

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

**Meeting, Tuesday, April 27, 2021**

**5:45 p.m. Executive Session**

**7:30 p.m. Public Session**

**REMOTE – Participation Information Available on District Website**

**BUSINESS MEETING AGENDA**

2020-2021 District Goals

- Goal 1: Provide deeper student-teacher-parent connection to allow for continued excellent academic education and emotional well-being of students regardless of mode of instruction during the COVID19 pandemic.
- Goal 2: Revise the Science Curriculum and Structure to reflect new developments and requirements in Science.
- Goal 3: Implement curricular changes to incorporate diversity and inclusion.
- Goal 4: Prioritize our financial resources to drive innovation in ongoing student education.

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 6, 2021 and April 20, 2021. 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, Montgomery 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.

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

ROLL CALL

EXECUTIVE SESSION

It is recommended that the Board of Education adopt a resolution to convene in executive session as follows:

WHEREAS, the Open Public Meetings Act, Chapter 231 of the Laws of 1975 provides that a public body may exclude the public from that portion of a meeting of which the public body discusses certain matters for which confidentiality is required as permitted in Section 7B of the act.

WHEREAS, the items that are permitted to be discussed in executive session are as follows:

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

NOW THEREFORE BE IT RESOLVED, that the Board of Education will be discussing items 3, 4, 7 and 8. Action may take place on these items.

The matters discussed in executive session shall be disclosed to the public when the need for confidentiality no longer exists.

#### ROLL CALL

RECONVENE IN OPEN SESSION – 7:30 p.m.

#### SALUTE THE FLAG

#### PUBLIC HEARING ON THE 2021-2022 BUDGET

#### SUPERINTENDENT’S REPORT / PRESENTATIONS

- Village Elementary School - School Leadership Team (SLT)
- Montgomery Special Education Parent Advisory Group (M-SEPAG) Introduction

#### NEW BUSINESS FROM BOARD/PUBLIC

Members of the public are allotted one opportunity to bring any new business to the Board for up to a maximum of three (3) minutes per speaker. All comments or questions must be directed to the board president. The Board of Education welcomes and encourages input from the public. There are two times during board meetings that the public is invited to speak. One time is now when members of the public are invited to bring any new business to the board for up to a maximum of three minutes per speaker. Later in the meeting there will be a second opportunity to address the board regarding the Action Agenda.

Before you make your comment, please state your name, address and subject matter. Being mindful of privacy rights regarding students and board employees and to avoid any potential liability on the part of the speaker, the board discourages references to specific individuals. While directing your comments or questions to the board president, please understand that the public comment portions of the meeting are not structured as question and answer sessions but rather are offered as opportunities

for you to share your thoughts with the board. 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 with the school district before coming to the board for a response. Responses may be provided at the end of this session. However, there are times when comments and questions will require additional information gathering before a response is provided.

## COMMITTEE/REPRESENTATIVE REPORTS

### Representative Reports

- Student Representative Report
- MTEA Report
- Board Member Delegate/Representative Reports  
(SCSBA, PTSA, MAC, Legislative, NJSBA, Ed. Services Commission, etc.)

### Board Committee Reports

- Assessment, Curriculum and Instruction Committee (ACI)
- Anti-Racism and Reform Committee (ARRC)
- Operations, Facilities and Finance Committee (OFF)
- Policy and Communications Committee (PCC)
- Human Resource Committee (HRC)
- President's Report

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

1. March 16, 2021      Executive Session Meeting
2. March 16, 2021      Business Meeting
3. April 14, 2021      Executive Session Meeting

CORRESPONDENCE TO THE BOARD – List of correspondence to the Board:

1. Email dated 3/15/21 from F. Pfeffer regarding proposed calendars.
2. Email dated 3/17/21 from K. Gerecitano regarding Schedule for end of year
3. Email dated 3/22/21 from Somerset County regarding Great Road Bridge LCD Study
4. Email dated 3/23/21 from N. Pace-Addeo regarding Great Road Bridge public meeting on 3/24/21
5. Email dated 4/12/21 from P. Bursh regarding Labor Management Collaborative Initiative
6. Email dated 4/12/21 from C. Callan regarding MHS Parking Fee
7. Email dated 4/12/21 from M. Lister regarding MHS Parking Fee
8. Email dated 4/19/21 from C. Callan regarding MHS Parking Fee
9. Email dated 4/20/21 from N. Pace-Addeo regarding Great Road Bridge LCD Study
10. Email dated 4/21/21 from A. Schwarz regarding Comments
11. Email dated 4/21/21 from R. Jacinto regarding Transparency
12. Email dated 4/21/21 from R. Jacinto regarding Survey
13. Email dated 4/21/21 from C. Callan regarding MHS Parking Fee
14. Email dated 4/22/21 from S. Partilova regarding Important Schedule Information

## PUBLIC COMMENTS

Members of the public are allotted one opportunity to address the Board regarding the **Action Agenda** for up to a maximum of three (3) minutes during this period of the meeting. All comments or questions must be directed to the board president. 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.

## ACTION AGENDA

### **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 reports:

- a. Student Control Report
- b. Fire/Security Drill Report
- c. Harassment, Intimidation and Bullying (HIB) Report

#### 1.2 Policy First Reading - Accept the following policies/regulations as a first reading:

- |          |  |
|----------|--|
| 2415     | Every Student Succeeds                       |
| 2415.02  | Title I – Fiscal Responsibilities            |
| 2415.05  | Student Surveys, Analysis and/or Evaluations |
| 2415.20  | Every Student Succeeds Act Complaints        |
| 2415.20R | Every Student Succeeds Act Complaints        |

#### 1.3 Policy Second Reading – Accept and adopt the following policies and regulations following a second reading:

- |          |                                      |
|----------|--------------------------------------|
| 0145     | Board Member Resignation and Removal |
| 5330.01  | Administration of Medical Cannabis   |
| 5330.01R | Administration of Medical Cannabis   |
| 7425     | Lead Testing of Water in Schools     |
| 7425R    | Lead Testing of Water in Schools     |

#### 1.4 Policy/Regulation Abolishment - Approve the Board of Education to abolish the following two policies:

- |         |  |
|---------|--|
| 2415.01 | Academic Standards, Assessments & Accountability |
| 2415.03 | Highly Qualified Teachers                        |

- 1.5 Affirmative Action Officers 2021-2022 – It is recommended that the Board appoint the following personnel as Affirmative Action/504 Officers for the 2021-2022 school year:
- Daniel Van Hise (OHES), Lia Camuto (VES), Lisa Romano (MMS-Lower Campus), Kim Dewrell (MMS-Upper Campus), Naoma Green (MHS)
  - Kelly Mattis, District
- 1.6 Anti-Bullying Specialists 2021-2022 – It is recommended that the Board appoint the following personnel as Anti-Bullying Specialists for the 2021-2022 school year:
- Tracy Vail and Wendy Gelinas (OHES), Lauren Fornal and Jolene Schantz (VES), Lesley Haas and Kevin Armstrong (MMS – Lower Campus), Jeanne Fedun and Allison Doyle Smith (MMS – Upper Campus), Keith Glock, Maureen Conway and Matthew Pogue (MHS) – Students
  - Kristen Taylor, District Anti-Bullying Coordinator

## 2.0 CURRICULUM & INSTRUCTION

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

- 2.1 Approval of Student Exchange Program - Approve the proposal for the German Exchange Program for students currently in grades 8 through 11. Prospective participants will meet via Zoom/Google Meet during the 4<sup>th</sup> marking period of 2021. The in-person German Exchange for prospective participants will take place in the summer of 2022.
- 2.2 Out-of-District Tuition Student – Accept Student #107688 for Grade 12 at a cost of \$21,747.00 to the sending district for the 2021-2022 school year.
- 2.3 Out-of-District Tuition Student – Accept Student #104849 for Sixth Grade at the Board-approved tuition rate for the 2021-2022 school year.
- 2.4 Out-of-District Placements 2021-2022 - Approve the following Out-of-District placements for the 2021-2022 School Year:

Student ID	School	Dates	TUITION		
			ESY	RSY	Total for Year
105893	Douglass Developmental Disabilities Center	7/1/21-6/17/22	\$22,217.64	\$117,622.80	\$139,840.44
100016	Douglass Developmental Disabilities Center	7/1/21-6/17/22	\$25,861.08	\$136,911.60	\$162,772.68
102246	Douglass Developmental Disabilities Center	7/1/21-6/17/22	\$22,217.64	\$117,622.80	\$139,840.44

2.5 Consultant Approvals 2020-2021 - Approve the following consultants for the 2020-2021 school year:

<b>CONSULTANT NAME/VENDOR</b>	<b>SERVICES PROVIDED</b>	<b>RATES OF SERVICE</b>
Hampton Behavioral Health Center	Medical Bedside Instruction	\$59.98/hour
ReThink Theatrical	Provide on-site professional development for high school science teachers to integrate theatre arts, literature, and environmental science.	\$1,500.00 To be funded by Title II

**3.0 OPERATIONS, FACILITIES AND FINANCE**

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

3.1 Acceptance of the Financial Reports

WHEREAS, N.J.A.C. 6A:23A-16.10 requires the Board Secretary and the Board of Education of the Montgomery School District to certify that no budgetary line item account has been over-expended and that the sufficient funds are available to meet the District's financial obligation, and

WHEREAS, N.J.A.C. 6A:23A-16.10 further requires the Board of Education of the Montgomery Township School District receive and accept the monthly financial statement, the Board Secretary's and Treasurer's Reports; and

WHEREAS, the Board Secretary's and Treasurer's Reports for the month ending March 31, 2021 are presented for the Board to accept and are on file in the Office of the School Business Administrator;

NOW THEREFORE BE IT RESOLVED, the Board of Education of the Montgomery Township School District acknowledges receipt of and accepts the Board Secretary's and Treasurer's Reports for the month ending March 31, 2021; and

BE IT FURTHER RESOLVED, that the Board Secretary and the Board of Education certifies that no budgetary line item account has been over-expended and that there are sufficient funds available to meet the District's financial obligation.

3.2 Approval of Transfers

WHEREAS, N.J.A.C. 6A:23A-16.10-(c)1 states that a report shall be presented to the Board showing all transfers between line item accounts for each line item account shown on the budget prepared in accordance with N.J.S.A. 18A:22-8; and

WHEREAS, Board Policy 6422 designates the Superintendent of Schools to approve transfers as necessary between meetings of the Board and be reported to the Board, ratified and duly recorded in the minutes at a subsequent Board meeting; and

WHEREAS, transfers were necessary to maintain the needs of the district and are on file in the Office of the School Business Administrator,

NOW THEREFORE BE IT RESOLVED, that the Montgomery Township Board of Education ratifies and approves the transfers through March 31, 2021 within the 2020-2021 school year budget, as approved by the Superintendent, so that no budgetary line item account has been over-expended and that sufficient funds would be available to meet the district's financial obligations, as requested by various district;

BE IT FURTHER RESOLVED, this resolution shall take effect immediately, and the Montgomery Township Board of Education authorizes the Superintendent, Board President and School Business Administrator to sign any documents on behalf of the Montgomery Board of Education with regards to exercising the intent of this resolution.

### 3.3 Approval of Bill Lists

WHEREAS, N.J.S.A. 18A:19, Expenditure of Funds; Audit and Payment of Claims, provides Board of Educations to make payments on claims for goods received and services rendered payable to the order of the person entitled to receive the amount after approval by the board; or in accordance with payrolls duly certified; or debt service or when provided by resolution approval by a person designated by the board; and

WHEREAS, a list of bills dated April 27, 2021 is being presented to the board with the recommendation that they be ratified and paid respectively; and

WHEREAS, each claim or demand has been fully itemized, verified and audited as required by law in accordance with N.J.S.A. 18A:19-2;

NOW THEREFORE BE IT RESOLVED, that the Montgomery Township Board of Education approves the list of bills for payment in the grand sum of \$7,697,351.59 and

General Account	\$7,664,266.10
Food Service Account	\$ 33,085.49
TOTAL	\$7,697,351.59

BE IT FURTHER RESOLVED, the list of bills is on file in the Office of the School Business Administrator, and

BE IT FURTHER RESOLVED, that the Montgomery Township Board of Education authorizes the School Business Administrator to pay bills if it is determined that a need arises prior to the next board meeting in accordance with Board Policy 6470 – Payment of Claims.

3.4 Travel Reimbursement –2020/2021 – Approve the Board member and/or staff conference and travel expenses as per the travel reimbursement list dated 4/27/21.

3.5 Approval of the Adoption of Estimated Tuition Rates for 2021-2022 - Establish the following estimated tuition rates for the 2021-2022 school year:

Integrated Preschool	\$ 4,750
Kindergarten	\$12,932
Grades 1-5	\$16,768
Grades 6-8	\$16,319
Grades 9-12	\$16,607
Learning Language Disabled (LLD)	\$31,395
Autistic	\$47,598
Preschool Disabled Part Time (PSD)	\$65,305
Preschool Disabled Full Time (PSD)	\$23,268
Visually Impaired	\$71,222

3.6 A. Adoption of the 2021-2022 Proposed Budget – That the Board of Education adopt the 2021-2022 proposed budget as follows:

General Fund	\$ 93,192,365
Special Revenue Fund	\$ 1,174,344
Debt Service Fund	\$ 7,990,376
<b>Total Tentative Budget</b>	<b>\$102,357,085</b>

B. Amount to be Raised for Taxes – General Fund – that the Board of Education acknowledge that \$81,290,772 be raised for General Funds for the ensuing school year (2021-2022).

- Montgomery portion \$79,329,403
- Rocky Hill portion \$ 1,961,369

C. Amount to be Raised for Taxes – Debt Service – that the Board of Education acknowledge that \$7,206,184 be raised to support the debt service budget for the ensuing school year (2021-2022).

- Montgomery portion \$7,152,565
- Rocky Hill portion \$ 53,619

D. Approve Maintenance Reserve Withdrawal – Approve the following resolution:

Approve the withdrawal of \$100,000 from the maintenance reserve account to be included in the 2021-2022 school district budget to fund district maintenance for the 2021-2022 school year.



E. Approve Capital Reserve Withdrawal – Other Capital Projects Statement of Purpose – Approve the following resolution:

Included in budget line 620, Budgeted Withdrawal from Capital Reserve – Excess Costs & Other Capital Projects is \$550,000 for other capital project costs of the district tennis courts (\$320,000), fire alarm panel (\$150,000) and school paging and bell system (\$80,000). The total cost of these projects is \$550,000, which represents expenditures for construction elements or projects that are in addition to the facilities efficiency standards determined by the Commissioner as necessary to achieve the new Jersey Student Learning Standards.

3.7 Annual Renewal of Ameriflex for Cobra and Flexible Spending – Approve the annual renewal of Ameriflex for Cobra and Flexible Spending for the 2021-2022 school year.

3.8 Resolution authorizing the purchase of Natural Gas Services through the Alliance for Competitive Energy Services (“ACES”) Bid Cooperative Pricing System ID#E8801-ACESCPS – Approve the following resolution:

WHEREAS, the Public School Contracts Law, N.J.S.A. 18A:18A-4.1a, authorizes district boards of education to competitively contract for the procurement of proprietary computer software and services; and

WHEREAS, the New Jersey School Boards’ Association (NJSBA), N.J.S.A. 18A:6-45 et. seq., on behalf of its membership has competitively contracted to procure on an aggregated basis digital and electronic products and services, E-Rate Consulting and Processing Services, and other technology products and programs to enhance Members readiness for Future Ready Schools, as well as energy aggregation services, supplies and materials, time and materials; and such other services and products as two or more participating local boards in the system agree can be purchased on a cooperative basis; and

WHEREAS, N.J.S.A. 18A:18A-11 specifically authorizes two or more local district boards of education (hereinafter referred to as local boards) to enter into a Cooperative Pricing Agreement for the purchase of work, materials, and supplies; and

WHEREAS, NJSBA is conducting a voluntary Cooperative Pricing System within the State of New Jersey, utilizing the administrative purchasing services and facilities of NJSBA; and

WHEREAS, this Cooperative Pricing Agreement (hereinafter referred to as the Agreement) is to effect substantial economies in the purchase of energy and technology products and services for local boards across this State; and

WHEREAS, all parties to this Agreement have approved this Agreement by resolution, in accordance with N.J.S.A. 18A:18A-1 *et. seq.* and regulations promulgated thereunder; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. The products and services to be priced cooperatively may include, on an aggregated basis or not, digital and electronic products and services, E-Rate Consulting and Processing Services, and other technology products and programs to enhance Members readiness for Future Ready Schools-NJ, as well as energy aggregation services, supplies and materials, time and materials; and such other services and products as two or more participating local boards in the system agree can be purchased on a cooperative basis.
2. The services and classes of services which may be designated by the participating local boards hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The NJSBA, on behalf of all participating contracting units, shall, upon approval of the System's registration and upon the anniversary of the system's registration publish a legal ad in such format as required by N.J.A.C. 5:34-7.12 in a newspaper normally used for such purposes by it, to include such information as:
  - a) NJSBA's full name and the fact that it may be soliciting competitive bids or informal quotations; and
  - b) NJSBA's address and telephone number; and
  - c) The names of the participating contracting units; and
  - d) The State Identification Code for the Cooperative Pricing System, and
  - e) The expiration date of the Agreement.
4. Each of the participating local boards shall designate, in writing, to NJSBA, products and services to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by NJSBA and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by NJSBA on behalf of all of the participating local boards desiring to purchase products and services and some or all of the other services specified in this Agreement.

7. NJSBA shall receive bids or quotations on behalf of all participating local boards. Following the receipt of bids, NJSBA shall review said bids and on behalf of all participating local boards, either reject all or certain of the bids or make one award to the lowest responsible bidder. This award shall result in the opportunity for individual local boards to enter into individual contracts with the successful bidder providing for the estimated aggregate quantities to be purchased during the term of the individual contracts.
8. Upon determining to accept the bid provided through this Agreement, each participating local board shall:
  - a) Certify the funds available only for its own needs ordered;
  - b) Enter into a formal written contract directly with the successful bidder(s);
  - c) Issue purchase orders in its own name directly to successful bidder(s) against said contract;
  - d) Accept its own deliveries;
  - e) Be invoiced and receive statements from the successful bidder(s);
  - f) Make payment directly to the successful bidder(s) and
  - g) Be individually responsible for any tax liability associated with the individual contract.
9. No participating local board in the Cooperative Pricing System shall be responsible for payment for any services ordered or for performance generally by any other participating local board. Each participating local board shall, accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

The provisions of paragraphs 7, 8 and 9 above shall be quoted or referenced and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
10. No participating local board in the Cooperative Pricing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
11. NJSBA reserves the right to exclude any item or service from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or practicable.
12. NJSBA shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
13. This Agreement shall become effective upon signing, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for the duration of the Cooperative Pricing System's Registration with DCA unless any party to this Agreement shall give written notice of its intention to terminate its participation.

14. Additional local boards may from time to time, execute this Agreement by means of a Rider attached hereto, which addition shall not invalidate this Agreement with respect to the other signatories. NJSBA is authorized to execute the Rider(s) on behalf of the members of the Cooperative Pricing System.
  15. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned to the System by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
  16. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
- 3.9 Lead Testing Program Statement of Assurance – Approve submittal of the lead testing SOA to the NJDOE for the 2020-2021 school year.
- 3.10 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 \$25,880 for the 2021-22 school year.
- 3.11 Approval of 2021-2022 Yearly Appointments and Contracts - It is recommended that the following contracts be issued and announced for the 2021-2022 school year:
- A. Board Attorney - Whereas, the Montgomery Township Board of Education requires professional attorney services to be performed for the school year 2021-2022 and whereas, the firm of Fogarty & Hara are attorneys in the State of New Jersey and are willing to perform said services:
- NOW THEREFORE IT IS AGREED: That the firm of Fogarty & Hara shall perform professional attorney services for the Montgomery Township Board of Education as requested by the Board.
- That the Montgomery Township Board of Education will compensate Fogarty & Hara for said attorney services at the rate of one hundred and seventy-five (\$175) per hour for a partner and one hundred fifty-five dollars (\$155) for an associate for the year 2021-2022.
- B. Architect of Record – Whereas, the Montgomery Township Board of Education requires professional architectural services to be performed for the school year 2021-2022 and whereas, the firm of Parette Somjen Architects are architects in the State of New Jersey and are willing to perform said services:
- NOW THEREFORE IT IS AGREED: That the firm of Parette Somjen Architects shall perform professional architectural services for the Montgomery Township Board of Education as requested by the Board.

That the Montgomery Township Board of Education will compensate the firm of Parette Somjen Architects as follows and in accordance with their contract on file in the Board Secretary's office.

Schedule of Hourly Rates – 2021-2022

Principal(s): Licensed Architect	\$167.00
Partner(s): Licensed Architect	\$167.00
Director(s)	\$157.00
Senior Associate(s)	\$157.00
Associate(s)	\$146.00
Senior Project Architect(s)	\$146.00
Senior Certified Interior Designer(s)	\$146.00
Project Architect(s)	\$125.00
Project Engineer(s)	\$125.00
Project Manager(s)	\$125.00
Contract Administrator(s)	\$110.00
Senior Assistant Project Manager(s)	\$105.00
Assistant Project Manager(s)/Staff Architect(s)	\$ 90.00
Certified Interior Designer(s)	\$ 90.00
Job Captain	\$ 82.00
Architectural Intern(s)/Designers: Level 3	\$ 81.00
Architectural Intern(s)/Designers: Level 2	\$ 78.00
Architectural Intern(s)/Designers: Level 1	\$ 64.00
Administrative Assistant(s)	\$ 54.00

- C. Appointment of Auditor – It is recommended that the Montgomery Township Board of Education appoint Suplee, Clooney & Company of Westfield, New Jersey as Auditor to the district for the FY 2021 Audit at the fee of \$27,600.00 in accordance with the scope of audit as defined in N.J.S.A. 18A:23.

It is also anticipated that additional services, if any, would be billed at standard hourly rates as follows:

Partner	\$150 - \$175 per hour
Manager	\$115 per hour
Senior Staff	\$90 - \$105 per hour
Staff Accountant	\$75 - \$85 per hour

- D. Appointment of School Physician – Appoint Dr. Bert Mandelbaum as school physician for the 2021-2022 school year at the cost of \$22,000.
- E. Re-Adoption of Board Policies and Bylaws for the 2021-2022 School Year - Re-adopt the existing policies and bylaws of the Board of Education for the 2021-2022 school year with the understanding that revision of Board policy can be made at any time by Board action.

3.12 Appointment of Professional Service - Approve the appointment of Phoenix Advisors as Financial Advisor for Continuing Disclosure Agent services for \$1,000 base fee and \$200 initial setup fee for each new bond issue set up during the year for the 2021-2022 school year.

3.13 Food Service Management Agreement – That the Board of Education renew the agreement with COMPASS GROUP USA, INC., by and through its CHARTWELLS Division as the district's Food Services management company for the 2021-2022 school year with the following management fee, guaranteed return and investment:

A. DURATION OF AGREEMENT

1) This agreement begins on July 1, 2021 and ends on June 30, 2022.

B. MANAGEMENT FEE(S)/GUARANTEES

1) FEES

Management Fee. Chartwells shall charge the Local Education Agency a Management Fee of Eleven Thousand Two Hundred Thirty-Two dollars (\$11,232.00) per month for the ten (10) months for an annual total of One Hundred Twelve Thousand and Three Hundred Twenty dollars (\$112,320.00) during the academic year.

2) GUARANTEE

Guaranteed Return. Chartwells guarantees that the return to the LEA from the Food Service Program for the school year will be at least \$50,000 and is unlimited. Guarantee Reimbursement conditions and assumptions remain the same as previously agreed upon in the First Renewal Fee contract.

3.14 School Lunch Prices – 2021/2022 – Approve the following lunch prices and à la carte items as attached on Schedule A for the 2021/2022 school year:

Type A Lunches

Elementary (Grades 1-6)	\$2.95
Middle School (Grades 7-8)	\$3.30 - \$5.75
High School	\$3.30 - \$5.75
Reduced Lunch	\$0.40
Adult at Elementary Schools	\$3.45
Adult at Middle School	\$3.30 - \$5.75
Adult at High School	\$3.30 - \$5.75

Milk Prices

Student	\$0.80
Adult	\$0.80

3.15 Approval of Parking Fee for the 2020-21 School Year – Approve the prorated parking fee of \$10 per month for the months of May and June due to the pandemic and the fact that students were learning remotely.

- 3.16 Renewal of Contract/Refuse Removal for the Montgomery Township Board of Education (Bid #B21-02) – Renew for the 2021-2022 school year the following bid; B21-02 of 2020-2021, awarded on May 19, 2020 for \$68,131.00 in accordance with N.J.S.A. 18A:18A-42.

<u>Vendor</u>	<u>Cost of Yearly Removal of Refuse</u>
Republic Services of NJ, LLC dba Raritan Valley Disposal Services Clinton, NJ	July 1, 2021 – June 30, 2022 \$68,131.00

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

- 3.17 Approval for the Purchase of Two (2) 54 Passenger School Busses – Approve the purchase of two (2) 54 Passenger School Busses, entered into on behalf of the Educational Services Commission of New Jersey Cooperative Pricing System #65MCESCCPS, School Bus-A, B, C & D, Bid# ESCNJ 20/21-33.

<u>Vendor</u>	<u>Contract Title and ESCNJ Contract #</u>	<u>Bus Description</u>	<u>Total</u>
Truck King International Sales & Service, Inc. Newark, NJ	School Bus A, B, C & D Bid #ESCNJ 20/21-33	54 Passenger School Bus	\$200,670.40

- 3.18 Receipt, Rejection and Award of Bid – Custodial Services for the Lower Montgomery Middle School (Bid B22-01) – Bids were received on March 23, 2021 for custodial services at the Lower Montgomery Middle School as follows:

<u>Vendor</u>	<u>Base Bid</u>
Cleaning Services of Hudson Valley, Inc. Garnerville, NY	\$240,000.00
ACB Services, Inc. Cream Ridge, NJ	\$282,960.00
Pritchard Industries Florham Park, NJ	\$359,461.80
Quality Facility Solutions Corp. Brooklyn, NY	\$359,846.49
Maverick Building Service, Inc. Rutherford, NJ	\$369,366.48

WHEREAS, the Montgomery Township Board of Education (“Board”) advertised for bids for Custodial Services for Lower Montgomery Middle School (“Custodial Services Contract”); and

WHEREAS, on March 23, 2021, the Board received bids for the Custodial Services Contract; and

WHEREAS, Cleaning Services of Hudson Valley, Inc., (“Hudson Valley”) submitted the lowest bid which was defective for failing to provide the required Consent of Surety certificate from a surety company licensed to do business in the State of New Jersey, as required by the in the advertisement and specifications for the Custodial Services Contract; and

WHEREAS, the failure by Hudson Valley to submit the required Consent of Surety is a material defect that cannot be waived by the Board; and

WHEREAS, the next low bidder, ACB Services, Inc., submitted a bid that conforms in all respects to the specifications for the Custodial Services Contract.

NOW THEREFORE BE IT RESOLVED as follows:

1. The Board rejects the bid submitted by Hudson Valley as being materially defective.
2. The Board awards the Custodial Services Contract to ACB Services, Inc., the next lowest responsible bidder whose bid conforms in all respects to the bid specifications.
3. The Board authorizes the President and the Business Administrator/Board Secretary to execute a contract with ACB Services Inc. and any other documents necessary in effectuate the terms of the Resolution.

- 3.19 New Jersey Cooperative Bid (Educational Data Services) – Approval of the award of bids received by Educational Service Commission of Morris County, Morris Plains, NJ on behalf of the New Jersey Cooperative Bid Members for the 2021-2022 school year as follows:

<u>Category</u>	<u>Vendor</u>
General Classroom Supplies	Cascade School Supplies, Inc.
Audio Visual Supplies	Adorama Inc, Camcor, Inc. Paper Clips, Inc. Troxell Communications, Inc. Valiant National AV Supply/VCOM International
Copy Duplicator Paper	W. B. Mason Co., Inc.
Custodial Supplies	AramSCO, Inc. dba E.A. Morse Donna Jana Enterprizes LLC/My Price Supply Staples Contracts & Commercial LLC United Sales USA Corp. United Supply Corp. W.W. Grainger, Inc./Grainger



Family Consumer Science Supplies	METCO Supply Inc. NASCO Education LLC S.A.N.E.
Fine Arts Supplies	Blick Art Materials LLC Cascade School Supplies, Inc. NASCO Education LLC National Art & School Supplies, Inc. School Specialty, LLC Sheffield Pottery, Inc. W. B. Mason Co., Inc.
Health & Trainer Supplies	Henry Schein Inc. Performance Health Supply Inc. dba Medco Supply School Health Corporation
Library Supplies	Cascade School Supplies, Inc. DEMCO, Inc. The Library Store, Inc.
Math Supplies	EAI Education/Eric Armin Inc. NASCO Education LLC United Supply Corp.
Music	K & S Music Inc. Music in Motion West Music Company
Office/Computer Supplies	Staples Contract & Commercial, Inc.
Photography Supplies	Adorama Inc.
Physical Education Supplies	BSN Sports, LLC/Passons Sports/Varsity Brands NASCO Education LLC School Health Corporation dba Palos Sports School Specialty, LLC
Rocketry	Midwest Technology Products Pitsco Education
Science Supplies	Carolina Biological Supply, Co. EAI Education/Eric Armin Inc. Fisher Scientific Co., LLC dba Fisher Science

Flinn Scientific Inc.  
METCO Supply Inc.  
NASCO Education LLC  
PARCO Scientific Company  
Sargent-Welch/VWR International, LLC  
School Specialty, LLC  
Ward's Science/VWR International, LLC

Special Needs

Becker's School Supplies/Charles J. Becker  
& Bro.  
NASCO Education LLC  
School Health Corporation  
School Specialty, LLC  
Super Duper Inc. dba Super Duper  
Publications

Teaching Aids

Becker's School Supplies/Charles J. Becker  
& Bro.  
Cascade School Supplies  
EAI Education/Eric Armin Inc.  
Kaplan Early Learning Company  
Kurtz Bros. Inc.  
Lakeshore Equipment Co./Lakeshore  
Learning Material  
NASCO Education Inc.  
Really Good Stuff, LLC  
School Specialty, Inc.  
S & S Worldwide, Inc.  
United Supply Corp.

Technology Supplies

Electronix Express  
METCO Supply Inc.  
Midwest Technology Products  
Paxton Patterson, LLC  
Pitsco Education

World Languages

Teachers Discovery Inc. dba American Eagle  
Inc.

- 3.20 Agreement between Montgomery Township Board of Education and the Township of Montgomery regarding the High School Pool – Approve the agreement between Montgomery Township Board of Education and the Township of Montgomery granting the Recreation Department access to and use of the swimming pool located at Montgomery High School for the benefit of the residents of the Township of Montgomery. The term of the agreement shall be from July 1, 2021 to June 30, 2022.

3.21 Nonpublic School Nursing Services 2021-2022 – Approve the following nonpublic instructional services agreement:

THIS AGREEMENT is made the first day of July 2021 between the Somerset County Educational Services Commission, hereinafter referred to as SCESC and the 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, 2021 until June 30, 2022.
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 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.
6. In the event of a school closure due to the current pandemic, the SCESC nurse will use the remaining hours to coordinate with the nonpublic school administration and Somerset County health department. The SCESC nurse will contact students on a weekly basis, as remaining hours permit, to check on their health and report positive cases to the Somerset County health department.

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 \$37.00. 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.

3.22 Resolution for Participation in Coordinated Transportation for the 2021-2022 School Year – Approve the following resolution:

WHEREAS, the Montgomery Township Board of Education desires to transport special education, public and vocational school students to specific destinations; and

WHEREAS, the Somerset County Educational Services Commission (SCESC), hereinafter referred to as the SCESC, offers coordinated transportation services; and

WHEREAS, the SCESC will organize and schedule routes to achieve the maximum cost effectiveness;

NOW THEREFORE, it is agreed that in consideration of pro-rated contract costs, plus an administration fee of 4.5%, as presented to the Montgomery Township Board of Education as calculated by the billing formula adopted by the SCESC. The total amount to be charged to the Montgomery Township Board of Education will be adjusted based on actual costs. Payments will be due within 30 days of receipt by the district and deemed late after 60 days with an additional 1% fee for late payments. At the discretion of the SCESC, late fee charges may be waived for extenuating circumstances.

- 1) The SCESC will provide the following services for Special Education Transportation:
  - a. routes coordinated with other districts when possible to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
  - b. monthly billing and invoices;
  - c. student lists for all routes coordinated by SCESC;
  - d. all information necessary for the accurate submission of the District Report of Transported Resident Students;
  - e. all necessary interaction and communication between the sending district, receiving school, and the respective transportation contractors;
  - f. constant/timely review and revision of routes;
  - g. transportation as soon as possible after receipt of the formal written request; and
  - h. timely submission of contracts, contract renewals or contract addenda to the county office for approval.
  
- 2) The SCESC will provide the following services for Nonpublic Transportation:
  - a. Routes coordinated with other districts when possible to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
  - b. Monthly billing of all district nonpublic students within State allocated funding;
  - c. Student lists for all routes coordinated by SCESC;
  - d. All information necessary for the accurate submission of the District Report of Transported Resident Students;
  - e. All necessary interaction and communication between the sending district, receiving school and the respective transportation contractors;
  - f. Transportation provided within five days or sooner during school year after receipt of the formal, signed, written request and B6T form;



- 8) The SCESC will contract transportation each day while school or classes attended are in session unless the Board's district is closed due to weather conditions (snow, ice, flooding, etc.). The SCESC accepts no responsibility for defaults by transportation contractors; however, the SCESC will make every effort to re-establish transportation expediently.
- 9) Other Services: The SCESC also provides coordinated regional bus maintenance services, safety training, and other related transportation services for an additional fee as a shared services program, the Board may participate at any time.
- 10) Length of Agreement: This agreement and obligations and requirements therein shall be in effect between September 1, 2021 and August 31, 2022.
- 11) Entire Agreement: This agreement constitutes the entire and only agreement between the parties and may be amended by an instrument in writing over authorized signature.
- 12) It is understood and agreed by the parties hereto that this agreement shall be without force and effect until it shall have been approved by the Executive County Superintendent of the County of Somerset.

3.23 Shared Services Agreement with Burlington Township School District - Approve a shared services agreement with Burlington Township School District as the lead agency for certain information technology services available from Pitt Bull Secure Technologies for the period July 1, 2021 through June 30, 2022 at a total cost of \$190,093.53 based on pricing through a competitive contracting process conducted by Burlington Township School District.

3.24 Renewal of Bus Routes - Approve the renewal of Bid B19-02, multi-contract FSTT19 to Montgomery HS, Montgomery Upper MS, Montgomery Lower MS, Village Elementary, and Orchard Hill Elementary School for the 2021-2022 school year to First Student, Inc. as follows:

Triple	Route #	2020-2021 Cost	Increase	2021-2022 Cost	Mileage +/-
TT1	2H	23,196.95	392.03	23,588.98	1.00
	15LM	23,196.95	392.03	23,588.98	1.00
	16R	23,196.95	392.03	23,588.98	1.00
TT10	22H	23,296.62	393.71	23,690.33	1.00
	21UM	23,296.62	393.71	23,690.33	1.00
	17V	23,296.62	393.71	23,690.33	1.00

- 3.25 Renewal of Bus Routes - Approve the renewal of Bid B21-1, multi-contract FSTT21 to Montgomery HS, Montgomery Upper MS, Montgomery Lower MS, Village Elementary, and Orchard Hill Elementary School for the 2021-2022 school year to First Student, Inc. as follows:

Triple	Route #	2020-2021 Cost	Increase	2021-2022 Cost	Mileage +/-
TT41	12H	25,200.00	425.88	25,625.88	1.00
	16UM	25,200.00	425.88	25,625.88	1.00
	14V	25,200.00	425.88	25,625.88	1.00
TT42	21H	24,900.00	420.81	25,320.81	1.00
	5UM	24,900.00	420.81	25,320.81	1.00
	4V	24,900.00	420.81	25,320.81	1.00

- 3.26 Renewal of Bus Routes - Approve the renewal of Bid B19-07, multi-contract RTT19 to Montgomery HS, Montgomery Upper MS, Montgomery Lower MS, Village Elementary, and Orchard Hill Elementary School for the 2021-2022 school year to Krapf School Bus-NJN, Inc. as follows:

Triple	Route #	2020-2021 Cost	Increase	2021-2022 Cost	Mileage +/-
TT7	11H	23,214.29	342.39	23,556.68	1.95
	17LM	23,214.29	342.39	23,556.68	1.95
	3R	23,214.29	342.39	23,556.68	1.95
TT8	14H	23,214.29	342.39	23,556.68	1.95
	13LM	23,214.29	342.39	23,556.68	1.95
	8R	23,214.29	342.39	23,556.68	1.95
TT9	15H	23,214.29	342.39	23,556.68	1.95
	7LM	23,214.29	342.39	23,556.68	1.95
	7R	23,214.29	342.39	23,556.68	1.95
TT21	18H	23,214.29	342.39	23,556.68	1.95
	7UN	23,214.29	342.39	23,556.68	1.95
	10V	23,214.29	342.39	23,556.68	1.95
TT12	26H	23,214.29	342.39	23,556.68	1.95
	5LM	23,214.29	342.39	23,556.68	1.95
	12R	23,214.29	342.39	23,556.68	1.95



- 3.27 Renewal of Bus Routes - Approve the renewal of Bid B19-02, multi-contract MTT19 to Montgomery HS, Montgomery Upper MS, Montgomery Lower MS, and Orchard Hill Elementary School for the 2021-2022 school year to May Transportation as follows:

<b>Triple</b>	<b>Route #</b>	<b>2020-2021 Cost</b>	<b>Increase</b>	<b>2021-2022 Cost</b>	<b>Mileage +/-</b>
TT11	25H	23,008.86	0.00	23,008.86	1.65
	4LM	23,008.86	0.00	23,008.86	1.65
	9R	23,008.86	0.00	23,008.86	1.65
TT24	23H	23,008.86	0.00	23,008.86	1.65
	9UM	23,008.86	0.00	23,008.86	1.65
	10R	23,008.86	0.00	23,008.86	1.65

- 3.28 Renewal of Bus Routes - Approve the renewal of Bid B21-01, multi-contract MTT21 to Montgomery HS, Montgomery Upper MS, and Village Elementary School for the 2021-2022 school year to May Transportation as follows:

<b>Triple</b>	<b>Route #</b>	<b>2020-2021 Cost</b>	<b>Increase</b>	<b>2021-2022 Cost</b>	<b>Mileage +/-</b>
TT43	24H	24,240.60	0.00	24,240.60	4.50
	13UM	24,240.60	0.00	24,240.60	4.50
	11V	24,238.80	0.00	24,238.80	4.50

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