take few or many people. Discuss with key personnel to be sure that they understand their role in the plan. For larger groups of personnel, multiple stages of implementation may need to take place depending on the amount of changes your facility will go through in order to fulfill the minimum standards.

Be sure to document questions, challenges or goals that you may have. It could take time to work some of the "kinks" out so by documenting these will allow you to come back to it later once more information is available.

Training and Education of Cleaning Staff

Your cleaning staff is considered the “front line” and should be given every resource to perform the duties of their task as set forth in the plan. Reasonable expectations should be set based on availability of tools, hours of operations, etc. For example, cleaning personnel utilizing mechanical equipment (i.e. autoscrubbers) have an advantage in consideration of the time it takes to clean a floor opposed to someone utilizing manual equipment such as a mop and bucket. Additionally, in response to advanced protocols for cleaning an area after a person suspected or confirmed of COVID-19 it is imperative that resources are not hindering the goals set in place.

The products and tools that your cleaning staff are expected to use should include comprehensive training and support. As stated earlier in the document, utilizing the resources of industry professionals is invaluable. Be sure to include in your plan the resources that will be utilized for training. When possible, plan in-service days for refresher training and/or training for new staff members. It is important that all staff members are able to benefit so accommodation may need to be determined based on the resources you utilize.

ATRA offers customized training for you and your staff on our products or services. During this current climate, all staff members should have a basic understanding of the cleaning and disinfecting practices taking place in your building. This will instill a culture and confidence with your staff that although they may not be responsible for the daily cleaning and disinfecting but give them knowledge that a plan is in place and what their role is. Everyone has a role, even if it is just taking responsibility for themselves to practice good hygiene, social distancing, etc.

Training and Education of Non-Cleaning Staff

As districts begin to consider the products and procedures which will be put in place, it is important to acknowledge that teachers, office staff, etc. may be provided with products to routinely clean and disinfect their personal areas and even their classrooms. As such, it is imperative that they are given the proper instruction and PPE if necessary to use the products.

per “Right to Know” regulations, districts must document and publish a list of the products that are used in their buildings. As such, districts have prohibited the use of unauthorized products brought in by staff, for example cleaning products such as personal use wipes, sprays, etc. However, in consideration of the comfort and safety of said personnel, it would be prudent that the district provide their choice in products to staff members with proper training. As such, implementation should include the safest product possible. For example, if teachers are to be provided with a disinfectant for their classroom check to see if PPE is required (i.e. gloves, mask, goggles, etc.), if it is safe for skin contact, what is the dwell time, etc.

For purposes of the ATRA protocol, we recommend using Bioesque Botanical Disinfectant since it is the safest EPA Category (Category IV), requires no PPE, is safe for skin contact & inhalation, etc. (see cut sheet for full instructions). Compared to many brand name products, including wipes which require gloves to be worn Bioesque Botanical Disinfectant is ideal for use in classrooms due to the fact that students may be in close proximity when surfaces are being disinfected. Furthermore, shortages of PPE will limit districts if chosen products require you to wear PPE.

Community Communication

The COVID19 pandemic has impacted every aspect of our lives. It is important to consider that while parents and guardians may be ready to send their children back to school, they will still have questions and concerns. Making the community aware of the steps your district has taken from the products you use, to the procedures you have implemented will set everyone at ease. School is as much about social interactions as it is curriculum.

Step 8: Revise as needed

In rare cases, a plan is as simple as "lather, rinse and repeat". As previously stated, your plan is a "living document". You will need to perform evaluations with input from your cleaning personnel, administration as well as your students and parents. Plan regular "checkups". Key factors will include the individuals who are responsible for following the plan in addition to change in conditions of your facility or updates in guidance from key sources such as the Department of Health, CDC or the Department of Education. What is important is that this input is considered and decisions are made based on the priorities you have established within your organization.

ABOLISHED

Resources

1. New Jersey Department of Education - Restart & Recovery Plan: The Road Back
<https://www.nj.gov/education/reopening/>
2. Environmental Protection Agency (EPA) - List N: Tool COVID-19 Disinfectants
<https://cfpub.epa.gov/qiwiz/disinfectants/index.cfm>
3. Environmental Protection Agency (EPA) - Hazard Communication Standard for Chemical Labels and Safety Data Sheets In GHS Format
<https://www.epa.gov/saferchoice/hazard-communication-standard-chemical-labels-and-safety-data-sheets-ghs-format>
4. Environmental Protection Agency (EPA) - Six Steps for Safe Disinfectant Use
<https://www.epa.gov/pesticide-registration/six-steps-safe-effective-disinfectant-use>
5. Centers for Disease Control Coronavirus 2019 (COVID-19)
<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>
6. Centers for Disease Control Coronavirus 2019 (COVID-19) - Cleaning and Disinfecting Your Facility
<https://www.cdc.gov/coronavirus/2019-nCoV/community/cleaning-disinfecting-your-facility.html>
7. Centers for Disease Control Coronavirus 2019 (COVID-19) - Cleaning and Disinfecting Your Facility
<https://www.cdc.gov/coronavirus/2019-nCoV/community/disinfecting-building-facility.html>
8. Centers for Disease Control Coronavirus 2019 (COVID-19) - Considerations for Schools
<https://www.cdc.gov/coronavirus/2019-nCoV/community/schools-childcare/schools.html>
9. Centers for Disease Control Coronavirus 2019 (COVID-19) - Cleaning and disinfecting your building or facility if someone is sick
<https://www.cdc.gov/coronavirus/2019-nCoV/community/disinfecting-building-facility.html>
10. Centers for Disease Control Coronavirus 2019 (COVID-19) - Using Personal Protective Equipment (PPE)
<https://www.cdc.gov/coronavirus/2019-nCoV/hcp/using-ppe.html>
11. New England Journal of Medicine - Aerosol and Surface Stability of SARS-CoV-2 as Compared with SARS-CoV-1
<https://www.nejm.org/doi/full/10.1056/NEJMc2004973>
12. Centers for Disease Control Coronavirus 2019 (COVID-19) - Preparing K-12 School Administrators for a Safe Return to School in Fall 2020
<https://www.cdc.gov/coronavirus/2019-nCoV/community/schools-childcare/prepare-to-return.html>
13. Centers for Disease Control - Environmental Infection Control Guidelines
CDC Guidelines for Environmental Infection Control In Health Care page 116 updated July 2019 <https://www.cdc.gov/infectioncontrol/guidelines/environmental/index.html>

Foreword About This Document

ATRA Janitorial Supply Co., Inc. is a full janitorial supply company with two convenient locations located in Pompton Plains and Wall Township, NJ. ATRA has been providing training, products and services to NJ Schools since 1983. As a benefit to NJ School Districts, we have created this guidance document as a tool to assist districts with their reopening plans. External resources have been cited throughout this document.

Use of this guidance document is at end users discretion. This document is not designed to replace existing district procedures or products. This document is not exhaustive and some items may not be applicable to your facility.

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- Internal Links to bookmarks throughout this document are labeled with **BOLD BLACK ITALIC UNDERLINE print**
- External Links to Websites throughout this document are labeled with **BLUE ITALIC UNDERLINE print**

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Appendix B: Procedures for Cleaning and Disinfecting Specific Areas

B1. Common Areas, Offices, Conference Rooms

B2. Classrooms/Instructional Areas

B3. Library and Media Center

B4. Restrooms

B5. Cafeterias and Break Rooms

B6. Kitchens

B7. Athletic Areas, Gymnasiums and Fitness Centers

B8. Visitor and Contractor Areas

B9. Transportation

B10. Outside Areas and Playgrounds

B11. Corridors

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Appendix A1: Touch Points

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- Examples of touch points found throughout facility and in common areas
 - Door handles & push plates
 - Handrails
 - Light Switches
 - Buttons, i.e. vending machines, elevators, intercom
 - Drinking fountains

- Examples of Touch Points specific to certain areas:
 - Classrooms & Instructional Areas
 - Classroom desks & chairs
 - Pencil sharpener
 - Instructional aides or objects
 - Toys
 - Restrooms (see restrooms below)

 - Restrooms
 - Sink Faucets
 - Toilet tank flusher
 - Stall door handle
 - Paper towel dispenser
 - Hand soap dispenser
 - Hand dryer

 - Office
 - Desks and counters
 - Telephone
 - Copier, scanner, fax machine

 - Visitor Entrances & Contractor Areas
 - Sign in/Sign out area
 - Visitor badges
 - Intercom/Phone

 - Staff/Faculty Break Rooms
 - Food prep equipment, i.e. coffee machine, fridge, microwave
 - Tables and chairs
 - Vending machines
 - Restroom

- Kitchens
 - Appliances
 - Service ware
- Cafeteria
 - Cafeteria Tables & Chairs
 - Lunch service line
- Athletic Areas
 - Exercise Equipment
 - Athletic Gear
 - Locker Rooms
 - Trainers Rooms
 - Bleachers

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Appendix A2: Clean Cart Set Up

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Cart Setup

These instructions are for setting up a properly organized basic cleaning cart that is used in most cleaning procedures.

Cart Guidelines

1. Restock the cart daily with clean mop, bucket, wringer, cleaning cloths, cleaning chemicals, duster, dustpan, lobby broom, paper towels, toilet paper, hand soap, and plastic liners.
2. To ensure the safety of students, staff, and visitors never leave chemicals unattended.
3. Never store food, beverages, or personal items on or in the cart.
4. Collect soiled cloths and mops and take to designated laundry at end of shift.
5. Clean tools, containers, and cart and store the equipment in the designated area at end of shift.

Top Shelf

Do a cart inventory. Prepare the cart with the following items to complete the appropriate cleaning tasks.

1. One bowl mop
2. Bowl mop caddy partially filled with disinfectant
3. Appropriate cleaning chemicals
4. One eraser pad/Scrub sponge to remove marks on textured and painted surfaces
5. One putty knife
6. One grout brush
7. Extra protective gloves and safety glasses
8. Pencil and pad
9. Sign out/inventory of chemicals, as needed

Middle Shelf

Load paper products and refill supplies, such as:

1. Paper towels
2. Toilet paper
3. Extension duster
4. Cleaning cloths
5. Plastic liners
6. Hand soap
7. Hand sanitizer

Bottom Shelf

1. One 18"/24" dust mop with frame and handle
2. Mop bucket and wringer. Fill the bucket with appropriate cleaning solution.
3. One mop head
4. Dusting tool, preferably with extension handle
5. Dustpan
6. Synthetic lobby broom
7. Two Wet Floor signs (35" to 38" safety cones)
8. Laundry net bag, if in use

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Appendix A3: 7 Steps Cleaning Process
(Return to Table of Contents: Appendix A)

This describes the Cleaning System "7 Step Cleaning Process." This is the standard method for cleaning all areas, unless otherwise specified. The "7 Step Cleaning Process" is designed to maintain the highest standards of cleanliness.

This procedure can be used as a reference or check-list and is not intended to imply that all of these steps must be completed for each cleaning.

Materials and Equipment

The Cleaning System Cart Setup is required to perform this procedure.

Key Notes

1. Always knock before entering a closed occupied office room/room.
2. Introduce yourself and request permission to clean the area.
3. Make notes of any room or area that you are unable to access or witness that may need extra attention or in need of maintenance. These notes will remind you later so the room is not neglected. Notify your manager if you were not able to get into the room by the end of your shift.

7 Steps Cleaning Process

Step 1: Pull trash

Remove trash and empty all waste containers that contain waste. If a can is empty, skip it and move on. Follow the Clean **Waste Receptacle Cleaning Procedure** to make sure all waste receptacles are clean and free of all debris, dirt, smudges, and contamination.

Step 2: Complete the high dust process.

Follow the **High Dusting Procedure**. High dust everything above shoulder level or out of reach by using an extension pole with an adjustable high duster head. Include all the adjacent rooms, for example, the office. Never high dust above room occupants.

Step 3: Damp wipe all contact surfaces.

Damp wipe all contact surfaces by following the Clean **Damp Wiping Procedure**. Wipe everything you are able to reach. Use **Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner**. Use a dry cloth or a paper towel to polish both interior and low-level glass to a dry streak free appearance. Start damp wiping at the door and work around

the room in a circular pattern. Be sure to include wall spotting, light switches, side light glass, telephones, wall moldings, dispensers, window sills, and all furniture.

Step 4: Thoroughly clean the restroom.

Thoroughly clean the restroom and any restroom type fixtures that are part of the room, using the Clean Restroom Cleaning Procedure. Use the bowl mop only for the inside of the toilet and urinal and wipe the outside with a disinfectant damp cloth. Do not use the cleaning cloth on any other surface after cleaning the toilet and urinal

Step 5: Dust mop or vacuum all appropriate areas

Dust mop the floor following the Clean Dust Mopping Procedure. Start behind furniture and doors; be sure to move whatever is in the way.

Step 6: Damp mop all appropriate areas

Damp mop all the appropriate areas following the Clean Damp Mopping Procedure. Place a Wet Floor sign at the entrance before you begin. Start damp mopping in the corner furthest from the door and work your way out. Mop out corners to prevent buildup.

Step 7: Inspect the work area according to the standards

Reporting any needed repairs especially burned out lights, loose toilet seats, broken dispensers, and specialty cleaning. Being sure that the room is free of sharp hazards, broken tiles, damaged wall tiles, broken windows, wall penetrations, and that the plumbing and furnishings, etc., Fire Extinguishers, lights and electrical outlets are all operating properly. Correcting any cleaning deficiencies. If the area is occupied, before exiting, ask if there is anything that they may have noticed that is not working, or needs to be cleaned. If they mention any item that needs repair make note of the issue and report. Take the report into your Supervisor at your next break or by the end of your shift.

Finally ask yourself, is the room acceptable according to the standards?

Appendix A4: Cleaning & Disinfecting Products

(Return to Table of Contents: Appendix A)

This procedure covers the proper use of the cleaners and disinfectants used throughout this document. Please reference the enclosed technical data sheets for specific information.

Cleaning Products

1. Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

- a. Concentrated product that is diluted with the Enviro-Solutions "1-2 Punch" chemical dilution station.
- b. ECO-LOGO Certified
- c. Convenient Dilutions for all cleaning tasks
 - i. Light Duty (1:128)
 - ii. Medium Duty (1:32)
 - iii. Heavy Duty (1:10)

Disinfectants

1. Bioesque Botanical Disinfectant

- a. Ready to Use Product
- b. EPA Registered Disinfectant
- c. One Step Disinfectant-Cleaner
- d. No Rinsing
- e. 4 Minute Dwell Time
- f. Level 1 Disinfectant- highest EPA category
- g. No pre-cleaning required, unless GROSS soil
- h. No PPE required
- i. Approved as soft surface sanitizer
- j. Safe for HVAC systems
- k. Kills Fungus and Mold
- l. Approved for use on Food Contact/Prep areas with no rinsing
- m. ECO-Logo Certified Green (Canada only, due to US EPA rules)
- n. Non-Corrosive
- o. Registered on EPA's N List of Products Approved for Use Against SARS-COV-2/COVID19

2. Enviro-Solutions #64H Neutral Disinfectant Cleaner

- a. Concentrated product that is diluted with the Enviro-Solutions "1-2 Punch" chemical dilution station.
- b. EPA Registered Disinfectant
- c. One Step Disinfectant-Cleaner
- d. Neutral pH
- e. Dilution Ratio (1:64)

- f. No Rinse
- g. 10 Minute Dwell Time
- h. Registered on EPA's N List of Products Approved for Use Against SARS-COV-2/COVID19

3. **Enviro-Solutions #364 Neutral Disinfectant**

- a. Concentrated product that is diluted with the Enviro-Solutions "1-2 Punch" chemical dilution station.
- b. EPA Registered Disinfectant
- c. One Step Disinfectant
- d. Dilution Ratio (1:64)
- e. No Rinse
- f. 5 Minute Dwell Time
- g. Registered on EPA's N List of Products Approved for Use Against SARS-COV-2/COVID19

Alternative disinfection methods

As per the CDC link to Cleaning and Disinfecting your Facility, the efficacy of alternative disinfection methods, such as ultrasonic waves, high intensity UV radiation, and LED blue light against COVID-19 virus is not known.

- o EPA does not routinely evaluate the safety or efficacy of pesticidal devices, such as UV lights, LED lights, or ultrasonic devices. Therefore, EPA cannot confirm whether, or under what circumstances, such products might be effective against the spread of COVID-19.

CDC does not recommend the use of sanitizing tunnels. There is no evidence that they are effective in reducing the spread of COVID-19. Chemicals used in sanitizing tunnels could cause skin, eye, or respiratory irritation or damage.

CDC only recommends use of the surface disinfectants identified on List N against the virus that causes COVID-19.

ES72

GENERAL PURPOSE + SPECIALTY CLEANERS



HYDROGEN PEROXIDE MULTI-PURPOSE CLEANER

- Multi-purpose cleaning system containing highly biodegradable surfactants and hydrogen peroxide
- Multiple applications based on dilution used

	ES72C	ES72
APPEARANCE	Clear Blue Liquid	Clear Blue Liquid
ODOR	Fresh	Fresh
SOLUBILITY	Soluble	Soluble
RELATIVE DENSITY	1.02	1.02
pH-VALUE	4.8	4.8
VISCOSITY	Similar to water	Similar to water
DILUTION RATES	1:120 - Light	1:120 - Light
	1:32 - Medium	1:32 - Medium
	1:10 - Heavy	1:10 - Heavy
SHELF LIFE	1.5-1:2.5 - Super Heavy	1.5-1:2.5 - Super Heavy
	3 Years	9 Years

SIZES	
ES72C	2 L (0.52 U.S. gallon)
ES72	3.78 L (1 U.S. gallon)

BENEFITS

- An effective cleaner for an endless range of janitorial cleaning tasks: i.e. glass, tile, stainless steel, chrome, brass, copper, aluminum, chrome, decorative cleaning in showers, walls, tile, grout, mold and mildew and so on
- Effective in odor removal
- Works in acid water
- Cleans and deodorizes in one step
- Free of phosphates and EDTA
- No nonyl phenol (NPF) or nonylphenol ethoxylates (NPEs)
- Low in VOC

DIRECTIONS + DILUTION

Use the appropriate dilution solution for the type of surface to be cleaned. Thoroughly clean the surface and allow to air dry.

- Light Duty (1 oz./U.S. gal. - 80ml/l)
- Streak-free glass, mirror and stainless steel cleaner
 - General purpose floor cleaner
 - Bonnet and mop action cleaning on carpet floors
- Medium Duty (4 oz./U.S. gal. - 32ml/l)
- Medium duty spray and wipe cleaner
 - Heavy soiling ceramic and porcelain tile floors
 - Pre-spray carpet cleaning

- Heavy Duty (12 oz./U.S. gal. - 100ml/l)
- Bathroom cleaner - Cleans and deodorizes urinals, toilets, counter tops and fixtures. Removes soap scum and oils from shower surfaces. Removes mildew and deodorizes in one step. Excellent on tile and helps whiten grout over time with the power of peroxide
 - Carpet Spotter (rinse with water afterwards)

- Super Heavy Duty (24 to 48 oz./U.S. gal. - 200-330ml/l)
- For renovation of tile and grout surfaces
 - Removing scuff marks and stubborn stains
 - Cleaning old and heavy mold and mildew stains
 - Difficult urine and garbage odor destruction

NOTE: Improper use of dilutes may cause this product not to work properly and may increase the risk of health effects.

DISPOSAL

Dispose of used/unwanted product according to state and local regulations. Offer container for recycling.

PERSONAL PROTECTION

Please refer to product label and SDS



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Peterborough, Ontario
K9J 8K6

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ENV-001-2018-01



BOTANICAL DISINFECTANT SOLUTION

PROFESSIONAL GRADE

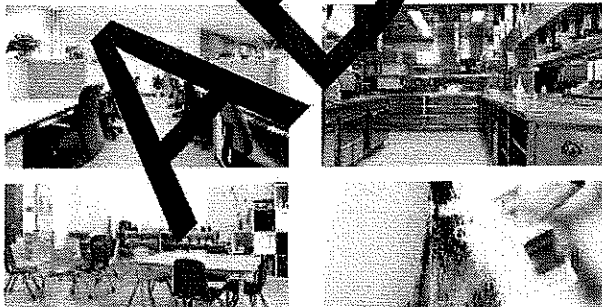
FEATURES

US EPA Registered Broad-Spectrum Disinfectant
 Kills Norovirus in just 4 Minutes
 Kills 99.9% of Bacteria, Viruses*, Fungi & Molds
 Bactericidal, Virucidal, Tuberculocidal, and Fungicidal**
 Disinfect, Sanitize, Clean, and Deodorize in ONE STEP
 Kills, Destroys and Eliminates Household Germs
 No Rinse Required, even on food contact surfaces
 Sanitizes Soft Surfaces in just 2 minutes
 Eliminates 99.9% of most Allergens upon contact
 Formulated for use with Mechanical, manual, or battery/slower operated sprayers
 Kills Odor-Causing Bacteria
 Kills Bacteria that can cause food poisoning
 One-step Hospital Disinfectant and Cleaner
 Non-Abrasive and Non-Corrosive

Non-Flammable - No Harmful Chemicals
 Cleans and Disinfects without Bleaching
 Free from Chlorine and Phosphates
 No Signal Words or Warnings Needed
 No Personal Protective Equipment (PPE) Needed
 Heavy Duty Cleaner and Disinfectant
 Ready-to-Use Formula
 Safe for Everyday Use
 Pleasant Lemongrass Grapefruit Scent
 Botanically Derived Active Ingredient
 Formulated with Patented Technology
 Safe for Use on Water Mitigation (Sewage Back Up, Water Damage)
 Meets Sustainable Purchasing Requirements for LEED Credits

RECOMMENDED FOR USE IN

- | | | |
|------------------------|----------------------------|---------------------------|
| Schools | Food Processing Plants | Public Support Facilities |
| Day Care Centers | Restaurants | Institutional Facilities |
| Colleges & Dorms | Cafeterias | Correctional Facilities |
| Classrooms | Clinics | Military Installations |
| Nursenas | Health Care Facilities | Offices |
| Churches | Medical and Dental Offices | Athletic Facilities |
| Hospitals | Veterinary Practices | Multi-Family Housing |
| Aging Care Facilities | Farms | Residential Housing |
| Nursing Homes | Cross-Country Skiing | Real Estate |
| Ambulances | Amusement Parks | Transportation Areas |
| Surgery Centers | Spinning Salons | Public Restrooms |
| Airports | Barber Shops | Hotels and Motels |
| Cruise Ships | Public Buildings | Retail Stores |
| Institutional Kitchens | | |



1 MIN KILL TIME
VIRUSES
 KILLS 99.99%
 Staphylococcus aureus
 Bacillus anthracis spores
 Influenza A (H1N1)
 HIV-1 AIDS Virus
 Human Coronavirus
 Respiratory Syncytial Virus (RSV)
 4 Minute Kill Time; Norovirus

2 MIN KILL TIME
BACTERIA
 KILLS 99.99%
 Staphylococcus aureus (Staph)
 Salmonella enterica (Salmonella)
 Pseudomonas aeruginosa (Pseudomonas)
 Listeria monocytogenes (Listeria)
 Escherichia coli (E. coli)
 Ercherichia coli (E. coli O157:H7)
 Streptococcus suis (Streptococcus)
 Vancomycin-Resistant Enterococcus (VRE)
 Methicillin-Resistant Staphylococcus aureus (MRSA)
 Klebsiella pneumoniae
 3 Minute Kill Time
 Mycobacterium Bovis BCG (TB Tuberculosis)

3 MIN KILL TIME
FUNGI & MOLDS
 KILLS 99.99%
 Trichothecium mentagrophytes
 (Athlete's Foot Fungus)
 Candida albicans



BOTANICAL DISINFECTANT SOLUTION

DIRECTIONS FOR USE

TO DISINFECT: For use on hard nonporous surfaces. Spot test to check compatibility with the surface. Spray to thoroughly wet the surface to be disinfected. Surfaces must remain wet for 1 minute to eliminate viruses*, 2 minutes to eliminate bacteria, 3 minutes to eliminate fungi and M.bovis BCG (**B), and to disinfect Norovirus, let stand for 4 minutes. Allow to air dry. If desired, wipe dry. No rinse required, even on food contact surfaces.

TO SANITIZE: Spray to thoroughly wet the surface to be sanitized. Surfaces must remain wet for 30 seconds on hard nonporous surfaces and 2 minutes for soft surfaces.

TO SANITIZE PRECLEANED FOOD-CONTACT SURFACES: Spray to thoroughly wet the surface. Allow surface to remain wet for 30 seconds and air dry. No rinsing required.

TO CLEAN, DEODORIZE & REMOVE ALLERGENS*: Spray the product on surface and wipe clean to remove heavy soil let stand a few minutes and wipe clean. For soft surfaces; spray to wet surface and wipe or blot to clean. Always test an inconspicuous area first. (**) This product removes the following allergens: dust mite matter, cat dander, dog dander, mouse dander, rat dander, guinea pig dander, cockroach matter, peanut, birch pollen, timothy grass pollen, rag weed pollen.

TO CLEAN VIA FOGGING: This product can be applied effectively with a ULV fogger as a supplement to normal cleaning procedures on restoration and remediation projects in confined, vacant areas of schools, health care facilities, and in HVAC systems as well other vacant, indoor areas. It is also effective for pre-cleaning or as a supplement to final cleaning. Do not dilute. This product is ready to use in ULV foggers. Seal off doors and windows in the area prior to fogging. After fogging, vacate treated area during the treatment interval as specified by the device manufacturer, and do not re-enter the treated area until all fog has settled or been exhausted. After the treatment interval, ventilate the treated area until the air is purged of all suspended product. Do not operate equipment in the fogged area until the treatment is dry. When fogging as a pre-treatment, follow the cleaning and disinfection procedures on the product label.

SUITABLE FOR USE ON

Countertops	Mirrors	Glass
Stovetops	Hard Sports Equipment	Sealed Marble
Refrigerator Exteriors	Cups/Heim	Steel
Trash Cans	Recreation Tables	Stainless Steel
Floors	Recreation Chairs	Aluminum
Appliance Exteriors	Tables	Sealed Concrete
Telephones	Doors	Plastic
Door Handles	Benches	Polypropylene
Hard, Non-Porous Surfaces	Benches	Polystyrene
Toilet Seats	Benches	Polyethylene
Bathtubs	Benches	PVC
Shower	Benches	Glazed Tile
Vanities	Benches	Sealed Fiberglass
Walls	Benches	CPAP Systems
Windows	Benches	

*Available according to EPA Standard Test Method for Efficacy of Virucidal Agents
**Fungicidal according to EPA Germicidal Spray Method. Removes the following allergens: dust mite matter, cat dander, dog dander, mouse dander, rat dander, guinea pig dander, cockroach matter, peanut, birch pollen, timothy grass pollen, rag weed pollen



Distributed By: NatuReal, LLC, 160 East Palmetto Park Rd, Suite 110, Boca Raton, FL 33432
1-800-937-4634 | www.bioesquesolutions.com

Environmental/Hazard-Free:



Available in:
10ML Pen Sprayers: BBD10ML
4 Ounces - BBD54OZ
1 Quart - BBD5Q
1 Gallon - BBD5G
5 Gallon - BBD55G
55 Gallon - BBD555G

ES64H

DISINFECTANT



ES64H Neutral Disinfectant Cleaner

A No-Rinse, No NPE, Non Alkaline, Neutral pH Cleaner That Disinfects, Cleans and Deodorizes

AVAILABLE IN USA ONLY

	ES64H
APPEARANCE	Clear green liquid
FRAGRANCE	Fresh
RELATIVE DENSITY	N/A
pH	6-7
DILUTION RATES	N/A
SHELF LIFE	3 years

SIZES	
ES64H-4	3.78 L (1.0 U.S. gallon)
ES64H-CS	2.5 L (0.66 U.S. gallon)
ES64H-15	2.0 L (0.53 U.S. gallon)
ES64H-4CS2	1.9 L (0.50 U.S. gallon)

Consult the label for complete instructions, dilutions, safety precautions and kill claims.

EPA REG. NO. 19-180
EPA EST. NO. 7819-1

EFFECTIVELY CLEANS

Use on linens, walls, toilet seats, tubs and other hard nonporous surfaces such as tiles, grout and counter tops made of Stainless Steel, Metal, Glazed Porcelain

THIS PRODUCT CAN BE USED IN:

- Hospitals, nursing homes, medical and dental offices and clinics, operating rooms, isolation wards, and medical research facilities
- Restaurants and bars, cafeterias, institutional kitchens, fast food operations and food storage areas.
- Supermarkets, convenience stores, retail and wholesale establishments, dressing rooms and laundries.
- Crime scenes and funeral homes.
- Institutional facilities, laboratories, factories, business and office buildings, restrooms, hotels and motels and transportation terminals.
- Institutional kitchens and bathrooms.
- Institutions, schools and colleges, churches, classrooms, athletic facilities and locker rooms.
- Camp grounds, play grounds, and recreational facilities.
- Food processing plants, dairy farms, hog farms, poultry and turkey farms and egg processing plants.
- Veterinary clinics, animal life science laboratories, kennels, breeding and grooming establishments, pet animal quarters, zoos, pet shops, and other animal care facilities.
- Automotive garages, boats, ships, campers, trailers, mobile homes, cars, buses, trains, taxis and airplanes.
- Health clubs, spas, tanning spas, massage/facial salons, hair/nail salons, barber/beauty shops, tattoo parlors.

CHARLOTTE PRODUCTS LTD.

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Peterborough, Ontario
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Toll Free: 1.877.745.2880

www.charlotteproducts.com

Rev 01/2019

ES364

DISINFECTANTS



ES364 NEUTRAL DISINFECTANT

- One-step, fast contact-time disinfectant
- Provides superior cost-performance benefits delivered by cost-effective quat concentrates
- Contains a neutral pH that is non-staining, non-damaging to equipment, easily handled and does not dull floor finishes

ES364 Neutral Disinfectant

APPEARANCE	Green Liquid
ODOUR	Citrus
SOLUBILITY	Soluble
RELATIVE DENSITY	0.9803
pH-VALUE	7 - 9
VISCOSITY	2.024 mm ² /sec @ 20°C
SHELF LIFE	3 Years

ACTIVE INGREDIENTS

Quaternary Ammonium Chloride	5.26%
Quaternary Ammonium Chloride	67%; C ₁₂ 25%; C ₁₄ 7%; C ₁₆ 1%
Quaternary Ammonium Chloride	3.51%

USES

- Appliances
- Bathrooms
- Desks/Chairs
- Floors
- Glass/Ceramic
- Polished Porcelain
- Upholstery, vinyl & plastic
- Offices
- Sinks
- Stainless Steel
- Stoves
- Laminated Surfaces

NON-CRITICAL MEDICAL DEVICE SURFACES

- Beds/bed frames
- Crutches
- Examining tables
- Stethoscopes
- Wheel chairs
- Resuscitators
- Rescue tools
- Defibrillators
- Medical lamps
- Gurneys
- Stretchers
- Walkers

DILUTIONS

RATIO	PER GALLON OF WATER	PER LITRE OF WATER
1:84	2 oz.	16 mL
1:32	4 oz.	32 mL
1:16	8 oz.	64 mL

NOTE: Improper use of dilutions may cause this product not to work properly and may increase the risk of health effects.

SIZES

ES364-CS	1.25 U.S. Gallon
ES364-4	1.0 U.S. Gallon
ES364-15	2.0 U.S. Gallon

FEATURES

- EPA Registered
- Exhibits effective disinfectant activity against a broad spectrum of bacteria & viruses
- Neutral pH
- Convenient 5-minute hospital disinfection
- Kills hepatitis in just 5 minutes

CHARLOTTE™
PRODUCTS LTD.

2060 Fisher Drive
Petersborough, Ontario
K9J 6K6

Ph: 705.748.2880
Fax: 705.743.1139
Toll Free: 1.877.745.2880



www.charlotteproducts.com

MSD-19-0000

ES364

DISINFECTANTS



MICRO-ORGANISMS

ES364 is effective against:

BACTERIA - 5 MINUTE CONTACT TIME (1:64 - 2 OZ/GAL.)

Pseudomonas aeruginosa	Escherichia coli - Extended Spectrum Beta Lactamase producing
Salmonella enterica	Escherichia coli (EHEC) - Carbapenem Resistant
Staphylococcus aureus	Klebsiella pneumoniae
Acinetobacter Baumannii	Klebsiella pneumoniae - Extended Spectrum Beta Lactamase producing
Enterobacter aerogenes	Klebsiella pneumoniae (KPM-1) - Carbapenem Resistant
Enterobacter cloacae (NDM-1) - Carbapenem Resistant	Staphylococcus aureus - Community Associated Methicillin Resistant (USA300)
Enterococcus faecalis - Vancomycin resistant	Staphylococcus aureus - Methicillin Resistant
Escherichia coli	Staphylococcus aureus - Vancomycin Resistant
Escherichia coli O157:H7	Stenotrophococcus pyogenes

VIRUS - 5 MINUTE CONTACT TIME (1:64 - 2 oz/Gal.)

Hepatitis B Virus (HBV)	Human Coronavirus
Hepatitis C Virus (HCV)	Influenza A Virus (H2N9)
Herpes Simplex	Influenza A virus / Hong Kong
Herpes Simplex Virus Type 1	Norwalk Virus - Norovirus
HIV-1 (AIDS Virus)	Respiratory Syncytial Virus
SARS associated Coronavirus	Vaccinia (Pox Virus)

ANIMAL VIRUSES (1:64 - 2OZ/GAL.)

Form	Contact Time	Animal Virus	Contact Time
Candida (1:64 - 2 oz/Gal.)	5 minutes	Feline Calicivirus (1:64 - 2 oz/Gal.)	5 minutes
Trichophyton dermatoglyphites (1:16 - 8 oz/Gal.) (athlete's foot fungus)	10 minutes	Axian Influenza (H5N1) (1:64 - 2 oz/Gal.)	5 minutes
		Canine Parvovirus (1:8 - 16 oz/Gal.)	10 minutes

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1628-11-10 2019

Appendix A5: High Dusting Procedure
(Return to Table of Contents: Appendix A)

High Dusting

This cleaning procedure covers the instructions high dusting.

Materials and Equipment

The **Clean Cart Setup** plus the following items:

1. Filmop extension pole
2. Filmop flexible microfiber head and sleeve
3. Vacuum

Guidelines

1. Never dust over occupants.
2. Use safety glasses as needed.
3. Refer to cleaning schedules for accurate cleaning frequency.
4. Change the tool heads at least once a day.
5. Always clean and appropriately store the equipment.
6. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

High Dusting Procedure

1. Place the dusting tool head on the dusting tool.
2. Place the dusting tool head on the dusting tool.
3. Wipe the ledgers, vents, T-bar or any surface needing dusting above shoulder height.
4. Avoid light bulbs and electrical outlets.
5. Use an appropriate vacuum cleaner with brush nozzle to clean areas such as ceiling tiles, hallway light covers, and window valances.

Appendix A6: Dust Mopping Procedure
(Return to Table of Contents: Appendix A)

Dust Mopping

This cleaning procedure covers the instructions for dust mopping hard surfaces. Most floors should be dust mopped daily. When you dust mop, your goal is to remove dust, dirt, sand, salt and debris from the floor. All these things can scratch the floor finish and even damage the floor itself.

Materials and Equipment

For dust mopping you will need the following tools:

1. Butler dustpan and lobby broom
2. Microfiber dusting tool
3. Microfiber dust rag/wiper
4. Putty knife

Procedure

1. Use the microfiber dusting tool and dustpan to remove dust from corners, door frames and other hard to reach spots.
2. Use the putty knife to scrape gum or any other sticky messes on the floor.
3. Begin dust mopping at the corner furthest from the door. Be sure to dust mop along the edges, and in the corners, always pushing the dust mop. Try to always push the dust mop forward. Do not push and pull it back and forth.
4. Be sure to remove dust from around the legs of furniture. If possible, move the furniture to dust mop the floor.
5. If using a microfiber dust rag, you may use the eight-side folding procedure. Use each side until it no longer picks up dirt, then turn the over and use the opposite side till all side have been utilized.
6. When all sides of the wiper are completely soiled, or when you are ready to move to a new area, dispose of the dirty wiper and replace it with a new one.
7. Check your work when you are finished.
8. Refer to [Laundrying & Washing Procedure](#) for reusable cloth or microfiber items.

Appendix A7: Damp Mopping Procedure
(Return to Table of Contents: Appendix A)

Damp Mopping

This cleaning procedure covers the instructions for damp mopping hard surfaces. Routine daily maintenance is critical to maintaining and extending the life of the floor finish. Vinyl Composition Tile (VCT) and Sheet Vinyl must be maintained by daily dust mopping, and damp mopping. This process plays a critical role in extending the life of the floor finish by removing dirt and grime before it gets embedded into the finish, causing discoloration and premature wearing.

Materials and Equipment

1. Wet Floor signs (35" to 38" safety cones)
2. Hand pad
3. Putty knife
4. Microfiber dust mop
5. Dustpan
6. Damp mop with handle

Procedure

1. Dry mop using a dusting wing or microfiber dust mop.
2. Set up Wet Floor signs so they can be clearly seen by all.
 - a. For hallways - split the hallway to allow for a dry path for pedestrian traffic. Place signs about 8 feet apart, before and after the area you are going to damp mop.
 - b. For rooms - place signs outside of doors in such a way as to allow safe access to the room.
3. Using a hand pad, and a putty knife, carefully remove any heavy soil or other foreign material from the floor, including burn marks on tiles that are not leveled or black marks from shoes.
4. Prepare the cleaning solution.
5. If using a microfiber dust mop - prepare the mop as described in [Preparing Microfiber Damp Mops](#).
6. If using a cotton loop mop - prepare solutions as directed.
 - i. For rooms, mop the perimeter of the room or area.
 - i. Beginning at door or perimeter of area, mop all edges and baseboards, and around any item you are unable to move.
 - ii. When the perimeter is done, start damp mopping at the far corner of the room, using "figure-eight" strokes by moving backwards towards the doorway. Remember to clean behind doors, and under furniture.
 - iii. If using a mop bucket, place the bucket outside the area being mopped. The bucket should not have to be frequently moved.
7. For hallways - mop the floor parallel to the baseboards
8. Mopping parallel accomplishes five things:
 - a. The mop does not slap the baseboard. Slapping the baseboard causes a film to build up after repeated mopping.

- b. You can see passersby approaching from both directions.
 - c. This avoids collision with passersby and they can be warned to walk with care.
 - d. You can take longer strokes with the damp mop covering more territory.
 - e. Only one half of the corridor is wet at one time.
9. Replace soiled mop pad or bucket water.
 - a. If using microfiber flat mop - when you are finished with the room or if the pad is dry, remove soiled wet pad from the frame by placing your left foot on the end of the frame and your right foot on the opposite end of the pad. Pull the frame up and the pad will peel away from the hook and loop backing. Since the pad now folds downward in half, it can easily be removed from the frame and dropped into a laundry bag. (Oversized rooms may require a second pad.)
 - b. If you are not using a flat mop - replace mop bucket solution when overly soiled (approximately every third room.)
 10. Allow the scrubbed area to dry.
 11. Remove the Wet Floor signs.
 12. Inspect your work.
 13. Replace all furniture and equipment to its original location.
 14. Clean the equipment and store it neatly. All equipment must be kept in a clean and professional condition.
 15. Refer to Laundering & Washing Procedure for reusable cloth or microfiber items.

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Appendix A8: Damp Wiping Frequently Touched Surfaces Procedure

[\(Return to Table of Contents: Appendix A\)](#)

This procedure describes the preparation of the damp cloth cleaning solution, chemical selection and techniques to effectively disinfect frequently touched surfaces. These standards apply to all procedures unless they conflict with the facility or local regulatory policies. In that case, the facility or regulatory policy takes precedence.

Frequently touched surfaces also known as **Touch Points** should be cleaned and disinfected more often than less frequently touched surfaces. Visually inspect the room/area and determine if additional locations need to be included.

Materials and Equipment

The **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedure

1. Prepare a trig spray bottle with #72C Hydrogen Peroxide Multi-Purpose Cleaner or spray Bioesque onto cloth.
2. Scrub the surface clean to remove visible soil. A surface must be free of visible soil before disinfection can occur.
3. Spray the solution directly onto the surface.
4. To clean the surface, damp wipe it with the clean side of a cleaning cloth. Wipe the surface with the "palm of your hand." This allows for even pressure.
5. Frequently, turn the clean side. You should have a total of 8 to 16 sides on a folded cloth.
6. Do not use a damp cloth on surfaces such as wood, wool, computers, SMART Boards, or other electronic equipment.
7. Before you leave the room thoroughly polish dry, leaving the surface free of chemicals to prevent skin irritation.
8. Wear protective gloves and safety glasses whenever handling cleaning chemicals to avoid burns to the skin and eyes.
9. Mix or dilute the cleaning solution. Read the manufacturer's instructions and mix the solutions accordingly. Give special attention to dilution ratios. They are extremely important. Never guess or use the "glug" method when mixing chemicals.
10. For soil embedded into a surface use an eraser pad and #72C Heavy Duty to remove the soil.
11. Once the surface is free of organic material, it is important to perform the final pass over the surface with the fresh side of the damp cleaning cloth.
12. Surfaces may be dried using a dry clean wiper or paper towel if there is a risk of skin contact to the damp surface or if the surface is a highly reflective surface such as glass for streaking might be visible.
13. Frequently change to clean cloths and/or disposable towels or wipers to prevent cross contamination.
14. Refer to [Laundering & Washing Procedure](#) for reusable cloth or microfiber items.

Appendix A9: Preparing Microfiber Damp Mops Procedure
(Return to Table of Contents: Appendix A)

Preparing Microfiber Damp Mops

This procedure describes how to prepare microfiber damp mops for area cleaning. Wear your safety glasses and gloves during this process to minimize exposure to the cleaning chemical.

Materials and Equipment

The **Clean Cart Setup** plus the following items:

1. Microfiber damp mops (quantity required to complete daily task plus mop frame and handle.
2. 1 to 4 quarts of pre-diluted #72C Light Duty per charging mop bucket filled.
3. One Filmop charging bucket with lid or FRED double mop bucket.

Procedure using Filmop Charging Bucket

1. Connect the frame.
2. Pour the appropriate amount of pre-diluted #72C Light Duty into the charging bucket. Use one quart per five pads, using the pour guides in the bottom of the bucket to determine the liquid level. Each step represents 5 pads or one quart. Using a container or measuring device, pour the appropriate liquid measure into the container.
3. Place pads in the bucket at the rate of one per row.
4. Place the lid on the charging bucket and lock all side flaps to ensure a tight seal.
5. Pick up the bucket and carefully turn the bucket top side down. This will distribute the cleaner to all the pads in the container.
6. Place charging bucket on mopping cart and proceed to the assigned area and begin routine cleaning.
7. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Procedure using Filmop FRED Double Bucket

1. Using your FRED Double-Bucket System with the flat microfiber mops, fill the BLUE bucket approximately 2/3 with pre-diluted #72C Light Duty from your dispenser.
2. Fill the RED bucket only 1/3 with clean water.
3. Attach a clean microfiber mop onto the Spin & Drop Frame by releasing the mop into the bent position and attaching the locking straps of the mop onto the Spin & Drop Frame.
4. Dip mop into cleaning solution in BLUE bucket.
5. Wring and mop surface.
6. After mopping, rinse mop in RED bucket.
7. Wring out mop, dip into BLUE bucket and repeat steps.
8. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Appendix A10: Laundering & Washing Procedure
(Return to Table of Contents: Appendix A)

Proper use of materials to prevent cross contamination is important. Below is general guidance for laundering microfiber, however tips and basics including temperature guidance from the CDC is applicable to most reusable items. Always refer to manufacturers recommendations for proper use and laundering of reusable items. For detailed guidance, refer to the [CDC's website](#).

Waste Handling and Items That Go in the Laundry

1. Always wear disposable non-latex moisture impervious gloves when handling waste or soiled laundry. Place waste and soiled laundry carefully into appropriate sealed waste containers.
2. Do not shake dirty laundry; this minimizes the possibility of dispersing virus into the air.
3. Wash items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the hot water setting for the items and dry clothes completely.
4. Clean and disinfect hampers or other carts for transporting laundry.

Collecting, Transporting, and Sorting Contaminated Textiles and Fabrics

1. Remove used or contaminated textiles, fabrics, and/or clothing from the areas where such contamination occurred
2. Handling contaminated laundry with a minimum of agitation to help prevent the generation of potentially contaminated aerosols
3. Contaminated textiles and fabrics are to be placed into bags or other appropriate containment in contaminated location. These bags are then securely tied or otherwise closed to prevent leakage.
4. Single bags of sufficient tensile strength are adequate for containing laundry, but leak-resistant containment is needed if the laundry is wet and capable of soaking through a cloth bag.
5. Bags containing contaminated laundry must be clearly identified with labels, color-coding, or other methods so that the workers handle these items safely, regardless of whether the laundry is transported within the facility or destined for transport to an off-site laundry
6. Determine the point in the laundry process at which textiles and fabrics should be sorted. Sorting after washing minimizes the exposure of laundry workers to infective material in soiled fabrics, reduces airborne microbial contamination in the laundry area, and helps to prevent potential percutaneous injuries to personnel.
7. Sorting laundry before washing protects both the machinery and fabrics from hard objects and reduces the potential for recontamination of clean textiles.
8. Sorting laundry before washing also allows for customization of laundry formulas based on the mix of products in the system and types of soils encountered.
9. Protective apparel for the workers and appropriate ventilation can minimize exposures. Gloves used for the task of sorting laundry should be of sufficient thickness to minimize sharps injuries.

Laundering Tips

1. **Read Directions** - Carefully follow the washing instructions and warnings on your detergent's packaging (temperature and amounts).
2. **Launder in Net Bags** - Mesh bags can protect microfiber products from free-flowing in the wash; prevents premature fiber break down.
3. **Do not overload washer** - Laundry needs adequate room for agitation. Water line should cover laundry.
4. **Microfiber Only Wash/Dry** - Do not wash or dry microfiber with other textiles, as lint and fabric fibers will be caught in microfiber, thus destroying its performance.
5. **Textile Detergents** - Use standard liquid textile detergents with a pH of less than 11.
6. **No softener** - Softening agents clog the microfiber capillaries preventing proper solution holding.
7. **Use of bleach** - Not all textiles can be cleaned with chlorine bleach. Chlorine bleach compromises microfiber construction, particularly microfiber with polyamide. If necessary, use non-chlorine bleach.
8. **Store Dry** - Store products in a dry environment. Moisture promotes mildew growth.

Laundering Basics

1. **Pre-Wash in Cold Water** - Pre-Washing in cold water removes residual chemicals. Rinsing at higher temperatures can cause residual chemical to react and microfiber can become damaged.
2. **Hot Water Wash, 194 degrees F Max** - According to the CDC, hot water washing (chemical free) is an effective means of destroying microorganisms (CDC Guidelines for Environmental Infection Control In Health Care page 1, updated July 2019). A temperature of at least 160 degrees F for a minimum of 25 minutes is recommended. Most microfiber can withstand temperatures up to 194 degrees F.
3. **Tumble Dry, 140 degrees F Max** - High heat can melt microfiber, causing microfiber to lose effectiveness.
4. **Packaging, Transport and Storage** - Package, transport, and store clean textiles and fabrics by methods that will ensure their cleanliness and protect them from dust and soil during site quality loading, transport, and unloading.

General Hot Water Washing

1. Temperature of at least 160°F (71°C) for a minimum of 25 minutes recommended for hot-water washing. Hot water provides an effective means of destroying microorganisms.
2. The use of chlorine bleach assures an extra margin of safety. A total available chlorine residual of 50–150 ppm is usually achieved during the bleach cycle. Chlorine bleach is an economical, broad-spectrum chemical germicide that enhances the effectiveness of the laundering process. Chlorine bleach is not, however, an appropriate laundry additive for all fabrics.
3. Chlorine bleach becomes activated at water temperatures of 135°F–145°F (57.2°C–62.7°C).

4. An extra rinse cycle is recommended help reduce and neutralize any alkalinity in the water supply, soap, or detergent. The rapid shift in pH from approximately 12 to 5 is an effective means to inactivate some microorganisms.
5. Lower water temperatures of 71°F–77°F (22°C–25°C) can reduce microbial contamination when the cycling of the washer, the wash detergent, and the amount of laundry additive are carefully monitored and controlled.
6. Low-temperature laundry cycles rely heavily on the presence of chlorine- or oxygen-activated bleach to reduce the levels of microbial contamination.
7. The selection of hot- or cold-water laundry cycles may be dictated by the facility standards or by other regulation.
8. Regardless of whether hot or cold water is used for washing, the temperatures reached in drying provide additional significant micro biocidal action.
9. Dryer temperatures and cycle times are dictated by the material in the fabrics. Man-made fibers (i.e., polyester and polyester blends) require shorter times and lower temperatures.

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Appendix A11: Waste Receptacle Cleaning Procedure

(Return to Table of Contents: Appendix A)

Waste Receptacle Cleaning

This procedure covers the cleaning instructions for both small and large waste receptacles.

Materials and Equipment

The **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

General Guidelines

It is presumed in this guideline that the waste containers are empty.

Cleaning Small Waste Receptacles

1. Prepare the cleaning solution as directed.
2. Wipe the inside and the outside of the receptacle with a cloth and cleaning solution to remove any debris, dirt, or smudges.
3. Place a new liner in the receptacle.
 - a. Do not place multiple liners in the bottom of the trash can. Excess liners may become contaminated and have to be disposed of which can be costly. Check with your manager for recommendations.

Cleaning Large Waste Receptacles

Leak-proof containers prevent contamination of the environment. Color coding and/or labeling alert personnel and others to the waste recyclables purpose, such as recycle hazardous waste or general use.

1. Clean large waste receptacles in a designated area.
2. Prepare the cleaning solution as directed.
3. Scrub the inside and outside of the waste receptacle with cleaning solution. Remove all debris, dirt, and smudges.
4. Wash the inside and outside of the lid.
5. If there are wheels, clean the wheels and re-oil if necessary.
6. Wipe the receptacle dry.

Appendix A12: Preparing and using an Electrostatic Sprayer
(Return to Table of Contents: Appendix A)

This procedure covers the procedures for preparing an Electrostatic Sprayer. Always refer to operation manual for safety and use instructions. Below instructions are for Protexus or Victory Electrostatic Sprayers. Be sure to only use EPA Registered Disinfectants that have been approved for use in battery operated sprayers and are on the [CDC's List N approved products for use against COVID19](#). Check with manufacturer for details. Keep in mind that the Electrostatic Sprayer is a device used to disperse the disinfectant in a manner that will allow for better surface coverage than traditional means such as manual trigger sprayers and is not a disinfectant, however when paired with the proper disinfectant can be a highly effective tool to increase productivity and surface coverage. Use of an Electrostatic sprayer is an optional tool.

Procedure for Preparing an Electrostatic Sprayer

Below instructions are for Protexus or Victory Electrostatic Sprayer

Handheld Electrostatic Sprayers

1. Place battery on electric charger until fully charged.
2. For handheld sprayers, remove tank from sprayer. Rotate the dial of the tank towards the unlock position. Pull the tank release ring and carefully remove the tank. Hold onto the tank while pulling the tank or the tank may fall. Fill the tank using the manual pump on a 5 gallon pail or 1 gallon bucket.
3. To replace the tank, place the tank on a flat surface, and align the grooves of the tank with the sprayer. Insert the tank into the sprayer until you hear a click of the release ring locking back into place. Rotate the dial of the tank lock towards the lock position to secure the tank in place.
4. Insert charged battery onto unit, be sure it is locked in place.
5. Turn on the electrostatic component by sliding it to the "on" position.
6. To ensure optimal electrostatic performance, always keep your hand firmly wrapped around the handle and in contact with the ground strap. Keep a distance of 2-3 feet from desired surface.
7. Pull the trigger and spray.
8. **BE SURE TO MONITOR DWELL TIMES AND ADJUST DISTANCE, ETC. IF NEEDED.**

Backpack Electrostatic Sprayers

1. For backpack sprayers, unlatch the tank lock from backpack by lifting upward from backpack base.
2. Fill the tank before placing back into backpack housing.
3. Insert charged battery onto unit, be sure it is locked in place and the housing unit is closed to prevent battery from getting wet.
4. To ensure optimal electrostatic performance, always keep your hand firmly wrapped around the handle and in contact with the ground strap. Keep a distance of 2-3 feet from desired surface.

5. Pull the trigger and spray.
6. BE SURE TO MONITOR DWELL TIMES AND ADJUST DISTANCE, ETC. IF NEEDED.

Care Instructions

1. Never store the sprayer with product in the tank. Remove tank, prior to storing the sprayer and use the tank lid to seal any remaining liquid.
2. Regularly flush the sprayer and nozzle by filling the tank with warm water and spraying nozzle for approximately 30 seconds.
3. After each use, evacuate/purge liquid fully from sprayer tubing prior to storing. Wipe nozzle area dry after each use.
4. Recharge battery as needed. Remove from sprayer when storing.

ABOLISH

Appendix A13: Routine Inspections "Policing" of Public Areas
(Return to Table of Contents: Appendix A)

This procedure covers the procedures for routinely inspecting public and common areas.

General Policing Procedure

Make rounds through the corridors, entrance, and stairwells of your assigned areas at the beginning and end of your shift.

1. Pick up debris, spot clean walls, glass, and floors. Vacuum or spot mop as needed.
2. Police building exterior for debris and spills.
3. Straighten walk off mats.
4. Spot clean entrance glass. Remove fingerprints, smudges, and other marks.
5. Straighten furniture.
6. Empty waste receptacles that are more than half-full. Damp wipe and reline receptacles.
7. Wipe water fountains to remove water marks, or other stains.
8. Report carpet and/or furniture stains to your supervisor. Use a putty knife to gently scrape gum or other debris off the tile floors. If spills or gum are found on carpet, immediately blot up the spill.

Seating Areas and Elevators

Perform the duties listed in the General Policing Procedure and the following:

1. Spot clean tabletops.
2. Spot clean elevator panels, buttons, and cars.

Public Restrooms

Public restrooms should be police cleaned as assigned or at the beginning and end of your shift and inspected before each break to ensure they are presentable.

Perform the duties listed in the General Policing Procedure and the following:

1. Check and replenish paper and soap dispensers as needed.
2. Pick up debris and empty trash.
3. Spot clean sinks, counters, floors, toilets, and urinals.

Food Service Area

Police the food service areas after extended break periods.

1. Empty waste receptacles that are more than half-full. Damp wipe and reline receptacles.
2. Check vending machines for stains, spills, fingerprints. Damp wipe as needed.
3. Remove any debris from the tops of the vending machines.
4. Check tabletops and remove any debris.
5. Spot damp wipe stains and spills.
6. Spot clean floor or carpet as necessary.
7. Straighten out-of-place furniture.

Appendix A14: Proper Use and Donning of Personal Protective Equipment (PPE)
(Return to Table of Contents: Appendix A)

Always review manufacturer's recommendations and instructions for PPE when using cleaning products. Examples of PPE are gloves, respirators, gowns, shoe coverings, etc. Additionally, when cleaning an area for COVID response it is especially important to protect yourself.

The CDC has prepared an infographic for the sequence for donning Personal Protective Equipment (PP) which can be found on the [CDC's website](#).

How to Put On (Don) PPE Gear

More than one donning method may be acceptable. Below is one example of donning. Identify and gather the proper PPE to don. The type of PPE used will be based on the level of precautions required.

1. Gown
 - Fully cover torso from neck to knees, wrists to end of wrists and wrap around the back. Fasten in back of neck and waist.
2. Mask or Respirator
 - Secure ties or elastic bands at middle of head and neck.
 - Fit flexible band to nose bridge.
 - Fit snug to face and below chin.
 - Fit-check respirator.
3. Goggles or Face Shield
 - Place over face and eyes and adjust to fit.
4. Gloves
 - Extend over wrist of isolation gown.

Special Notes

1. Keep hands away from face.
2. Avoid surfaces touched.
3. Change gloves when torn or heavily soiled.
4. Perform hand hygiene.

How to Take Off (Doff) PPE Gear

More than one doffing method may be acceptable. Below is one example of doffing. The type of PPE used will vary based on the level of precautions required.

1. Remove gloves.
 - Ensure glove removal does not cause additional contamination of hands. Gloves can be removed using more than one technique (e.g., glove-in-glove or bird beak).
2. Remove gown.
 - Untie all ties (or unsnap all buttons). Some gown ties can be broken rather than untied. Do so in gentle manner, avoiding a forceful movement. Reach up to the shoulders and carefully pull gown down and away from the body. Pulling the gown down is an acceptable approach. Dispose in trash receptacle. *
3. Personnel may now exit room.
4. Perform hand hygiene.
5. Remove face shield or goggles.
 - Carefully remove face shield or goggles by grabbing the strap and pulling upwards and away from head. Do not touch the front of the shield or goggles.
6. Remove and discard respirator (or facemask instead of respirator). Do not touch the front of the respirator or facemask.*
 - Respirator: Remove the bottom strap by touching only the strap and bring it carefully over the head. Grasp the top strap and bring it carefully over the head, and then pull the respirator away from the face without touching the front of the respirator.
 - Facemask: Carefully untie (or unhook from the ears) and pull away from face without touching the front.
7. Perform hand hygiene after removing the respirator/facemask and before putting it on again if your workplace is practicing reuse.*

Appendix A15: Protocols for response to suspected or confirmed COVID19 cases
(Return to Table of Contents: Appendix A)

1. Close off areas used by the person who is sick.
2. Open outside doors and windows to increase air circulation in the area.
3. Wait 24 hours before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
4. ***Don all required PPE*** including but not limited to gloves, gowns, mask or respirator, goggles or face shield and shoe coverings.
5. Clean and disinfect all areas used by the person who is sick, such as offices, bathrooms, common areas, shared electronic equipment like tablets, touch screen keyboards, remote controls, and ATM machines with Bioesque.
6. Vacuum the space if needed (see *CDC's response to "Is it safe to vacuum in a school, business, or community facility after someone with suspected or confirmed COVID-19 is present"*).
7. Use vacuum equipped with high-efficiency particulate air (HEPA) filter if available.
8. Do not vacuum a room or space that has people in it. Wait until the room or space is empty to vacuum, such as at night, for common spaces, or during the day for private rooms.
9. Consider temporarily turning off room fans and the central HVAC system that services the room or space, so that particles that escape from vacuuming will not circulate throughout the facility.
10. Once area has been appropriately disinfected, it can be opened for use.
11. ***Doff all required PPE*** including but not limited to gloves, gowns, mask or respirator, goggles or face shield and shoe coverings.
12. Workers without close contact with the person who is sick can return to work immediately after disinfection.
13. If more than 7 days since the person who is sick visited or used the facility, additional cleaning and disinfection is not necessary.
14. Continue routine cleaning and disinfection. This includes everyday practices that businesses and communities normally use to maintain a healthy environment.
15. Properly dispose of items in separate waste bags and immediately disposed of.
16. Mops and cloths that are to be laundered should be placed in a labeled non-mesh laundry bag to prevent cross contamination and exposure from handling. Refer to ***Laundering & Washing Procedure*** for reusable cloth or microfiber items.

Appendix B1: Procedures for Cleaning and Disinfecting Common Areas, Offices and Conference Rooms
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of common area, offices and conference rooms.

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Common Areas, Offices and Conference Rooms

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for completion of all below tasks.
3. Start at entry door and work your way around the room in a clockwise direction.
4. Empty waste receptacles.
5. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
6. Frequently change to clean cloth and/or disposable towels or wipers to prevent cross contamination.
7. Wipe all light switches, door knobs and other touch points.
8. Spot clean the walls to remove any dirt, fingerprints and smudges.
9. Spot clean furniture.
10. Spot clean glass, preferably with a microfiber cloth or a soft, dry cloth, leaving a clean, streak-free surface.
11. Spot clean front of filing cabinets; remove fingerprints.
12. Clean telephone and receiver with Bioesque paying special attention to ear and mouthpiece.
13. Disinfect all touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
14. Mop and wax mop hard floors with #72C Light Duty or #64H/#364 Disinfectant, if applicable. Spot vacuum floor, if applicable.
15. Turn off air vents and lock door.
16. Disinfect light switch and door knob with Bioesque after turning light off and locking door, spray and dwell for 4 minutes and wipe with paper towels or allow to air dry.
17. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Appendix B2: Procedures for Cleaning and Disinfecting Classrooms/Instructional Areas
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of classrooms & instructional areas.

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Classrooms/Instructional Areas

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for complete cleaning below tasks.
3. Start at entry door and work your way around the room in a clockwise direction.
4. Check light bulbs and replace as necessary.
5. Close and lock all windows, set blinds at half open.
6. Refill paper towel and hand soap dispenser, if applicable.
7. Empty pencil sharpener.
8. Pick up any trash on desks, tables and floor surfaces.
9. Empty recycle container and wash basket and replace liner.
10. Arrange all furniture as needed.
11. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
12. Frequently change to clean cloth and/or disposable towels or wipers to prevent cross contamination.
13. Clean all desk and table tops with Bioesque.
14. Clean sink and counter tops, if applicable.
15. Clean paper towel and hand soap dispenser with Bioesque.
16. Clean all touch points that are visibly soiled with #72C Light Duty. This includes but is not limited to door handles, etc.
17. Clean glass in door with #72C Light Duty, if applicable.
18. Disinfect all touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
19. Damp mop and spot mop hard floors with #72C Light Duty or #64H/#364 Disinfectant, if applicable.
20. Vacuum carpets, if applicable.
21. Turn off all lights and lock door.
22. Disinfect light switch and door knob with Bioesque after turning light off and locking door, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
23. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Appendix B3: Procedures for Library and Media Center
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of Library and Media Center

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Library and Media Center

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for completing the below tasks.
3. Remove trash liners from trash receptacles for disposal and replace all trash liners.
4. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically stated.
5. Frequently change to clean cloth and/or disposable towels or wipers to prevent cross contamination.
6. Dust all horizontal surfaces with treated dust cloth or duster. (Do not move items on desks).
7. Erase the chalkboard/whiteboard with eraser at the location. Dust the top of the chalkboard/whiteboard frame. Wash the complete chalkboard with a clean cloth dampened with clear water. Clean the whiteboard using a clean cloth dampened in whiteboard cleaning solution. Use a clean, dry cloth and dry the entire chalkboard/whiteboard.
8. Clean any wood furniture with furniture polish. (Do not move items on desk.)
9. Spray furniture polish on clean cloth, wipe and polish furniture surfaces.
10. Spot clean door, door handles, light switches, trash receptacles, walls, etc. with Bioesque
11. Spray, wipe and disinfect surfaces with Bioesque. When cloth becomes soiled rinse with clean water or replace with clean cloth.
12. Spot clean glass interior windows with #72C Light Duty and a soft, dry cloth, leaving a clean, streak-free surface.
13. Using a trigger sprayer of #72C Light Duty, spray clean cloth and spot clean any soiled area of a mirror/glass surface and polish mirror or glass surface until dry.
14. Disinfect all touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
15. Vacuum carpet, if applicable.
16. Dust mop and spot mop hard floors with #72C Light Duty or #64H/#364 Disinfectant, if applicable.
17. Turn off all lights and lock door.
18. Disinfect light switch and door knob with Bioesque after turning light off and locking door, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
19. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Appendix B4: Procedures for Cleaning and Disinfecting Restrooms
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of Restrooms.

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Restrooms

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for complete cleaning below tasks.
3. Inspect for urine and/or other hard stains and pretreat with #72C Heavy Duty and allow product to dwell.
4. High dust the ceiling, then top of light and horizontal surfaces above shoulder height using a microfiber high duster with extension handle.
5. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps. Product specific instructions noted.
6. Damp wipe the restroom following the **Damp Wiping Frequently Touched Surfaces Procedure**.
7. Frequently change clean cloths and/or disposable towels or wipers to prevent cross contamination.
8. Damp wipe the horizontal and possibly soiled vertical surfaces, working from the top, moving down and working left to right with #72C Light Duty.
9. Spray and wipe high touch areas, such as door knobs, push plates, window sills, light switches, the wall area around light switches, and the wall area around trash cans to remove all visible soil with Bioesque.
Always use a clean side of the cloth for the final pass over the surface.
10. Check and refill dispensers (soap, paper towel, toilet paper, and seat covers).
11. Clean and refill the soap dispenser. Pay particular attention to the soap dispenser trigger. Look for soap spillage on the walls and the floor. Clean the outside of dispensers and check the products to see if they need refilling. Then clean the inside of the dispenser prior to refilling and leave open to dry.
12. Remove your gloves and replace with dry gloves to prevent contamination of clean paper goods.
13. Refill hand soap, toilet paper, and paper towel dispensers.
14. Empty garbage including sanitary napkin receptacles and replace liners.
15. Sweep floor and remove paper, hair, and dust.
16. Add #72C Heavy Duty to all urinals and toilets and allow to work.
17. Clean mirrors and dispensers with #72C Light Duty.

18. Damp wipe the wall and shelf below the mirror. Clean both the top and underneath part of the shelf. Be very careful of sharp edges.
19. As you clean from the mirror to the sink look for spots on the wall and clean if visibly soiled.
20. Clean sinks and chrome faucets with #72C Medium Duty by beginning with the inside of the bowl. Pay particular attention to the metal drain at the base of the sink and the overflow drain at the front of the bowl. Again, be very careful of sharp edges.
21. Damp wipe the top of the sink with Bioesque. Wipe down all the fixtures, chrome, and porcelain on the sink. This will remove any water spots caused by the minerals in the water.
22. Polish all chrome fixtures to a streak free appearance by using a dry paper towel, clean cloth, or microfiber cloth.
23. Use your hand pad to remove mineral deposits from the base of the faucet fixtures. Pay particular attention to the lip under the sink for soap scum buildup.
24. Damp wipe the pipes underneath the sink.
25. Using cotton bowl mop, clean urinals and toilet bowls and base of toilet bowl with #72C Medium Duty.
26. Clean toilet seats and spot clean all partition walls with #72C Medium Duty.
27. Damp wipe the flush handle, chrome pipe, and outside the base of the toilet with #72C Medium Duty.
28. Pay attention to carefully cleaning the wall marks around the flush handles, the outside and underside contour of the toilet and the base of the toilet at the floor, to prevent buildup. Remove any visible soil on the top and bottom of the toilet seat, using a damp cloth. Remember that the bowl mop must only be used inside the toilet and never touch any other surface with the bowl mop.
29. Use bathroom cleaner to remove oil and mineral deposits from the inside of the toilet. Pay careful attention to the underside of the toilet lip.
30. Use a hand pad padded with an enzyme cleaner for mineral deposits and rings that are not removed with the bowl brush and bathroom cleaner.
31. Clean the bowl mop by flushing the toilet and agitating, moving the water to flush out visible soil in the bowl. Tap on the side of the toilet to remove excess water and carefully place the bowl mop back into the caddy over the toilet to prevent dripping on surfaces outside of the toilet.
 Make your hand pads with a clean damp cloth.
 Thoroughly dry the toilet seat if there's a chance that a person may sit on the toilet seat before it can dry through evaporation. The chemical residue can cause skin irritation.
 Under no circumstances do you use the bowl mop to clean anything but the inside of the toilet.
34. Clean chrome fixtures on all urinals and toilets with #72C Medium Duty.
35. Disinfect all dispensers and touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
36. After the rest of the restroom is cleaned, clean the restroom floor. Start in the far corner of the restroom and work your way to the entrance, starting with dust mopping, preferably with a microfiber flat mop over a dry or chemically treated cotton mop. When using a microfiber flat mop, use a continuous motion, without lifting the mop from the floor.
37. Typically begin next to the wall. When turning, pivot so that the leading edge remains the same. Overlap the previous mopped path by 2 to 4 inches to ensure complete

coverage. When completely finished, pick up the collected debris using a counter brush, or lobby broom and dustpan. When the Microfiber mop no longer attracts soil, it will need to be laundered.

38. Damp mop the floor with #72C Light Duty or #64H/#364 Disinfectant. A Wet Floor sign should already be at the entrance before you begin. Start with the corner furthest from the door and work your way up the door. Inspect the room. Report any needed repairs or project cleaning (e.g. replace broken tile, or deep clean tile and grout.)
39. Flush the floor drain with clean water, if necessary.
40. Check your work to ensure all steps were performed.
41. Remove your protective gloves and wash your hands thoroughly.
42. Clean all of the equipment and store it neatly.
43. Refer to Laundering & Washing Procedure for reusable cloth or microfiber items.

Shower or Tub (if applicable)

1. Clean the tub with the same process as the inside of the sink.
2. Check the shower wall for soap scum. Clean all shower walls and floor each day if used. Use the damp wiping solution of bathroom cleaner to remove the soap scum buildup.
3. The final damp wipe pass of the surface should be performed with a disinfectant damp wiping solution.
4. If the showers have partitions, damp wipe the top and sides of the partition. Close the door to each shower and make sure it is clean.
5. Check the shower curtain for damage and/or mold. If replacement is need, report to supervisor.

ABOLISHED

Appendix B5: Procedures for Cleaning and Disinfecting Cafeterias and Break Rooms
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of Cafeterias & Break Rooms.

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Cafeterias and Break Rooms

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for complete cleaning below tasks.
3. Use Enviro-Solutions #72C and/or Bioesque with a microfiber mop or a soft dry cloth to complete below steps unless product specifically notes.
4. Frequently change to clean cloths and/or disposable towels or wipers to prevent cross contamination.
5. Kitchen staff is usually responsible for the cleaning of the tables and chairs. Check with your manager for your facility.
6. Use Bioesque to disinfect touch points throughout area. Bioesque is safe for food contact surfaces.
7. Damp mop the service area with #72C Light Duty or #64H/#364 Disinfectant.
8. Turn off all lights.
9. Disinfect light switch and door knob with Bioesque after turning light off and locking door, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
10. Refer to **Laundry and Washing Procedure** for reusable cloth or microfiber items.

Appendix B6: Procedures for Cleaning and Disinfecting Kitchens
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of Kitchens. Private food service companies may have their own procedures. Below guidance may differ from their protocols.

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Kitchens

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for completing the below tasks.
3. Use Bioesque to disinfect touch points throughout kitchen. Bioesque is safe for food contact surfaces.
4. Frequently change to clean cloth and/or disposable towels or wipers to prevent cross contamination.
5. Kitchen staff is usually responsible for the cleaning of the cooking equipment. Check with your manager for your facility.
6. Be sure to use Food Grade and/or Food Safe cleaners, sanitizers and disinfectants.
7. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

After Each

1. Sweep and mop the kitchen floor with #72C Light Duty or #64H/#364 Disinfectant.
2. Disinfect all touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towel or allow to air dry.

Appendix B7: Procedures for Cleaning and Disinfecting Athletic Areas, Gymnasiums and Fitness Centers
(Return to Table of Contents: Appendix B)

This procedure covers the daily cleaning instructions for the cleaning of athletic areas, gymnasiums and fitness centers.

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:

Bioesque Botanical Disinfectant

Enviro-Solutions #64H Neutral Disinfectant Cleaner or

Enviro-Solutions #364 Neutral Disinfectant

Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Gymnasiums

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for completing the below tasks.
3. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
4. Frequently change to clean cloths and/or disposable towels or wipers to prevent cross contamination.
5. Clean all sinks and hoppers.
6. Dust mop under all seats and under shelving.
7. Clean counter tops.
8. Spot clean glass on exterior windows with #72C Light Duty and a soft, dry cloth, leaving a clean, streak-free surface.
9. Perform the **Restroom Cleaning and Shower Cleaning procedure (if applicable)**.
10. Clean gym floor following the procedures.
11. Leave the Wet Floor Sign in place until floor is dry.
12. Inspect the room from:
 - a. Check that furnishings are in the proper locations
 - b. Report any needed repairs
 - c. Correct any deficiencies
13. Clean the equipment and store in an orderly fashion.
14. Disinfect all touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
15. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Procedures for Locker Rooms

1. Perform the **7 Steps Cleaning Process**.
2. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
3. Frequently change to clean cloths and/or disposable towels or wipers to prevent cross contamination.
4. Follow the **Restroom Cleaning Procedure**.

5. Clean tops of all lockers.
6. Remove and dispose of papers and clutter from tops of lockers.
7. Pick up dirty left-over student items left on floor and place in soiled linen hamper, or turn into lost and found.
8. Remove soiled linen bag, clean the linen frame and replace with new liner.
9. Due to occupants taking showers and walking on floors with bare feet, mop the floor with #64H/#364 Disinfectant.
10. Pay particular attention to soap scum and mineral deposit build-up on shower walls, floors, and between shower partitions.
11. Disinfect all touch points with **Bioesque**, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
12. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Procedures for Weight Rooms

1. Perform the **7 Steps Cleaning Process**.
2. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
3. Frequently change to clean cloths and/or disposable towels or wipers to prevent cross contamination.
4. Damp wipe equipment to remove visible soils.
5. Disinfect all equipment including mats, weights, and strength training devices with Bioesque.
 - a. If available, Use **Electrostatic Sprayer** to apply Bioesque to all equipment including mats, weights, and strength training devices.
6. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Gymnasium Special Event Cleaning

This procedure covers the cleaning instructions for the cleaning of gymnasiums after special events.

Procedure

1. Perform the **7 Steps Cleaning Process**.
2. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
3. Frequently change to clean cloths and/or disposable towels or wipers to prevent cross contamination.
4. Place the Wet Floor signs in the appropriate location.
5. Ensure bleachers are open and locked.
6. Using an electric blower according to manufacturer's instructions, blow the loose debris off of the bleachers to the floor.
7. Remove gum or other stuck-on foreign objects with a putty knife.
8. Use #72C Heavy Duty and a cleaning cloth to remove heavy soiled spots from bleachers.
9. Damp mop the bleachers with **Bioesque**.
10. Return the bleachers to the closed and locked position.
11. Dust mop the debris from the gym floor.

12. Disinfect all touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
13. Use the auto scrubber with a red floor pad and #72C Light Duty to scrub the gym floor.
14. Leave the Wet Floor sign in place until floor is dry.
15. Inspect the room:
 - a. Check that all furnishings are in the proper locations
 - b. Report any needed repairs
 - c. Correct any deficiencies
16. Clean the equipment and store in an orderly fashion.
17. Refer to Laundering & Washing Procedure for reusable cloth or microfibre items.

ABOLISHED

Appendix B8: Procedures for Cleaning and Disinfecting Visitor and Contractor Areas
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of Visitor and Contractor Areas.

Materials and Equipment

Use the Clean Cart Setup plus the following items:

- Bioesque Botanical Disinfectant
- Enviro-Solutions #64H Neutral Disinfectant Cleaner or
- Enviro-Solutions #364 Neutral Disinfectant
- Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Visitor & Contractor Areas

1. Prepare cleaning solutions as directed.
2. Utilize the 7 Steps Cleaning Process for completing the below tasks.
3. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specific notes.
4. Frequently change to clean cloths and/or dispose of towels or wipers to prevent cross contamination.
5. Damp wipe all horizontal surfaces with #72C Light Duty, including tables, chairs and counters.
6. Spray all tables, chairs, touch points with Bioesque, including objects used for signing in/out. Spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
7. Refer to Laundering & Washing Procedure for reusable cloth or microfiber items.

ABOLISHED

Appendix B9: Procedures for Cleaning and Disinfecting Transportation/Vehicles
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of Transportation/Vehicles.

Materials and Equipment

Bioesque Botanical Disinfectant
Enviro-Solutions #64H Neutral Disinfectant Cleaner or
Enviro-Solutions #364 Neutral Disinfectant
Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Transportation/ Vehicles

1. Prepare cleaning solutions as directed.
2. Utilize the ***7 Steps Cleaning Process*** for completing the bus.
3. Use Enviro-Solutions #72C and/or Bioesque with microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
4. Frequently change to clean cloths and/or disposable towels/wipers to prevent cross contamination.
5. For busses, walk entire bus and remove all debris or personal belongings.
6. Remove graffiti with #72C Heavy Duty.
7. Spray glass with Bioesque and wipe with a microfiber rag or a soft dry cloth leaving a clean, streak free surface.
8. Disinfect seats and all touch points with Bioesque, spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
9. Refer to ***Laundering/Washing Procedure*** for reusable cloth or microfiber items.

Appendix B10: Procedures for Cleaning and Disinfecting Outside Areas and Playgrounds
(Return to Table of Contents: Appendix B)

This procedure covers the cleaning of Outside Areas. Although the CDC guidance is that "Outdoor areas, like playgrounds in schools and parks generally require normal routine cleaning, but do not require disinfection", it would be proactive to include a cleaning and disinfection plan for high touch areas such as play equipment if children are allowed to use said equipment. As such, we recommend using the safest possible cleaning and disinfection products to be proactive.

Materials & Equipment

Bioesque Botanical Disinfectant
Enviro-Solutions #64H Neutral Disinfectant Cleaner or
Enviro-Solutions #364 Neutral Disinfectant
Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner

Procedures for Playground Areas

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for completing the below tasks.
3. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
4. Frequently change to clean cloth and/or disposable towels or wipers to prevent cross contamination.
5. Inspect and remove trash or debris.
6. Inspect for graffiti. Document for reporting purposes, then use #72 Heavy Duty to remove graffiti.
7. High touch surfaces made of plastic or metal, such as grab bars and railings should be cleaned routinely.
8. Cleaning and disinfection of wooden surfaces (play structures, benches, tables) or ground covers (mulch, grass) is not recommended.
9. Refer to **Laundry/Washing Procedure** for reusable cloth or microfiber items.

Procedures for Sidewalks and Roads

Spread of COVID-19 from these surfaces is very low and disinfection is not effective.

Appendix B11: Procedures for Cleaning and Disinfecting Corridors
(Return to Table of Contents: Appendix B)

This procedure covers the daily damp wiping of all items in a corridor.

Materials and Equipment

Use the **Clean Cart Setup** plus the following items:
Enviro-Solutions #72C Hydrogen Peroxide Multi-Purpose Cleaner
Enviro-Solutions #64H Neutral Disinfectant Cleaner
Enviro-Solutions #364 Neutral Disinfectant
Bioesque Botanical Disinfectant

Procedure for Cleaning Corridors

1. Prepare cleaning solutions as directed.
2. Utilize the **7 Steps Cleaning Process** for completing the following tasks.
3. Use Enviro-Solutions #72C and/or Bioesque with a microfiber rag or a soft dry cloth to complete below steps unless product specifically noted.
4. Frequently change to clean cloths and/or disposable towels or wipers to prevent cross contamination.
5. Use both hands to remove liners from waste receptacles. Keep liners away from the body to prevent injury.
6. Damp wipe waste receptacles.
7. Insert new liners.
8. High dust everything above shoulder level: ceiling, lights, vents.
9. Do not high dust around people.
10. Spot clean walls with all-purpose cleaning solution to remove any dirt or smudges.
11. Spot clean glass and interior windows with glass cleaner and a soft, dry cloth, leaving a clean streak-free surface.
12. Damp wipe all picture frames in corridor using all-purpose cleaning solution.
13. Clean beneath any wall mounted heating registers for dust and debris.
14. Remove any embedded gum from carpet or flooring.
15. Spray tables, chairs, touch points with Bioesque, including objects used for signing and input. Spray and let dwell for 4 minutes and wipe with paper towels or allow to air dry.
16. Refer to **Laundering & Washing Procedure** for reusable cloth or microfiber items.

Use of this guidance document is at end users discretion. This document is not designed to replace existing district procedures or products.

Appendix 10 - Ventilation:

The following individual(s) is responsible for maintaining the HVAC system(s) and can certify that it is operating in accordance with the ventilation provisions of OSHA's COVID-19 ETS.	
Anthony Amniano, Supervisor of Buildings and Grounds	BHPS Board Office
Julie Kot, School Business Administrator	BHPS Board Office

The District is adhering to all CDC Ventilation Guidelines to the best of our ability that we are able. Health offices have been provided with additional air purifiers to provide an additional layer of prevention in these spaces.

ABOLISHED



Appendix 11 – Health Screening and Medical Management for Employees:

Employees self-monitor for symptoms prior to coming to work each day. They report any illness or need to call out via Frontline Absence Management. If a staff member is out and the absence reason is "Sick", the school nurse follows up to assess symptoms and provide direction based on The Road Forward documentation. All unvaccinated staff members are subject to mandated weekly screening as per Executive Order 253. The district maintains weekly records of all staff testing. Staff members have been provided with guidance on scenarios and how to code absences.

	Vaccinated	Unvaccinated
Positive Covid-19 Test	Isolate at home away from family members for at least 10 days after symptom onset or positive test results and at least 24 hours fever free without medications	Isolate at home away from family members for at least 10 days after symptom onset or positive test results and at least 24 hours fever free without medications
Close Contact to person with a confirmed positive Covid-19 Test	Individuals with no symptoms, no quarantine requirement should be tested 3-5 days after their exposure**, even if they don't have symptoms and wear a mask indoors and in public for 14 days following exposure or until their test result is	During High/Very High transmission levels, students/staff must quarantine for 14 days During Moderate/Low transmission levels, students/staff must quarantine for 10 days (or 7 days with a



	negative	documented negative test result collected at 5 to 7 days)****
		Someone who tested positive for COVID-19 with a viral test within the previous 90 days and has subsequently recovered and remains without COVID-19 symptoms does not need to quarantine
Staff Member Quarantine for confirmed positive Covid-19 OR an unvaccinated staff member quarantined as a **close contact	<p>The staff member will provide lesson plans for their classrooms using Google Classroom, etc. as consistent with other absences. A substitute teacher will support students in the classroom. Staff members will be charged sick days for these absences.</p> <p>Staff members who must care for family members with Covid-19 and/or family members who are required to quarantine must use family illness days or unpaid leaves. Families must Coronavirus Response Act (FFCRA) is no longer in effect.</p>	

Travel:

	Vaccinated	Unvaccinated
Staff Travel	***Domestic Travelers should wear a mask during travel.	***Domestic and International Travelers should wear a mask during travel and must be tested 3-5 days after their



	<p>International Travelers should wear a mask during travel and must be tested 3-5 days after their return**** and self-monitor for symptoms.</p>	<p>return.****</p> <p>***Domestic Travelers must quarantine for 3 full days (test on Day 3 & return on Day 4 with a negative test result) or return after 10 days without a test.</p> <p>International Travelers must quarantine for a full 7 days (even with a negative test) or 10 days without a test.</p> <p>Someone who tested positive for COVID-19 with a viral test within the previous 90 days and has subsequently recovered and remains without COVID-19 symptoms does not need to quarantine</p>	
<p>Staff members who are required to quarantine due to COVID-19, must use an unpaid leave. Families First Coronavirus Response Act (FFCRA) is no longer in effect.</p>			

ABOLISHED

If an employee is exposed to COVID-19 while at work, they are informed by the



school administrator. Based on the employees' vaccination status and symptomatology, the employees may be asked to isolate or quarantine, the length of which is determined by the protocols outlined in The Road Forward.

The school district will only allow employees who have been removed from the healthcare setting to return to work in accordance with the CDC's "Isolation Guidance" and "Return to Work Healthcare Guidance."

ABOLISHED



Appendix 12 – Medical Removal Protection Benefits:

Employees will receive benefits and pay in accordance with their contract while removed from the healthcare setting and not working remotely.

ABOLISH



Appendix 13 – Vaccinations:

All District employees are encouraged to speak to their healthcare provider about the benefits of vaccination. If they determine that they want to be vaccinated, the staff member may use a sick day and the District will provide coverage as paid time off for the staff member to go to the vaccination appointment. If a staff member experiences symptoms after vaccination, they are also encouraged to enter an absence into the absence management system until they are symptom free.

ABOLISHED



Appendix 14 – Training:

The District provides extensive video training via Safe Schools included but not limited to the following healthcare topics:

- Coronavirus 101
- Blood Borne Pathogen Exposure Prevention
- Common Illness Prevention
- Pest Management
- Asthma Awareness
- Concussion Awareness (all coaches and nurses)
- Glucagon and Epinephrine Auto-injection (as needed)
- Hemophilia Training
- Seizure Training

The District conducts periodic review sessions with all district healthcare professionals regarding the Covid screening, prevention, use of PPE, cleaning, disinfection, etc. All District policies are available through the District website and are located under the BOE tab.

The appointed District physician and the local health department consult with district administrators and healthcare professionals regarding all Coronavirus protocols and reporting procedures. They are available upon demand for all Covid-related questions as they relate to employees' job duties.



3422 RECOGNITION OF SERVICE

~~The Board of Education shall consider it appropriate to present a watch or other gift of equivalent value to members of the staff who are retiring after ten (10) or more years of continuous service and who are fifty-five (55) years or more of age.~~

~~When an organized dinner is held for the purpose of honoring retiring staff members, the Superintendent, Board Secretary/School Business Administrator, and those Board members who attend will be reimbursed for the cost of the dinner ticket.~~

(4250)

~~Adopted: 12 June 1967~~

~~Revised: 12 April 1982, 11 February 1991~~

Berkeley Heights Public School District

APPROVED PROGRAMS – GRADES PreK - 8

<u>GENERAL</u>	<u>Grade Level</u>
Creative Curriculum © for Preschool	Pre-K
Career Education	Pre-K - 8
World Languages	
Elementary Spanish	1 - 5
French 6	6
French 7	7
French Level 1	8
French Level 1 Honors	8
Italian 6	6
Italian 7	7
Italian Level 1	8
Italian Level 1 Honors	8
Latin 6	6
Latin 7	7
Latin Level 1	8
Latin Level 1 Honors	8
Spanish 6	6
Spanish 7	7
Spanish Level 1	8
Spanish Level 1 Honors	8
Integrated Language Arts	K - 5
Accelerated English	7, 8
Language Arts/Reading	6
Language Arts/Writing	6
English 7	7
English 8	8
Mathematics	K - 5
Math 6	6
Math 7	7
Math 8	8
Accelerated Math	6, 7
Algebra	7, 8
Geometry	8
Science	K - 5
6 th Grade Science	6
7 th Grade Science	7
8 th Grade Science	8
Accelerated Science	8
Social Studies	K - 5
Holocaust & Genocide	5
Sixth Grade Social Studies	6
Seventh Grade Social Studies	7
Eighth Grade Social Studies	8

APPROVED PROGRAMS – GRADES PreK – 8 (continued)

HEALTH and FAMILY LIFE

Grade Level

Comprehensive Health
Social Decision Making and Problem Solving

K - 8
2 - 8

ENRICHMENT

Grade Level

Gifted and Talented
QUEST

K - 5
4, 5

SPECIAL AREAS

Grade Level

Art
Adaptive Physical Education
Computer Education
Communication Skills
English Language Learners (ELL)
Enrichment
General Music
Guidance Program
Help Every Learner Program (HELP)
Instructional Review
Instructional Review (Basic Skills)
Instrumental Music
Library Media Center
Life Skills
Orchestra
Physical Education/Health/Safety
Occupational/Physical Therapy
Speech & Language
Student Assistance Program
Study Skills
Technology and STEM Education
Vocal Music

K - 8
K - 8
K - 8
6 - 8
K - 8
6 - 8
K - 8
K - 8
K - 3
6 - 8
K - 5
4 - 8
K - 12
6 - 8
4 - 8
K - 8
PreK - 8
K - 8
K - 8
K - 5
4 - 8
4 - 8

SPECIAL EDUCATION

Grade Level

Preschool Disabilities
Resource Center
Academic Support

PreK
K - 8
3 - 8

APPROVED PROGRAMS – GRADES 9-12

ART

Advanced Placement Art Portfolio
Ceramics and Three-Dimensional Forms
Computer Animation/Flash
Crafts
Digital Imaging
Drawing and Painting
Foundations in Studio Art
Graphics Design
Open Studio/Advanced Art
Photography 1
Photography 2
Printmaking and Commercial Art
Project Connect/Art
Web Design

BUSINESS EDUCATION

Advanced Accounting
Business Law
Business Management
Business Technology/Business Lab
Career Planning/Digital Portfolio
Entrepreneurship
Introduction to Accounting
Project Connect/Business

ENGLISH

Acting Workshop
Backstage Theatre Workshop
Advanced TV Production
Creative Writing
English 1
English 1 Honors
English 2
English 2 Honors
English 3
English 3 Honors
English 3 AP
English 4

ENGLISH (continued)

English 4 Honors
English 4 AP
English Strategies
Film Study
Film Study II
Introduction to Journalism
Introduction to Theatre Arts
Journalism Workshop - Newspaper
Journalism Workshop - Yearbook
Project Connect/English 1
Public Speaking
SAT/ACT Review Verbal
TV Production
Digital Media Marketing
Music and Lyrics: Societal Reflection and Influence
Mythology

FAMILY and CONSUMER SCIENCES

Everyday Gourmet
Fashion Trends and Clothing Design
Gourmet Cuisine
International Cuisine
Independent Living
Interior Decoration and Design
Project Connect/Family and Consumer Sciences
Strategies for Living

INTERDEPARTMENTAL and OTHERS

AP Capstone
Union County Vocational Technical School
Shared time programs
Self-contained program

APPROVED PROGRAMS – GRADES 9-12 (continued)

MATHEMATICS

Algebra 1
Algebra Concepts
Algebra 2
Algebra 2 Concepts
Algebra 2 Honors
Algebra 3 (Applied Math)
Calculus
Calculus AP AB
Calculus AP BC
Computer Science 1
Computer Science 2
Computer Science AP: Java
AP Computer Science Principles
Geometry
Geometry Concepts
Geometry Honors
Introduction to Java
Math Analysis
Math Analysis Honors
Math for Living
Math Strategies
Project Connect/Algebra 1
Project Connect/Geometry
SAT/ACT Review Math
Statistics AP/Discrete Mathematics
AP Statistics

MUSIC

Band Front
Band/Marching Band
Concert Band
Concert Choir
Jazz Improvisation
Music Theory and Technology
Music Theory AP
Orchestra
Percussion Workshop
Wind Ensembles

PHYSICAL EDUCATION/HEALTH

Health Education
Physical Education
Sports Medicine I
Sports Medicine II

SCIENCE

Anatomy and Physiology
Biology
Biology AP
Biology Honors
Chemistry
Chemistry AP
Chemistry Concepts
Chemistry Honors
Environmental Science
Environmental Science AP
Exploration of Mars
Forensic Science
Introduction to Astrophysics and Special Relativity
Marine Science
Physics
Physics AP C
Physics AP 1
Physics AP 2
Physics Concepts
Physics Honors
Project Connect/Biology

SOCIAL STUDIES

Advanced Human Behavior Honors
American Studies II
American Studies II Honors
Anthropology
Contemporary America
Contemporary America Honors
Criminal Justice
Current World Issues
European History AP
Holocaust/Genocide
Human Behavior

APPROVED PROGRAMS – GRADES 9-12 (continued)

SOCIAL STUDIES (continued)

Introduction to Economics
AP Economics: Micro and Macro
Leadership
Project Connect/World History & Culture
Sociology
Sports and the American Experience
U.S. History AP I - Early
U.S. History AP II - Modern
World History & Culture
World History & Culture Honors

**TECHNOLOGY/INDUSTRIAL ARTS
EDUCATION**

Advanced CADD
Advanced Electronics
Advanced Woodworking
Applied Technology
Fine Metal Working
Introduction to CADD
Introduction to Electronics
Introduction to Technology
Introduction to Woodworking
Project Connect/Technology-Industrial Arts

WORLD LANGUAGES

French 1
French 2
French 2 Honors
French 3
French 3 Honors
French 4
French 5 AP
Italian 1
Italian 2
Italian 2 Honors
Italian 3
Italian 3 Honors
Italian 4
Italian 5 AP
Latin 1

WORLD LANGUAGES (continued)

Latin 2
Latin 2 Honors
Latin 3
Latin 3 Honors
Latin 4
Latin 5 AP
Spanish 1
Spanish 2
Spanish 2 Honors
Spanish 3
Spanish 3 Honors
Spanish 4
Spanish 5 AP

American Sign Language 1
American Sign Language 2
American Sign Language 3

PROGRAMS

English Language Learners (ELL)
Guidance
Speech & Language
Student Assistance

APPROVED PROGRAMS – GRADES 9-12 (continued)

SPECIAL EDUCATION

RESOURCE CENTER

Academic Strategies 1
Academic Strategies 2
Academic Strategies 3
Academic Strategies 4
Algebra
Algebra 2 Concepts
American Studies II
Biology
Chemistry Concepts
Contemporary America

Geometry Concepts
English 1
English 2
English 3
English 4
Environmental Science
Physics Concepts
World History and Culture

SELF-CONTAINED DEAF and HARD OF HEARING

Algebra 1
American Studies
Biology
Chemistry Concepts
Contemporary America
English 9
English 10
English 11
English 12
Environmental Science
Geometry Concepts

Health 1
Health 2
Health 3
Health 4
Math for Living
Reading 1
Reading 2
Reading 3
Reading 4
World History and Culture

SELF-CONTAINED LANGUAGE LEARNING DISABLED (LLD)

Algebra
American Studies II
Biology
Chemistry Concepts
Contemporary America
English 1
English 2
English 3
English 4
Environmental Science
Geometry Concepts

Life & Vocational Strategies 1
Life & Vocational Strategies 2
Life & Vocational Strategies 3
Life & Vocational Strategies 4
Life & Vocational Strategies 5
Life & Vocational Strategies 6
Math for Living
Reading 1
Reading 2
Reading 3
Reading 4
World History and Culture

ATTACHMENT A

**Berkeley Heights Public Schools
Office of the Superintendent
June 27, 2017**

Professional Development Days

<u>Name</u>	<u>Event</u>	<u>Date(s)</u>	<u>Cost</u>
Corley-Hand, Anne	“Picture Perfect Science: Train The Trainer” St. Louis, MO	7/18/2017- 7/19/2017	\$2,100.00
DiMaggio, Lisa	“AP Spanish Language and Culture: Rutgers Summer Advanced Placement Institute” Rutgers, The State University New Brunswick, NJ	8/7/2017- 8/10/2017	\$1,200.00
DeLorenzo, Troy Nichnadowicz, Robert Rafferty, Kevin	“Chromebook Deep-Dive Workshop” Parsippany, NJ	7/25/2017	\$725.00 total
Rattner, Judith	“New Jersey Association of School Administrators Techspo” Atlantic City, NJ	1/25/2018- 1/26/2018	\$500.00
Rattner, Judith	“American Association of School Administrators National Conference” Nashville, TN	2/12/2018- 2/17/2018	\$2,500.00
Rattner, Judith	“New Jersey Association of School Administrators Spring Conference” Atlantic City, NJ	5/16/2018- 5/18/2018	\$800.00
Skara, Mike	“Google Certification Academy” Voorhees, NJ	7/10/2017- 7/11/2017	\$402.00

BERKELEY HEIGHTS BOARD OF EDUCATION

RESOLUTION

WHEREAS, Leah Saifi is a resident of Mountainside, New Jersey and is a Senior at Governor Livingston High School in Berkeley Heights, and

WHEREAS, Leah is a member of the Governor Livingston High School Track and Field Team; and is coached by Head Coach Daniel Guyton and Assistant Coach Gregory Dunkerton; and

WHEREAS, Leah became the 2017 Girls Pole Vault Winner at the NJSIAA Track and Field Meet of Champions held at Northern Burlington Regional High School; Leah earned the win on jumps clearing 12-6 on her first attempt; and

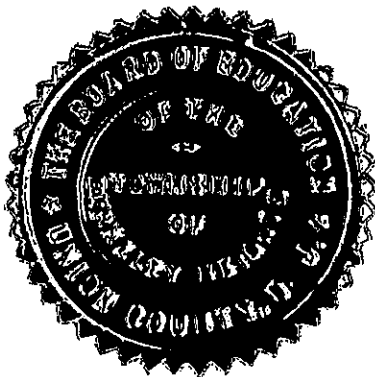
WHEREAS, Leah's victory came after suffering an injury during the indoor track and field season and despite her injury was able to get back with her team in time for the Penn Relays, and has now won the state title with her skill and determination; and

WHEREAS, the Berkeley Heights Public Schools community is very proud of the accomplishments of this outstanding student-athlete;

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education members applaud the outstanding accomplishments of Leah Saifi during this 2017 Outdoor Track and Field season; and

BE IT RESOLVED that a copy of this Resolution will be submitted to the Admissions Office of Northeastern University in Boston, Massachusetts where Leah will begin her undergraduate studies in the fall.

Signed and sealed, this, the twenty-seventh day of June, of the year Two-Thousand Seventeen.



Doug Reinstein, President
Board of Education

Judith A. Rattner
Superintendent of Schools

BERKELEY HEIGHTS BOARD OF EDUCATION

RESOLUTION

WHEREAS, Victoria Vanriele is a resident of Berkeley Heights, New Jersey and is a Freshman at Governor Livingston High School in Berkeley Heights; and

WHEREAS, Victoria is a member of the Governor Livingston High School Track and Field Team; and is coached by Head Coach Daniel Guyton and Assistant Coach Lisa Dhaibar; and

WHEREAS, Victoria achieved being the 2017 NJSIAA Track and Field Meet of Champions Winner in the 800 meter race with a time of 2:08.18 held at Northern Burlington Regional High School; and attained her first career outdoor title; and led the race wire-to-wire, setting the pace early while never relinquishing her lead in a loaded field of mid-distance star seniors; and, in addition to this achievement, Victoria won the 800m and 1600m at the NJSIAA Group Championships; and

WHEREAS, the Berkeley Heights Public Schools community is very proud of the accomplishments of this outstanding student-athlete;

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education members applaud the outstanding accomplishments of Victoria Vanriele during this 2017 Outdoor Track and Field season; and

BE IT RESOLVED that this signed and sealed resolution be presented to Victoria Vanriele.

Signed and sealed, this, the twenty-seventh day of June, of the year Two-Thousand Seventeen.



Doug Reinstein, President
Board of Education

Judith A. Rattner
Superintendent of Schools

BERKELEY HEIGHTS BOARD OF EDUCATION

RESOLUTION

WHEREAS, the Varsity Baseball Team of Governor Livingston High School located in Berkeley Heights, New Jersey consists of players Thomas Barbera, Daniel Baroff, Nicholas Cocchia, John Colendenski, Andrew Compton, Ryan Davey, Vincent Doren, Conor Fletcher, Donald Gonnelli, Liam Hulbert, William Jennings, Tyler McCulloch, Ryan Monroy, Jack Pedini, Samuel Pile, Sean Quinn, Stephen Reid, Sean Savage, Cole Schneider, Daniel Serretti, and Jace Tweeten; and

WHEREAS, the team is coached by Head Coach Christopher Roof and Assistant Coaches Dan Mondelli, Matthew Rago, Ralph Yezza, and Bryan Young; and, the Team Managers are Megan Cranston, Allyson McGlynn, Katherine Pedini, Siddharth Ramsundar, and Lara Romano; and

WHEREAS, the Varsity Baseball Team of Governor Livingston High School captured the title of 2017 Central Jersey Group 2 Champions after defeating South Plainfield 6-5 in the sectional final round; and some highlights of the championship include a first round 12-2 win over Holmdel; a 5-4 section quarterfinal round over Raritan; and a semifinal score of 8-5 over Bernards; and GLHS won the sectional final in dramatic fashion on a three-run, two-out double by Dan Baroff; and

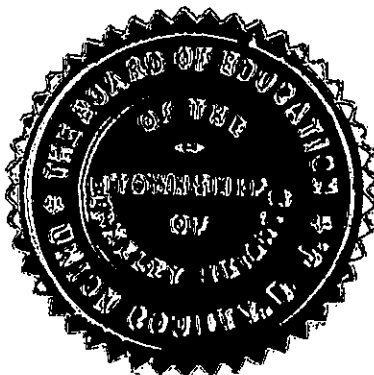
WHEREAS, the team saw each of its members contribute individually to the team; and

WHEREAS, the Berkeley Heights Public Schools community is very proud of the accomplishments of this team and its coaches;

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education members applaud the 2017 Varsity Baseball Team and congratulate the student-athletes on an outstanding championship season; and

BE IT RESOLVED, that a signed and sealed copy of this resolution be framed and kept on display at Governor Livingston High School.

Signed and sealed, this, the twenty-seventh day of June, of the year Two-Thousand Seventeen.



Doug Reinstein, President
Board of Education

Judith A. Rattner
Superintends of Schools

ATTACHMENT D

**Berkeley Heights Public Schools
Office of the Superintendent
June 27, 2017**

Field Trips

School/Group

Berkeley Heights
Extended School Year
students

Destination

Berkeley Heights YMCA
Berkeley Heights, NJ

Date(s)

7/13/2017
(New date;
trip approved
by BOE on
6/8/2017)

Governor Livingston High School
Highlander Band students

Performance Tour
of Scotland,
United Kingdom

7/29/2018-
8/6/2018

ATTACHMENT E

**Berkeley Heights Public Schools
Office of the Superintendent
June 27, 2017**

It is recommended by the Superintendent of Schools that the Board approve the employment of the following substitute and supplemental personnel for the 2017-2018 fiscal/school year, as indicated:

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Angelos, Sharon
Berkeley Heights, NJ

Appolonia, Catherine
Berkeley Heights, NJ

Appolonia, Maria
Berkeley Heights, NJ

Argenziano, Anna
New Providence, NJ

Avrutin-Yellin, Alice
Berkeley Heights, NJ

Bade, Mary Beth
Berkeley Heights, NJ

Bamundo, Danielle
Berkeley Heights, NJ

Barbera, Jennifer
Berkeley Heights, NJ

Belfer, Judith
Berkeley Heights, NJ

Bordiuk, Kelly
Basking Ridge, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Baron, Ryan
Garwood, NJ

Boise, Patricia
Berkeley Heights, NJ

Boyd, Barbara
New Providence, NJ

Brader, Michael
Hillsborough, NJ

Branthover, Patricia
Berkeley Heights, NJ

Bremert, Helen
Summit, NJ

Buchner, Susan
Mountainside, NJ

Burke, Mariana
Berkeley Heights, NJ

Burke, Marie
North Plainfield, NJ

Burke, Michael
Dunellen, NJ

SUBSTITUTE TEACHERS/
PARAPROFESSIONALS

Cadavid, M. Victoria
Bridgewater, NJ

Caneloro, Cecilia
Berkeley Heights, NJ

Cameron, Samantha
Berkeley Heights, NJ

Cannizzaro, Kali
Berkeley Heights, NJ

Castellaccio, Alexandra
Berkeley Heights, NJ

Chan, Gary
Berkeley Heights, NJ

Circelli, Lisa
Mountainside, NJ

Collins, Jill
Berkeley Heights, NJ

Connolly, Kathryn
Mountainside, NJ

Coslet, Jennifer
Millington, NJ

Coughlan, Catherine
Scotch Plains, NJ

Davey, Janet
Berkeley Heights, NJ

Davey, Samantha
Berkeley Heights, NJ

Dean, Rosemary
Berkeley Heights, NJ

SUBSTITUTE TEACHERS/
PARAPROFESSIONALS

DeLaurie, Bernadette
Gillette, NJ

DeLotto, Aileen
Berkeley Heights, NJ

DeLuca-Whitsitt, Donna
Basking Ridge, NJ

Dwyer, Rebecca
Berkeley Heights, NJ

Eick, Eleanor
Berkeley Heights, NJ

Elmi, Erica
Berkeley Heights, NJ

Engo, Jennifer
Gillette, NJ

Feely, Jean
Berkeley Heights, NJ

Ferragamo, Judith
Mountainside, NJ

Finley, Jessica
Warren, NJ

Floyd, Nancy
Berkeley Heights, NJ

Fowler, Carol
Mountainside, NJ

Friedenberg, Gail
Mountainside, NJ

Friedenberg, Nicole
Mountainside, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Friedlander, Sarah
Berkeley Heights, NJ

Gabara, Helen
Berkeley Heights, NJ

George, Tyler
Berkeley Heights, NJ

Germansky, Morris
Berkeley Heights, NJ

Gingrich, Evan
Westfield, NJ

Glen, Donna
Berkeley Heights, NJ

Goodman, Emily
Westfield, NJ

Griffin, Chloe
Rutherford, NJ

Guidetti, Wendy
Berkeley Heights, NJ

Guirard, Michele
Berkeley Heights, NJ

Haddad, Kelly
Berkeley Heights, NJ

Haddad, Shane
Berkeley Heights, NJ

Hanbicki, Edward
Mountainside, NJ

Helmstetter, Kaitlyn
Chatham, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Hetherington, Mary
Millburn, NJ

Horton, Patricia
Berkeley Heights, NJ

Huber, R. Andrew
Springfield, NJ

Hughes, Angelica
Summit, NJ

Hughes, Jennifer
Berkeley Heights, NJ

Iannone, Anthony
Berkeley Heights, NJ

Iannone, John
Berkeley Heights, NJ

Isaac, Christopher
Cranford, NJ

Kane, Elizabeth
Berkeley Heights, NJ

Kane, Michael
Berkeley Heights, NJ

Kelly, Clare
Berkeley Heights, NJ

Kimsey, Lorraine
Warren, NJ

King, Jeannine
Berkeley Heights, NJ

Kish, Doreen
Chatham, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Klauber-Haines, Linda
Berkeley Heights, NJ

Koczot, Linda
Berkeley Heights, NJ

Konicki, Willayne
Berkeley Heights, NJ

Kontra, Diane
Mountainside, NJ

Kowalski, Laura
Gillette, NJ

Kowalski, Michael
Berkeley Heights, NJ

LaMaita, Steven
Berkeley Heights, NJ

LaMaita, Susan
Berkeley Heights, NJ

Landry, Joseph
North Plainfield, NJ

Lee, Christina
Warren, NJ

Leontarakis, Konstantine
Saddle River, NJ

Lisman, Charlotte
Berkeley Heights, NJ

Locorriere, Nicole
Mountainside, NJ

Lovit, Sharon
Berkeley Heights, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Lowenstein, Tracey
New Providence, NJ

MacNair, Lisa
Madison, NJ

Maguire, Heather
Berkeley Heights, NJ

Mahoney, Eleanor
Berkeley Heights, NJ

Martino, Margaret
Berkeley Heights, NJ

Martino, Michelle
Berkeley Heights, NJ

Masri, Andrea
Fanwood, NJ

Mastroianni, Dominick Jr.
Stirling, NJ

Mattera, Jessica
Mountainside, NJ

Matthes, Andrea
Berkeley Heights, NJ

Matthes, Nicholas
Berkeley Heights, NJ

Matthes, Jennifer
Berkeley Heights, NJ

McAdam, Kelly
Berkeley Heights, NJ

McGovern, Courtney
Berkeley Heights, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

McLeod, Kim
South Plainfield, NJ

McNelis, Brendan
Berkeley Heights, NJ

McNelis, Colleen
Berkeley Heights, NJ

Mele, Kristin
Berkeley Heights, NJ

Merriman, Jennifer
Berkeley Heights, NJ

Miller, Andrea
Berkeley Heights, NJ

Miller, Nancy
Berkeley Heights, NJ

Morba, Rose
New Providence, NJ

Mucci, John
Westfield, NJ

Murray, Sandra
Berkeley Heights, NJ

Naldi, Danielle
Berkeley Heights, NJ

Nardone, Gloria
Berkeley Heights, NJ

Niceforo, Diane
Berkeley Heights, NJ

Nisita, Jennifer
Westfield, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Orrico, Althea
Berkeley Heights, NJ

Orton, Edward
Berkeley Heights, NJ

Parmett, Patricia
Berkeley Heights, NJ

Pedicini, Katherine
Berkeley Heights, NJ

Peltier, Diana
Berkeley Heights, NJ

Perlzak, Janette
Berkeley Heights, NJ

Perlzak, Troy
Berkeley Heights, NJ

Perrotta, Gina
Mountainside, NJ

Pfeifer, Margee
Watchung, NJ

Phillips, Alisa
Gillette, NJ

Piatnochka, Denise
Berkeley Heights, NJ

Pitingolo, Anna
Berkeley Heights, NJ

Poage, Alexandra
Berkeley Heights, NJ

Politan, Samuel
Florham Park, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Porzio, Karen
Berkeley Heights, NJ

Primmer, Paige
Berkeley Heights, NJ

Proano, Maribel
Berkeley Heights, NJ

Procaccini, Teresa
Berkeley Heights, NJ

Procaccini, Shaun
Berkeley Heights, NJ

Provence, Susan
Morris Township, NJ

Rago, Matthew
Gillette, NJ

Rahner, Scott
Berkeley Heights, NJ

Reckson, Karen
Maplewood, NJ

Reedy, Melissa
Mountainside, NJ

Regan, Emily
Berkeley Heights, NJ

Regan, Sarah
Berkeley Heights, NJ

Reilly, Juliette
Berkeley Heights, NJ

Reinl, Courtney
Berkeley Heights, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Rien, Cathy
Plainfield, NJ

Robbins, Zachary
Berkeley Heights, NJ

Rodgers, Rebecca
Berkeley Heights, NJ

Rubino, Alexa
Berkeley Heights, NJ

Scales, Julie
Berkeley Heights, NJ

Schaefer, Marisa
Basking Ridge, NJ

Scharf, Jennifer
Watchung, NJ

Scheibe, Debra
Berkeley Heights, NJ

Schendt, Rebecca
New Providence, NJ

Schendt, Tina
New Providence, NJ

Scholl, Arthur
Berkeley Heights, NJ

Sheridan, Meghan
Berkeley Heights, NJ

Sicoli, Anthony
Berkeley Heights, NJ

Simoes, Radalgui
Berkeley Heights, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Smith, Carl
Berkeley Heights, NJ

Smookler, Michael
Berkeley Heights, NJ

Souren, Spencer
Berkeley Heights, NJ

Stein, Elizabeth
Hillside, NJ

Stirpe, Marian
Cranford, NJ

Szalus, Monica
Berkeley Heights, NJ

Tedesco, Jessica
Berkeley Heights, NJ

Tisdale, Ashley
Berkeley Heights, NJ

Troxell, Raymond
Oak Ridge, NJ

Vanchieri, Elaine
Berkeley Heights, NJ

Vargas, Monserrat
Berkeley Heights, NJ

Vaccaro, Angelarose
Clark, NJ

Viswanath, Sunita
Summit, NJ

Wahlers, Tracey
Berkeley Heights, NJ

**SUBSTITUTE TEACHERS/
PARAPROFESSIONALS**

Walz, Frederic
Berkeley Heights, NJ

Weinstein, Caroline
New Providence, NJ

Wells, Jacqueline
Mountainside, NJ

White, Lisa
South Plainfield, NJ

Wolkin, Fern
Cedar Knolls, NJ

Woods, Christine
Berkeley Heights, NJ

Zaun, Christina
Bernardsville, NJ

SUBSTITUTE SCHOOL NURSES

Ackerman, Eleanora
Livingston, NJ

Balsamo, Katie
Berkeley Heights, NJ

Bansal, Anjali
Scotch Plains, NJ

Bowman, Michelle
Scotch Plains, NJ

Cresitello, Natalie
Berkeley Heights, NJ

Domingo, Raffaella
Berkeley Heights, NJ

Geminder, Elizabeth
Berkeley Heights, NJ

Kertes, Mary Anne
East Brunswick, NJ

Lanza, Simone
Berkeley Heights, NJ

Madsen, JoAnn
Cranford, NJ

Middlebrook, Roxanne
Berkeley Heights, NJ

Rocha, Anne
Scotch Plains, NJ

Romano, Jeanne-June
Basking Ridge, NJ

Schulz, Kaitlyn
Morristown, NJ

SUBSTITUTE SCHOOL NURSES

Smith, Jacquelyn
Springfield, NJ

SUBSTITUTE SECRETARIES

Angelos, Sharon
Berkeley Heights, NJ

Bade, Mary Beth
Berkeley Heights, NJ

Blajsa, Diane
Berkeley Heights, NJ

Boise, Patricia
Berkeley Heights, NJ

Burke, Marie
North Plainfield, NJ

Candeloro, Cecilia
Berkeley Heights, NJ

Deva, Yuthika
Berkeley Heights, NJ

Dwyer, Dianne
Berkeley Heights, NJ

Elmi, Erica
Berkeley Heights, NJ

Floyd, Nancy
Berkeley Heights, NJ

Fowler, Carol
Mountainside, NJ

Glen, Donna
Berkeley Heights, NJ

Guirard, Michele
Berkeley Heights, NJ

Hickman, Anna
Berkeley Heights, NJ

SUBSTITUTE SECRETARIES

Konicki, Willayne
Berkeley Heights, NJ

Koutsaftes, Deborah
Berkeley Heights, NJ

LaMaita, Susan
Berkeley Heights, NJ

Lerch, Denise
Berkeley Heights, NJ

Lisman, Charlotte
Berkeley Heights, NJ

Matthes, Andrea
Berkeley Heights, NJ

McAdam, Kelly
Berkeley Heights, NJ

Middlebrook, Roxanne
Berkeley Heights, NJ

Parmett, Patricia
Berkeley Heights, NJ

Proano, Maribel
Berkeley Heights, NJ

SUBSTITUTE
PARAPROFESSIONALS/
TEACHER AIDES

Belf, Judith
Chatham, NJ

Bendush, Lena
Berkeley Heights, NJ

Biegel, Eve
Berkeley Heights, NJ

Biskaduros, Ellen
Berkeley Heights, NJ

Blajsa, Diane
Berkeley Heights, NJ

Brecher, Shari
Bridgewater, NJ

Cardace, Lisa
Berkeley Heights, NJ

Carbone, Loriann
Berkeley Heights, NJ

Casale, Arlene
Warren, NJ

Clark, Rosemarie
Berkeley Heights, NJ

Coppola, Valentina
New Providence, NJ

Duda, Debra
Berkeley Heights, NJ

Dwyer, Dianne
Berkeley Heights, NJ

Foster, John
Berkeley Heights, NJ

SUBSTITUTE
PARAPROFESSIONALS/
TEACHER AIDES

Franchino, Rose
Berkeley Heights, NJ

Guida, Virginia
Berkeley Heights, NJ

Guidetti, Wendy
Berkeley Heights, NJ

Hickman, Anna
Berkeley Heights, NJ

Iervolino, Joanne
Berkeley Heights, NJ

Ippolito, Jacqueline
Berkeley Heights, NJ

Koubek, Michael
Berkeley Heights, NJ

Lerch, Denise
Berkeley Heights, NJ

Levine, Catherine
Berkeley Heights, NJ

Miller, Carmella
Warren, NJ

Nardi, Samantha
Basking Ridge, NJ

Paone, Barbara
Berkeley Heights, NJ

Petryk, Jacqueline
Berkeley Heights, NJ

Place, Linda
Berkeley Heights, NJ

SUBSTITUTE
PARAPROFESSIONALS/
TEACHER AIDES

Roenbeck, Karen
Berkeley Heights, NJ

Roth, Eileen
Berkeley Heights, NJ

Rupp, Rosemary
Berkeley Heights, NJ

Sabella, Mary Ann
Berkeley Heights, NJ

Salamone, Karen
Berkeley Heights, NJ

Santore, Kelly
Berkeley Heights, NJ

Schaumberg, Maria
Berkeley Heights, NJ

Sot, Allison
Berkeley Heights, NJ

Speer, Deborah
Berkeley Heights, NJ

Stallone, Sharon
Berkeley Heights, NJ

Sullivan, Lisa
Berkeley Heights, NJ

Surowiec, Sandra
South Plainfield, NJ

Tesoro, Ellen
Berkeley Heights, NJ

Tomchak, Louise
Berkeley Heights, NJ

SUBSTITUTE
PARAPROFESSIONALS/
TEACHER AIDES

Trainor, Carly
Basking Ridge, NJ

SUBSTITUTE INTERPRETERS

Bordiuk, Kelly
Basking Ridge, NJ

DiCosmo, Christina
Mountainside, NJ

Frankenbush, Johannah
Stirling, NJ

Hedman, Colleen
Westfield, NJ

Martini, Danielle
Roxbury, NJ

Mizrahi, Christine
Monroe Township, NJ

Norman, Leah
Woodbridge, NJ

Reposh, Allen
Manalapan, NJ

Ryan, Maureen
Middlesex, NJ

Slattery, Andrea
Easton, PA

Sofranko, Katie
Roselle, NJ

Steinmetz, Kristin
Mountainside, NJ

**INDIVIDUAL/HOME
INSTRUCTORS**

Acosta, Philip
Cranford, NJ

Agnostak, Kathleen
Fair Haven, NJ

Avino, Catherine
Union, NJ

Ayres, William
Berkeley Heights, NJ

Barmakian, Sally
Summit, NJ

Barton, Erika
Madison, NJ

Barton, JoAnne
Fanwood, NJ

Basile, Lauren
Brooklyn, NY

Bird, Ann
Middlesex, NJ

Birstler, Catherine
Plainfield, NJ

Bokach, Donna
Millington, NJ

Bohling, Britney
Hoboken, NJ

Bolger, Benjamin
High Bridge, NJ

Bowden, Carolyn
Somerville, NJ

INDIVIDUAL/HOME
INSTRUCTORS

Buchan, Dawn
Summit, NJ

Buonaspina, Steven
Mountainside, NJ

Burke, April
Dunellen, NJ

Burke, Marie
North Plainfield, NJ

Cadavid, M. Victoria
Bridgewater, NJ

Cavanaugh, Diana
Florham Park, NJ

Ciarrocca, Steven
Scotch Plains, NJ

Cicccone, Jennifer
Bedminster, NJ

Clayton, Thomas
Succasunna, NJ

Combe, Ashlee
Whippany, NJ

Confroy, Maryann
Hillsborough, NJ

Closs, David
Bridgewater, NJ

Crane, John
Scotch Plains, NJ

Czerniak, Gianna
Springfield, NJ

INDIVIDUAL/HOME
INSTRUCTORS

Decker, Todd
Summit, NJ

DeLaurie, Bernadette
Stirling, NJ

Dhaibar, Lisa
Parsippany, NJ

DiMaggio, Lisa
Warren, NJ

DiNoia, Christine
Clark, NJ

Dendinger, Mary
Berkeley Heights, NJ

Doeringer, Laura
Basking Ridge, NJ

Dunkerton, Gregory
Roselle Park, NJ

Einhorn, Rhonda
Montclair, NJ

Ferreira, Laura
Colonia, NJ

Figlar, Julie
Berkeley Heights, NJ

Fleming, Kimberly
Branchburg, NJ

Finch, Martha
New Providence, NJ

Garcia, Noelia
Middlesex, NJ

**INDIVIDUAL/HOME
INSTRUCTORS**

Gates, Jeannette
Scotch Plains, NJ

Gauthier, Mary
Basking Ridge, NJ

Gerstenfeld, Ilene
Springfield, NJ

Gismonde, Lindsey
Bridgewater, NJ

Goodman, Emily
Westfield, NJ

Gutch, Roberta
Berkeley Heights, NJ

Haber, Patricia
Bridgewater, NJ

Halleran, William
Towaco, NJ

Healey, Belinda
Hillsborough, NJ

Healey, Gary
Hillsborough, NJ

Helmstetter, Marcy
Chatham, NJ

Hall, Marcie
Westfield, NJ

Hanratty, Terrence
Mountainside, NJ

Hess, Steven
Morristown, NJ

**INDIVIDUAL/HOME
INSTRUCTORS**

Hetherington, Patricia
Millburn, NJ

Heuss, Phyllis
High Bridge, NJ

Hodge, Margaret
Bridgewater, NJ

Hoffman, David
Summit, NJ

Hudacko, Jacqueline
Madison, NJ

Hunt, Jennifer
Cranford, NJ

Jendrek, Ryan
Scotch Plains, NJ

Jocus, Joanne
Sayreville, NJ

Karl, Jason
Berkeley Heights, NJ

Kennedy, Corrie
Bedminster, NJ

Ketcherick, Lisa
Easton, PA

Korn, Neal
Union, NJ

Ladinski, Doreen
Warren, NJ

Locatelli, Kathleen
Basking Ridge, NJ

**INDIVIDUAL/HOME
INSTRUCTORS**

Luciano, Nancy
Kenilworth, NJ

Lyness, Lorraine
Mountain Lakes, NJ

Madura, Matthew
Warren, NJ

Mahy, Gillian
Springfield, NJ

Manganelli, Nicole
Berkeley Heights, NJ

McCullough, Kathleen
Morristown, NJ

McGovern, Daniel
Roselle Park, NJ

McLeod, Kim
South Plainfield, NJ

Mendenhall, Lara
Summit, NJ

Miceli, Joseph
Union, NJ

Mims, Nadezhda
West Orange, NJ

Mirabella, Lindsay
Raritan, NJ

Mohr, GERALYN
Mountainside, NJ

Moretti, Lisa
Basking Ridge, NJ

**INDIVIDUAL/HOME
INSTRUCTORS**

Morgan, Meredith
Berkeley Heights, NJ

Leahy, Sharon
Madison, NJ

Parlavecchio, Chester
Florham Park, NJ

Poage, Susan
Berkeley Heights, NJ

Polce, Justin
Mountainside, NJ

Porzio, Karen
Berkeley Heights, NJ

Reel, Joseph
Chatham, NJ

Richards, Wendy
Piscataway, NJ

Riley, Michael
Colonia, NJ

Rodriguez, Karina
Sparta, NJ

Rodriguez Jimenez, Yajaira
Berkeley Heights, NJ

Roman, Beryl
Far Hills, NJ

Roof, Gina
Middlesex, NJ

Rossiter, Laurie
Edison, NJ

**INDIVIDUAL/HOME
INSTRUCTORS**

Rutzler, James
Morristown, NJ

Scheibe, Debra
Berkeley Heights, NJ

Scherer, Joyce
Berkeley Heights, NJ

Schmidt, Neila
New Providence, NJ

Seibert, Tania
Millburn, NJ

Shea, Richard
Basking Ridge, NJ

Siebelts, Rebecca
Bedminster, NJ

Silagi, Patrice
Madison, NJ

Sorrell, Jemma
Bedminster, NJ

Sperling, Andrea
Chatham, NJ

Spirovski, Emilija
Bedminster, NJ

Stapperfenne, Michelle
Warren, NJ

Stevenson, Sally
Bridgewater, NJ

Sullivan, Camille
Berkeley Heights, NJ

**INDIVIDUAL/HOME
INSTRUCTORS**

Talarico, Christine
Denville, NJ

Toporek, Staci
Union, NJ

Tota, Kimberly
Clinton, NJ

Tracey, Kimberly
Verona, NJ

Twill, Karen
Millington, NJ

Wasser-Berlin, Lisa
Montclair, NJ

White, Brandon
Bridgewater, NJ

Wilson, Kara
New Providence, NJ

Wranitz, Megan
Glen Gardner, NJ

Yager, Christopher
Cranford, NJ

Yannuzzi, Shirlane
Rockaway, NJ

Zalokostas, Maria
Milltown, NJ

SUBSTITUTE PRINCIPALS

McGrath, Kevin
Little Falls, NJ

Dinardi, Jennifer
Hillsborough, NJ
(@ \$450.00 per day)

Qualshie, Patricia
Clark, NJ
(@ \$450.00 per day)

Zaun, Christina
Bernardsville, NJ
(@ \$450.00 per day)

SUBSTITUTE CUSTODIANS

Acevedo, Philip
Berkeley Heights, NJ

Ahkno, William
Berkeley Heights, NJ

Bassolino, Andrew
Madison, NJ

Centurion, Antonio
Stirling, NJ

Chacon, Gerardo
Berkeley Heights, NJ

Croneberger, Steve
Berkeley Heights, NJ

Cruz, Apolinar
Somerset, NJ

DeStefano, Tina
Bedminster, NJ

SUBSTITUTE CUSTODIANS

Domingo, Vincent
Berkeley Heights, NJ

Giacco, Thomas
Berkeley Heights, NJ

Gorski, Christian
Middlesex, NJ

Malhosky, William
South Plainfield, NJ

McAdam, Matthew
Berkeley Heights, NJ

Murillo, Nicholas
Berkeley Heights, NJ

Peyton, Edward
Berkeley Heights, NJ

Rodriguez, Nick
Berkeley Heights, NJ

Sauchelli, Alfred
Berkeley Heights, NJ

Tenson, Mark
Hillside, NJ

Ventre, Joseph
New Providence, NJ

BHAA ADMINISTRATORS SALARIES

<u>POSITION</u>	2017/2018 Salary	Merit Pay	2017/2018 Total Compensation
<u>High School Principal</u>			
Robert Nixon	155,347	2,000	157,347
<u>Middle School Principal</u>			
Frank Geiger	158,090	2,000	160,090
<u>Elementary Principal</u>			
Patricia Gasparini	164,208	2,000	166,208
Jon Morisseau	155,579	2,000	157,579
Anne Corley-Hand	146,736	2,000	148,736
Jessica Nardi	143,921	2,000	145,921
<u>Directors</u>			
Ashley Janosko	115,579	2,000	117,579
Michele Gardner	142,248	2,000	144,248
Ann Clifton	128,393	2,000	130,393
<u>Supervisors</u>			
Laurie Scott	144,916	1,350	146,266
James Finley	111,646	2,000	113,646
Kevin Morra	124,916	1,350	126,266
Stephen Hopkins	150,716	2,000	152,716
Drew Ziobro	111,646	2,000	113,646
<u>Vice Principals</u>			
Grace Acosta	118,095	2,000	120,095
Tara Oliveria	116,926	2,000	118,926
Seid, Larry	110,188	2,000	112,188

PROPOSED SALARY SCHEDULE - 2017/2018
Central Office

**2017/2018
 Salary**

CENTRAL OFFICE STAFF

BUSINESS OFFICE

Amiano, Anthony 102,154
 Bongiovanni, Alicia 64,032
 McAdam, Lisa 66,667
 Pitigolo, Cathy 48,578
 Scarpati, Marilyn 55,639

SUPERINTENDENT'S OFFICE

Kantrowitz, Linda 56,496
 Kowalski, Trudy 55,757
 Long, Thomas 111,902

SUPERVISOR'S OFFICE

Bussiculo, Lisa 43,775

TECHNOLOGY

DeLorenzo, Troy 46,125
 Joachim, Philippe 71,507
 Nichnadowicz, Robert 47,817
 Rafferty, Kevin 46,473
 Rights, Susan Ferris* 34,815
 Skara, Mike 134,430
 Technology Assistant** 23,000

TRANSPORTATION

Sheehan, Kelly 52,403

GRAND TOTAL

1,061,568
 2.22%

* As part of the 2017/2018 budget, this position was reduced from full-time to part-time

** New position included in 2017/2018 budget - not yet filled

2017-2018 Custodial Maintenance Supervisors' Contract Rates

Name		Base Salary	Bldg.		Total
			Stipend	Stipend	
ABATE	ANTHONY	\$81,785	\$3,600	\$4,940	\$90,325
FOTI	JOSEPH	\$72,764	\$3,600	\$750	\$77,114
GONZALES	NOLBERTO	\$72,764	\$3,600	\$1,200	\$77,564
MARIN	JOHAN	\$72,764	\$5,600	\$1,200	\$79,564
MUIR	SCOTT	\$72,764	\$3,600	\$750	\$77,114
QUANDT	RICHARD	\$81,785	\$3,600	\$3,853	\$89,238
ROMANO	RICHARD	\$72,764	\$4,600	\$1,700	\$79,064

2017-2018 Custodian Contract Rates

Name		Step	Base Salary	Stipend	Total
AZOFEIFA	LUIS	4	\$41,127.00	\$ 750.00	\$41,877.00
BASSILLO	DANIEL	2	\$40,327.00	\$ 750.00	\$41,077.00
BOLANOS	DIANA	2	\$40,327.00	\$ 750.00	\$41,077.00
DELIA	RONALD FRANK	C	\$68,440.00	\$ 1,700.00	\$70,140.00
FARRELL	RONALD P.	16	\$48,245.00	\$ 1,200.00	\$49,445.00
FOWLER	JOHN	2	\$40,327.00	\$ 750.00	\$41,077.00
FUSCO	FRANK	H	\$58,439.00	\$ 1,700.00	\$60,139.00
GASPARINI	MICHAEL J.	I	\$56,672.00	\$ 1,700.00	\$58,372.00
HILL	CRAIG	3	\$40,727.00	\$ 750.00	\$41,477.00
HOEHN	ROBERT	2	\$40,327.00	\$ 750.00	\$41,077.00
INSINGA	GIUSEPPE V.	12	\$44,755.00	\$ 750.00	\$45,505.00
LYNCH	GEORGE W.	6	\$41,934.00	\$ 750.00	\$42,684.00
MISINSKY	THEODORE	14	\$46,446.00	\$ 750.00	\$47,196.00
NIGRO	JORDAN	2	\$40,327.00	\$ 750.00	\$41,077.00
O'DOWD	ANDREW J.	13	\$45,600.00	\$ 1,200.00	\$46,800.00
PERCARIO	MICHAEL A.	F	\$60,291.00	\$ 1,700.00	\$61,991.00
REHBERGER III	WALTER K.	E	\$63,519.00	\$ 1,700.00	\$65,219.00
SHARKEY	MICHAEL	9	\$43,216.00	\$ 750.00	\$43,966.00

2017-2018 Maintenance Contract Rates

Name		Step	Base Salary	Stipend	Maint Stipend	Total
BLAJSA	TIMOTHY	K	\$ 53,348.00	\$ 1,700.00	\$ 1,000.00	\$ 56,048.00
ELICKER	BRADLEY	17	\$ 49,606.00	\$ 750.00	\$ 1,000.00	\$ 51,356.00
HOLSTEN	JOHN	7	\$ 42,349.00	\$ 750.00	\$ 1,000.00	\$ 44,099.00
VENEZIA	JOSEPH	C	\$ 68,440.00	\$ 1,700.00	\$ 1,000.00	\$ 71,140.00
WIEHL	ERICH F JR.	A	\$ 74,548.00	\$ 2,876.00	\$ 1,000.00	\$ 78,424.00

2017-2018 Transportation Contract Rates

Name		Hourly Rate	Longevity
CHARLES	GERARD	\$17.39	\$300
DWYER	ROBERT	\$18.28	\$300
LEBON	NICODEMA	\$17.39	\$300
MIRABELLA	FRANK J.	\$20.64	\$400
RIEN	DAVID	\$17.68	\$300
RUBAN	HENRY F.	\$24.61	\$400
TENSON	MARK	\$16.91	\$300

**ADDENDUM TO THE
CONTRACT OF EMPLOYMENT
BETWEEN
THE BOARD OF EDUCATION OF THE TOWNSHIP OF BERKELEY HEIGHTS AND
JUDITH ANN RATTNER,
SUPERINTENDENT OF SCHOOLS**

The BERKELEY HEIGHTS BOARD OF EDUCATION, of the Township of Berkeley Heights, County of Union, with offices located at 345 Plainfield Ave, Berkeley Heights, New Jersey 07922 (hereinafter referred to as the "Board"), and Judith Ann Rattner (hereinafter referred to as the "Superintendent") hereby agree that the Contract of Employment dated June 29, 2016, Section 3A(1) and subpart is/are hereby amended and modified as follows:

3. COMPENSATION

During the term of this Employment Contract the Superintendent shall not be reduced in compensation, including salary and benefits, except that any merit bonus that is achieved, pursuant to Paragraph A.2 below, is to be awarded on an annual basis in accordance with *N.J.A.C. 6A:23A-3.1(e)(10)* as well as for inefficiency, incapacity, or conduct unbecoming of a superintendent or other just cause pursuant to *N.J.S.A 18A:17-20.2*. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract. Any such adjustment in salary requires preapproval by the Executive County Superintendent.

A. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

1. *Salary*. Effective July 1, 2017 through June 30, 2018 the Board shall pay the Superintendent an annual salary of one hundred seventy-three thousand one hundred eighty-three dollars (\$173,183) plus a high school salary increment of five thousand dollars (\$5,000), for a total of one hundred seventy-eight thousand one hundred eighty-three dollars (\$178,183). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

Effective July 1, 2018 through June 30, 2019 the Board shall pay the Superintendent an annual salary of one hundred seventy-six thousand seven hundred forty-six dollars (\$176,746) plus a high school salary increment of five thousand dollars (\$5,000), for a total of one hundred eighty-one thousand one hundred forty-six dollars (\$181,746). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

In accordance with *N.J.A.C. 6A:23A-3.1(e)(2)*, this annual salary is based on the annual student enrollment figure, as of October 15, 2016, set forth in the Board's Application for State School Aid for the 2016 - 2017 school year. Should the Board's student enrollment figure exceed 3,000 during the life of the Agreement, the Board agrees to increase the

Superintendent's base salary. Any such change in the Superintendent's salary shall be subject to review and approval of the Executive County Superintendent for Union County.

Any adjustment in salary made during the life of the Agreement shall be in the form of an amendment and shall become part of this Agreement, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

It is further AGREED by the Board and the Superintendent that all other provisions of the Contract of Employment not specifically enumerated herein, including the remainder of Section 3A, shall remain in full force and effect for the remainder of the term of the Contract of Employment.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Addendum to the Contract of Employment; and,

WHEREAS, the Superintendent has approved of the terms and conditions of this Addendum to the Contract of Employment; and,

WHEREAS, the Executive County Superintendent for Union County has approved this Addendum; and,

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education of the Berkeley Heights School District at its meeting of June ____, 2017, and has been made a part of the minutes of that meeting.

In Witness Whereof, the parties hereto have set their hands and seals to this Contract of Employment effective on the day and year first above written.

Judith Rattner
Superintendent of Schools

By: _____
Doug Reinstein
Board of Education of the Township
of Berkeley Heights

Witness: _____
Donna Felezzola
School Business Administrator / Board Secretary

Date: _____

**CONTRACT OF EMPLOYMENT
BETWEEN
THE BOARD OF EDUCATION OF THE TOWNSHIP OF BERKELEY HEIGHTS
AND
SCOTT MCKINNEY,
ASSISTANT SUPERINTENDENT OF SCHOOLS**

WHEREAS, the Board of Education of the Township of Berkeley Heights (herein referred to as the "Board") desires to employ Scott McKinney (hereinafter referred to as "McKinney" or "Assistant Superintendent") in the capacity of Assistant Superintendent of Schools; and

WHEREAS, McKinney desires to serve in that capacity with the Berkeley Heights School District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Appointment and Service as Assistant Superintendent. The Board of Education does hereby engage and employ McKinney in the 12-month position of Assistant Superintendent of Schools for the fiscal year commencing on July 1, 2017 and ending on June 30, 2018.

McKinney hereby accepts employment as Assistant Superintendent of Schools of the Berkeley Heights Public Schools and agrees to provide full, faithful and proper performance of the duties of said position, and to observe and enforce the rules prescribed for the government of the schools by the Board of Education for the 12-month term hereof.

2. Certification. McKinney warrants that he holds a standard certificate issued by the Department of Education of the State of New Jersey, entitling him to be hold the position of Assistant Superintendent of Schools, and that said certificate will be exhibited to the Board Secretary of the Berkeley Heights Public Schools.

3. Salary. The Board of Education of the Township of Berkeley Heights agrees to pay, and McKinney agrees to accept for the period of July 1, 2017 to June 30, 2018, the annual salary of \$168,245.

4. Medical and Dental Benefits. The Board shall provide the Assistant Superintendent with medical coverage in the districts' medical plan with full family benefits, at his option. The maximum annual contribution by the Board for dental plan coverage for an employee and his dependents shall not exceed \$500. In the event that the cost of the dental insurance premiums exceeds \$500, the Board and the employee agree to each pay 50% of any excess. Pursuant to P.L. 2011, Chapter 78, the Assistant Superintendent is required to make contributions to the total cost of health coverage. The Assistant Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Assistant Superintendent will be paid \$5,000 for waiving such coverage. The annual waiver is irrevocable, with the sole exception if the alternative coverage is lost, then the Assistant Superintendent and eligible dependents may enroll in whichever plan they were enrolled in immediately prior to exercising this waiver.

5. Vacation.

A. The Assistant Superintendent shall be entitled to twenty-five (25) vacation days per school year, earned monthly at the rate of 2.083 days during this initial contract period. Vacation may be taken as requested by the Assistant Superintendent and approved by the Superintendent.

B. Whenever practicable, vacation days shall be used during the school year in which they accrue. However, up to five (5) days may be accumulated for use in the subsequent year. Except in the event of the Assistant Superintendent's separation from employment, unused vacation days must be used in the next subsequent school year or they shall be forfeited.

C. Upon separation from employment, the Assistant Superintendent shall be paid for his unused vacation days. The per diem rate for unused vacation days shall be calculated as $1/260^{\text{th}}$ of the Assistant Superintendent's final salary. The Board shall make any such payment within 30 days after the Assistant Superintendent's last day of employment. In the event of the Assistant Superintendent's death, payment for his unused accumulated vacation shall be made to his estate.

6. Sick Leave. As of July 1, the Assistant Superintendent shall be entitled to thirteen (13) sick leave days per year. Unused sick leave days shall be accumulated from year to year with a maximum limit of 15 per year. Upon service retirement or disability retirement, the Assistant Superintendent shall receive a lump sum payment equivalent to one-ninth of one percent of his final annual salary for each unused day accumulated in his personal sick leave bank, to a maximum of 300 days. This payment shall be capped at \$15,000, in compliance with the restrictions set forth in N.J.S.A. 18A:30-3.9. Any payment for unused sick days shall be made by the Board within 30 days of the Assistant Superintendent's last day of employment.

7. Personal Leave. The Assistant Superintendent is granted 3 days absence for personal business per year with full pay. Personal leave is not cumulative. However, unused personal days shall convert to sick days and be added to Assistant Superintendent's sick leave bank.

8. Professional Growth of Assistant Superintendent.

A. The Board encourages the continuing professional growth of the Assistant Superintendent through his participation, as approved by the Superintendent of Schools, in light of his responsibilities as Assistant Superintendent. Graduate school coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education, in the following:

(1) The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;

(2) Seminars and courses offered by public or private educational institutions;

(3) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform his professional responsibilities for the district.

B. As an encouragement for this professional growth, the district shall budget annual funds for this purpose and pay for the necessary fees for travel and subsistence expenses in accordance with its policies. This will not exceed one national and two state conferences. All expenses will be reimbursed consistent with board policy and appropriate OMB guidelines.

C. The Assistant Superintendent shall obtain prior approval of the Superintendent of Schools and the Board of Education in order to participate in all professional development programs and activities.

D. The Board of Education will reimburse the Assistant Superintendent 75% of graduate class tuition and fees paid to an accredited university/college. After receiving reimbursement for any courses, the Assistant Superintendent agrees to remain in the service of the district for a (3) three-year period or pay back to the Board the amount reimbursed. Tuition reimbursement requires the approval of the Superintendent of Schools.

9. Bereavement.

A. Absence because of death in the Assistant Superintendent's immediate household or family (including wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, and daughter-in-law) shall be allowed with full pay for a period not to exceed five (5) days in each case.

B. Absence because of death in the non-immediate family (aunt, uncle, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, grandchild, or any person who

has lived in the home of the Assistant Superintendent for some time preceding death) shall be allowed with full pay for a period not to exceed three (3) days.

10. Other Leaves. Requests for leave, with or without pay, for reasons other than set forth in this agreement, will be considered by the Superintendent of Schools and Board on an individual basis.

11. Holidays. The Assistant Superintendent shall be entitled to thirteen (13) holidays as follows: Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, and Memorial Day. If any such holiday falls on a day during which student attendance is required, an alternate day shall be established by the Board for its celebration.

12. Dues and Fees. The Board will pay the following dues and fees for the Assistant Superintendent: A.A.S.A.; N.J.A.S.A.; and Union County Roundtable. The Assistant Superintendent may join other organizations at the expense of the Board subject to prior approval of the Superintendent.

13. Travel Expenses. The Board hereby agrees to reimburse the Assistant Superintendent for expenses incurred for approved travel in accordance with its established policies, OMB guidelines and N.J.A.C. 6A:23A-7.2.

14. Disability. In the event of disability by illness or incapacity, the Assistant Superintendent shall be entitled to utilize all accumulated sick leave, vacation time, and personal time in order to remain on payroll. Thereafter, compensation shall be reinstated after the Assistant Superintendent has returned to employment and undertaken the full discharge of his duties.

15. Evaluation. The Superintendent of Schools shall complete the performance evaluation of the Assistant Superintendent in accordance with the policies of the Board and the regulations of the NJ State Board of Education.

16. Professional Liability. The Board agrees that it shall provide indemnification in accordance with state law.

17. Termination. The Assistant Superintendent and Board mutually agree that at least 60 days prior written notice to terminate this agreement shall be provided to the other party. Such notice shall be in writing and delivered to the Board Secretary should the Assistant Superintendent initiate termination, and by Certified Mail to the Assistant Superintendent should the Board initiate termination. In the event that the certificate of the Assistant Superintendent is revoked this contract is null and void as of the date of revocation.

18. Miscellaneous.

A. In the case of meetings where the Board intends to discuss the Assistant Superintendent's performance or negotiate his contract, the Assistant Superintendent's right to notice and to attend shall be governed by statute and law.

B. Outside Activities. The Assistant Superintendent shall devote his full time, attention and energy to the business of the district. If the Assistant Superintendent chooses to use personal time to perform outside activities, he shall retain any honoraria paid. In no case will the district be responsible for any expenses attendant to the performance of such outside activities.

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

20. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

21. Savings Clause. If, during the term of this Employment Contract it is found that a specific clause of said contract is found to be illegal under federal or state law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

22. Pre-Existing Tenure Rights. The Assistant Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Assistant Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Assistant Superintendent shall have the right to assert all tenure and seniority rights in the event that the Superintendent non-renews the Assistant Superintendent's employment and/or in the event the Board terminated this Employment Contract for any reason.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Contract of Employment; and

WHEREAS, the Assistant Superintendent has approved of the terms and conditions of this Contract of Employment; and

WHEREAS, this Contract of Employment has been approved by a vote of the members of the Berkeley Heights Board of Education at its meeting of _____ and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Contract of Employment effective on the day and year first above written.

Scott McKinney
Assistant Superintendent

By: _____
Doug Reinstein, President
Board of Education of the
Township of Berkeley Heights

Witness: _____
Donna Felezzola
School Business Administrator/
Board Secretary

Date: _____

**CONTRACT OF EMPLOYMENT
BETWEEN
THE BOARD OF EDUCATION OF THE TOWNSHIP OF BERKELEY HEIGHTS
AND
DONNA FELEZZOLA,
SCHOOL BUSINESS ADMINISTRATOR / BOARD SECRETARY**

WHEREAS, the Board of Education of the Township of Berkeley Heights desires to employ in the capacity of School Business Administrator / Board Secretary; and

WHEREAS, Donna Felezzola desires to serve in that capacity with the Berkeley Heights School District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Board of Education of the Township of Berkeley Heights does hereby engage and employ Donna Felezzola in the 12-month position of School Business Administrator / Board Secretary for the period commencing on July 1, 2017 and ending on June 30, 2018.

2. Donna Felezzola hereby accepts employment as School Business Administrator / Board Secretary of the Berkeley Heights Public Schools and agrees to provide full, faithful and proper performance of the duties of said position, and to observe and enforce the rules prescribed for the government of the schools by the Board of Education for the 12-month term hereof. Donna Felezzola warrants that she holds a valid certificate, issued by the Department of Education of the State of New Jersey, entitling her to hold the position of School Business Administrator / Board Secretary, and that said certificate will be exhibited to the Superintendent of the Berkeley Heights Public Schools.

3. Salary. The Board of Education of the Township of Berkeley Heights agrees to pay, and Donna Felezzola agrees to accept for the period of July 1, 2017 to June 30, 2018, the annual salary of \$ 167,345 for the 12-month period of employment.

4. Medical and Dental Benefits The Board shall provide the School Business Administrator / Board Secretary with medical coverage in the districts' medical plan. The maximum annual contribution by the Board for dental plan coverage for an employee and her dependents shall not exceed \$500. In the event that the cost of the dental insurance premiums exceed \$500, the Board and the employee agree to each pay 50% of any excess. Pursuant to P.L. 2011, Chapter 78, the employee is required to make contributions to the total cost of health coverage.

5. Vacation.

A. The School Business Administrator / Board Secretary shall be entitled to twenty-five (25) vacation days per school year, earned monthly at the rate of 2.083 days during this initial contract period. Vacation may be taken as requested by the School Business Administrator / Board Secretary and approved by the Superintendent.

B. Whenever practicable, vacation days shall be used during the school year in which they accrue. However, up to five (5) days may be accumulated for use in the following year of employment approved by the Board.

6. Sick Leave.

A. As of July 1, the School Business Administrator / Board Secretary shall be entitled to thirteen (13) sick leave days per year. Unused sick leave days shall be accumulated from year to year with a maximum limit of 15 per year. Upon service retirement or disability retirement, the School Business Administrator / Board Secretary shall receive a lump sum payment equivalent to one-ninth of one percent of her annual salary for each unused day accumulated in her personal sick leave bank, to a maximum of 300 days. This payment shall be capped at \$15,000, in compliance with the restrictions set forth in N.J.S.A. 18A:30-3.9.

B. In the event that all accumulated sick leave set forth in paragraph 6.A. above is exhausted, a total of 50 additional sick leave days are available over the life of this contract for extended illness. None of these extended days are reimbursable upon retirement or death as set forth in said paragraph 6.A.

7. Personal Leave Three (3) days absence for personal business shall be allowed per year with full pay. Personal leave is not cumulative. However, unused personal days shall be added to her sick leave bank.

8. Professional Growth of School Business Administrator / Board Secretary.

A. The Board encourages the continuing professional growth of the School Business Administrator / Board Secretary through her participation, as approved by the Superintendent of Schools, in light of her responsibilities as School Business Administrator / Board Secretary. Graduate school coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education, in the following:

(1) The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;

(2) Seminars and courses offered by public or private educational institutions;

(3) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the School Business Administrator / Board Secretary to perform her professional responsibilities for the district.

B. As an encouragement for this professional growth, the district shall budget annual funds for this purpose and pay for the necessary fees for travel and subsistence expenses in accordance with its policies. This will not exceed one national and two state conferences. All expenses will be reimbursed consistent with board policy and appropriate OMB guidelines.

C. The School Business Administrator / Board Secretary shall obtain prior approval of the Superintendent of Schools and the Board of Education in order to participate in all professional development programs and activities.

D. The Board of Education will reimburse the School Business Administrator / Board Secretary 75% of graduate class tuition and fees paid to an accredited university/college. After receiving reimbursement for any courses, the School Business Administrator / Board Secretary agrees to remain in the service of the district for a (3) three-year period or pay back to the Board the amount reimbursed. Tuition reimbursement requires the approval of the Superintendent of Schools.

9. Bereavement.

A. Absence because of death in the School Business Administrator / Board Secretary's immediate household or family (including husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, and daughter-in-law) shall be allowed with full pay for a period not to exceed five (5) days in each case.

B. Absence because of death in the non-immediate family (aunt, uncle, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, grandchild, or any person who has lived in the home of the School Business Administrator / Board Secretary for some time preceding death) shall be allowed with full pay for a period not to exceed three (3) days.

10. Other Leaves. Requests for leave, with or without pay, for reasons other than set forth in this agreement, will be considered by the Superintendent of Schools and Board on an individual basis.

11. Holidays. The School Business Administrator / Board Secretary shall be entitled to thirteen (13) holidays as follows: Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, and Memorial Day. If any such holiday falls on a day during which student attendance is required, an alternate day shall be established by the Board for its celebration.

12. Dues and Fees. The Board will pay the following dues and fees for the School Business Administrator / Board Secretary, plus others as requested and approved by the Superintendent of Schools: A.S.B.O. International; N.J.A.S.B.O.; and Union County A.S.B.O. Roundtable.

13. Travel Expenses. The Board hereby agrees to reimburse the School Business Administrator / Board Secretary for expenses incurred for approved travel in accordance with its established policies, OMB guidelines and N.J.A.C. 6A:23A-7.2.

14. Disability. In the event of disability by illness or incapacity, the School Business Administrator / Board Secretary shall be entitled to utilize all accumulated sick leave, vacation time, and personal time in order to remain on payroll. Thereafter, compensation shall be reinstated after the School Business Administrator / Board Secretary has returned to employment and undertaken the full discharge of her duties.

15. Evaluation. The Superintendent of Schools shall complete the performance evaluation of the School Business Administrator / Board Secretary in accordance with the policies of the Board and the regulations of the NJ State Board of Education.

16. Professional Liability. The Board agrees that it shall provide indemnification in accordance with state law.

17. Termination. The School Business Administrator / Board Secretary and Board mutually agree that at least 60 days prior written notice to terminate this agreement shall be provided to the other party. Such notice shall be in writing and delivered to the Superintendent of Schools should the School Business Administrator / Board Secretary initiate termination, and by Certified Mail to the School Business Administrator / Board Secretary should the Board initiate termination.

18. Miscellaneous.

A. In the case of meetings where the Board intends to discuss the School Business Administrator / Board Secretary's performance or negotiate her contract, the School Business Administrator / Board Secretary's right to notice and to attend shall be governed by statute and law.

B. Outside Activities. The School Business Administrator / Board Secretary shall devote her full time, attention and energy to the business of the district. If the School Business Administrator / Board Secretary chooses to use personal time to perform outside activities, she shall retain any honoraria paid. In no case will the district be responsible for any expenses attendant to the performance of such outside activities.

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

20. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Contract of Employment and the provisions of the Board's policies, or any permissive state or federal law then, unless otherwise prohibited by law, the terms of this Contract of employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

21. Savings Clause. If, during the term of this Contract of Employment it is found that a specific clause of said contract is found to be illegal under federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Contract of Employment; and

WHEREAS, the School Business Administrator / Board Secretary has approved of the terms and conditions of this Contract of Employment; and

WHEREAS, this Contract of Employment has been approved by a vote of the members of the Berkeley Heights Board of Education at its meeting of _____ and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Contract of Employment effective on the day and year first above written.

Donna Felezzola
School Business Administrator / Board Secretary

By: _____
Doug Reinstein, President
Board of Education of the Township
of Berkeley Heights

Witness: _____
Judith Rattner
Superintendent of Schools

Date: _____

COMPLETED MERIT GOAL SUBMITTAL FORM
(COMPENSATION APPROVAL BY ECS)

NAME: Judith Rattner

TITLE: Superintendent

DISTRICT: Berkeley Heights

Type of Goal: Quantitative

Statement of Goal: To successfully implement the Berkeley Heights Strategic Plan-Good to Great- for the 2016-2017 school year.

Contract Year Ending: June 30, 2017

Compensation for achievement of Goal \$5,244.75

Chief School Administrator

Executive County Superintendent

Date

Date

Instructions for Goal Payment Submittal:

- Complete Merit Goal Submittal Form and transmit with support documentation and a Certified *Board Resolution attesting to the goal(s)* completion to ECS and approval for payment is requested
- The ECS will review goal support documentation to verify completion and authorize payment by the Board of Education to the Individual.
- The BOE upon receipt of written payment approval by ECS for goal completion will then execute a *Board Resolution authorizing payment* for goal completion; a certified copy of same is to be forwarded to the County Office to be included in the employee's contract file.

COMPLETED MERIT GOAL SUBMITTAL FORM

(COMPENSATION APPROVAL BY ECS)

NAME: Judith Rattner

TITLE: Superintendent

DISTRICT: Berkeley Heights

Type of Goal: Qualitative

Statement of Goal: By June 30, 2017, a plan to promote the district in a manner that publicized success openly, recognizes district achievements and ensures the best teachers, staff and administrators remain with the district by developing recognition programs for implementation during the 2017-2018 school year.

Contract Year Ending: June 30, 2017

Compensation for achievement of Goal \$3,937.50

Chief School Administrator

Executive County Superintendent

Date

Date

Instructions for Goal Payment Submittal:

- Complete Merit Goal Submittal Form and transmit with support documentation and a Certified *Board Resolution attesting to the goal(s)* completion to ECS and approval for payment is requested
- The ECS will review goal support documentation to verify completion and authorize payment by the Board of Education to the individual.
- The BOE upon receipt of written payment approval by ECS for goal completion will then execute a *Board Resolution authorizing payment* for goal completion; a certified copy of same is to be forwarded to the County Office to be included in the employee's contract file.

COMPLETED MERIT GOAL SUBMITTAL FORM
(COMPENSATION APPROVAL BY ECS)

NAME: Judith Rattner

TITLE: Superintendent

DISTRICT: Berkeley Heights

Type of Goal: Quantitative

Statement of Goal: To research best practices in education and identify at least three (one at each level-elementary, middle and high school) that would benefit the district. My May 15, 2017, a plan for implementation will be developed for each of the identified best practices.

Contract Year Ending: June 30, 2017

Compensation for achievement of Goal \$5,244.75

Chief School Administrator

Executive County Superintendent

Date

Date

Instructions for Goal Payment Submittal:

- Complete Merit Goal Submittal Form and transmit with support documentation and a Certified *Board Resolution attesting to the goal(s)* completion to ECS and approval for payment is requested
- The ECS will review goal support documentation to verify completion and authorize payment by the Board of Education to the individual.
- The BOE upon receipt of written payment approval by ECS for goal completion will then execute a *Board Resolution authorizing payment* for goal completion; a certified copy of same is to be forwarded to the County Office to be included in the employee's contract file.

**BERKELEY HEIGHTS
USE OF FACILITIES FEES**

FEES FOR BUILDING USE - RATES ARE EFFECTIVE JANUARY 1, 2018

	Elementary school		Middle school		High school	
	A	B	A	B	A	B
HOURLY RENTAL						
All Purpose	\$ 45	\$ 105	\$ 75	\$ 125		
Auditorium					TBD	
Stage	\$ 55	\$ 115	\$ 75	\$ 125	TBD	
Gymnasium			\$ 75	\$ 125	\$ 75	\$ 125
Cafeteria					\$ 75	\$ 125
Media Center	\$ 35	\$ 95	\$ 35	\$ 95	\$ 35	\$ 95
Kitchen	\$ 65	\$ 125	\$ 65	\$ 125	\$ 75	\$ 135
Classroom	\$ 25	\$ 65	\$ 25	\$ 65	\$ 25	\$ 65
Athletic Fields	\$ 45	\$ 105	\$ 75	\$ 125	\$ 75	\$ 125

IF IT IS NECESSARY TO PAY A CUSTODIAN TO BE ON DUTY THE COST IS AS FOLLOWS:

\$60/hour

\$90/hour Sundays or Holidays

School Sponsored Programs	No Rental Charge - Custodial as appropriate
PTO Programs	No Rental Charge - Custodial as appropriate
Booster Club Activities	No Rental Charge - Custodial as appropriate
Town Recreation Programs	No Rental Charge - Custodial as appropriate
PAL Sports	No Rental Charge - Custodial as appropriate
Town Council Programs	No Rental Charge - Custodial as appropriate
Scouts	No Rental Charge - Custodial as appropriate
Athletic/Scholastic Groups	
Sponsoring Programs for Our Students	Rental Fee A- Custodial as appropriate
Community Organizations	Rental Fee A- Custodial as appropriate
Profit Making Groups	Rental Fee B- Custodial as applicable

The Board of Education, at its discretion, reserves the right to charge district employees who offer programs to resident students the "A" category rental fee rate.

Custodial Fees are charged when it is required that a custodian be there for a specific group or when additional custodians are required to provide services for an activity

Updated: June 27, 2017

ATTACHMENT A

**Berkeley Heights Public Schools
Office of the Superintendent
June 24, 2021**

Professional Development Days

<u>Name</u>	<u>Event</u>	<u>Date(s)</u>	<u>Cost</u>
Board of Education Members Varley, Melissa School Business Administrator	“New Jersey School Boards Association Annual Workshop” (virtual)	10/26/2021- 10/29/2021	\$900.00 total
McKinney, Scott Nixon, Robert	“New Jersey Leadership Academy: In Pursuit of Equitable Learning Environments for All” New Jersey Principals and Supervisors Association (virtual)	10/2021- 12/2021 (Total of three sessions)	\$900.00 total
Mohr, GERALYN	“Self-Paced Online Course in Adobe Animate CC” Union County College (virtual)	8/20/2021 8/21/2021 8/27/2021 8/28/2021	\$119.00

**CONTRACT OF EMPLOYMENT
BETWEEN
THE BOARD OF EDUCATION OF THE TOWNSHIP OF BERKELEY HEIGHTS
AND
SCOTT MCKINNEY,
ASSISTANT SUPERINTENDENT OF SCHOOLS**

WHEREAS, the Board of Education of the Township of Berkeley Heights (herein referred to as the “Board”) desires to employ Scott McKinney (hereinafter referred to as “McKinney” or “Assistant Superintendent”) in the capacity of Assistant Superintendent of Schools; and

WHEREAS, McKinney desires to serve in that capacity with the Berkeley Heights School District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Appointment and Service as Assistant Superintendent. The Board of Education does hereby engage and employ McKinney in the 12-month position of Assistant Superintendent of Schools for the fiscal year commencing on July 1, 2021 and ending on June 30, 2022.

McKinney hereby accepts employment as Assistant Superintendent of Schools of the Berkeley Heights Public Schools and agrees to provide full, faithful and proper performance of the duties of said position, and to observe and enforce the rules prescribed for the government of the schools by the Board of Education for the 12-month term hereof.

2. Certification. McKinney warrants that he holds a standard certificate issued by the Department of Education of the State of New Jersey, entitling him to be hold the position of Assistant Superintendent of Schools, and that said certificate will be exhibited to the Board Secretary of the Berkeley Heights Public Schools.

3. Salary. The Board of Education of the Township of Berkeley Heights agrees to pay, and McKinney agrees to accept for the period of July 1, 2021 and ending on June 30, 2022, the annual salary of \$182,542.00

4. Medical and Dental Benefits. The Board shall provide the Assistant Superintendent with medical coverage in the districts' medical plan with full family benefits, at his option. The maximum annual contribution by the Board for dental plan coverage for an employee and his dependents shall not exceed \$500. In the event that the cost of the dental insurance premiums exceeds \$500, the Board and the employee agree to each pay 50% of any excess. Pursuant to P.L. 2011, Chapter 78, the Assistant Superintendent is required to make contributions to the total cost of health coverage. The Assistant Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Assistant Superintendent will be paid \$5,000 for waiving such coverage. The annual waiver is irrevocable, with the sole exception if the alternative coverage is lost, then the Assistant Superintendent and eligible dependents may enroll in whichever plan they were enrolled in immediately prior to exercising this waiver.

5. Vacation.

A. The Assistant Superintendent shall be entitled to twenty-five (25) vacation days per school year, earned monthly at the rate of 2.083 days during this initial contract period. Vacation may be taken as requested by the Assistant Superintendent and approved by the Superintendent.

B. Whenever practicable, vacation days shall be used during the school year in which they accrue. However, up to five (5) days may be accumulated for use in the subsequent year. Except in the event of the Assistant Superintendent's separation from employment, unused vacation days must be used in the next subsequent school year or they shall be forfeited.

C. Upon separation from employment, the Assistant Superintendent shall be paid for his unused vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th of the Assistant Superintendent's final salary. The Board shall make any such payment within 30 days after the Assistant Superintendent's last day of employment. In the event of the Assistant Superintendent's death, payment for his unused accumulated vacation shall be made to his estate.

D. The Assistant Superintendent will be allowed to have a payout of (3) three accrued vacation days each school year in a non-pensionable check issued in July calculated at the employee's per diem rate (1/260th). Any unused in session vacation days that are paid at the Assistant Superintendent's per diem rate (1/260th) will not be accumulated thereafter and any unused in session vacation days that are not paid will accumulate subject to the specific accrual limits set forth in Paragraph B above.

6. Sick Leave. As of July 1, the Assistant Superintendent shall be entitled to thirteen (13) sick leave days per year. Unused sick leave days shall be accumulated from year to year with a maximum limit of 15 per year. Upon service retirement or disability retirement, the Assistant Superintendent shall receive a lump sum payment equivalent to one-ninth of one percent of his

final annual salary for each unused day accumulated in his personal sick leave bank, to a maximum of 300 days. This payment shall be capped at \$15,000, in compliance with the restrictions set forth in N.J.S.A. 18A:30-3.9. Any payment for unused sick days shall be made by the Board within 30 days of the Assistant Superintendent's last day of employment.

7. Personal Leave. The Assistant Superintendent is granted 3 days absence for personal business per year with full pay. Personal leave is not cumulative. However, unused personal days shall convert to sick days and be added to Assistant Superintendent's sick leave bank.

8. Professional Growth of Assistant Superintendent.

A. The Board encourages the continuing professional growth of the Assistant Superintendent through his participation, as approved by the Superintendent of Schools, in light of his responsibilities as Assistant Superintendent, in the following:

(1) The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;

(2) Seminars and courses offered by public or private educational institutions;

(3) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform his professional responsibilities for the district.

B. As an encouragement for this professional growth, the district shall budget annual funds for this purpose and pay for the necessary fees for travel and subsistence expenses in accordance with its policies. This will not exceed one national and two state conferences. All expenses will be reimbursed consistent with board policy and appropriate OMB guidelines.

C. The Assistant Superintendent shall obtain prior approval of the Superintendent of Schools and the Board of Education in order to participate in all professional development programs and activities.

D. The Board of Education will reimburse the Assistant Superintendent 75% of graduate class tuition and fees paid to an accredited university/college. After receiving reimbursement for any courses, the Assistant Superintendent agrees to remain in the service of the district for a (2) two-year period or pay back to the Board the amount reimbursed. Tuition reimbursement requires the approval of the Superintendent of Schools.

9. Bereavement.

A. Absence because of death in the Assistant Superintendent's immediate household or family (including wife, husband, mother, father, brother, sister, son, daughter, mother

-in-law, father-in-law, son-in-law, and daughter-in-law) shall be allowed with full pay for a period not to exceed five (5) days in each case.

B. Absence because of death in the non-immediate family (aunt, uncle, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, grandchild, or any person who has lived in the home of the Assistant Superintendent for some time preceding death) shall be allowed with full pay for a period not to exceed three (3) days.

10. Other Leaves. Requests for leave, with or without pay, for reasons other than set forth in this agreement, will be considered by the Superintendent of Schools and Board on an individual basis.

11. Holidays. The Assistant Superintendent shall be entitled to thirteen (13) holidays as follows: Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, and Memorial Day. If any such holiday falls on a day during which student attendance is required, an alternate day shall be established by the Board for its celebration.

12. Dues and Fees. The Board will pay the following dues and fees for the Assistant Superintendent: A.A.S.A.; N.J.A.S.A.; and Union County Roundtable. The Assistant Superintendent may join other organizations at the expense of the Board subject to prior approval of the Superintendent.

13. Travel Expenses. The Board hereby agrees to reimburse the Assistant Superintendent for expenses incurred for approved travel in accordance with its established policies, OMB guidelines and N.J.A.C. 6A:23A-7.2.

14. Disability. In the event of disability by illness or incapacity, the Assistant Superintendent shall be entitled to utilize all accumulated sick leave, vacation time, and personal time in order to remain on payroll. Thereafter, compensation shall be reinstated after the Assistant Superintendent has returned to employment and undertaken the full discharge of his duties.

15. Evaluation. The Superintendent of Schools shall complete the performance evaluation of the Assistant Superintendent in accordance with the policies of the Board and the regulations of the NJ State Board of Education.

16. Professional Liability. The Board agrees that it shall provide indemnification in accordance with state law.

17. Termination. The Assistant Superintendent and Board mutually agree that at least 60 days prior written notice to terminate this agreement shall be provided to the other party. Such notice shall be in writing and delivered to the Board Secretary should the Assistant Superintendent initiate termination, and by Certified Mail to the Assistant Superintendent should the Board initiate termination. In the event that the certificate of the Assistant Superintendent is revoked this contract is null and void as of the date of revocation.

18. Miscellaneous.

A. In the case of meetings where the Board intends to discuss the Assistant Superintendent's performance or negotiate his contract, the Assistant Superintendent's right to notice and to attend shall be governed by statute and law.

B. Outside Activities. The Assistant Superintendent shall devote his full time, attention and energy to the business of the district. If the Assistant Superintendent chooses to use personal time to perform outside activities, he shall retain any honoraria paid. In no case will the district be responsible for any expenses attendant to the performance of such outside activities.

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

20. Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

21. Savings Clause. If, during the term of this Employment Contract it is found that a specific clause of said contract is found to be illegal under federal or state law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

22. Pre-Existing Tenure Rights. The Assistant Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Assistant Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Assistant Superintendent shall have the right to assert all tenure and seniority rights in the event that the Superintendent non-renews the Assistant Superintendent's employment and/or in the event the Board terminated this Employment Contract for any reason.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Contract of Employment; and

WHEREAS, the Assistant Superintendent has approved of the terms and conditions of this Contract of Employment; and

WHEREAS, this Contract of Employment has been approved by a vote of the members of the Berkeley Heights Board of Education at its meeting on June 24, 2021 and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Contract of Employment effective on the day and year first above written.

Scott McKinney
Assistant Superintendent

By: _____
Doug Reinstein, President
Board of Education of the
Township of Berkeley Heights

Witness: _____
Melissa Varley
Superintendent of Schools

Date: _____

Assistant Superintendent

Detailed Statement of Contract Costs

District: Berkeley Heights

Name: Scott McKinney

Job Title: Assistant Superintendent

District Grade Span: K-12

On Roll Students as of 10-15-20: 2536

	2020-2021	2021-2022	Difference	% Inc
Salary				
Salary	\$ 180,735	\$ 182,542	\$1,807	1.00%
Subcontracted Services	\$ -	\$ -		
Longevity	\$ -	\$ -		
TOTAL ANNUAL SALARY	\$ 180,735	\$ 182,542	\$1,807	1.00%

Additional Salary				
Quantitative Merit Goals	\$ -	\$ -		
Qualitative Merit Goals	\$ -	\$ -		
Additional Compensation - Describe:	\$ -	\$ -		
Total Additional Salary	\$ -	\$ -		
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 180,735	\$ 182,542	\$1,807	1.00%

Board Contribution for Cost of Premiums for:				
Health Insurance	\$ -	\$ -		
Prescription Insurance	\$ -	\$ -		
Dental Insurance	\$ -	\$ -		
Vision Insurance	\$ -	\$ -		
Disability Insurance	\$ -	\$ -		
Other Insurance - Describe:	\$ -	\$ -		
Waiver of Benefits	\$ 5,000	\$ 5,000		
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -		
Board Cost of Premiums	\$ 5,000	\$ 5,000	\$0	0.00%
Employee Contribution to Premiums as per Law	\$ -	\$ -	\$0	
TOTAL HEALTH BENEFITS COMPENSATION	\$ 5,000	\$ 5,000	\$0	0.00%

Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,200	\$ 1,200		
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,200	\$ 1,200		
Tuition Reimbursement	\$ 2,000	\$ 2,000		
Mentoring Expenses - Describe:	\$ -	\$ -		
National/State/County/Local/Other Dues	\$ 2,000	\$ 2,000		
Subscriptions	\$ -	\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -		
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe: Unused Vacation Days max 3 per year	\$ 695.13	\$ 2,106		
TOTAL OTHER COMPENSATION	\$ 7,095	\$ 8,506	\$1,411	19.89%

Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ 20,854	\$ 21,063		
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ 35,854	\$ 36,063	\$209	0.58%
TOTAL CONTRACT COST	\$ 228,684	\$ 232,111	\$3,427	1.50%

Revised 5/16/17

It is recommended by the Superintendent of Schools that the Board of Education approve the employment and salaries of the district administrators listed below for the 2021-2022 fiscal year:

<u>NAME</u>	<u>POSITION</u>	<u>2021-2022 SALARY</u>
Acosta, Grace	Assistant Principal	131,434
Bartlett, Jacqueline	Assistant Principal	117,173
Clifton, Ann	Director	145,296
Corley-Hand, Anne	Elementary Principal	163,311
Finley, James	Supervisor	126,657
Gardner, Michele	Director	160,715
Gasparini, Patricia	Elementary Principal	185,156
Geiger, Frank	Middle School Principal	176,572
Hopkins, Stephen	Supervisor	170,139
Janosko, Ashley	Director	143,316
Morisseau, Jon	Elementary Principal	175,553
Morra, Kevin	Supervisor	139,651
Nardi, Jessica	Elementary Principal	162,577
Nixon, Robert	High School Principal	175,294
Oliveria, Tara	Assistant Principal	130,133
Scott, Laurie	Supervisor	163,685
Ziobro, Drew	Supervisor	126,657

CENTRAL OFFICE SALARY SCHEDULE

	2021/2022
CENTRAL OFFICE STAFF	Salary
BUSINESS OFFICE	
Amiano, Anthony	112,313
Bongiovanni, Alicia	70,677
McAdam, Lisa	74,522
Pitingolo, Cathy	59,812
Scarpati, Marilyn	61,413
SUPERINTENDENT'S OFFICE	
Kantrowitz, Linda	62,755
Long, Thomas	125,088
Azalone, Diane	63,485
SUPERVISOR'S OFFICE	
Bussiculo, Lisa	49,173
TECHNOLOGY	
Joachim, Philippe	78,429
Nichnadowicz, Robert	53,192
Rafferty, Kevin	61,830
Skara, Mike	149,542
Griffin, Chloe	48,611
Roszak, Karen	46,460
TRANSPORTATION	
Sheehan, Kelly	59,612
ADMINISTRATION	
Kopacz, Marybeth	138,096
McKinney, Scott	182,542

**EMPLOYMENT AGREEMENT
BY AND BETWEEN**

**ANTHONY AMIANO
SUPERVISOR OF BUILDING AND GROUNDS**

AND

THE BERKELEY HEIGHTS BOARD OF EDUCATION

This Agreement is made and entered into this 30th day of June, 2021 by and between the Berkeley Heights Board of Education, with offices located at 345 Plainfield Avenue, Berkeley Heights, New Jersey 07922 (hereinafter referred to as the "Board"), and Anthony Amiano, whose address is 236 Lincoln Street, Berkeley Heights, New Jersey 07922 (hereinafter referred to as the "Supervisor of Building and Grounds").

The Board and the Supervisor of Building and Grounds, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby employs the Supervisor of Building and Grounds for a term commencing July 1, 2021 through June 30, 2022.

2. RESPONSIBILITIES

All duties assigned to the Supervisor of Building and Grounds shall be appropriate to and consistent with the professional role and responsibility of the Supervisor of Building and Grounds, and shall be set by Board policy and/or a Job Description which may be modified from time to time by the Board consistent with the intent set forth in this agreement.

3. COMPENSATION

The Supervisor of Building and Grounds' salary for the period of July 1, 2021 through June 30, 2022 shall be as follows: \$112,313.00.

4. LEAVES

A. VACATION

The Supervisor of Building and Grounds shall be granted twenty (20) vacation days annually, all of which shall be available on July 1 of each year. If the Supervisor of Building and Grounds was not employed for a full year prior to July 1, then the number of vacation days will be pro-rated based on the annual vacation allowance after one full prior year of service. The Supervisor of Building and Grounds shall be granted twenty-five (25) vacation days annually after seven (7) years of service. It is expected that vacation days will be taken in the year that they are earned and there will be no carryover of vacation days.

B. HOLIDAYS

The Supervisor of Building and Grounds shall be entitled to thirteen (13) paid holidays in accordance with the Board's schedule of holidays approved for twelve month employees.

C. SICK LEAVE

The Supervisor of Building and Grounds shall be entitled to thirteen (13) days of sick leave annually. The unused portion of such leave, at the end of the fiscal year, shall be cumulative.

D. PERSONAL/FAMILY LEAVE

The Supervisor of Building and Grounds shall be granted three (3) personal days annually to be used at his discretion for personal matters which require absence from work. Unused personal days shall convert to accumulated sick leave at the end of each fiscal year. The maximum number of combined sick and personal leave days to be carried over as cumulative is 15 per year.

E. BEREAVEMENT

The Supervisor of Building and Grounds shall be granted up to five (5) days of absence annually for bereavement due to the death of a member of his immediate family. Immediate family is defined as spouse, sibling, parent, or parent in-law. The Supervisor of Building and Grounds shall be granted up to three (3) days of absence annually for bereavement due to the death of a member of his non-immediate family. Non-immediate family is defined as aunt, uncle, brother in-law, sister in-law, niece, nephew or any person who has lived in the home of the Supervisor of Building and Grounds.

F. OTHER LEAVES

All requests for leave, other than those set forth above, shall be considered by the Superintendent of Schools on a case by case basis.

5. MEDICAL INSURANCE

A. MAJOR MEDICAL/HOSPITALIZATION

The Board shall provide to the Supervisor of Building and Grounds, the medical insurance plan in accordance with the terms of the collective bargaining agreement between the Board and the Berkeley Heights Education Association.

B. DENTAL CARE

The Board shall provide to the Supervisor of Building and Grounds, the dental care plan in accordance with the terms of the collective bargaining agreement between the Board and the Berkeley Heights Education Association.

C. REQUIRED CONTRIBUTIONS

The Supervisor of Buildings and Grounds is required to contribute towards medical and dental expenses as required by the collective bargaining agreement between the Berkeley Heights Education Association and as required by legislation.

6. SEPARATION FROM SERVICE

The Supervisor of Building and Grounds shall also receive the following as part of his compensation upon his separation from employment within the district:

A. WITHDRAWAL/TERMINATION

Upon the Supervisor of Building and Grounds' separation from employment within the district, the Board will pay the amount not to exceed all unused, accumulated vacation days at the number of days and dollar amount accumulated as of June 30, 2012. The number of accumulated days as of June 30, 2012 for the Supervisor of Building and Grounds is: 41.5 days, valued at \$15,045. If the value of the accumulated days at the time of separation is less than \$15,045, the Supervisor of Buildings and Grounds will be paid the lesser amount.

B. RETIREMENT/DISABILITY

Upon full-service retirement or disability retirement, the Supervisor of Building and Grounds shall receive reimbursement for accumulated sick days at the amount not to exceed the value of days that were earned as of June 30, 2012. The number of accumulated days for the Supervisor of Building and Grounds is: 300 days, valued at \$31,419. If the value of the accumulated days at the time of separation is less than \$31,419, the Supervisor of Buildings and Grounds will be paid the lesser amount.

C. DEATH

If the Supervisor of Building and Grounds dies before the end of the term of this Agreement, payment for his unused accumulated vacation days shall be made to his estate.

7. TERMINATION OF AGREEMENT

Unless the parties mutually agree to terminate this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.

8. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal in federal or State law or State regulation, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

WHEREAS, the Board has approved the terms and conditions of this Agreement; and

WHEREAS, the Supervisor of Building and Grounds has approved of the terms and conditions of this agreement; and,

IN WITNESS WHEREOF, they set their hands and seals to this Agreement effective on the day and year first above written.

BERKELEY HEIGHTS BOARD OF EDUCATION

By: _____
Doug Reinstein
President

By: _____
Anthony Amiano
Supervisor of Building and Grounds

Attest _____
Donna Felezzola
School Business Administrator/Board Secretary

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THOMAS LONG
ASSISTANT TO THE SUPERINTENDENT**

AND

THE BERKELEY HEIGHTS BOARD OF EDUCATION

This Agreement is made and entered into this 30th day of June, 2021 by and between the Berkeley Heights Board of Education, with offices located at 345 Plainfield Avenue, Berkeley Heights, New Jersey 07922 (hereinafter referred to as the "Board"), and Thomas Long, whose address is 3117 Hiawatha Avenue, Point Pleasant, New Jersey 08742 (hereinafter referred to as the "Assistant to the Superintendent").

The Board and the Assistant to the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby employs the Assistant to the Superintendent for a term commencing July 1, 2021 through June 30, 2022.

2. RESPONSIBILITIES

All duties assigned to the Assistant to the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the Assistant to the Superintendent, and shall be set by Board policy and/or a Job Description which may be modified from time to time by the Board consistent with the intent set forth in this agreement.

3. COMPENSATION

The Assistant to the Superintendent's salary for the period of July 1, 2021 through June 30, 2022 shall be as follows: \$125,088.00.

4. LEAVES

A. VACATION

The Assistant to the Superintendent shall be granted twenty (20) vacation days annually, all of which shall be available on July 1 of each year. If the Assistant to the Superintendent was not employed for a full year prior to July 1, then the number of vacation days will be pro-rated based on the annual vacation allowance after one full prior year of service. The Assistant to the Superintendent shall be granted twenty-five (25) vacation days annually after seven (7) years of service. It is expected that vacation days will be taken in the year that they are earned and there will be no carryover of vacation days.

B. HOLIDAYS

The Assistant to the Superintendent shall be entitled to thirteen (13) paid holidays in accordance with the Board's schedule of holidays approved for twelve month employees.

C. SICK LEAVE

The Assistant to the Superintendent shall be entitled to thirteen (13) days of sick leave annually. The unused portion of such leave, at the end of the fiscal year, shall be cumulative.

D. PERSONAL/FAMILY LEAVE

The Assistant to the Superintendent shall be granted three (3) personal days annually to be used at his discretion for personal matters which require absence from work. Unused personal days shall convert to accumulated sick leave at the end of each fiscal year. The maximum number of combined sick and personal leave days to be carried over as cumulative is 15 per year.

E. BEREAVEMENT

The Assistant to the Superintendent shall be granted up to five (5) days of absence annually for bereavement due to the death of a member of his immediate family. Immediate family is defined as spouse, sibling, parent, or parent in-law. The Assistant to the Superintendent shall be granted up to three (3) days of absence annually for bereavement due to the death of a member of his non-immediate family. Non-immediate family is defined as aunt, uncle, brother in-law, sister in-law, niece, nephew or any person who has lived in the home of the Assistant to the Superintendent.

F. OTHER LEAVES

All requests for leave, other than those set forth above, shall be considered by the Superintendent of Schools on a case by case basis.

5. MEDICAL INSURANCE

A. MAJOR MEDICAL/HOSPITALIZATION

The Board shall provide to the Assistant to the Superintendent, the medical insurance plan in accordance with the terms of the collective bargaining agreement between the Board and the Berkeley Heights Education Association.

B. DENTAL CARE

The Board shall provide to the Assistant to the Superintendent, the dental care plan in accordance with the terms of the collective bargaining agreement between the Board and the Berkeley Heights Education Association.

C. REQUIRED CONTRIBUTION

The Assistant to the Superintendent is required to contribute towards medical and dental expenses as required by the collective bargaining agreement between the Board and the Berkeley Heights Education Association and as required by legislation.

6. MILEAGE REIMBURSEMENT

The Assistant to the Superintendent will be reimbursed for business related travel at the rate per mile permitted by the NJ Department of Education regulations.

7. INCLEMENT WEATHER

The Assistant to the Superintendent does not have to report to work when schools are closed for inclement weather.

8. SEPARATION FROM SERVICE

The Assistant to the Superintendent shall also receive the following as part of his compensation upon his separation from employment within the district:

A. WITHDRAWAL/TERMINATION

Upon the Assistant to the Superintendent's separation from employment within the district, the Board will pay the value not to exceed all unused, accumulated vacation days at the number of days and dollar amount accumulated as of June 30, 2012. The number of accumulated days as of June 30, 2012 for the Assistant to the Superintendent is: 54 days, valued at \$20,517. If the value of the accumulated days at the time of separation is less than \$20,540, the Assistant to the Superintendent will be paid the lesser amount.

B. RETIREMENT/DISABILITY

Upon full-service retirement or disability retirement, the Assistant to the Superintendent shall receive reimbursement for accumulated sick days at the amount not to exceed the value of days that were earned as of June 30, 2012. The number of accumulated days for the Assistant to the Superintendent is: 161.5 days, valued at \$17,726. If the value of the accumulated days at the time of separation is less than \$17,726, the Assistant to the Superintendent will be paid the lesser amount.

C. DEATH

If the Assistant to the Superintendent dies before the end of the term of this Agreement, payment for his unused accumulated vacation days shall be made to his estate.

9. TERMINATION OF AGREEMENT

Unless the parties mutually agree to terminate this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.

10. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal in federal or State law or State regulation, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

WHEREAS, the Board has approved the terms and conditions of this Agreement; and

WHEREAS, the Assistant to the Superintendent has approved of the terms and conditions of this agreement; and,

IN WITNESS WHEREOF, they set their hands and seals to this Agreement effective on the day and year first above written.

BERKELEY HEIGHTS BOARD OF EDUCATION

By: _____
Doug Reinstein
President

By: _____
Thomas Long
Assistant to the Superintendent

Attest _____
Donna Felezzola
School Business Administrator/Board Secretary

**EMPLOYMENT AGREEMENT
BY AND BETWEEN**

**MICHAEL D. SKARA
TECHNOLOGY SPECIALIST/COORDINATOR**

AND

THE BERKELEY HEIGHTS BOARD OF EDUCATION

This Agreement is made and entered into this 30th day of June, 2021 by and between the Berkeley Heights Board of Education, with offices located at 345 Plainfield Avenue, Berkeley Heights, New Jersey 07922 (hereinafter referred to as the "Board"), and Michael D. Skara, whose address is 26 West Cedar Street, Livingston, New Jersey 07039 (hereinafter referred to as the "Technology Specialist/Coordinator").

The Board and the Technology Specialist/Coordinator, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby employs the Technology Specialist/Coordinator for a term commencing July 1, 2021 through June 30, 2022.

2. RESPONSIBILITIES

All duties assigned to the Technology Specialist/Coordinator shall be appropriate to and consistent with the professional role and responsibility of the Technology Specialist/Coordinator, and shall be set by Board policy and/or a Job Description which may be modified from time to time by the Board consistent with the intent set forth in this agreement.

3. COMPENSATION

The Technology Specialist/Coordinator's salary for the period of July 1, 2021 through June 30, 2022 shall be as follows: \$149,542.00.

4. LEAVES

A. VACATION

The Technology Specialist/Coordinator shall be granted twenty (20) vacation days annually, all of which shall be available on July 1 of each year. If the Technology Specialist/Coordinator was not employed for a full year prior to July 1, then the number of vacation days will be pro-rated based on the annual vacation allowance after one full prior year of service. The Technology Specialist/Coordinator shall be granted twenty-five (25) vacation days annually after seven (7) years of service. It is expected that vacation days will be taken in the year that they are earned and there will be no carryover of vacation days.

B. HOLIDAYS

The Technology Specialist/Coordinator shall be entitled to thirteen (13) paid holidays in accordance with the Board's schedule of holidays approved for twelve month employees.

C. SICK LEAVE

The Technology Specialist/Coordinator shall be entitled to thirteen (13) days of sick leave annually. The unused portion of such leave, at the end of the fiscal year, shall be cumulative.

D. PERSONAL/FAMILY LEAVE

The Technology Specialist/Coordinator shall be granted three (3) personal days annually to be used at his discretion for personal matters which require absence from work. Unused personal days shall convert to accumulated sick leave at the end of each fiscal year. The maximum number of combined sick and personal leave days to be carried over as cumulative is 15 per year.

E. BEREAVEMENT

The Technology Specialist/Coordinator shall be granted up to five (5) days of absence annually for bereavement due to the death of a member of his immediate family. Immediate family is defined as spouse, sibling, parent, or parent in-law. The Technology Specialist/Coordinator shall be granted up to three (3) days of absence annually for bereavement due to the death of a member of his non-immediate family. Non-immediate family is defined as aunt, uncle, brother in-law, sister in-law, niece, nephew or any person who has lived in the home of the Technology Specialist/Coordinator.

F. OTHER LEAVES

All requests for leave, other than those set forth above, shall be considered by the Superintendent of Schools on a case by case basis.

5. MEDICAL INSURANCE

A. MAJOR MEDICAL/HOSPITALIZATION

The Board shall provide to the Technology Specialist/Coordinator, the medical insurance plan in accordance with the terms of the collective bargaining agreement between the Board and the Berkeley Heights Education Association.

B. DENTAL CARE

The Board shall provide to the Technology Specialist/Coordinator, the dental care plan in accordance with the terms of the collective bargaining agreement between the Board and the Berkeley Heights Education Association.

C. REQUIRED CONTRIBUTION

The Technology Specialist/Coordinator is required to contribute towards medical and dental expenses as required by the collective bargaining agreement between the Board and the Berkeley Heights Education Association and as required by legislation.

6. MILEAGE REIMBURSEMENT

The Technology Specialist/Coordinator will be reimbursed for business related travel at the rate per mile permitted by the NJ Department of Education regulations.

7. INCLEMENT WEATHER

The Technology Specialist/Coordinator does not have to report to work when schools are closed for inclement weather.

8. SEPARATION FROM SERVICE

The Technology Specialist/Coordinator shall also receive the following as part of his compensation upon his separation from employment within the district:

A. WITHDRAWAL/TERMINATION

Upon the Technology Specialist/Coordinator's separation from employment within the district, the Board will pay the value not to exceed all unused, accumulated vacation days at the number of days and dollar amount accumulated as of June 30, 2012. The number of accumulated days as of June 30, 2012 for the Technology Specialist/Coordinator is: 45 days, valued at \$20,539. If the value of the accumulated days at the time of separation is less than \$20,539, the Technology Specialist/Coordinator will be paid the lesser amount.

B. RETIREMENT/DISABILITY

Upon full-service retirement or disability retirement, the Technology Specialist/Coordinator shall receive reimbursement for accumulated sick days at the amount not to exceed the value of days that were earned as of June 30, 2012. The number of accumulated days for the Technology Specialist/Coordinator is: 96.5 days, valued at \$12,724. If the value of the accumulated days at the time of separation is less than \$12,724, the Technology Specialist/Coordinator will be paid the lesser amount.

C. DEATH

If the Technology Specialist/Coordinator dies before the end of the term of this Agreement, payment for his unused accumulated vacation days shall be made to his estate.

9. TERMINATION OF AGREEMENT

Unless the parties mutually agree to terminate this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.

10. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal in federal or State law or State regulation, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

WHEREAS, the Board has approved the terms and conditions of this Agreement; and

WHEREAS, the Technology Specialist/Coordinator has approved of the terms and conditions of this agreement; and,

IN WITNESS WHEREOF, they set their hands and seals to this Agreement effective on the day and year first above written.

BERKELEY HEIGHTS BOARD OF EDUCATION

By: _____
Doug Reinstein
President

By: _____
Michael D. Skara
Technology Specialist/Coordinator

Attest _____
Donna Felezzola
School Business Administrator/Board Secretary

BERKELEY HEIGHTS BOARD OF EDUCATION

SUPERVISORS CONTRACT

CUSTODIAL MAINTENANCE

July 1, 2021 - June 30, 2024

THIS AGREEMENT, made the 24^h day of June 2021 between the Board of Education of the Township of Berkeley Heights, New Jersey, hereinafter referred to as the "Board" and the following supervisory personnel:

Anthony Abate
Richard Romano
Andrew O'Dowd

Nolberto Gonzales
Joseph Foti

Richard Quandt
Johan Marin

The parties have met and negotiated certain agreements as follows:

- A.
 - 1. The term of the contract shall be from July 1, 2021 to June 30, 2024.
 - 2. The salary schedule for the fiscal years 2021-2022, 2022-2023 and 2023-2024 will be as attached hereto as Schedule A.

B. INSURANCE COVERAGE

- 1. The Board will provide the existing health and hospitalization insurance for each employee who wishes such coverage and for dependent coverage. The Board reserves the right to transfer the health and hospitalization insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be similar to or better than that presently existing. Caps on insurance costs, if any, will be those in effect for the Berkeley Heights Education Association for any given year.

The Board will offer the option of a high deductible Health Savings Account (HSA). All employees will contribute towards health insurance according to Chapter 78, P.L. 2011. The Board shall make a deposit of \$2,000 for single coverage and \$4,000 for family coverage into the HSA for any Staff member that chooses the High Deductible Healthcare Plan. This HSA deposit is being offered on a "trial" period over the duration of this contract, and may be cancelled by the Board of Education upon expiration of this Agreement.

2. The Board will provide the existing dental insurance for each employee and his/her dependents. The Board reserves the right to transfer the dental insurance coverage to another company, but agrees that if this is done, the coverage shall be similar or better than that presently existing. Caps on dental insurance costs, if any, will be those in effect for the Berkeley Heights Education Association for any given year.
3. Any member covered by this contract has the option to waive and surrender their rights to participate in the Board provided health/medical program on an annual basis. In return for this waiver the employee shall receive an annual allowance of \$4,000.00.

C. SICK LEAVE INCENTIVE

Any supervisory personnel who leaves the district for full-service retirement, shall receive a lump sum payment equivalent to 1/9 of 1% of final annual salary for each unused sick day accumulated in his/her personal sick leave bank up to a maximum of 300 days. The maximum payout is capped at \$15,000. In the event of death before retirement, the employee's beneficiary shall receive the lump sum payment described herein.

Full service retirement is defined as retirement at age fifty-five (55) or older with twenty-five (25) years or more of service or retirement at age sixty (60) or after.

D. VACATION SCHEDULE

<u>Years of Service</u>	<u>Allowance</u>
1-6	2 weeks
7-12	3 weeks
13 +	4 weeks

After employees complete 20 years of service in the district, they will receive one additional day of vacation per year for each year served, but not to exceed five (5) days (i.e. 21 years - 21 days; 22 years - 22 days; 23 years - 23 days; 24 years - 24 days; 25 years - 25 days; 26 years - 25 days). Employees hired after January 5, 2017 will be limited to 4 weeks' vacation after 13 years.

Up to Five (5) days per year may be used at any time during the school year providing building coverage and overtime are not problems.

Supervisory personnel may accumulate up to thirty vacation days to be carried to the next fiscal year. Any vacation days not used by an employee over the thirty accumulated days shall be converted to sick days at the end of the fiscal year.

Employees shall be entitled to the following paid holidays:

Veterans Day	New Year's Day	Good Friday
Columbus Day	General Election Day	Memorial Day
Thanksgiving	Lincoln's Birthday	Independence Day
Christmas	Washington's Birthday	Labor Day
Martin Luther King's Birthday		

E. OVERTIME

1. Any time worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half. Approved time off, such as sick leave, personal leave or vacation leave, shall count towards the forty (40) hour requirement.
2. Overtime worked on Sundays and/or holidays when school is not in session shall be paid at double time.

F. TEMPORARY LEAVES, SICK DAYS ETC.

As detailed in the contract between the Board and the Berkeley Heights Education Association Custodial and Maintenance Unit (Articles XV) also apply to this contract.

G. UNIFORM ALLOWANCE

1. Employees shall be required to appear for work in proper uniform. Any employee improperly attired will be sent home and docked for the day upon the second offense and thereafter.
2. Yearly purchase allowance of 6 shirts and 2 pants for all members. Further, custodian and maintenance employees would be required to wear blue work pants, not jeans, as part of the uniform. Allowance includes \$150 reimbursement for work boots.
3. The current practice whereby the Board shall designate one (1) or more providers from whom the above uniforms may be ordered, and who shall bill the Board directly, shall be continued for the life of this Agreement.

H. INCLEMENT WEATHER

1. Supervisory personnel shall be required to report to work for snow removal on "snow days" and will receive their regular day's pay with no premium. Reporting to work for snow removal or emergency checks is mandatory.
2. If all snow days built into the school calendar are used and a supervisor reports to work for all snow removal days, a compensation day will be given to said employee. This compensation day will be taken during the summer at the discretion of the Supervisor of Building and Grounds with no additional overtime cost to the district.

I. ALARM ACTIVITIES

Supervisory personnel shall follow required response procedure to alarm activities.

J. CALL-IN TIME

1. Any head custodian "called in" to work after the termination of his regular shift, or called in prior to the start of his regular shift and not contiguous to such shift shall be paid for such hours called in at the rate of one and one-half (1 1/2) his regular hourly rate of pay. The call-in provisions will not be utilized to deprive an employee of his regularly scheduled work shift.
2. Any head custodian called in to work after the termination of his regular shift shall be guaranteed two (2) hours pay at the premium rate hereinabove referred to for work performed that is completed within two (2) hours or less. If the work performed exceeds two (2) hours, then the hours multiplied by the appropriate premium rate shall be the amount of pay earned for the call-in.

K. NEW HIRES

Newly hired supervisory personnel will be hired on a three-month probationary period. During this period, they will be paid the salary & stipend appropriate to their new position. At the end of the probationary period they will be offered a permanent position or placed back in their previous position at the step they held prior to promotion.

L. UNUSED SNOW DAYS

When the district is closed for 2-4 unused snow days, 2 days will be counted as a holiday for custodial, maintenance and transportation staff. When the district is closed for one unused snow day, one day will be counted as a holiday for custodial, maintenance and transportation staff. If the employee is required to work on any of the days identified as a holiday, they will be paid time and a half. Give back dates will be determined by the Superintendent.

M. TUITION REIMBURSEMENT

Employees interested in taking classes for the Certified Facilities Manager Certificate shall be reimbursed 85% of the costs, based on the classes offered at Rutgers University. Any individual who voluntarily leaves the Berkeley Heights School System within 1 year after requesting reimbursement shall not be entitled to reimbursement, or if he has received such reimbursement, shall promptly repay the District the full amount thereof.

N. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect until June 30, 2024, subject to negotiations for a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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

BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

By: _____
Doug Reinstein, President

Attest: _____
Donna A. Felezzola, School Business Administrator/Board Secretary

BERKELEY HEIGHTS SUPERVISORY PERSONNEL

By: _____
Anthony Abate

Nolberto Gonzales

Joseph Foti

Johan Marin

Andrew O'Dowd

Richard Quandt

Richard Romano

SCHEDULE A BERKELEY HEIGHTS BOARD OF EDUCATION			
	Base Salary		
2021-2022	\$81,932		
2022-2023	\$84,554		
2023-2024	\$87,260		
	Stipend		
	Year 1	Year 2	Year 3
Night Supervisor High School	\$3,600	\$3,600	\$3,600
Elementary School Supervisor	\$3,600	\$3,600	\$3,600
Middle School & Maintenance	\$4,600	\$4,600	\$4,600
High School Supervisor	\$5,600	\$5,600	\$5,600
	2021-2022	2022-2023	2023-2024
	Salary & Stipend	Salary & Stipend	Salary & Stipend
MKM-Head Custodian	\$95,695	\$98,641	\$101,682
TPH-Head Custodian	\$85,532	\$88,153	\$90,860
MP-Head Custodian	\$95,695	\$98,641	\$101,682
WW-Head Custodian	\$85,532	\$88,153	\$90,860
COL-Head Custodian	\$86,532	\$89,153	\$91,860
GLHS-Head Custodian	\$87,532	\$90,153	\$92,860
GLHS-Night Supervisor	\$85,532	\$88,153	\$90,860
Salaries for the head custodian and MKMECC and Mountain Park are based on current personnel staying in the same position. If personnel are reassigned to a different position, salaries will change appropriately.			

- A. Employees hired after January 5, 2017 will not be entitled to longevity payments. Current employees will receive an annual stipend payment as follows:

Hired Prior to July 1, 2001	\$1,700.00
Hired 7/1/01-6/30/06	\$1,200.00
Hired 7/1/06-contract ratification date	\$ 750.00
Hired after ratification date	\$ 0

The longevity payment to Anthony Abate shall remain at \$4,940 and the longevity payment of \$3,853 to Rick Quandt shall be frozen.

2021-2022 Custodial Maintenance Supervisors' Contract Rates

Name		Base Salary	Bldg. Stipend		Stipend	Total
ABATE	ANTHONY	\$89,239	\$3,600	\$92,839	\$4,940	\$97,779
FOTI	JOSEPH	\$79,391	\$3,600	\$82,991	\$750	\$83,741
GONZALES	NOLBERTO	\$79,391	\$3,600	\$82,991	\$1,200	\$84,191
MARIN	JOHAN	\$79,391	\$5,600	\$84,991	\$1,200	\$86,191
O'DOWD	ANDREW	\$79,391	\$3,600	\$82,991		\$82,991
QUANDT	RICHARD	\$89,239	\$3,600	\$92,839	\$3,853	\$96,692
ROMANO	RICHARD	\$79,391	\$4,600	\$83,991	\$1,700	\$85,691

Salary figures for 2020/2021. The Contract between the Board of Education and the Berkeley Heights Custodial Supervisors' Contract is being presented for approval tonight. If approved, salaries will be restated at the next meeting.

2021-2022 Custodian Contract Rates

Name		Step	Base Salary	Stipend	Total
AZOFEIFA	LUIS	8	\$ 47,313.00	\$ 750.00	\$ 48,063.00
BOLANOS	DIANA	6	\$ 46,475.00	\$ 750.00	\$ 47,225.00
CARABALLO	BRIAN	1	\$ 44,868.00	-	\$ 44,868.00
CARABALLO	JOSEPH	3	\$ 45,268.00	-	\$ 45,268.00
DELIA	RONALD FRANK	C	\$ 73,051.00	\$ 1,700.00	\$ 74,751.00
DOMINGO	VINCENT	5	\$ 46,068.00	-	\$ 46,068.00
FARRELL	RONALD P.	18	\$ 55,783.00	\$ 1,200.00	\$ 56,983.00
FOWLER	JOHN	6	\$ 46,475.00	\$ 750.00	\$ 47,225.00
GASPARINI	MICHAEL J.	I	\$ 61,283.00	\$ 1,700.00	\$ 62,983.00
HILL	CRAIG	7	\$ 46,890.00	\$ 750.00	\$ 47,640.00
HOEHN	ROBERT	6	\$ 46,475.00	\$ 750.00	\$ 47,225.00
INSINGA	GIUSEPPE V.	16	\$ 52,786.00	\$ 750.00	\$ 53,536.00
LYNCH	GEORGE W.	10	\$ 48,216.00	\$ 750.00	\$ 48,966.00
MISINSKY	THEODORE	18	\$ 55,783.00	\$ 750.00	\$ 56,533.00
PERCARIO	MICHAEL A.	F	\$ 64,902.00	\$ 1,700.00	\$ 66,602.00
PEYTON	EDWARD	5	\$ 20,154.75	-	\$ 20,154.75
REHBERGER III	WALTER K.	E	\$ 68,130.00	\$ 1,700.00	\$ 69,830.00
SBLENDORIO	NICHOLAS	3	\$ 45,268.00	-	\$ 45,268.00
TOMCHAK	DYLAN	1	\$ 44,868.00	-	\$ 44,868.00

2021-2022 Maintenance Contract Rates

Name		Step	Base Salary	Stipend	Maint Stipend	Total
BLAJSA	TIMOTHY	K	\$ 57,959.00	\$ 1,700.00	\$ 1,000.00	\$ 60,659.00
CENTURION	ANTONIO	9	\$ 47,757.00	-	\$ 1,000.00	\$ 48,757.00
HOLSTEN	JOHN	11	\$ 48,695.00	\$ 750.00	\$ 1,000.00	\$ 50,445.00
VENEZIA	JOSEPH	C	\$ 73,051.00	\$ 1,700.00	\$ 1,000.00	\$ 75,751.00

2021-2022 Transportation Contract Rates

Name		Hourly Rate	Stipend
CHARLES	GERARD	\$19.96	\$300
DWYER	ROBERT	\$20.93	\$300
HARMS	BRUCE	\$18.77	\$0
LEBON	NICODEMA	\$19.96	\$300
RIEN	DAVID	\$20.28	\$300

ATTACHMENT I

PARAPROFESSIONALS 2021-2022

<u>Name</u>	<u>School</u>	2021-2022 <u>Hourly Pay Rate</u>	2021-2022 <u>Hours Per Day</u>	2021-2022 <u>Annualized Salary</u>
Almada, Diana	Columbia	\$17.64	6.75	\$21,789.81
Appolonia, Catherine	McMillin ECC	\$19.38	6.75	\$23,939.15
Ardito, Susan	Gov. Livingston	\$18.01	7.0	\$23,070.81
Bassillo, Lisa	Gov. Livingston	\$27.34	7.0	\$35,022.54
Brown, Karin	Hughes	\$19.38	6.75	\$23,939.15
Candeloro, Cecilia	McMillin ECC	\$18.01	6.75	\$22,246.85
Carbone, Loriann	Columbia	\$18.01	6.75	\$22,246.85
Carotenuto, Nicole	Hughes	\$18.73	6.75	\$23,136.23
Chok, Deborah	Mountain Park	\$18.01	6.75	\$22,246.85
Cieslinski, Donna	McMillin ECC	\$19.38	3.5	\$12,412.89
Coppola, Valentina	Gov. Livingston	\$19.06	7.0	\$24,415.86
Coughlin, Michael	Gov. Livingston	\$18.42	7.0	\$23,596.02
Dasti, Nancy	Mountain Park	\$19.06	6.75	\$23,543.87
DePaola, Tereza	Columbia	\$27.34	6.75	\$33,771.74
Elmi, Erica	Columbia	\$24.18	6.75	\$29,868.35
Esposito, Ann Marie	Mountain Park	\$18.01	6.75	\$22,246.85
Figueiredo, Briana	Gov. Livingston	\$18.73	7.0	\$23,993.13
Foster, John	Gov. Livingston	\$18.42	7.0	\$23,596.02
Friedenberg, Gail	Columbia	\$20.71	6.75	\$25,582.03
Gallitelli, Tyler	Gov. Livingston	\$18.01	7.0	\$23,070.81
Gelormini, Kathleen	Mountain Park	\$17.64	6.75	\$21,789.81
Goncalves, Leslie	Gov. Livingston	\$17.64	7.0	\$22,596.84
Hilbert, Elva-Marie	Mountain Park	\$18.01	6.75	\$22,246.85
Honey, Suzanne	McMillin ECC	\$18.01	6.75	\$22,246.85
Iannone, Christine	Columbia	\$27.34	6.75	\$33,771.74
Ihringer, Katherine	Gov. Livingston	\$17.64	7.0	\$22,596.84
Jensen, Jodi	Columbia	\$19.38	6.75	\$23,939.15
Kissell, Daniela	Gov. Livingston	\$18.73	7.0	\$23,993.13
Koubek, Michael	Gov. Livingston	\$17.64	7.0	\$22,596.84
LaMaita, Susan	McMillin ECC	\$22.89	6.75	\$28,274.87
Lloyd, Samantha	Mountain Park	\$18.42	6.75	\$22,753.31
Lowenstein, Tracey	Mountain Park	\$26.52	6.75	\$32,758.83
Machin, Romy	McMillin ECC	\$18.42	6.75	\$22,753.31
Malhosky, Kathleen	Gov. Livingston	\$27.34	7.0	\$35,022.54
Manganiello, Colleen	Gov. Livingston	\$27.34	7.0	\$35,022.54
Magliacano, Janet	McMillin ECC	\$18.01	6.0	\$19,774.98
Marszalek, Melissa	McMillin ECC	\$19.38	6.75	\$23,939.15
Martino, Michelle	Gov. Livingston	\$27.34	7.0	\$35,022.54
Martucci, Sylvia	Gov. Livingston	\$18.01	7.0	\$23,070.81
McAdam, Kelly	Gov. Livingston	\$18.73	7.0	\$23,993.13

<u>Name</u>	<u>School</u>	2021-2022 <u>Hourly Pay Rate</u>	2021-2022 <u>Hours Per Day</u>	2021-2022 <u>Annualized Salary</u>
McGovern, Stacy	Columbia	\$17.30	6.75	\$21,369.83
Merten, Amanda	Columbia	\$17.64	6.75	\$21,789.81
Miller, Andrea	Hughes	\$18.73	6.75	\$23,136.23
Neigel, David	Gov. Livingston	\$18.42	7.0	\$23,596.02
Odin, Jenna	Hughes	\$18.42	6.75	\$22,753.31
O'Brien, Grace	Mountain Park	\$18.73	6.75	\$23,136.23
Pellew, Tiffany	Gov. Livingston	\$19.38	7.0	\$24,825.78
Piatnochka, Denise	Gov. Livingston	\$27.34	7.0	\$35,022.54
Place, Linda	McMillin ECC	\$23.59	5.2	\$22,448.24
Pomo, Pamela	Gov. Livingston	\$21.38	7.0	\$27,387.78
Procaccini, Tracy	Gov. Livingston	\$21.38	7.5	\$29,344.05
Ramalho, Judith	Mountain Park	\$25.69	6.75	\$31,733.57
Reyes, Sandra	Gov. Livingston	\$17.64	7.0	\$22,596.84
Roggerman, Jennifer	Columbia	\$17.64	6.75	\$21,789.81
Rothman, Marvis	Mountain Park	\$18.01	6.75	\$22,246.85
Sabella, Mary Ann	McMillin ECC	\$19.71	6.75	\$24,346.78
Sherman, Marisa	Columbia	\$19.06	6.75	\$23,543.87
Simonelli, Karen	Mountain Park	\$18.01	6.75	\$22,246.85
Souren, Spencer	Mountain Park	\$17.64	8.0	\$25,824.96
Stallone, Sharon	Gov. Livingston	\$19.71	7.0	\$25,248.51
Sullivan, Lisa	Mountain Park	\$19.06	6.75	\$23,543.87
Vella, Carolyn	Gov. Livingston	\$26.52	7.0	\$33,972.12
Wahlers, Tracey	Columbia	\$19.06	6.75	\$23,543.87
Weresow, Samantha	Columbia	\$18.01	7.0	\$23,070.81
Wolf, Chelsea	McMillin ECC	\$18.01	4.0	\$13,183.32
Woods, Christine	McMillin ECC	\$18.42	6.75	\$22,753.31

PRICE LIST

BERKELEY HEIGHTS SCHOOL DISTRICT

EARLY CHILDHOOD CENTER

2021-2022

Complete Lunch \$4.25

Complete Lunch Includes entrée selection w/bread, vegetable, fruit or juice, and milk or small water

SALADS:

Salad Lunch w/Bread & Milk \$4.25
Garden Salad, Side.....2.25

SIDES:

Scoop of Tuna, Chicken, or Egg, 4 oz.2.00
Extra Cream Cheese85

A LA CARTE:

Second Pizza Slice (w/Meal Purchase)2.50

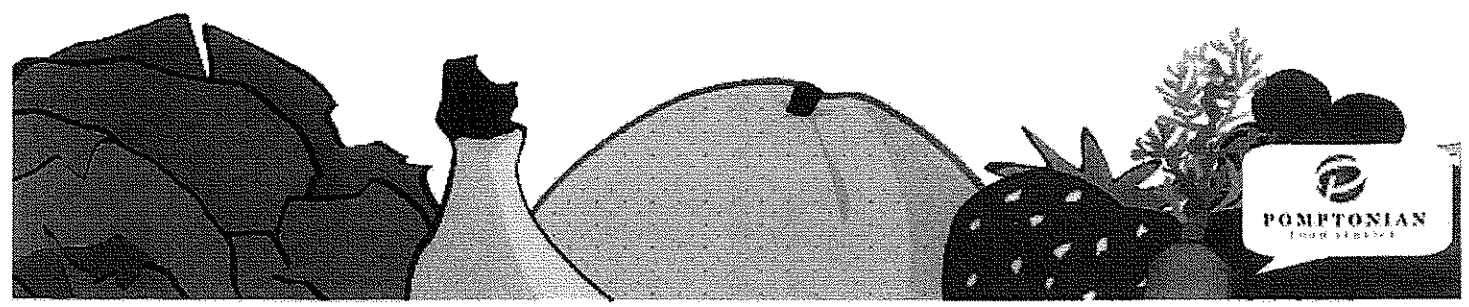
SNACKS:

*Cheese Stick.....\$.50
*Bagged Carrots......75
*Apple Slices75
*Fruit Cup85
Jello/Pudding Cup, 4 oz.1.00
*Yogurt1.00
Ice Cream (Wednesdays Only, Cash Only)...1.00

BEVERAGES:

Milk, Plastic Bottle (1%, Skim, Low Fat Flavored)85
Juice, 4 oz.85
Water, 10 oz.1.00
Water, 16.9 oz.1.25

***Healthier Snack Choices**



PRICE LIST

BERKELEY HEIGHTS SCHOOL DISTRICT

ELEMENTARY

2021-2022

Complete Lunch..... \$4.25

Complete Lunch Includes entrée selection with bread, vegetable, fruit or juice, and milk or small water

SALADS:

Salad Lunch w/Bread & Milk \$4.25
Garden Salad, Side..... 2.25

SIDES:

Scoop of Tuna, Chicken, or Egg, 4 oz. 2.00
Extra Cream Cheese85

A LA CARTE:

Second Pizza Slice (w/ Meal Purchase) 2.50

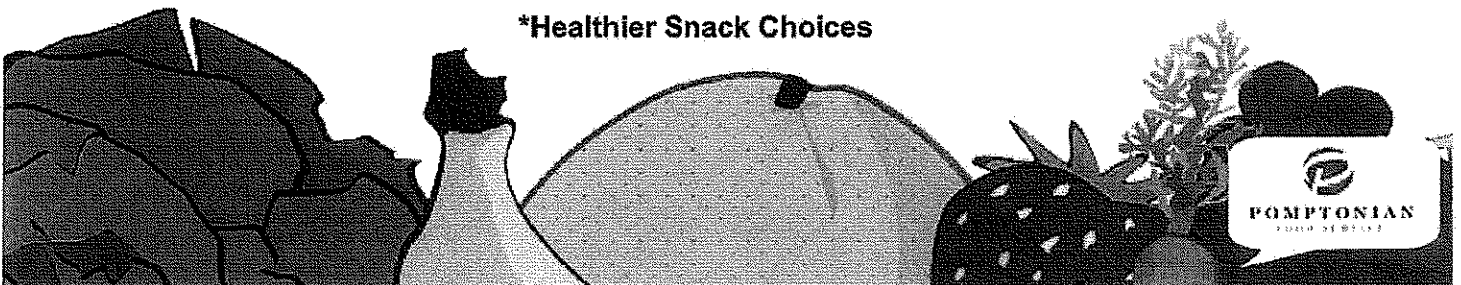
SNACKS:

*Cheese Stick..... \$.50
Freshly Baked Cookie60
* Bagged Carrots..... .75
*Apple Slices75
*Fruit Cup85
*Yogurt 1.00
Jello/Pudding Cup, 4 oz. 1.00
Mini Black & White Cookie 1.35
Baked Chips..... 1.00-1.35
Ice Cream..... 1.00-2.50
Soft Jumbo Pretzel..... 2.00

BEVERAGES:

Milk, Plastic Bottle
(1%, Skim, Low-Fat Flavored)..... .85
Juice, 4 oz.85
Water, 10 oz. 1.00
Water, 16.9 oz. 1.25
100% Fruit Juice, Sparkling..... 1.75

***Healthier Snack Choices**





POMPTONIAN
FOOD SERVICE

**BERKELEY HEIGHTS SCHOOL DISTRICT
MIDDLE SCHOOL**

2021-2022

Complete Lunch..... \$4.50

Complete Lunch Includes Entrée selection w/Bread, Vegetable, Fruit or Juice, and Milk or small water

A LA CARTE:

Lunch Entrée w/Bread\$4.00
Hot Vegetable Side 1.60
Homemade Soup, 8 oz.2.00
Homemade Soup, 12 oz.2.50
Cereal2.00
Cereal and Milk2.65

AMERICAN GRILLE:

French Fries, small 1.75
Pizza Parlor Pizza Slice2.50
All-Natural Hamburger/Cheeseburger....3.00
Cheesesteak3.50
Chicken Patty3.50
Mozzarella Sticks (5).....3.75
Deluxe Combo Basket w/ small Water....5.00

DELI CENTRAL:

Boar's Head Premium Deli Fresh Sandwich .4.50
Uncrustables Peanut Butter and Jelly2.75
Plain Bagel..... 1.45
Bagel w/Butter or Jelly2.00
Bagel w/Cream Cheese2.50
Extra Cream Cheese85

FRESH FARMSTAND:

Salad Bar, per ounce46
Veggie Pack.....3.00
Hummus w/Pita.....3.75
Veggie Pack w/Hummus4.25

SNACK SHACK:

Freshly Baked Cookie \$.60
Jello/Pudding Cup, 4 oz. 1.00
Fresh Fruit..... 1.25
Mini Black and White Cookie..... 1.35
Baked Snacks/Chips 1.00-1.35
Soft Jumbo Pretzel2.00
Homemade Muffin2.25
Ice Cream..... 1.00-2.50
Cheese & Grapes, large..... 3.00
Yogurt Parfait w/Granola, 10 oz. 3.50

BEVERAGES:

Milk, Plastic Bottle
(1%, Skim, Low Fat Flavored)85
Juice, 4 oz.85
Water, 10 oz..... 1.00
Water, 16.9 oz..... 1.25
Canned Beverage, 12 oz..... 1.50
Juice, 10 oz. 1.70
100% Fruit Juice, Sparkling..... 1.75
Gatorade, 12 oz. 1.75



POMPTONIAN
FOOD SERVICE

BERKELEY HEIGHTS SCHOOL DISTRICT
GOVERNOR LIVINGSTON HIGH SCHOOL

2021-2022

Complete Lunch \$4.50

Complete Lunch Includes Entrée selection w/Bread, Vegetable, Fruit or Juice, and Milk or Small Water

A LA CARTE:

Hot Entrée.....	\$4.25
Homemade Soup, 8 oz	2.00
Homemade Soup, 12 oz.....	2.50
Hot Vegetable Side, 8 oz.....	1.60
Hot Vegetable Side, 12 oz.....	2.00
Hot Breakfast Combo.....	3.60
Cereal	2.00
Cereal and Milk.....	2.65

AMERICAN GRILLE:

French Fries, large.....	2.10
Pizza Parlor Pizza Slice	2.50
Cheesesteak.....	3.50
Chicken Patty.....	3.50
Mozzarella Sticks.....	3.75
Popcorn Chicken.....	3.50
Premium Fresh All Beef Burger, 5 oz.....	4.25
Deluxe Basket Combo w/Small Water	5.00

DELI CENTRAL:

Boar's Head Sandwich only.....	4.25
Uncrustables Peanut Butter & Jelly.....	2.75
Plain Bagel.....	1.45
Bagel w/Butter or Jelly.....	2.00
Bagel w/Cream Cheese.....	2.50
Extra Cream Cheese85

FRESH FARMSTAND:

Salad Bar, per ounce46
Veggie Pack.....	3.00
Small Premium Salad	3.50
Hummus w/Pita.....	3.75
Veggie Pack w/Hummus.....	4.25

SNACK SHACK:

Freshly Baked Cookie	\$.60
Jello/Pudding Cup, 4 oz.	1.00
Fresh Fruit.....	1.25
Mini Black and White Cookie.....	1.35
Baked Snacks/Chips.....	1.00-1.35
Yogurt, 6 oz.....	1.50
Soft Jumbo Pretzel.....	2.00
Crumb Cake	2.00
Homemade Muffin.....	2.25
Ice Cream.....	1.00-2.50
Pudding Parfait, 10 oz.....	2.75
Cheese & Grapes, large.....	3.00
Yogurt Parfait w/Granola, 10 oz.....	3.50

BEVERAGES:

Milk, Plastic Bottle (1%, Skim, Low Fat Flavored).....	.85
Juice, 4 oz.....	.85
Water, 10 oz.....	1.00
Water, 16.9 oz.....	1.25
All Canned Beverage, 12 oz.....	1.50
Juice, 10 oz.....	1.70
100% Fruit Juice, Sparkling.....	1.75
Coffee/Tea, 10 oz.....	1.55
Hot Chocolate/Cappuccino, 10 oz.....	1.75
Gatorade, 12 oz.....	1.75
Bottled Water Sports Cap, 24 oz.....	1.80
Vitamin Water, 20 oz.....	2.25

**EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY
PROFESSIONAL SUPPORT/NON PUBLIC SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 24 day of JUNE 2021, by and between the Berkeley Heights Public Schools Board of Education whose address is 345 Plainfield Avenue, Berkeley Heights, NJ 07922 (hereinafter referred to as the "Board" or the "District"), and the Educational Services Commission of Morris County whose post office address is PO Box 1944, Morristown, NJ 07962-1944 (hereinafter referred to as the "Commission"), pursuant to official action taken by the Board to approve this Agreement at a duly advertised Board meeting held on JUNE 24, 2021. In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

The Commission shall provide the professional support services with personnel or service contractors approved by the Commission as set forth in detail in the addenda to follow and made a part of the Agreement and which may include (please check):

<input checked="" type="checkbox"/> Professional Support Services (see enclosed rate sheet)		
<input type="checkbox"/> OT Services	<input type="checkbox"/> Non Public Nursing**	<input type="checkbox"/> Chapter 192/193***
<input type="checkbox"/> PT Services	<input type="checkbox"/> Non Public Technology	<input type="checkbox"/> Non Public IDEA-B
<input type="checkbox"/> Speech Services	<input type="checkbox"/> Non Public Textbook	<input type="checkbox"/> Non Public Security Aid

**Required Nursing Services shall be provided as listed in the NJ DOE "Nursing Program for Non Public School Students" (August 2014). Non Public Nursing Funding Allocation Worksheets to be forwarded to Non Public School Administrators upon execution by the ESC.

***See supporting documents which are part of this Agreement.

1. The term of this Agreement shall be from July 1, 2021 until June 30, 2022. In the event the Board desires to renew this Agreement for the succeeding school year, it must provide written notice to the Commission of its intent to do so no later than April 30th of the current school year.
2. The Board agrees to pay the Commission based on attached approved rates for services a 10% advance of the fee established in the Agreement upon receipt of the deposit invoice. Thereafter payment is due by the 30th of each month based on the invoice presented. In June 2022, the account will be reconciled to determine refunds or balances due.
3. It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving the other sixty (60) days notice in writing of intention to terminate the same, but that in absence of any provision herein for a definite number of days notice, the contract shall run for the full term above.
4. The Commission will prepare all pertinent reports and provide other pertinent documents as required by the district for the services rendered.

IN WITNESS THEREOF, the parties have by duly adopted resolutions approved this Agreement and authorized and directed their respective Presidents and Secretaries to affix their signatures and seals hereto.

The Board of Education of the
Berkeley Heights Public Schools

The Board of Directors of the
Educational Services Commission

By _____
President

By _____
President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

DATED: _____

DATED: _____

**Educational Services Commission of Morris County
Rates for Services 2021-2022**

TYPE OF SERVICE	RATES	TYPE OF SERVICE	RATES
Central Park School Tuition**		District Membership Assessment	
Member District	\$73,290.00	Based on district enrollment	\$0.30
Non-Member District	\$79,990.00		
Personal Aide Services		Nonpublic Services	
Member District	\$30,000.00	Nonpublic Security Services	9%
Non-Member District	\$33,000.00	Nonpublic Textbook Services	9%
		Nonpublic Technology Program	5%
		Nonpublic Nursing Program	6%
		Nonpublic Chapters 192 and 193	†
ESY Summer Program Tuition		Transportation Fees	
ESY Tuition (Member)	\$4,400.00	Surcharge - Members	4%
ESY Tuition (Non-Member)	\$5,000.00	Surcharge - Non Members	5%
ESY Personal Aide Services		Nonpublic/Trans App (B6-T)	\$15.00
Member District	\$3,700.00		
Non-Member District	\$3,975.00		
Therapy Services		Transportation Leasing/Diem ††	
(Occupational, Physical, Speech)		54 Passenger: Bus Only	\$200.00
Per Diem*	\$634.00	Bus & Driver	\$504.00
Per Hour	\$107.00	24 Passenger: Bus Only	\$200.00
		Bus & Driver	\$504.00
Professional Support Services		Wheelchair: Bus Only	\$200.00
Psychological Evaluation	\$392.00	Transportation Leasing/Hour	
Social Evaluation	\$392.00	Bus and Driver, all vehicles	\$90.00
Educational Evaluation	\$392.00		
Speech/Language Evaluation	\$392.00	Health and Safety Services	
Occupational Therapy Evaluation	\$392.00	Per Employee	\$25.00
Physical Therapy Evaluation	\$392.00	Per School	\$1,300.00
Bilingual Evaluation	\$475.00		
Meeting Attendance Fee per Hour	\$98.00	Teacher Evaluation Services	
Social Worker Per Diem*	\$470.00	Per Diem (3 evaluations)	\$450.00
Psychologist Per Diem*	\$470.00	Per Evaluation	\$150.00
LDTTC Per Diem*	\$470.00		
*(based on a 6 1/2hr day)		Cooperative Bid Purchasing	
Additional Support Services		Based on volume of purchases	6%
Professional Development per Hour	\$150.00	Add 10% Non-Members except:	
In Class Support Teacher per Hour	\$84.00	Bid Purchasing, Non Public, and	
In Class Support Aide per Hour	\$49.00	Health and Safety Services	
Home Instruction per Hour	\$74.00		

**Tuition includes 60 min/week of each therapy
Extra IEP required therapy services charge:
\$94/hr Member, \$111/hr Non Member

† Chapter 192 and 193 fees are contained within
the funding provided to districts

†† Leasing per diem based on 7hr day

Approved by ESC Board of Directors
January 13, 2021

**BERKELEY HEIGHTS BOARD OF EDUCATION
REGULAR MEETING MINUTES
JUNE 16, 2022**

CALL TO ORDER

The Berkeley Heights Board of Education held a Meeting on Thursday, June 16, 2022, in the Columbia Middle School Multipurpose Room.. The Meeting was called to order by the Board President, Mr. Michael D'Aquila, at **6:45 pm**.

BOARD MEMBERS PRESENT:

Mrs. Akiri
Mr. Cianciulli
Mr. D'Aquila
Dr. Foregger
Mr. Hyman
Mrs. Penna
Mrs. Stanley
Mrs. Young

OTHERS PRESENT:

Dr. Varley, Superintendent of School
Mrs. Kopacz, Assistant Superintendent
Ms. Kot, Business Administrator/Board Secretary
Ms. Frances Fabres, Board Attorney

MEETING NOTICE STATEMENT

Adequate notice of this meeting of the Berkeley Heights Board of Education was given as required by the Open Public Meetings Act as follows:

Notice of the revised 2022 Board of Education Meeting schedule was sent to the Star Ledger and the Courier News on February 2, 2022. On June 13, 2022, Notice of the revised June 16, 2022 Board of Education Meeting was sent to the Star Ledger and the Courier News, and was also provided to all schools, PTO Presidents, the BHEA President, and posted at the Administration Building. A copy was also provided to the Public Library, and filed with the Municipal Clerk.

ADJOURN TO EXECUTIVE SESSION

WHEREAS, the Berkeley Heights Board of Education seeks to adjourn to Executive Session in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.: and

WHEREAS, the Open Public Meetings Act provides that a public body may exclude the public from that portion of the meeting at which it discusses matters related to those identified below:

- a. Matters rendered confidential by Federal Law, State Law, or Court Rule
- b. Individual privacy
- c. Collective bargaining agreements
- d. Purchase or lease of real property if public interest could be adversely affected
- e. Investment of public funds if public interest could be adversely affected
- f. Tactics or techniques utilized in protecting public safety and property
- g. Pending or anticipated litigation
- h. Attorney-client privilege
- i. Personnel – employment matters affecting specific prospective or current employees.

BE IT RESOLVED, that the Berkeley Heights Board of Education adjourns to Executive Session to discuss matters related to Personnel, Students, and BHEA Negotiations;

BE IT FURTHER RESOLVED, that the minutes of the discussion of any of these items will be disclosed to the public when matters have been determined and confidentiality is no longer applicable.

Pursuant to the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.), the Berkeley Heights Board of Education will enter into Executive Session to discuss: Personnel; Matters of Attorney-Client Privilege; and BHEA Negotiations.

MOTION by: Mr. Hyman **SECOND** by: Mrs. Young

VOICE VOTE: Mrs. Akiri, Mr. Cianciulli, Dr. Foregger, My. Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young, Mr. D'Aquila - *All Ayes*

- **The Board entered into Executive Session at approximately 6:45 p.m.**

RETURN TO PUBLIC SESSION

MOTION by: Mrs. Young **SECOND** by: Mr. Hyman

VOICE VOTE: Mrs. Akiri, Mr. Cianciulli, Dr. Foregger, Mr. Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young, Mr. D'Aquila - *All Ayes*

- **The Board reopened to Public Session at approximately 7:38 p.m.**

FLAG SALUTE

Mr. D'Aquila led the Board and the public in the Pledge of Allegiance.

BOARD CORRESPONDENCE

- None

REPORT OF THE STUDENT REPRESENTATIVES

Thomas Burke reported the following:

It's been a successful year at GL! As students finish up finals week, here's a look back on everything they've accomplished:

- GL Student Movement Against Cancer held various fundraisers, wrote cards for cancer survivors, and held a Relay for Life event in Berkeley Heights to fundraise for charity.
- The Student Auxiliary Club made goodie bags for the Children's Specialized Hospital and collected gift cards for veterans during the holiday season.
- The Interact Club made sandwiches for Market Street Mission, sorted toys for St. Joseph's Social Service Center, made valentine cards for veterans, and fundraised to help Ukraine through the organization Doctors Without Borders.
- The Jewish Student Action Team held meetings to celebrate holidays like Passover and participated in GL's series of Student Lunch and Learns. The club also held a Purim fundraiser to sell mishloach manot baskets.
- The Olive Branch Operation hosted a variety of guest speakers and shared resources with GL students to raise awareness for domestic violence.

- The Sexuality and Gender Acceptance Club organized a student Lunch and Learn session, planned a pride dance, and worked with the Berkeley Heights YMCA to hold a pride picnic this afternoon.
- The Understanding Asian Cultures Club educated students about Holi, Lunar New Year, and many other Asian holidays.
- Great job to the Hilltop Players this year for putting on a fantastic fall play and a wonderful spring musical!
- The Coding Club participated in the American Computer Science League, a programming competition for students. The team ranked 19th out of over 100 teams worldwide. Congratulations to members who qualified for the finals, and congratulations to Daniel Long for winning a bronze medal in the competition!
- Congratulations to the two Mathworks Modeling Teams for placing in the top 18 percent of all teams worldwide in the 2022 math competition. The senior team also moved on to receive an honorable mention for their work for the second year in a row.
- Congratulations to Nathan Laposky and Jacob Quisumbing for placing 5th in the state for the Dynamic Planet event of the 2022 Science Olympiad competition!
- The Highlander Robotics Team ranked 3rd at the Emerson High School league meet and then ranked 5th at the Bayonne High School qualifying tournament before moving into the semifinals as an alliance captain.
- We are sad to see the GL seniors leave, but we wish them the best of luck after graduation. Congratulations to all GL students for a wonderful school year!

REPORT OF THE SUPERINTENDENT

Dr. Varley began her report by sharing that, as exciting as it is that graduation is next week, June is always our busiest time of year!

She continued that, as a general rule, she does not engage with all the rumors and personal agendas that proliferate in online forums and letters to the editor. However, she feels obligated to address a false narrative that somehow Berkeley Heights is a "failing" district.

This destructive narrative is being advanced by a small group of community members who seem motivated by their own personal grievances. Our district is not "failing." Our achievements are not "diminishing." Our scores are not "dropping." We have not had a state assessment since 2019. We have zero test data that shows we are failing -- to say otherwise is a lie that hurts everyone in this district. It seriously diminishes the accomplishments of our students.

She continued that she cannot and will not stand by and let a small group of angry people lie about the hard work and very real accomplishments of our students and faculty over the course of the last three years. Here are just a few of the accurate facts:

- As of Wednesday, June 8th, our GL seniors have received more than \$105,000 in scholarships.
- 300 more students are taking Advanced Placement - college level courses at GLHS in 2022 versus 2019.
- At the same time our passing rate on AP exams has risen from 83% to 89%.
- Our ACT and SAT scores have both increased by more than 5% across the last three school years.

All of this is more impressive when you consider that it was done in the face of a global pandemic. It is also very important to remember that these achievements are not limited to individual students, teachers, or one school. They are proof of systemic excellence. Every teacher in our district can take pride in these achievements - because each and every faculty member contributed to them.

It is a travesty that we have members of the community who attack the hard work and achievements of our students and teachers. Can we do better? Absolutely! And we will. But the facts are undeniable - our students are excelling!

Dr. Varley went on to take a moment to discuss Mr. Scott McKinney. Mr. McKinney will be leaving the district June 30 to take on the role of Superintendent at Delaware Valley Regional High School. She discussed his career at the schools, and his accomplishments throughout the district over the last 25 plus years. She also shared how much he will be missed by his peers.

Mr. McKinney thanked Dr. Varley, the Board of Education, past and present, the staff, the families and the students in the district. He reiterated what an excellent district we have, and all of our accomplishments, for which everyone should be very proud.

Mr. D'Aquila then took a moment to recognize the two student board representatives for their time served with the Board. Thomas Burke will be graduating and attending Princeton in the fall; Katherine will be back next year in her role as student board representative.

Dr. Varley introduced Ann Clifton, Athletic Director, to recognize the GLHS Track and Field Championship accomplishments.

COMMITTEE AND LIAISON REPORTS

- Mr. D'Aquila attended the CMS and GLHS awards ceremonies and shared how impressed he is with the accomplishments of our students. Over \$105,000 in scholarships were awarded.
- Mrs. Young attended the Berkeley Heights Truth, Community Healing and Inclusion Committee meetings. She shared that there was the PRIDE flag raising ceremony at Town Hall on June 3, the Portuguese flag raising on June 13, and that there was a PRIDE event co-hosted by the YMCA and the Diversity Council. On June 19th, the Union County Courthouse will have a flag raising commemorating Juneteenth.
- Mrs. Penna provided a report of the Diversity Committee. She shared that at all of the schools, there have been many different activities going on to celebrate diversity, including Autism awareness month. At CMS, the many flags representing our students and staff were on display in front of the school to celebrate diversity, and at GLHS, they held a culture week where they shared music, food and recipes. To celebrate HOLI, they decorated the front of the high school in many colors.
- Mrs. Stanley provided an update from the Town Council. There was discussion about bias protocol, affordable housing including the six PILOT developments, and paving of streets around the Mountain Park area. Mrs. Stanley provided an update on the last two PTO meetings, and the principals shared how grateful they were to their PTOs. There seemed to be a consensus among the PTOs to host more school dances!
- Mrs. Stanley gave an update on the HIB committee meeting. The number of HIB cases is similar in number to 2019, however the cases themselves are more complex. Lastly, Mrs. Stanley stated that

she attended the Athletic Banquet for the high school, which was quite impressive. The baseball team showed up directly from a game, still dressed in uniforms. She congratulated Ms. Clifton on a great year for all the teams and all of her hard work.

- Mrs. Penna also provided a summary of the Finance and Facility Committee meeting, reviewing many of the items that are on the agenda including substitute pay rates, the Pomptonian Food Service Contract, the SRO agreement, a residency settlement agreement, the auditor contract for the 2021-2022 fiscal year, conducting a full asset inventory, and the bidding of the transportation routes.

REPORT OF THE BUSINESS ADMINISTRATOR

Ms. Kot reported that there are four bids on the agenda, two that will be awarded and two that will be rejected. A bid opening for exhaust fan removal and replacement was held on June 2, 2022, and three bids were received. Echelon Services was the lowest bidder, and on the agenda it will be recommended that the bid be approved for \$559,700 to replace 56 exhaust fans throughout the district.

A bid for lease-purchase financing was also held with the opening on June 2, 2022. The Board received one bid from First Hope Bank with an interest rate of 2.598%, and on the agenda it will be recommended to approve the award of the bid. This financing will be used for many technology upgrades including Chromebooks, White Boards, Wi-Fi, textbooks and educational curriculum.

Two bids that will be recommended for rejection, including the transportation bid. Back in mid-May, First Student declined to renew any of our transportation contracts for the upcoming year, causing us to need to go out to bid. At the bid opening on June 14th, First Student was the only bid submitted, and it came in at a 62% increase over the current year costs. We will be rebidding these routes, but will also be reviewing courtesy and subscription busing for the upcoming year to see if they can continue to be offered.

The other bid that will be rejected is the bid for drainage upgrades at Mountain Park School. We advertised the bid three times. Twice, we received no bids. At the third bid opening on June 14th, we received only one bid, that far exceeded the budget for the specified scope of work.

Other items on the agenda that we are seeking approval for include revision of the 2021-2022 maximum expenditure for legal services. We are requesting an increase to \$160,000 for the remainder of the school year to cover increased costs due to residency disputes, OPRA requests including action with the Government Records Council, policy matters, ethics matters, current negotiations and grievances, HIB matters and lawsuits by community members against board members and administrators.

Ms. Kot also discussed the annual transfer of anticipated surplus from the 2021-2022 school year. She is recommending the creation of a Maintenance Reserve account to assist in the event of unforeseen facilities emergencies. This would be restricted to required maintenance and limited to the amount reported annually in the comprehensive maintenance plan. Pending the outcome of the June 30, 2022 Audit, a resolution is on tonight's agenda to authorize a deposit up to \$1MM into the Capital Reserve account for use in future capital projects and/or up to \$500k into the new Maintenance Reserve account. While we don't actually

anticipate having anywhere near these amounts, it's prudent to include a relatively large "not to exceed" number in the event something unforeseen comes out of the audit.

COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

During this portion of the meeting, district residents and staff are invited to address the Board of Education on agendas action items only.

The Board requests that individuals state their name and town of residence (or school of attendance) for the record, the specific action item(s) they are commenting on, and asks that all remarks be directed to the Board President or designee (not to individual members or staff). The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding personnel matters are discouraged and cannot be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public. If a matter concerning a district staff member is of interest or concern to a resident, the matter should be referred to the responsible Building Principal, Superintendent of Schools, or the Board of Education, either by telephone, letter, or email.

Although the Board may not respond to items raised during the public forum, all public comments will be considered.

Please note that if any member of the public becomes disruptive during the meeting the board president may terminate the participant's statement. Continued disruptions may result in removal from the meeting or adjournment of the meeting.

Each speaker's statement will be limited to three (3) minutes in duration.

- Natasha Joly, Berkeley Heights, asked about the increase in attorney fees and if part of that is having the attorney present at the Board meeting. In her opinion, there is no need to have the attorney present during an award ceremony for an hour or more.

APPROVAL OF MINUTES

RESOLVED that the Board of Education approve the following minutes:

- A. Regular Meeting held May 25, 2022
- B. Executive Session held May 25, 2022
- C. Regular Meeting held June 9, 2022
- D. Executive Session held June 9, 2022

MOTION by: Mr. Hyman

SECOND by: Mr. Cianciulli

ROLL CALL: Mr. Cianciulli, Dr. Foregger, Mr. Hyman, Mrs. Penna, Mrs. Stanley,

Mr. D'Aquila - *All Ayes*

Mrs. Akiri - *Nay*

Mrs. Young - *Abstain from Resolutions A and B; Aye to Resolutions C and D.*

Motion Passes.

AMEND ANNUAL APPOINTMENTS

RESOLVED, that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, amend the following annual appointments:

504 Officers	Paul Kobliska - Columbia MS
Right to Know Officer	Richard Romano
Indoor Air Quality Designee	Richard Romano
Chemical Hygiene Designee	Richard Romano
Asbestos Management/AHERA Coordinator	Richard Romano
Integrated Pest Management (IPM) Coordinator	Richard Romano

Motion to Approve Amended Annual Appointments

MOTION by: Mr. Cianciulli **SECOND** by: Mrs. Penna

ROLL CALL: Mrs. Akiri, Mr. Cianciulli, Dr. Foregger, Mr. Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young, Mr. D'Aquila - *All Ayes*

Motion Passes.

ADMINISTRATION

Resolutions A-M: All Board members.

A. DISTRICT POLICIES - STUDY AND FIRST READING

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the following district policies for study and first reading:

(M - Mandated by law)

Policy	Title	Action
P 0131	Bylaws, Policies, and Regulations	Revise
P 0169.02	Board Member Use of Social Networks	New
P 1648.15	Recordkeeping for Healthcare Settings in School Buildings – COVID-19 (M)	New
P 2416.01	Postnatal Accommodations for Students	New
P 2417	Student Intervention and Referral Services (M)	Revise
P 3161	Examination for Cause	Revise
P 4161	Examination for Cause	Revise
P 7410	Maintenance and Repair (M)	Revise
R 7410.01	Facilities Maintenance, Repair Scheduling and Accounting (M)	Revise
P 8420	Emergency and Crisis Situations (M)	Revise
P 9320	Cooperation with Law Enforcement Agencies (M)	Revise
R 9320	Cooperation with Law Enforcement Agencies (M)	New

B. DISTRICT POLICIES - SECOND READING AND ADOPTION

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the following district policies for second reading and adoption:

(M - Mandated by law)

Policy	Title	Action
P 0134	Board Self Evaluation	New
P 0164	Conduct of Board Meetings	Revise
P 2440	Summer Session	New
P 3126	District Mentoring Program	Revise
P 3134	Assignment of Extra Duties	Revise
P 3141	Resignation	Revise
P 3152	Withholding an Increment	Revise
R 3160	Physical Examination (M)	New
P 3370	Teaching Staff Member Tenure	New
P 3372	Teaching Staff Member Tenure Acquisition	New
P 3373	Tenure Upon Transfer or Promotion	New
P 3439	Jury Duty	Revise
P 4124	Employment Contract	Revise
P 4140	Termination	Revise
P 4152	Withholding an Increment	Revise
R 4160	Physical Examination (M)	New
P 5200	Attendance (M)	Revise
R 5200	Attendance (M)	New
R 5530	Substance Abuse (M)	Revise
P 6620	Petty Cash (M)	Revise
P 7461	District Sustainability Policy	New

→ It was motioned by Dr. Foregger and seconded by Mrs. Akiri to pull and send back to the Policy Committee the following policies:

- Resolution A: P0169.02, P3161, P4161
- Resolution B: P0164, R5530

ROLL CALL: Mrs. Akiri, Dr. Foregger, Mrs. Young - *All Ayes*

Mr. Cianciulli, Mr Hyman, Mrs. Penna, Mrs. Stanley, Mr. D'Aquila - *All Nays*

Motion Fails.

C. DISTRICT POLICIES - ABOLISH

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, abolish the following district policies:

Policy	Title	Action
P 1648.14	Safety Plan for Healthcare Settings in School Buildings – COVID-19	Abolish
P 3422	Recognition of Service	Abolish

D. APPROVE PROFESSIONAL DEVELOPMENT DAYS/TRAVEL REIMBURSEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve Professional Development Days/Travel Reimbursement. *(Attachment A)*

E. APPROVE REPORT OF SUPERINTENDENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the Report of the Superintendent regarding all acts of harassment, intimidation and bullying in the Berkeley Heights Public Schools from 5/24/22 through 6/13/22.

F. AUTHORIZE SUPERINTENDENT OF SCHOOLS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, authorize Dr. Melissa Varley, Superintendent of Schools, to appoint and offer employment contracts to those candidates who are chosen to fill vacancies that must be staffed prior to the start of the 2022-2023 school year. It is also recommended that the Board authorize Dr. Melissa Varley to enter into contracted services agreements on behalf of the school district if such action is needed prior to the beginning of the 2022-2023 school year. The Board of Education will be asked to confirm these personnel appointments and contracted services agreements during its subsequent scheduled public meetings.

G. APPROVE SETTLEMENT AGREEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the settlement agreement between Berkeley Heights Board of Education, Warren Township Board of Education, and Green Brook Board of Education. *(Attachment B)*

H. AMEND SIDEBAR AGREEMENT BETWEEN BOARD OF EDUCATION AND BERKELEY HEIGHTS EDUCATION ASSOCIATION

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, amend the Sidebar Agreement between the Berkeley Heights Board of Education and the Berkeley Heights Education Association, previously approved on March 10, 2022, pertaining to Grades PreK-5 curriculum writing and preparation during Summer 2022. The maximum hours were increased to twenty (20) hours. *(Attachment C)*

I. APPROVE SIDEBAR AGREEMENT BETWEEN BOARD OF EDUCATION AND BERKELEY HEIGHTS EDUCATION ASSOCIATION

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the Sidebar Agreement between the Berkeley Heights Board of Education and the Berkeley Heights Education Association pertaining to Grades 6-12 curriculum writing and preparation during Summer 2022. *(Attachment D)*

J. APPROVE MEMBERSHIPS AGREEMENTS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the following paid membership agreements:

Membership Agreement	Time Period	Description	Amount
CJ Pride	2022-2023 School Year	Membership permits the inclusion of district representatives in CJ PRIDE meetings, job fair participation, and utilization of website recruitment tools.	\$300.00

K. ESTABLISH 2022-2023 PAY RATES

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the following pay rates for the 2022-2023 fiscal/school year:

<u>Role</u>	<u>Pay Rate</u>
Substitute Teachers	\$120.00 per full day \$60.00 per half day
Permanent Substitute Teachers	\$150 per full day
Substitute School Nurses	\$255 per full day \$127.50 per half day
Substitute Paraprofessionals	\$115 per full day \$57.50 per half day \$17.00 per hour
Substitute Secretaries	\$16.50 per hour
Substitute Lunchroom/Playground Teacher Aides	\$15.00 per hour
Substitute Sign Language Interpreters	\$40.00 per hour
Substitute Custodians	\$17.25 per hour
Instructional Review Teachers/Math Interventionists	\$42.00 per hour
HELP Teachers	\$27.50 per hour
Home/Individual Instructors	\$48.00 per hour

L. APPROVE RESOLUTIONS HONORING THOMAS BURKE AND KATHERINE ZHOU

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the Resolutions honoring Thomas Burke and Katherine Zhou of Governor Livingston High School, who have served as Student Representatives to the Board of Education during the 2021-2022 school year. (*Attachment E*)

M. APPROVE RESOLUTIONS HONORING GOVERNOR LIVINGSTON HIGH SCHOOL TRACK AND FIELD CHAMPIONSHIP ACCOMPLISHMENTS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the Resolutions honoring Governor Livingston High School Track and Field Team members who earned Championship titles. (*Attachment F*)

Motion to Approve Administration Items A-M

MOTION by: Mrs. Penna

SECOND by: Mr. Cianciulli

ROLL CALL: Mr. Cianciulli, Mr. Hyman, Mrs. Penna, Mrs. Stanley, Mr. D'Aquila - *All Ayes*

Mrs. Akiri - *Aye to Resolutions C through M; Nay to Resolutions A and B.*

Dr. Foregger - *Aye to Resolutions C through M; Nay to Resolution A items P0169.02, P3161 and P4161; Aye to the remaining items in Resolution A; Nay to Resolution B P0164 and R5530; Aye to remaining items in Resolutions B.*

Mrs. Young - *Aye to Resolutions C through M; Abstain from Resolutions A and B.*

Motion Passes.

EDUCATION

Resolutions A-K: All Board members.

A. APPROVE STUDENT EDUCATIONAL FIELD TRIPS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve student educational field trips. (*Attachment G*)

B. RESCIND COLLEGE STUDENT PLACEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, rescind college student placement in Berkeley Heights Public Schools, as follows:

<u>Student</u>	<u>Placement Type</u>	<u>Affiliated School</u>	<u>Dates</u>
Adrienne Neste	Clinical Experience	Seton Hall	9/12/22-12/12/22

C. APPROVE COLLEGE STUDENT PLACEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve college student placement in Berkeley Heights Public Schools pending submission of required documents, as follows:

<u>Student</u>	<u>Placement Type</u>	<u>Affiliated School</u>	<u>Dates</u>
Catherine Horner	Clinical Experience	Seton Hall	9/12/22-12/12/22
Grace Sesta	Clinical Experience I	Ramapo College	9/1/22-12/9/22
Grace Sesta	Clinical Experience II	Ramapo College	1/2/23-4/28/23

D. APPROVE SPECIAL EDUCATION OUT-OF-DISTRICT EXTENDED SCHOOL YEAR PLACEMENTS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve Special Education Out-Of-District Extended School Year placements for 2022-2023, as recommended by Michele Gardner, Director of Special Services. (*Attachment H*)

E. APPROVE SPECIAL EDUCATION OUT-OF-DISTRICT PLACEMENTS FOR 2022-2023 REGULAR SCHOOL

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve Special Education Out-Of-District placements for the 2022-2023 regular school year, as recommended by Michele Gardner, Director of Special Services. (*Attachment I*)

F. APPROVE ENROLLMENT OF NONRESIDENT STUDENTS IN DISTRICT EXTENDED SCHOOL YEAR PROGRAM

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the enrollment of the following nonresident students in the 2022 Special Education Extended School Year program of the Berkeley Heights Public Schools, on a tuition basis, as indicated:

<u>Student ID</u>	<u>District of Residence</u>
7208985952	Mountainside
9484505105	Mountainside

3013889927	Mountainside
4054110971	Montville
8337809061	Green Brook

G. APPROVE ENROLLMENT OF NONRESIDENT SPECIAL EDUCATION STUDENTS IN THE BERKELEY HEIGHTS PUBLIC SCHOOLS FOR 2022-2023 REGULAR SCHOOL YEAR.

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the enrollment of nonresident Special Education students in the Berkeley Heights Public Schools for the 2022-2023 regular school year, on a tuition basis, as recommended by Michele Gardner, Director of Special Services, and Kevin Morra, Supervisor of Special Services. *(Attachment J)*

H. OUT OF DISTRICT PLACEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve student #3615453857 to attend Legacy Treatment Services-Mary A. Dobbins School, a state-approved, private, out-of-district school for students with special needs, for all or part of the 2022-2023 school year. Tuition for the regular school year is \$74,331.27.

I. OUT OF DISTRICT PLACEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve student #1538045477 to attend Montgomery Academy, a state-approved, private, out-of-district school for students with emotional/behavioral, for the 2022-2023 school year. Tuition for the regular school year is \$85,932.00.

J. APPROVE SUBMISSION OF ESEA GRANT APPLICATION

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the submission of the Fiscal Year 2023 Elementary and Secondary Education Act (ESEA) grant application in the amount of \$37,917.00 to the New Jersey Department of Education, as follows:

<u>Title</u>	<u>Grant Amount</u>
Title II-A	\$27,134.00
Title III	\$4,900.00
Title III Immigrant	\$5,883.00

K. APPROVE CONTRACTED SERVICES

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve contracted services, as follows:

<u>Provider</u>	<u>Time Period</u>	<u>Explanation</u>	<u>Amount</u>
Language Circle - Project Read Training	2022-2023 school year	Provide Project Read training, which is a multi-sensory approach to reading intervention, to elementary-level special education teachers.	Approx. \$2,296.00 (IDEA funds)
MUJC	Fall 2022	Provide a half-day professional development	\$750.00

		workshop to train all Grade 6-12 paraprofessionals regarding job coach skills and responsibilities.	(IDEA funds)
ReThink	2022-2023 school year	Learning management platform used to collect data, develop programs and offer online professional development for ABA-based programs.	\$6,000.00 (IDEA funds)

Motion to Approve Education Items A-K

MOTION by: Mrs. Penna

SECOND by: Mr. Cianciulli

ROLL CALL: Mrs. Akiri, Mr. Cianciulli, Dr. Foregger, Mr. Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young, Mr. D'Aquila - *All Ayes*

Motion Passes.

PERSONNEL

Resolutions A-FF and MM: All Board members. Resolutions GG-LL: Berkeley Heights only.

A. APPROVE REVISED EMPLOYMENT CONTRACT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the salary adjustment of the following employment contract for the 2021-2022 school year:

<u>Name</u>	<u>Position</u>	<u>Current 2021-2022 Contract</u>	<u>Revised 2021-2022 Contract</u>
Robert Nichnadowicz	Computer Technician/GL	\$53,192.00	\$58,000.00 (7/1/21-6/30/22)

B. APPROVE 2022-2023 EMPLOYMENT AND SALARIES OF ADDITIONAL CENTRAL OFFICE PERSONNEL

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment and salaries of additional Central Office Personnel for the 2022-2023 fiscal year. (*Attachment K*)

C. APPROVE 2022-2023 EMPLOYMENT AND SALARIES OF DISTRICT ADMINISTRATORS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment and salaries of District Administrators for the 2022-2023 fiscal year. (*Attachment L*)

D. APPROVE RE-EMPLOYMENT AND SALARIES OF TENURED SECRETARIES

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the re-employment and salaries of tenured secretaries for the 2022-2023 fiscal year, as follows: (*Attachment M*)

- E. APPROVE 2022-2023 EMPLOYMENT AND SALARIES OF CUSTODIAL SUPERVISORS**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment and salaries of Custodial Supervisors for the 2022-2023 fiscal year. *(Attachment N)*
- F. APPROVE 2022-2023 EMPLOYMENT AND SALARIES OF CUSTODIANS AND CENTRAL MAINTENANCE STAFF**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment and salaries of Custodians and Central Maintenance staff members for the 2022-2023 fiscal year. *(Attachment O)*
- G. APPROVE 2022-2023 EMPLOYMENT AND HOURLY PAY RATES OF TRANSPORTATION STAFF**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment and hourly pay rates of Transportation staff members for the 2022-2023 fiscal year. *(Attachment P)*
- H. APPROVE EMPLOYMENT OF PARAPROFESSIONALS**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the 2022-2023 employment and compensation rates for the district Paraprofessionals. *(Attachment Q)*
- I. APPROVE RE-EMPLOYMENT OF COMMUNICATIONS/SOCIAL MEDIA SPECIALIST**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the re-employment of Victoria Baum as Communications/Social Media Specialist in the Berkeley Heights Public Schools for the 2022-2023 fiscal year at the compensation rate of \$25.00 per hour for a maximum of 20 hours per week.
- J. APPROVE RE-EMPLOYMENT OF FACULTY TECHNICAL SUPPORT PERSON**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the re-employment of Debera Dwyer in the part-time position of Faculty Technical Support Person for the 2022-2023 fiscal year, for a maximum of 15 hours per week at the compensation rate of \$19.00 per hour.
- K. APPROVE RE-EMPLOYMENT OF BUS HEALTH AIDE**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the re-employment of Violet Lewis to fulfill the health support needs of Berkeley Heights student #7483388778 while riding the bus to and from an out-of-district Special Education placement during the 2022-2023 school year for five (5) hours per day at the compensation rate of \$27.00 per hour.
- L. APPROVE HIRING CERTIFICATED STAFF**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the hiring of certificated staff for the 2022-2023 school year, as follows, pending employment authorization (#): (@ - references the 2021-2022 guide steps and salary figures.)

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>	<u>Degree</u>	<u>Step @</u>	<u>Annual Salary@</u>	<u>Certification</u>
Luke Wroblewski	Teacher of Music	CMS/GL	1	9/1/22 - 6/30/23 #	BA	1	\$57,874.00	CEAS

M. APPROVE SUBSTITUTE/SUPPLEMENTAL PERSONNEL

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve substitute/supplemental personnel for the 2021-2022 school year, as follows, pending employment authorization (TBD):

<u>Name</u>	<u>Certification</u>	<u>Position</u>	<u>Effective Date</u>
Avery Sullivan	N/A	Substitute Paraprofessional	TBD
Jackson Tennant	Substitute	Substitute Teacher/Paraprofessional	TBD

N. APPROVE LONG-TERM SUBSTITUTE

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the following long-term substitute position for the 2021-2022 school year:

<u>Name</u>	<u>Action</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Dates</u>	<u>Pay Rate</u>	<u>Certification</u>
Jamie Salmon	Amend	Confidential Secretary	Supervisor's Office	2/23/22 - 5/22/22 6/30/22	\$20/hr. (retroactive to 2/23/22)	—

O. APPROVE LEAVE OF ABSENCE REQUESTS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve leave of absence requests for the 2021-2022 school year, as follows:

<u>Employee ID</u>	<u>Leave Action</u>	<u>Type of Leave</u>	<u>Paid Leave Dates</u>	<u>Unpaid Leave with Benefits (if applicable)</u>	<u>Unpaid Leave without Benefits</u>	<u>Return Date</u>
3952	Amend	Medical/ FMLA	5/6/22 - 6/17/22 (.5)	6/17/22 (.5) - 6/22/22	—	—
2536	Amend	Medical	5/25/22- 6/21/22 6/17/22	—	—	6/20/22

P. APPROVE UNPAID DAY REQUESTS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve unpaid day requests for the 2021-2022 school year, as follows:

<u>Employee ID</u>	<u>Unpaid Days with Benefits</u>
3947	6/21/22
4458	6/7/22, 6/20/22, 6/21/22
3678	5/23/22, 6/3/22

4445	2/22/22 (.5)
4308	5/10/22 (.5)
4465	6/2/22
4476	5/26/22
3871	5/25/22
4418	6/6/22 - 6/9/22
3670	6/8/22 - 6/10/22

Q. APPROVE RETIREMENT OF STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve, with regret, the retirement of staff, as follows:

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date</u>
Linda Kantrowitz	Confidential Secretary	Superintendent's Office	9/1/22
Lisa Wasser-Berlin	Teacher of Special Education	GL	9/1/22

R. APPROVE RESIGNATION OF STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve, with regret, the resignation of staff, as follows:

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date</u>
Jessica Biondi	Teacher of Special Education	GL	6/21/22
Melina Sampaio	Teacher of Special Education	MKM	6/30/22
Chelsea Wolf	Paraprofessional	MKM	6/30/22

S. RESCIND EXTRA-CURRICULAR ACTIVITIES

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, rescind extra-curricular activities for the 2021-2022 school year, as follows:

Columbia Middle School

<u>Activity/Program</u>	<u>Instructor/Supervisor</u>	<u>2021-2022 Stipend</u>
Lunch Supervision - Semester 2	Lydia Kang	\$1,536.00

T. APPROVE EXTRA-CURRICULAR ACTIVITIES

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve extra-curricular activities for the 2021-2022 or 2022-2023 school year, as follows, pending employment authorization (#): (@ - references the 2021-2022 guide stipend figures.)

Governor Livingston High School

<u>Activity/Program</u>	<u>Instructor/Supervisor</u>	<u>2022-2023 Stipend@</u>
Assistant Football Coach	Paul T. Sep, Sr. #	\$8,300.00
Assistant Football Coach	Justin Polce	\$8,300.00
JV Assistant Cheerleading Coach	Emily Buonocore	\$3,980.00
JV Assistant Volleyball Coach	Madeline Lopez #	\$5,774.00
Freshman Assistant Volleyball Coach	Alexandra Dabroski	\$4,990.00
Assistant Coach Indoor Track	Emma Drake	\$5,352.00
Volunteer Volleyball Coach	Michael Brokes	n/a
Volunteer Volleyball Coach	Kelly McAdam	n/a
Volunteer Girls Soccer Coach	Samantha Carney	n/a
Volunteer Field Hockey Coach	Cassandra Kinney	n/a

Columbia Middle School

<u>Activity/Program</u>	<u>Instructor/Supervisor</u>	<u>2021-2022 Stipend</u>
Lunch Supervision - Semester 2	Steven Buonospina	\$1,536.00

U. APPROVE EXTRA TEACHING PERIOD ASSIGNMENTS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve extra teaching period assignments beyond their normal teaching schedule during the 2021-2022 school year, as follows:

Governor Livingston High School

<u>Name</u>	<u>Subject</u>	<u>Assignment</u>	<u>Payment in Addition to Regular Salary</u>
Christopher Eckert	Physical Education	6/4/22-6/21/22	\$10,500.00 (prorated)
Lisa Moretti	Physical Education	6/4/22-6/21/22	\$10,500.00 (prorated)
Richard Ortega	Physical Education	6/4/22-6/21/22	\$10,500.00 (prorated)
Beryl Roman	Physical Education	6/4/22-6/21/22	\$10,500.00 (prorated)
Alexandra Dabroski	Physical Education	6/4/22-6/21/22	\$10,500.00 (prorated)

V. APPROVE EMPLOYMENT OF CONFIDENTIAL SECRETARY

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of confidential secretaries for the 2022-2023 fiscal year, as follows, pending employment authorization (#):

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Gillian D'Ambrosio	Secretary (12 month)	Supervisor's Office	1	7/1/22 - 6/30/23 #	\$45,000.00
Jamie Salmon	Secretary (10 month)	Superintendent's Office	.5	9/1/22 - 6/30/23	\$20,340.00

W. APPROVE SUMMER 2022 PK-GR. 5 CURRICULUM WRITING/PREPARATION

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of the district staff members listed below to write and prepare PK-Gr. 5 curriculum guides for use in the Berkeley Heights Public Schools. Staff members will be compensated at an hourly rate based upon their 2022-2023 annual salary figures as defined in the Sidebar Agreement between Berkeley Heights Board of Education and Berkeley Heights Education Association signed and dated March 10, 2022, and pending an amendment on June 16, 2022.

<u>English Language Arts</u> <u>12 Hrs./Staff Member</u>	<u>Mathematics</u> <u>20 Hrs./Staff Member</u> <i>(pending approval of amended Sidebar Agreement)</i>	<u>Social Studies</u> <u>8 Hrs./Staff Member</u>	<u>HEIGHTS</u> <u>Steam & Gifted & Talented</u> <u>15 Hrs./Staff Member</u>
Carolyn Bowden	Nicole Abbate	Erika Barton	Lisa Genua
Julie Figlar	Alexis Bellardino	Jennifer Fischer	
Carla Gamba	Kate Corcoran	Lindsay Liguori	
Maria Graziano	Genevieve Dagan	Erin McKeon	
Gina Holzmann	Emily Goodman	Caryn Panarese	
Lindsay Liguori	Erin McKeon	Stacy Saravay	
Michele Liss	Caryn Panarese		
Susan Poage	Rachel Shanagher		
Haley Smith	Pam Wilczynski		

X. APPROVE SUMMER CHILD STUDY TEAM EMPLOYMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of the Child Study Team and teaching staff members during Summer 2022 for the purpose of completing student evaluations, conducting required meetings with parents/guardians, and providing other services as required by Individualized Education Plans (IEPs). *(Attachment R)*

Y. APPROVE SUMMER SCHOOL EMPLOYMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of the following individuals in the 2022 Berkeley Heights Remedial Summer School and Special Education Extended School Year Programs. *(Attachment S)*

Z. APPROVE GENERAL SUMMER EMPLOYMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of the following individuals during Summer 2022, as follows:

<u>Name</u>	<u>Employment</u>	<u>Pay Rate</u>	<u>Maximum Hours/Days</u>
Meagan Wranitz	Teacher Introduction to Economics course	\$5,250.00	–
Michelle Morin	Coordinator College JumpStart Program	\$60/hr.	32 hrs.
Jeremy Marx	Instructional Technologist	Per-diem rate of 2022-2023 annual salary	11 days
Todd Hirsch	Athletic Trainer	Per-diem rate of 2022-2023 annual salary	7 days
Jamie Salmon	Secretary (10-Months)	Per-diem rate of 2022-2023 annual salary	2 days/wk. (Max 16 days)
Wendy Guma	Secretary (10-Months)	Per-diem rate of 2022-2023 annual salary	2 days/wk. (Max 16 days)

AA. APPROVE SUMMER WEIGHT TRAINING PERSONNEL

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of the following district coaching staff members as supervisors in the Governor Livingston High School Summer Weight Training program for 2022, at a stipend of \$1,200.00 each: Peter Ramiccio, Christopher St. Genis, Daniel J. McHugh

BB. APPROVE EMPLOYMENT OF CUSTODIAL/MAINTENANCE STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of custodial/maintenance staff for the 2022-2023 fiscal year, as follows, pending employment authorization (#):

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>FTE</u>	<u>Step</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Richard Godfrey	Custodian	GL	1.0	1	7/1/22-6/30/23 #	\$46,741.00
Andrew McAdam	Custodian	CMS	1.0	1	7/1/22-6/30/23 #	\$46,741.00

CC. APPROVE EMPLOYMENT OF SEASONAL CUSTODIANS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of Leo Coviello and Carson Wahlers as Seasonal Custodians in the Berkeley Heights Public Schools for the 2022-2023 fiscal year at the pay rate of \$14.00 per hour.

DD. APPROVE CREATION OF STIPEND FOR SEMI WORK

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the School Business Administrator, approve the creation of a quarterly stipend in the amount of \$2,500.00 to administer, monitor, and support the district’s participation in the Special Education Medicaid Initiative (SEMI) starting July 1, 2022, through June 30, 2023 (or until such time as the district’s participation in the program ceases during the 2022-2023 school year).

EE. AMEND ADMINISTRATIVE LEAVE

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, amend the administrative leave of Employee No. 2460, which was previously approved at the November 11, 2021, and May 25, 2022, Board meetings, to the following effective dates: November 17, 2021, through and ending May 13, 2022.

FF. APPROVE SUSPENSION OF DISTRICT EMPLOYEE

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, hereby suspends, with pay, Employee No. 2460 effective November 2, 2021, through and ending November 16, 2021.

GG. APPROVE HIRING CERTIFICATED STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the hiring of certificated staff for the 2022-2023 school year, as follows, pending employment authorization (#): (@ - references the 2021-2022 guide steps and salary figures.)

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>	<u>Degree</u>	<u>Step @</u>	<u>Annual Salary@</u>	<u>Certification</u>
Courtney Capizzi	Special Education Teacher	CMS	1	9/1/22 - 6/30/23 #	BA	14	\$67,779.00	Standard
Abigail Hoffman	Grade 2 Teacher	WW	1	9/1/22 - 6/30/23 #	BA	4	\$58,285.00	CEAS
Mariann Magliaro	Teacher of Special Education	MP	1	9/1/22 - 6/30/23 #	BA	1	\$57,874.00	Provisional
Caitlin Muller	Grade 1 Teacher	MKM	1	9/1/22 - 6/30/23 #	BA	1	\$57,874.00	Pending Certification
Melissa Reedy	Teacher of Mathematics	CMS	1	9/1/22 - 6/30/23 #	BA	8	\$59,379.00	Standard

HH. AMEND HIRING CERTIFICATED STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, amend the hiring of certificated staff for the 2022-2023 school year, as follows, pending employment authorization (#): (@ - references the 2021-2022 guide steps and salary figures.)

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>	<u>Degree</u>	<u>Step @</u>	<u>Annual Salary@</u>	<u>Certification</u>
Jennifer Ruiz	ESL Teacher	MP/TPH	.5	9/1/22 - 6/30/23 #	MA	8	\$66,471.00 \$33,235.50	Provisional

II. RESCIND HIRING CERTIFICATED STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, rescind the hiring of certificated staff for the 2022-2023 school year, as follows:

<u>Name</u>	<u>Assignment</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>	<u>Degree</u>	<u>Step</u>	<u>Annual Salary</u>	<u>Certification</u>
Hannah Talbot	School Psychologist	MP	1	9/1/22 - 6/30/23	MA	1	\$64,192.00	Pending Certification

JJ. APPROVE LONG-TERM LEAVE REPLACEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the following long-term leave replacement position, pending employment authorization (#): (@ - references the 2021-2022 guide steps and salary figures.)

Name	Assignment	Location	FTE	Effective Date	Degree	Step @	Annual Salary@	Certification
Hannah Talbot	School Psychologist	MP	1	9/1/22 - 6/30/23 #	MA	1	\$64,192.00	Pending Certification

KK. EMPLOYMENT OF SUPPORT STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the employment of support staff, as follows, for the 2022-2023 school year: (@ - references the 2021-2022 guide steps and salary figures.)

Name	Assignment	Location	FTE	Effective Date	Step@	Annual Salary@
Monica Szalus	Secretary (12-months)	MP	1.0	7/1/22 - 6/30/23	6	\$52,765.00

LL. APPROVE TRANSFER OF PERSONNEL FOR 2022-2023

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the transfer of personnel, as follows, for the 2022-2023 school year:

Name	2021-2022 Assignment/Location	2022-2023 Assignment/Location
Helen Bartolick	MP	CMS
Thomas Kamp	CMS	MP
Aida Swon	.5 MKM / .5 WW	1.0 MKM

MM. APPROVE APPOINTMENT OF ASSISTANT SUPERINTENDENT OF CURRICULUM, INSTRUCTION, AND STUDENT ACHIEVEMENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approve the appointment of David Greer as the Assistant Superintendent of Curriculum, Instruction, and Student Achievement for the 20022-2023 fiscal year, effective August 26, 2022, or sooner, at an annual salary of \$160,000.00 prorated (*Attachment W*)

Motion to Approve Personnel Items A-MM.

MOTION by: Mrs. Young

SECOND by: Mrs. Stanley

ROLL CALL: Mr. Cianciulli, Mrs. Penna, Mrs. Stanley, Mrs. Young, Mr. D'Aquila - *Ayes*

Mrs. Akiri - *Aye to Resolutions A & B and D through LL; Nay to Resolution C; Abstain from Resolution MM.*

Dr. Foregger - *Aye to Resolutions A through H and J through MM; Nay to Resolution I.*

Mr. Hyman - *Aye to Resolutions A through FF and Resolution MM.*

Motion Passes.

BUSINESS

Resolutions A-W: All Board members.

A. APPROVE CONTRACT WITH SCHOOL PHYSICIAN FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the School Business Administrator, approve the contract with Dr. Richard Bezozo, Care Station Medical Group, 90 US 22, Springfield, NJ, School Physician of Record, for the 2022-2023 school year for an amount not to exceed \$26,469.00.

B. APPROVE PETTY CASH ACCOUNTS FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, establish Petty Cash Accounts for the 2022-2023 school year as follows:

Governor Livingston High School	\$250.00
Columbia Middle School	175.00
Mary Kay McMillin E.C.C.	125.00
Thomas Hughes School	125.00
Mountain Park School	125.00
William Woodruff School	125.00
Board Office	250.00
Child Study Team Offices	125.00

C. APPROVE STUDENT ACTIVITY ACCOUNTS FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, authorize the re-establishment of a student activity account in each school, effective July 1, 2022, as part of the preparation for the operation of the new school year, to account for monies raised by pupils, teachers or school administrators, and shall be operated in accordance with prudent business practices, all applicable laws and regulations, and approved Board Policies.

D. APPROVE 2022-2023 TUITION AGREEMENT WITH UNION COUNTY VOCATIONAL TECHNICAL SCHOOLS

RESOLVED, that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the School Business Administrator, approve the Tuition Agreement Contract for the 2022-2023 school year with the Union County Vocational-Technical Schools as follows:

Program	Tuition
All Union County Academies, Magnet High School, Vocational-Technical HS	\$6,000.00 Full Time
Union County Career & Technical Institute	\$2,500.00 Shared Time
All Self-Contained Special Needs Vocational-Technical Programs	\$4,000.00 Shared Time
Transition Program	\$10,000 Full Time
Raymond J. Lesniak Experience, Strength and Hope Recovery High School, a Simon Youth Academy	\$15,000.00/ Year

E. APPROVE RENEWAL OF FOOD SERVICES MANAGEMENT COMPANY CONTRACT FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve the renewal of the Food Services Management contract with Pomptonian Food Service, Inc. ("FSMC") for the district-wide food service operations for the 2022-2023 school year; and

BE IT FURTHER RESOLVED, that the FSMC shall receive, in addition to the costs of operations, a fee of \$0.0654 for each \$1.00 of sales to compensate the FSMC for administrative and management costs. This fee shall be billed monthly as a cost of operations. The District guarantees the payment of such costs and fee to the FSMC; and

BE IT FURTHER RESOLVED, that as a result of the uncertainties due to supply chain disruptions, food and paper cost increases due to inflation, and the impact of minimum wage increases on cost of labor, there is no guaranteed operating result. The FSMC will strive to maintain an economically efficient operation; and

NOW THEREFORE BE IT RESOLVED that the Berkeley Heights Board of Education hereby authorizes the District's School Business Administrator to enter into such agreements as may be necessary to effectuate the above.

F. APPROVE CONTRACT WITH AC DAUGHTRY FOR CENTRAL STATION MONITORING, INSPECTION, MAINTENANCE AND REPAIR OF ALARM SYSTEMS FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve a contract with AC Daughtry Security Systems for district-wide central station monitoring of fire, security, and elevator alarms, including inspection, maintenance and repair of alarm systems for the 2022-2023 school year, awarded pursuant to NJ START Contract V00005298.

G. APPROVE CONTRACT WITH JERSEY STATE CONTROLS FOR HVAC MAINTENANCE AND REPAIRS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve the contract with Jersey State Controls for district-wide HVAC maintenance and repairs for the July 1, 2022 to December 1, 2022, awarded pursuant to Ed Data Bid #9736.

H. APPROVE AGREEMENT FOR REFUSE/RECYCLING REMOVAL FOR 2022

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve an agreement with Waste Management for district-wide refuse and recycling removal for the period beginning July 1, 2022 through December 31, 2022, awarded pursuant to NJ State Waste Collection Contract #T2665.

I. APPROVE SPECIAL EDUCATION TUITION AGREEMENT WITH UNION COUNTY EDUCATIONAL SERVICES COMMISSION FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve the 2022-2023 Special Education Tuition

Agreement with the Union County Educational Services Commission to allow for the placement of Special Education students on an as-needed basis for the 2022-2023 school year. (*Attachment T*)

J. APPROVE ADMINISTRATIVE SOFTWARE PROGRAMS FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve the use of Frontline Technologies Group, LLC to provide the following administrative programs for the 2022-2023 school year:

Program	2022-2023 Fee
IEP Direct	\$16,053.84
Absence and Substitute Subscription	\$13,072.17
Applicant Tracking	\$8,130.11
My Learning Plan	\$8,600.20
504 Program Management	\$900.00
Total	\$46,756.32

K. APPROVE CHAPTER 192-193 SERVICES FROM UCESC FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve the following resolution:

WHEREAS, the N.J.S.A. 18A:46-6, 8 19.1, et seq. (Laws of 1977, Chapter 193); N.J.S.A. 18A:46A-1 et seq. (Laws of 1977, Chapter 192), require that the State and local community identify and provide auxiliary and handicapped services for students who attend nonpublic schools; and

WHEREAS, the cost of providing these services is funded entirely by the State of New Jersey; and,

WHEREAS, the Union County Educational Services Commission has agreed to provide these services to eligible students who attend non-public schools in Berkeley Heights;

THEREFORE, BE IT RESOLVED, that the Berkeley Heights Board of Education enter into an agreement with the Union County Educational Services Commission whereby the Commission will provide Services during 2022-2023 for those students who attend non-public schools in Berkeley Heights pursuant to N.J.S.A. 18A:46-19.7 and N.J.S.A. 18A:46A-7; and,

BE IT FURTHER RESOLVED, that the projected cost will be based on the most recent notification of the Department of Education, Division of Finance and Regulatory Services setting forth anticipated aide to the Public School District pursuant to N.J.S.A. 18A:46A-12 and N.J.S.A. 18A:46-19.8. Invoices shall begin in October and continue for nine (9) successive months based on eligible students. The cost of services provided by the Union County Educational Services Commission shall not exceed the funds provided by the State.

L. APPROVE INTERNET POLICY MANUAL SERVICES FOR THE 2022-2023 SCHOOL YEAR
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approve renewal of services provided by MicroScribe/Folio© to regularly update the school board policy manual in electronic format for distribution via the internet at a cost of \$1,600.00, for 2022-2023 school year.

M. ACCEPT 2021-2022 SCHOOL BUS EMERGENCY EVACUATION DRILL REPORT
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, and pursuant to N.J.S.A. 18A:41-1 and P.L. 2009, Chapter 178, approve the 2021-2022 School Bus Emergency Evacuation Drill Report, for students who are transported to and from school, in accordance with N.J.A.C. 6A:27-11.2.

N. APPROVE 2021-2022 LEAD TESTING STATEMENT OF ASSURANCE
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approves the submission of the Statement of Assurance for Lead Testing for the 2021-2022 school year.

O. ADOPT REVISED 2021-2022 MAXIMUM EXPENDITURES FOR PROFESSIONAL SERVICES
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, and pursuant to N.J.A.C. 6A:23A-5.2(a)1, approves a revision to the annual maximum expenditure for professional services for the 2021-2022 school year as follows:

- Legal Services \$160,000

P. APPROVE CREATION OF MAINTENANCE RESERVE ACCOUNT
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, approves the following resolution:

WHEREAS, N.J.A.C. 6A:23A-14.2 permits a Board of Education to establish a Maintenance Reserve Account to be used to implement required maintenance of the school district's facilities, and further authorizes procedures, under the authority of the Commissioner of Education, under which withdrawals may be made from the Maintenance Reserve Account; and

WHEREAS, due to the aging conditions of District buildings, and the unforeseeable attendant financial obligations flowing therefrom, the Berkeley Heights Board of Education desires to create a Maintenance Reserve Account for allowable expenditures consistent with 6A:23A-14.2 and all applicable laws and regulations;

NOW THEREFORE BE IT RESOLVED that the Berkeley Heights Board of Education hereby authorizes the District's School Business Administrator to establish a Maintenance Reserve Account.

Q. APPROVE TRANSFER OF ANTICIPATED 2021-2022 SURPLUS TO RESERVE
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, approves the following resolution:

WHEREAS, N.J.A.C. 6A:21A-14.3 and 6A:23A-14.4 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 Berkeley Heights Board of Education wishes to deposit anticipated current year surplus into Capital Reserve and Maintenance Reserve accounts at year end; and

WHEREAS, the Berkeley Heights Board of Education has determined that they wish to deposit an amount not to exceed \$1,000,000 into Capital Reserve, and deposit an amount not to exceed \$500,000 into Maintenance Reserve, subject to verification upon completion of the Annual Audit;

NOW THEREFORE BE IT RESOLVED that the Berkeley Heights Board of Education hereby authorizes the District's School Business Administrator to make these transfers consistent with all applicable laws and regulations.

R. AWARD CONTRACT FOR EXHAUST FAN REMOVAL AND REPLACEMENT

WHEREAS, on May 10, 2022, the Berkeley Heights Board of Education advertised for sealed bids pursuant to N.J.S.A. 18A:18A-1 et seq., for the purpose of undertaking an Exhaust Fan Replacement at various schools in the District; and

WHEREAS, on June 2, 2022, the Board received three (3) bids; and

WHEREAS, the bid that was submitted by Echelon Services, LLC, with a Base Bid of \$343,300; and with Alternate Bids as follows: M-1 +\$6,800; M-2 +\$29,500; M-3 +\$12,400; M-4 + \$12,800; M-5 + \$59,900; M-6 +\$52,000; M-7 +\$43,000, was the lowest responsive bid; and

WHEREAS, the Board of Education would like to proceed at this time with the Base Bid and all 7 Alternate Bids (M-1 through M-7) for the total contract amount of \$559,700;

NOW THEREFORE BE IT RESOLVED that Echelon Services, LLC, located at 270 Sparta Avenue, Suite 104, Sparta, NJ 07871, be awarded the Exhaust Fan Replacement at various schools in the District as identified herein. The Board further authorizes the School Business Administrator to enter into such agreements as may be necessary to effectuate the above.

S. AWARD LEASE/PURCHASE FINANCING AGREEMENT

WHEREAS, on May 18, 2022, the Berkeley Heights Board of Education advertised for competitive sealed bids pursuant to N.J.S.A. 18A:18A-1 et seq., for the purpose of securing approximately \$860,000 worth of Lease Purchase Financing to pay for the acquisition of essential use equipment as follows:

- o Schedule 1, Four (4) Year term: \$380,000 for Chromebooks;
- o Schedule 2, Five (5) Year term: \$480,000 total of which \$120,000 is for Computers, Laptops and WhiteBoards; \$150,000 is for Wi-Fi Upgrades; and \$210,000 is for Textbooks/Educational Curriculum; and

WHEREAS, on June 2, 2022, the Board received one (1) bid; and

WHEREAS, the bid that was submitted by First Hope Bank, N.A., which included the following terms:

- Schedule 1, Four (4) Year term: Interest Rate 2.598% with first payment fixed at \$76,850; and
- Schedule 2, Five (5) Year term: Interest Rate 2.598% with first payment fixed at \$100,000, was the lowest responsive bid; and

WHEREAS, the Board of Education would like to proceed at this time with the Lease Purchase Financing Agreement;

NOW THEREFORE BE IT RESOLVED that First Hope Bank, N.A., 201 Route 94, Columbia, NJ 07832, be awarded the Lease Purchase Financing Agreement as identified herein. The Board further authorizes the School Business Administrator to enter into such agreements as may be necessary to effectuate the above.

T. APPROVE SHARED SERVICES AGREEMENT WITH MORRIS UNION JOINTURE COMMISSION FOR VEHICLE MAINTENANCE FOR THE 2022-2023 SCHOOL YEAR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the School Business Administrator, approve the shared services agreement with the Morris Union Jointure Commission (MUJC) for vehicle maintenance for the 2022-2023 school year. (*Attachment U*)

U. APPROVE SHARED SERVICES AGREEMENT WITH BERKELEY HEIGHTS POLICE DEPARTMENT FOR A SCHOOL RESOURCE OFFICER FOR THE PERIOD 2022-2028

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Board Secretary, approve the shared services agreement with the Berkeley Heights Police Department for a School Resource Officer (SRO) to be assigned to the Governor Livingston High School during the period starting September 1, 2022 through June 30, 2028, for an annual amount not to exceed \$25,000.00. (*Attachment V*)

V. APPROVE CONTRACT WITH PORZIO, BROMBERG & NEWMAN FOR ALTERNATE BOARD LEGAL SERVICES FOR 2022-2023 SCHOOL YEAR

RESOLVED that the Board of Education, upon the recommendation of the Superintendent and School Board Secretary, approve the contract with Porzio, Bromberg & Newman for alternate board legal services for the 2022-2023 school year at a rate of \$210.00 per hour for attorney fees and \$145.00 per hour for paralegal services.

W. APPROVE CONTRACT WITH CHAUDRY LAW FOR SPECIAL EDUCATION LEGAL SERVICES FOR 2022-2023 SCHOOL YEAR

RESOLVED that the Board of Education, upon the recommendation of the Superintendent and School Board Secretary, approve the contract with Chaudry Law for special education legal services for the 2022-2023 school year at a rate of \$165.00 per hour for attorney fees.

X. REJECT TRANSPORTATION BID

WHEREAS, on June 4, 2022, the Berkeley Heights Board of Education advertised for sealed bids pursuant to N.J.S.A. 18A:18A-1 et seq., for the purpose of fulfilling 11 regular education transportation routes to/from school for the 2022-2023 school year; and

WHEREAS, on June 14, 2022, the Board received one (1) bid; and

WHEREAS, the bid that was submitted by First Student Inc., was reviewed by the Board Attorney and was determined to have an incurable defect; and

WHEREAS, the Board of Education must re-bid the regular education transportation routes for the 2022-2023 school year;

NOW THEREFORE BE IT RESOLVED that the sole bid for the regular education transportation routes to/from school for the 2022-2023 school year by First Student, Inc., 40 Russo Place, Berkeley Heights, NJ 07922, be rejected. The Board further authorizes the School Business Administrator to take such actions as are necessary to effectuate the above.

Y. REJECT BID FOR DRAINAGE UPGRADES AT MOUNTAIN PARK

WHEREAS, on May 10, 2022, the Berkeley Heights Board of Education advertised for sealed bids pursuant to N.J.S.A. 18A:18A-1 et seq., for the purpose of undertaking Drainage Upgrades at Mountain Park Elementary School; and

WHEREAS, on May 20, 2022, the Board received zero (0) bids; and

WHEREAS, the Board re-advertised and held another bid opening on June 2, 2022; and

WHEREAS, the Board again received zero (0) bids; and

WHEREAS, the Board re-advertised and held another bid opening on June 14, 2022; and

WHEREAS, the Board received one (1) bid; and

WHEREAS, the bid that was submitted by GM Builders Group, in the amount of \$167,786, exceeded the budget for the specified scope of work; and

WHEREAS, the Board of Education believes additional cost savings are available and would like to re-bid the project;

NOW THEREFORE BE IT RESOLVED that the sole bid for the Drainage Upgrades Project at Mountain Park Elementary School by GM Builders Group, 136 Fuller Street, Somerset, NJ 08873, be rejected. The Board further authorizes the School Business Administrator to take such actions as are necessary to effectuate the above.

→ **It was motioned by Mrs. Akiri and seconded by Dr. Foregger to table Business Resolution O**

MOTION by: Mrs. Akiri

SECOND by: Dr. Foregger

ROLL CALL: Mrs. Akiri - *Aye*

Mr. Cianciulli, Dr. Foregger, Mr Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young,

Mr. D'Aquila - *Nays*

Motion Fails.

Motion to Approve Business Items A-Y

MOTION by: Mr. Hyman

SECOND by: Mrs. Penna

ROLL CALL: Mr. Cianciulli, Mr. Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young,
Mr. D'Aquila - *Ayes*

Mrs. Akiri - *Aye to Resolutions A through N & R through Y; Nay to Resolution O;
Abstain from Resolutions P and Q.*

Dr. Foregger - *Aye to Resolutions A through T & V through Y; Nay to Resolution U*

Motion Passes.

FINANCE

Resolutions A: All Board members. Resolutions B-D Berkeley Heights only.

A. APPROVE PAYMENT OF PAYROLL AND BILLS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, approves the Payroll and Bills List as follows:

Payroll	5/26/22	\$1,727,652.33
Accounts Payable	6/16/22	\$ 722,438.96
Total		\$2,450,091.29

B. APPROVAL OF APRIL 2022 BOARD SECRETARY'S REPORT

RESOLVED that the Berkeley Heights Board of Education, pursuant to N.J.A.C. 6A:23-2.12(c)4, certifies that as of April 30, 2022, after review of the Board Secretary's monthly financial report (appropriations section) and upon consultation with appropriate district officials, to the best of our knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23-2.12(b), and sufficient funds are available to meet the district's financial obligations for the remainder of the year.

C. APPROVAL OF APRIL 2022 TRANSFERS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, approves the Line Item Budget Transfers for the month of April 2022.

D. APPROVAL OF APRIL 2022 TREASURER'S REPORT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, accepts the financial report of the Treasurer of School Funds for the month ending April 30, 2022.

Motion to Approve Finance Items A-D

MOTION by: Mrs. Penna

SECOND by: Mrs. Stanley

ROLL CALL: Mr. Cianciulli, Dr. Foregger, Mrs. Penna, Mrs. Stanley, Mrs. Young,
Mr. D'Aquila - *Ayes*

Mrs. Akiri - *Aye to Resolutions A, B and D; Abstain from Resolution C.*

Mr. Hyman - *Aye to Resolution A.*

Motion Passes.

COMMENTS FROM THE PUBLIC ON ANY TOPIC

During this portion of the meeting, district residents and staff are invited to address the Board of Education on any topic.

The Board requests that individuals state their name and town of residence (or school of attendance) for the record, the specific action item(s) they are commenting on, and asks that all remarks be directed to the Board President or designee (not to individual members or staff). The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding personnel matters are discouraged and cannot be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public. If a matter concerning a district staff member is of interest or concern to a resident, the matter should be referred to the responsible Building Principal, Superintendent of Schools, or the Board of Education, either by telephone, letter, or email.

Although the Board may not respond to items raised during the public forum, all public comments will be considered.

Please note that if any member of the public becomes disruptive during the meeting the board president may terminate the participant's statement. Continued disruptions may result in removal from the meeting or adjournment of the meeting.

Each speaker's statement will be limited to three (3) minutes in duration.

- Erika Pedraza, Berkeley Heights, asked for a follow-up to her questions on the Board member social media policy.
- Chris Johnson, Berkeley Heights, was happy to see the continuation of the SRO in the district. Wants to know why there is only one SRO, and would like to see more in the schools.
- Sue Seto, Berkeley Heights, thanked Dr. Varley, the teachers and staff for the great job that they do. She thanked each Board member separately for their involvement. She had suggestions that a lot of motions allow for equal opportunity to speak and reinforce what they say. She would like to see how decisions are made, sharing more on how they are made.
- Natasha Joly commented on Dr. Varley's earlier Superintendent's report, and took issue with her referring to a group of "angry parents". She is on many social media sites and sees parents who are looking for the best for their children. She asked Mr. D'Aquila for an update on the budget cuts, and reached out to Mr. McKinney earlier for an update on the new media equipment and moving Board meetings to GLHS.
- Jared Weisfeld, Berkeley Heights, believes the district should find the money to cover the cost of police officers at each of the schools.
- Sarah Achenbach, Berkeley Heights, commented on First Amendment issues; she commented on the policies. She voiced concerns about a Board of Education member who allegedly put her hands on someone. She is disappointed with the recent ethics motion against Mrs. Akiri.
- Todd Najarian, Berkeley Heights, asked about the motion to file ethics charges against a Board member. He questioned the legal fees, and sought clarification about Board counsel. He is deeply against it.

NEW BUSINESS

- **The following resolution was introduced by Mr. Cianciulli as new business and seconded by Mrs. Penna:**

Whereas, at a May 25, 2022 public meeting of the Berkeley Heights Board of Education, a majority of the Board of Education approved the drafting of ethics charges against Board Member Sai Bhargavi Akiri, for suspected violation of the School Ethics Act; and

Whereas, after a review and deliberation of the factual evidence set forth in the drafted charges, the Board of Education has determined that it is appropriate and warranted to file a formal Complaint with the New Jersey School Ethics Commission (“Commission”), and

Whereas, pursuant to N.J.S.A 18A:12-29, any person may file a complaint with the Commission alleging a violation of the Act or Code; and

Whereas, the Board authorizes Pamela Stanley, Board Member, to file formal ethics complaints with the Commission against the Board member on behalf of the Berkeley Heights Board of Education.

Now, Therefore Be It Resolved, on behalf of the Berkeley Heights Board of Education, the Board hereby authorizes Pamela Stanely, to file a formal ethics complaint with the New Jersey School Ethics Commission against the Board Member on behalf of the Berkeley Heights Board of Education.

Be it Further Resolved, that the Board of Education hereby authorizes the Board Attorney to assist and represent Mrs. Stanley on behalf of the Berkeley Heights Board of Education in the filing of the complaint and associated legal proceedings pertaining to the ethics charges against Board Member Sai Bhargavi Akiri.

- **It was motioned by Dr. Foregger and seconded by Mrs. Akiri to table the New Business Resolution to file Ethics Charges against Mrs. Akiri.**

MOTION by: Dr. Foregger

SECOND by: Mrs. Akiri

ROLL CALL: Mrs. Akiri and Dr. Foregger - *Ayes*

Mr. Cianciulli, Mr Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young,

Mr. D’Aquila - *Nays*

Motion Fails.

- **It was motioned by Dr. Foregger and seconded by Mrs. Akiri to strike the last paragraph of the New Business Resolution to file Ethics Charges against Mrs. Akiri.**

MOTION by: Dr. Foregger

SECOND by: Mrs. Akiri

ROLL CALL: Mrs. Akiri and Dr. Foregger - *Ayes*

Mr. Cianciulli, Mr Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young,

Mr. D’Aquila - *Nays*

Motion Fails.

Motion to Approve New Business Resolution Filing Ethics Charges against Mrs. Akiri

MOTION by: Mr. Cianciulli **SECOND** by: Mrs. Penna
ROLL CALL: Mr. Cianciulli, Mr. Hyman, Mrs. Penna, Mrs. Stanley, Mrs. Young,
Mr. D'Aquila - *Ayes*
Dr. Foregger - *Nay*
Mrs. Akiri - *Abstain*

Motion Passes.

- It was motioned by Mr. Cianciulli and seconded by Mr. Hyman to amend the May 25th New Business Resolution to prepare Ethics Charges against Mrs. Akiri, changing the word “State” to “School” as follows:
- *“to have the Board Attorney prepare ethics charges against Mrs. Akiri to be presented to the Board in order to be filed with the School Ethics Commission.”*

MOTION by: Mr. Cianciulli **SECOND** by: Mr. Hyman
ROLL CALL: Mr. Cianciulli, Mr. Hyman, Mrs. Penna, Mrs. Stanley, Mr. D'Aquila - *Ayes*
Mrs. Akiri and Mr. Foregger - *Nay*
Mrs. Young - *Abstain*

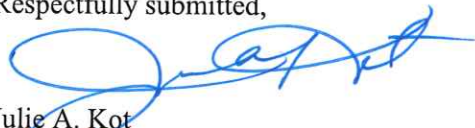
Motion Passes.

ADJOURNMENT

MOTION by: Mr. Cianciulli **Seconded** by Mrs. Penna
VOICE VOTE: Mrs. Akiri, Mr. Cianciulli, Dr. Foregger, Mr. Hyman, Mrs. Penna, Mrs. Stanley,
Mrs. Young, Mr. D'Aquila - *All Ayes*

- The meeting was adjourned at **10:29 PM.**

Respectfully submitted,


Julie A. Kot
Business Administrator/Board Secretary