

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION**  
**Skillman, New Jersey 08558**

**Meeting, Tuesday, March 25, 2014**  
**7:00 p.m. Executive Session**  
**7:30 p.m. Public Session**  
**Upper Middle School Media Center**

**DRAFT AGENDA FOR REGULAR BUSINESS MEETING**

District Goals 2013-2014

Goal 1: To develop specific communication protocols with parents, staff and community members that are consistent in message and reflect the vision of “Connected, Known and Valued,” with particular focus on the implementation of AchieveNJ and curriculum initiatives.

Goal 2: To review, evaluate and assess current programs and staffing structures to determine gaps/needs; make specific recommendations to the Board to address in a fiscally responsible and efficient manner in the following areas: special education, student/staff attendance and the organizational management structure of the district.

Goal 3: To identify and implement social-emotional programming appropriate for all schools by June 2014 and identify the appropriate assessments to measure the efficacy of the programs.

OPENING OF THE MEETING

Call to Order – Board President

Statement of Open Meeting and Public Participation - In accordance with the State’s Sunshine Law, adequate notice of this meeting was provided by mailing notice of meeting on January 8, 2014 and \_\_\_\_\_. Notice was provided to Board of Education Members, Montgomery Township Clerk, Rocky Hill Borough Clerk, Public Library, Township Posting, School Posting, PTSA Officers, Courier News, Princeton Packet, Trenton Times, and The Star Ledger.

The Board reserves the right to enter into Executive Session during all meetings of the Board of Education.

This meeting is being tape-recorded for the purpose of Board review and future reference and to assist in the preparation of minutes.

It is the School Board’s intention to conclude this meeting no later than 10:00 p.m.

ROLL CALL

EXECUTIVE SESSION

RECONVENE IN OPEN SESSION – 7:30 p.m.

SALUTE THE FLAG

APPROVAL OF MINUTES – It is recommended that the Board of Education approve the minutes of the following Board Meeting(s):

1. February 11, 2014 Executive Session Meeting
2. February 11, 2014 Workshop and Special Meeting
3. February 25, 2014 Executive Session Meeting
4. February 25, 2014 Business Meeting

ACCEPTANCE OF CORRESPONDENCE – It is recommended that the Board of Education accept the correspondence as follows:

NEW BUSINESS FROM BOARD/PUBLIC

Members of the public are allotted one opportunity to bring any new/old business to the Board for a maximum of five (5) minutes per speaker. The board president may need to refer an issue to the superintendent if the particular issue has not been handled through the appropriate chain of command within the school district before coming to the board for a response. All responses will be provided at the end of this session.

SUPERINTENDENT’S REPORT

**ACTION AGENDA**

PUBLIC COMMENTS

Members of the public are allotted one opportunity to address the Board regarding the **Superintendent’s Report** or the **Action Agenda** for a maximum of five (5) minutes during this period of the meeting. All responses will be provided at the end of this session.

**1.0** **ADMINISTRATIVE**

The Superintendent recommends that the Board of Education approve the administrative items as follows:

1.1 Routine Monthly Report – Accept the following report:

1. Student Control
2. Harassment, Intimidation and Bullying (HIB) Report
3. Teacher Absences Report
4. Fire/Security Drill Report

## 2.0 CURRICULUM & INSTRUCTION

The Superintendent recommends that the Board of Education approve the curriculum and instruction agenda as follows:

- 2.1 Out-of-District Placements – Approve the following Out-of-District placements for the 2013/14 school year.

<u>Pupil ID</u>	<u>School</u>	<u>TUITION</u>			
		<u>Anticipated Start Date</u>	<u>ESY</u>	<u>RSY</u>	<u>Total for Year</u>
180874	Collier School	2/18/14		\$23,384.76 (pro-rated)	\$23,384.76
255132	Somerset Secondary Academy	2/11/14		\$19,804.68 (pro-rated)	\$19,804.68

- 2.2 New Courses/MHS – Approve the following new course for Montgomery High School students enhancing existing courses:

Latin 4 Honors

- 2.3 Textbook Approvals – Approve the following textbooks for use at Montgomery High School:

<u>Title</u>	<u>Course</u>
American Government & Politics Today: The Essentials	AP American Government & Politics
A Short History of the US	AP US History I & II and Summer Reading
Sociology: The Study of Human Relationships	Sociology

- 2.4 FY 2014 NCLB, Title I, Title IIA, and Title III Grant Amendment – Approve an amendment to the FY2014 NCLB Grants. The amendments are being requested to realign funds with specific goals targeted through the remaining grant period.

## 3.0 FINANCE

The Superintendent recommends that the Board of Education approve the finance agenda as follows:

- 3.1 Financial Reports - As prepared by the School Business Administrator and Treasurer of School Moneys which are in agreement, and presented by the Superintendent, approve the following reports as of February 28, 2014:

- Board Secretary's Report

- Treasurer's Report
- Investment Report
- Food Services Report

- 3.2 Ratification of Transfers - ratify the transfer of funds among the general, special revenue and capital projects funds' line items as of February 28, 2014
- 3.3 Receipt of Certification from Board Secretary - Pursuant to NJAC 6A:23-2.12 (c) 3, I, Thomas M. Venanzi, certify that as of February 28, 2014 no line item account has encumbrances and expenditures, which in total exceed the line item appropriation in violation of 6A:23-2.12 (a).

\_\_\_\_\_

Board Secretary

\_\_\_\_\_

Date

- 3.4 Certification of Board of Education - Pursuant to NJAC 6A:23-2-12 (c) 4, we certify that as of February 28, 2014 after review of the Board Secretary's and Treasurer's monthly financial reports, in the minutes of the board each month that no major account or fund has been over expended in violation of NJAC 6A:23-2.12 (b).

- 3.5 Approval of Monthly Bills for March – approve the monthly bills as follows:

General Operating  
Food Service

- 3.6 Travel Reimbursement – 2013/2014 – approve the Board member and/or staff conference and travel expenses as per the attached list.
- 3.7 Approval of Photography Contract – Approve a contract with Milan Rose for senior portraits and yearbook-related photography services for Montgomery High School for the 2014-2015 school year. All costs to be paid by parents and through the yearbook account within the high school student activities account.
- 3.8 Approval of Building Use Rates – approve a change to building use rates effective July 1, 2014 as reflected on Schedule A.
- 3.9 Approval of New Jersey Schools Insurance Group (NJSIG) Safety Grant Program Application – approve the submission of a grant application for the Safety Grant Program through the New Jersey Schools Insurance Group in the amount of \$23,034 for the 2014-15 school year.
- 3.10 Non Public IDEIA Agreement with SCESC 2014-2015 - approve the following nonpublic instructional services agreement:

THIS AGREEMENT shall be in effect from July 1, 2014 until June 30, 2015 between the Somerset County Educational Services Commission, County of Somerset, State of New

Jersey, hereinafter referred to as SCESC and the Montgomery Township School District in the County of Somerset, State of New Jersey, hereinafter referred to as the Public School District.

The District agrees to pay the Commission the monthly amount of the Nonpublic School IDEA proportionate share grant funding in support of the Nonpublic School Individuals With Disabilities Education Act. The following payment schedule is hereby agreed to: 100% of the monthly services as defined below plus the 6% allowable for administrative costs plus any other additional fees allowable by law. No other funding is due the Commission in order to operate this program.

In the event the District fails to remit the funds according to the schedule indicated above, the Commission retains the right to postpone service under this contract until funds are released.

The parties agree that if the District shall no longer be eligible for funding pursuant to the Nonpublic School Individuals With Disabilities Education Act, or if such funding shall terminate, either party may terminate this agreement.

It is understood that the Commission will provide services to all of the eligible Somerset County nonpublic schools identified by the District's grant application and as authorized by the District. Also, the SCESC will coordinate the Annual Consultation Meeting between the District and its nonpublic schools, according to the provisions set forth by the State of New Jersey Department of Education.

The Commission will provide an annual report of I.D.E.A. funded services, equipment and/or technology and provide input into the grant process for each school served.

Speech (per student on active roster/per month)	\$100.00
Supplemental (per student on active roster/per month)	\$90.00

3.11 Non Public Chapter 192/193 Agreement with SCESC 2014-2015 - approve the following nonpublic instructional services agreement:

THIS AGREEMENT is made the 1st day of July 2014 between the Somerset County Educational Services Commission, County of Somerset, State of New Jersey, hereinafter referred to as SCESC and the Montgomery Township School District in the County of Somerset, State of New Jersey, hereinafter referred to as the Public School District.

WHEREAS, the SCESC, by authority of its Board of Directors, acting on approval of the State Board of Education, is capable of providing New Jersey's Chapter 192 and Chapter 193 programs to eligible students enrolled full time in nonpublic elementary and secondary schools in New Jersey. Chapter 192 programs provide nonpublic school students with auxiliary services such as compensatory education, English as a second language, and home instruction. Chapter 193 programs provide nonpublic school students with remedial services such as evaluation and determination of eligibility for

special education and related services, supplementary instruction, and speech-language services.

WHEREAS, the SCESC services are in accordance with N.J.S.A. 18A:46-6, 8, 19.1 et seq. (Laws of 1977, Chapter 193), N.J.S.A. 18A:46-1 et seq. (Laws of 1977, Chapter 192), and the Rules and Regulations governing auxiliary services to nonpublic schools; and

WHEREAS, the Public School district is under obligation to provide said services to all eligible students attending nonpublic schools/facilities within its district; and

WHEREAS, the Public School District has by Resolution of its Board, agreed with the SCESC to provide said services pursuant to N.J.S.A. 18A:46-19.7 and N.J.S.A. 18A:46A-7 as authorized by the Public School District;

NOW, THEREFORE, the parties hereto agree to as follows:

1. The terms and conditions of this Agreement shall be in effect for one (1) year from July 1, 2014 through and including June 30, 2015.
2. All services will be provided based on available state funding and the economical allocation of staffing resources available.
3. SCESC will provide the Auxiliary Services in Compensatory Education, English as a Second Language, Supplemental Instruction, Corrective Speech and/or Home Instruction for eligible students at nonpublic schools/facilities.
  - a. COMPENSATORY EDUCATION will be provided to students who meet the established State requirements. Every eligible student will be assessed, and an Individual Student Improvement Plan (I.S.I.P.) will be developed, instruction will be based on the New Jersey Core Curriculum Content Standards/Common Core, provided per session as applicable to the student, and as long as the funding is available based on the Commission's calendar. Progress reports will be distributed twice per year. Student instructional Services shall be scheduled for a minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.
  - b. ENGLISH AS A SECOND LANGUAGE will be provided to students who meet the established State requirements. Every eligible student will be tested and assessed with a state approved Language Assessment Battery, an Individual Student Improvement Plan (I.S.I.P.) will be developed, and instruction will be based on the New Jersey Core Curriculum Content Standards/Common Core, provided per session as applicable to the student, and as long as funding is available, based on the Commission's calendar. Progress reports will be distributed twice per year. Student instructional services shall be scheduled for a

minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.

- c. SUPPLEMENTAL INSTRUCTION will be provided to students examined and classified by a Child Study Team under N.J.A.C. 6A:14-4.5. Every eligible student will receive instruction based on the Individual Student Plan (I.S.P.), provided per session as applicable to the student, and as long as the funding is available, based on the Commission's calendar. Progress reports will be distributed as per State guidelines during the year. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week based on the Commission's nonpublic services calendar.
  - d. CORECTIVE SPEECH will be provided to students who meet established requirements under N.J.A.C. 6A:14-3.6. Every eligible student will receive instruction based on the Individual Student Plan (I.S.P.) provided per session as applicable to the student, and as long as funding is available, based on the Commission's calendar. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.
  - e. HOME INSTRUCTION will be given in lieu of regular classroom instruction to an eligible student who is enrolled full time in a nonpublic school and is unable to attend school for 10 consecutive school days or 15 cumulative school days or more during the school year due to temporary or chronic health condition or need for treatment which precludes participation in their usual educational setting. The teacher providing the instruction will be appropriately certified for the subject and grade level in which instruction is given pursuant to N.J.A.C. 6A:16-10.1(b).
4. SCESC will provide the auxiliary services in examination and classification to nonpublic school students who are identified by a nonpublic school as having potential learning problems. Examinations and/or classifications will be conducted in accordance with N.J.A.C. 6A:14-3.3(c) by appropriate certified personnel.
  5. Nothing contained herein shall prevent a Public School District from electing to provide all of the above services for any individual nonpublic school student within its District boundaries.
  6. All nonpublic transportation funding will be allocated according to State guidelines.
  7. For the Auxiliary services of Compensatory Education, English as a Second Language, Supplemental Instruction and Corrective Speech services described in this Agreement, the Public School District agrees to pay to SCESC a sum equal to 10% of the funding that is allocated for the contract year by the State Department of Education for Auxiliary Services to Nonpublic Schools pursuant to the provisions of the Laws of 1977, Chapter 192 and 193, based on the active roster of

students, which will be considered the official enrollment, and provided to the Public School District through monthly invoices of services rendered.

8. For the Auxiliary services of Examination and Classification, and Home Instruction described in this Agreement, the Public School District agrees to pay to SCESC a sum equal to 100% of the funding that is allocated for the contract year per pupil by the State Department of Education for Auxiliary Services to Nonpublic Schools pursuant to the provisions of the Laws of 1977, Chapter 192 and 193 when services are rendered. The SCESC will submit monthly billing of services rendered.
9. The SCESC, as per New Jersey Department of Education guidelines effective October 7, 2003, will retain 6% of the total monthly invoice as reimbursement for programming, supervision and administrative expenses associated with the Chapter 192/193 program implementation. The SCESC shall be required to provide service only to the extent of the amount of state aid received.
10. It is the responsibility of the nonpublic school to notify the SCESC in writing when a student has exited and is no longer on the active roster within 10 (ten) business days.
11. The Public School District agrees to pay SCESC within sixty (60) days following receipt of invoices for such services.
12. The Project Completion Report for Chapter 192/193 services shall be prepared by SCESC and submitted to the Public School District by July 30.
13. In the event a Public School District fails to remit funds to the SCESC within the time schedule set forth above, SCESC shall have the right to discontinue services without further notice.
14. The SCESC shall act as agent for the Public School District in the distribution, collection, processing and preparation of the Request for Additional Funding Under the Provisions of Chapter 192/193 required by the State Department of Education for the implementation of said services pursuant to the laws of 1977, Chapters 192/193. The SCESC Business Administrator may act as the local district's agent by filing for Additional Funding Under Provisions of Chapters 192/193. The Public School District will provide the SCESC access to the NJ DOE Homeroom for submission of the requests.
15. Due to the wide variation in district school calendars, the SCESC will develop and adhere to their master calendar for teacher scheduling.
16. The SCESC will coordinate the Annual Consultation meeting between the Public School District and its nonpublic schools, according to the provisions set forth by the State of New Jersey Department of Education.



17. During the performance of this contract, SCESC and the Public School District agree to the following affirmative action:
  - a. The SCESC and the Public School District, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The SCESC and the Public School District will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SCESC and the Public School District agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

3.12 Nonpublic School Nursing Services 2014-2015 – approve the following nonpublic instructional services agreement:

THIS AGREEMENT is made the 1st day of July 2014 between the Somerset County Educational Services Commission, hereinafter referred to as SCESC and the Board of Education of Montgomery Township School District, County of Somerset and State of New Jersey, hereinafter referred to as the Public School District.

WHEREAS, the SCESC, by authority of its Board of Directors, acting on approval of the State Board of Education, is capable of providing auxiliary services and any other service or supply provided under the grant guidelines to eligible students attending nonpublic schools; and

WHEREAS, the SCESC services are in accordance with Chapter 226, Laws of 1991, and the Rules and Regulations governing nursing services to nonpublic schools; and

WHEREAS, the Public School District is under obligation to provide said services to all eligible nonpublic schools within its district to assure equal access to specified nursing services; and

WHEREAS, the Public School District has by Resolution of its Board, agreed to contract with the SCESC to provide said services pursuant to said legislation.

NOW, THEREFORE, the parties hereto agree as follows:

1. The terms of this Agreement shall be in effect from July 1, 2014 until June 30, 2015.
2. The SCESC will provide services for pupils in grades K-12 who are enrolled full time in the nonpublic school within the limitation of State funds and according to State guidelines.
  - a. Nursing services for pupils in grades K-12 who are enrolled full time in the nonpublic school. The services shall include:
    1. Assistance with medical examinations including dental screening;
    2. Screening of hearing;
    3. Maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized;
    4. Scoliosis examinations of students between the ages of 10 and 18;
    5. The extension of emergency care provided to public school students to full time nonpublic school students who are injured or become ill at school or during participation on a school team or squad pursuant to NJAC 6A:16-1.4 and 2.1(a)4. These health services include:
      - a. The emergency administration of epinephrine via epipen pursuant to N.J.S.A. 18A:40 12.5;
      - b. The care of any student who becomes injured or ill while at school or during participation in school-sponsored functions;
      - c. The transportation and supervision of any student determined to be in need of immediate care; and
      - d. The notification to parents of any student determined to be in need of immediate medical care.

The nursing services provided to nonpublic schools shall not include instructional services.

3. The SCESC shall purchase nursing supplies for nonpublic schools, if requested, with remaining funds after required nursing services are provided as per the provisions set forth by the State of New Jersey Department of Education and with authorization by the Public School district.

4. The SCESC shall contact the nonpublic schools within the district and determine the services they will require within the parameters of the law and limitation of funds.
5. The SCESC will coordinate the Annual Consultation Meeting between the Public School District and its nonpublic schools, according to the provisions set forth by the State of New Jersey Department of Education.
6. The Public School district agrees to pay to the SCESC a sum equal to the full funding that is allocated by the State Department of Education for nursing services to nonpublic schools within its district pursuant to the provisions of Chapter 226 Laws of 1991. Payment shall be made monthly during the school year and forwarded to the SCESC within sixty (60) days after district's receipt of the SCESC's monthly invoice of services provided and supplies purchased. Nursing services (per 60 minute session) is \$30.00. The SCESC, as per New Jersey Department of Education guidelines effective October 7, 2003, will retain 6% of the payment as reimbursement for programming, supervision and administrative expenses associated with the Nonpublic School Nursing Services Program implementation. In the event a Public School District fails to remit funds to the SCESC, the SCESC shall have the right to give notice of discontinued services.

3.13 Resolution/New Jersey Nonpublic Textbook Program – approve the following resolution:

WHEREAS, 18A:58-37-1 et seq., as amended by Chapter 121, Laws of 1984, requires that the state and local community purchase and loan textbooks upon individual request to all students enrolled in grades kindergarten through 12 in nonpublic schools located within the local school district; and,

WHEREAS, no Board of Education is required to expend funds for the purchase and loan of textbooks in excess of the amounts provided in state aid; and,

WHEREAS, the Somerset County Educational Services Commission (SCESC) has agreed to administer the purchasing and processing of nonpublic school textbooks for local public school districts for the purpose of greater cost effectiveness through joint purchasing and centralized administration;

THEREFORE, BE IT RESOLVED that the Montgomery Township School District enters into an agreement with the SCESC whereby the SCESC will administer a nonpublic textbook program for those eligible students attending nonpublic schools located within the county for the 2014-2015 school year, in accordance with 18A:58-37-1 et seq, and as authorized by the District. The SCESC will coordinate the Annual Consultation Meeting between the District and its nonpublic schools, according to the provisions set forth by the State of New Jersey Department of Education.

BE IT FURTHER RESOLVED that the Montgomery Township School District agrees to pay the total amount allocated by the State for the New Jersey Nonpublic School Textbook Program and a 6% administrative fee not to be paid through State program funds to the SCESC by August 31, 2014 or 30 days after State funding is announced, whichever is first. The 6% administrative fee will be waived if all other nonpublic program services for the District are provided by the SCESC. Any unexpended funds will be refunded to the local district.

3.14 Resolution/New Jersey Nonpublic School Technology Initiative Program – approve the following resolution:

WHEREAS, the New Jersey Nonpublic School Technology Initiative Program has been authorized in the Appropriations Act for Fiscal Year 2014-2015; and

WHEREAS, Nonpublic School Technology Initiative Aid shall be paid to school districts and allocated for nonpublic school pupils in a manner that is consistent with the provisions of the federal and state constitutions; and

WHEREAS, said program requires the Board of Education in each public school district in New Jersey to provide technology to all students attending a nonpublic school located in the public school district; and

WHEREAS, it is the responsibility of the chief school administrator of the public school district or designee to confer with the administrator of each participating nonpublic school within the district to advise the nonpublic school of the limit of funds available and to agree upon the technology to be provided to the nonpublic school within the limits of the funds that are available for the nonpublic school; and

WHEREAS, it is the responsibility of the public school district to send written verification that conferences were held with each nonpublic school administrator to the County Superintendent, along with a copy of each agreement, prior to the State's deadline; and

WHEREAS, it shall be the responsibility of each public school district to provide the agreed upon technology which may include equipment, software, professional development and/or maintenance of equipment; and

WHEREAS, the Somerset County Educational Services Commission (SCESC) has agreed to administer the responsibilities associated with this program for the purpose of greater cost effectiveness through joint purchasing and centralized administration,

NOW, THEREFORE, BE IT RESOLVED that the Montgomery Township School District (District) enter into an agreement with the SCESC, whereby the SCESC will administer the Nonpublic School Technology Initiative Program for nonpublic schools located within the boundaries for the 2014-2015 school year and are awarded funding and as authorized by the District, and

BE IT FURTHER RESOLVED that the SCESC will coordinate the Annual Consultation Meeting between the District and its nonpublic schools, according to the provisions set forth by the State of New Jersey Department of Education, and

BE IT FURTHER RESOLVED that the District pay the State-approved administrative percentage (5% in 2013-2014) of the allocation for the Nonpublic School Technology Initiative Program to cover the SCESC's cost for administering the program. The SCESC will invoice the District for technology items as expended in accordance with the Guidelines for Administering the New Jersey Nonpublic School Technology Initiative Program and State-approved administrative percentage of the total amount spent as reimbursement for administrative expenses associated with the Nonpublic School Technology Initiative Program. No other funding is due the Commission in order to operate this program.

- 3.15 Renewal of Contract/Air Conditioning and Ventilation Controls (Bid #B14-03) – that the Board of Education renew for the 2014-2015 school year the following bid; B14-03 of 2013-2014 awarded on May 28, 2013 in accordance with N.J.S.A. 18A:18A-42.

<u>Vendor</u>	
Automatic Temperature Control Services, Inc. Middlesex, NJ	<i>July 1, 2014 – June 30, 2015</i> Hourly Rate- \$131.00 8:00 AM-4:00 PM Evening Rate- \$161.00 4:00 PM-8:00 AM Overtime Rate-Sat., \$171.00 Sun. & Holidays Part Mark-Up %: List -30%

*The renewal is at no increase to the Board of Education.*

- 3.16 Renewal of Contract/District Fire Alarm Testing, Maintenance and Repair (Bid #B14-04) –that the Board of Education renew for the 2014-2015 school year the following bid; B14-04 of 2013-2014 awarded on May 28, 2013 in accordance with N.J.S.A. 18A:18A-42.

<u>Vendor</u>	
Open Systems Integrators, Inc. Manalapan, NJ	<i>July 1, 2014 – June 30, 2015</i> Yearly Maint. \$27,454.00 Hourly Rate- \$96.00 8:00 AM-4:00 PM Evening Rate- \$145.00 4:00 PM-8:00 AM Overtime Rate-Sat., \$192.00 Sun. & Holidays Part Mark-Up %: 21%

*The renewal is at no increase to the Board of Education.*

#### **4.0 PERSONNEL**

The Superintendent recommends that the Board of Education approve the personnel agenda following discussion in Executive Session

ANNOUNCEMENTS BY THE PRESIDENT

ADJOURNMENT