

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
Skillman, New Jersey 08558

Meeting, Tuesday, August 26, 2025
6:00 p.m. Executive Session
7:00 p.m. Public Session

Orchard Hill Elementary School Cafeteria

BUSINESS MEETING AGENDA

2025-2026 District Goals

- Goal 1: The Student Experience - Student Achievement, Teaching, and Learning
MTSD will advance student learning and engagement by integrating UDL principles and personalized instruction, fostering authentic, real-world experiences driven by a revised Portrait of a Graduate. We will continue our work expanding community partnerships, refining core curricula through content analysis, and strategically building internal capacity for professional development.
- Goal 2: Communication, Community Engagement, and Outreach
MTSD is dedicated to enhancing district-community communication to foster stronger relationships essential for student success. Based on survey data and stakeholder feedback, we will prioritize refining communication tools while maintaining a strong connection with our township partners.
- Goal 3: Climate and Culture (Social-Emotional Learning (SEL) - Cultural Sensitivity, Health and Wellness, Resilience)
MTSD is committed to nurturing a healthy school climate and supporting student well-being through proactive programming, responsive interventions, and an inclusive curriculum. We will maintain our focus on addressing the potential risks of technology and social media, administer an annual climate survey to highlight areas of strength and growth, and intentionally recognize students who exemplify the core values we uphold.

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 9, 2025 and August 22, 2025. 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 – 7:00 p.m.

SALUTE THE FLAG

MTSD STUDENT REPRESENTATIVE REPORT

SUPERINTENDENT’S REPORT / PRESENTATIONS

COMMITTEE/REPRESENTATIVE REPORTS

Representative Reports

- 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)
- Operations, Facilities and Finance Committee (OFF)
- Policy and Communications Committee (PCC)
- Human Resource Committee (HRC)

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

- | | |
|------------------|-------------------|
| 1. July 15, 2025 | Executive Session |
| 2. July 15, 2025 | Business Meeting |

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

1. Email dated July 15, 2025 from J. Church regarding Headline News.
2. Email dated July 25, 2025 from K. Sugarman regarding the data from the 7/15 meeting.
3. Email dated July 28, 2025 from Gabika Z. regarding the Policy on Political Expression.
4. Email dated August 12, 2025 from M. Zondlo regarding the Montgomery Science/Math Curriculum.
5. Email dated August 15, 2025 from Gabika Z. regarding a Shared Response from OHES and LMS.

ACTION AGENDA ITEMS PUBLIC COMMENT

The Board of Education welcomes and encourages input from the public. Members of the public are allotted one opportunity to address the Board regarding the **Action Agenda items ONLY** for up to a maximum of three (3) minutes per speaker. All comments must be directed to the Board. Before you make your comment, please state your full name and address and enter both on the chromebook provided. Being mindful of privacy rights regarding students, board employees, and board members, and to avoid any liability on the part of the speaker, the board discourages defamatory and discourteous remarks. The public comment portions of the meeting are not structured as question-and-answer sessions but rather are offered as opportunities for the public to share their thoughts with the Board. The Board may need to refer an issue to the superintendent if the issue has not been handled through the appropriate chain of command, usually starting at the school level. Responses may 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 Reports – Accept the following reports:

- a. Harassment, Intimidation and Bullying (HIB) Report

1.2 Affirmative Action Officers 2025-2026 – It is recommended that the Board appoint the following personnel as Affirmative Action/504 Officers for the 2025-2026 school year:

- Lisa Caudill (OHES), Jessica Glover (VES), Scott Pachuta (MMS – Lower Campus), Meghan Moore (MMS – Upper Campus), Vincent Cuccaro (MHS)
- Kelly Mattis, AAO, District
- Cory Delgado, 504, District

1.3 Anti-Bullying Specialists 2025-2026 – It is recommended that the Board appoint the following personnel as Anti-Bullying Specialists for the 2025-2026 school year:

- Wendy Gelinias, Melissa Patane-Schulter and Amanda Huelbig (OHES), Lauren Fornal and Jolene Schantz (VES), Kevin Armstrong and Brian Cooper (MMS – Lower Campus), Jeanne Fedun, Allison Doyle Smith and Christine Grossman (MMS – Upper Campus), Keith Glock, Maureen Conway and Matthew Pogue (MHS)
- Cory Delgado, 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 UMS Grade 8 Class Trip Approval – Approve the Upper Middle School Grade 8 Class Trip to YMCA Camp Mason in Hardwick, New Jersey, from October 13-15, 2025, and October 15-17, 2025, at no cost to the Montgomery Township School District.

2.2 Out-of-District Placements: 2025-2026 - Approve the following Out-of-District placements for the 2025-2026 School Year:

Student ID	School	TUITION			
		Dates	ESY	RSY	Total for Year
107532	Mercer County Special Services Schools	7/7/25 -8/8/25	\$8,750.00		\$8,750.00
108467	Mercer County Special Services Schools	7/7/25 -8/8/25	\$8,750.00		\$8,750.00
104608	Mercer County Special Services Schools 1:1 Aide	7/7/25 -8/8/25	\$8,750.00 \$5,250.00		\$14,000.00
102426	The Eden School Extended Day Program <i>Revised</i>	7/1/25 – 6/30/26	\$1,540.00	\$11,880.00	\$13,420.00
110138	South Brunswick Board of Education ABA Program	7/7/25 – 6/30/26	\$2,400.00	\$45,000.00	\$47,400.00

2.3 Community Based Instruction: 2025-2026 - Approve the list of locations maintained in the Special Services Department for Community Based Instruction for the Montgomery Township School District for the 2025-2026 school year. Certificates of insurance will be provided for each location.

2.4 Consultant Approvals for Special Services: 2025-2026 - Approve the following consultants for Special Services for the 2025-2026 School Year:

CONSULTANT NAME/VENDOR	SERVICES PROVIDED	RATES OF SERVICE
QBS	<p>Safety-Care Behavioral Training Initial Trainer Certification Annual Trainer recertification</p> <p>Safety-Care Advanced Modules Advanced Skills Module – Initial Trainer Certification</p> <p>Advanced Skills Module – Annual Trainer Re-Certification</p> <p>School Age Children – Initial Trainer Certification</p> <p>School Age Children – Annual Trainer Recertification</p> <p>Safety-Care for Families Initial Trainer Certification</p> <p>Safety-Care for Families Biennial Trainer Recertification</p> <p>Safety-Care Specialist Certification Annual Specialist Certification via Trainer Connect</p> <p>Safety-Care Specialist Initial Blended Learning Course via Learner Connect</p> <p>Safety-Care Specialist Recertification Blended Learning Course via Learner Connect</p> <p><i>Not to exceed \$10,000.00</i></p>	<p>\$2,599.00/3-days \$899.00/1-day (8 hours)</p> <p>\$1,499.00/1-day (8 hours)</p> <p>\$1,099.00/1-day (8 hours)</p> <p>\$699.00/0.5 day (4 hours)</p> <p>\$599.00/0.5 day (4 hours)</p> <p>\$689.00/0.5 day (4 hours)</p> <p>\$589.00/0.5 day (4 hours)</p> <p>\$7.00 each</p> <p>\$25.00 each</p> <p>\$20.00 each</p>
United Therapy	<p>Occupational Therapy, Physical Therapy, Speech Therapy, LDTC, Psychology Therapy Social Work BCBA</p> <p>Evaluations (OT, PT, Speech, LDTC, Psychology, Social Work, BCBA)</p> <p><i>Not to exceed \$12,000.00</i></p>	<p>\$92.00 per hour</p> <p>\$82.00 per hour \$150.00 per hour</p> <p>\$400.00 - \$1,500.00 per evaluation</p>

LearnWell	Medical Bedside Instruction Up to 10 hours per student <i>Not to exceed \$10,000.00</i>	\$66.45 per hour
The Center For Developmental Psychiatry	Psychiatric Evaluations <i>Not to exceed \$10,000.00</i>	\$1,000.00 per evaluation
Summit Speech School	Itinerant Services <i>Not to exceed \$22,000.00</i>	\$22,000.00 per year
Morris-Union Jointure Commission	Physical Therapy Occupational Therapy w/OTR Speech/ Language Therapy <i>Not to exceed \$25,000.00</i>	\$310.00 per hour \$280.00 per hour \$330.00 per hour
Teacher to Teacher	Professional Development Services Funded by IDEA Grant –CEIS Basic Professional Services <i>Not to exceed \$25,000.00</i>	\$25,000.00 per year

2.5 Consultant Approvals for Curriculum and Instruction: 2025-2026 - Approve the following consultants for Curriculum and Instruction for the 2025-2026 School Year:

CONSULTANT NAME/VENDOR	SERVICES PROVIDED	RATES OF SERVICE
NJ Lifeguard, LLD	Provide American Red Cross lifeguard recertification class for Montgomery High School PE teachers.	Not to Exceed \$1,760.00
IDE Corp.	Provide UDL Leadership Coaching professional development for district administrators.	Not to Exceed \$24,800.00 <i>To be funded by IDEA CE-IS</i>
IDE Corp.	Provide UDL framework professional development to district staff.	Not to Exceed \$7,440.00 <i>To be funded by ESEA FY26 Title II</i>
Bridgeway-PESS	Provides Behavioral Health Services based on the referrals of the Guidance Department.	\$200.00 Per Referral
The Social Institute	Provide academic support to LMS/UMS.	\$15,800.00

- 2.6 Curriculum Approval: 2025-2026 - Approve the revision and alignment of district curricula with the State Board Adopted Standards for implementation during the 2025-2026 school year.

New Courses:

- [AP Seminar](#)

Major Revision

- [Literacy K](#)
- [Literacy Grade 1 \(Writing Only\)](#)
- [Literacy Grade 2 Writing \(Writing Only\)](#)
- [Literacy Grade 3](#)
- [Literacy Grade 4](#)
- [Spanish 4](#)
- [AP Literature and Composition](#)

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 June 30, 2025 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 June 30, 2025; 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 June 30, 2025 within the 2024-2025 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 List For August 2025

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 August 26, 2025 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 \$4,002,290.46 and

General Account	\$3,999,256.71
Food Service Account	\$ 3,033.75
TOTAL	\$4,002,290.46

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 – 2025-2026 – Approve the Board member and/or staff conference and travel expenses as per the travel reimbursement list dated 8/26/25.

- 3.5 Approval of Security Cameras – Approve Turn-Key Technologies, Inc. to provide additional security cameras and service at Village Elementary School in the amount not to exceed \$67,242.23 for the 2025-2026 school year.

Turn-Key Technologies, Inc. \$67,242.23
2400 Main Street Ext.
Suite 12
Sayreville, NJ 08872

- 3.6 Agreement between Montgomery Township Board of Education and the Township of Montgomery Regarding the High School Pool – Approve the agreement between the 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 residents of the Township of Montgomery. The term of the agreement shall be from August 26, 2025 to June 30, 2026.

- 3.7 Approval of Master Collaborative Educational Services Agreement - This agreement made on this 26th day of August, 2025 by and between the Educational Services Commission of New Jersey (hereinafter referred to as the "ESCNJ") with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the Board of education of Montgomery (hereinafter referred to as the" Board") with offices located at 1016 Route 601, Skillman, New Jersey, in the County of Somerset.

WHEREAS, the Board wishes to utilize the services of ESCNJ for Collaborative Educational Services; and

WHEREAS, ESCNJ is willing to provide Collaborative Educational Services to the Board; and

WHEREAS, the Board and ESCNJ believe that ESCNJ can provide comprehensive Collaborative Educational Services; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Board and ESCNJ.

NOW, THEREFORE, in consideration of mutual promises, it is agreed by and between the Board and ESCNJ as follows:

1. The ESCNJ hereby agrees to provide Collaborative Educational Services to the Board from July 1, 2025 through June 30, 2030 in accordance with state laws and regulations.
2. It is hereby understood and agreed by ESCNJ that this Agreement may be terminated by the Board upon one hundred twenty (120) days prior written notice to ESCNJ. ESCNJ may also terminate this Agreement in accordance with paragraph 14 herein.
3. ESCNJ shall assign such administrative supervision as necessary to oversee the Collaborative Educational Services. ESCNJ shall coordinate the services provided pursuant to this Agreement with the Business Administrator.

4. The Collaborative Educational Services provided by ESCNJ shall comply with the applicable provisions of Title 18A Education and New Jersey Administrative Code, Title 6A, Education.
5. ESCNJ, through its personnel or subcontractor, shall provide Collaborative Educational Services. ESCNJ shall provide the Board with periodic updates and written reports as necessary. When services, other than those listed on the Collaborative Service Rates schedule are required, the expense of these additional services will be the responsibility of the Board.
6. ESCNJ shall have sole and exclusive control over the Collaborative Educational Services to be provided with consultation with the Board.
7. All materials will be provided by ESCNJ unless otherwise agreed to prior to the provision of service.
8. ESCNJ shall provide services during regular business hours. If services for after school hours are needed, a special arrangement must be made in consultation, with and consent of the Board and ESCNJ. After school hours that are arranged with the consent of ESCNJ for completion of assignments shall be billed at a rate agreed upon when approved.
9. ESCNJ shall provide reports as necessary to the District Administration.
10. All professional personnel employed by ESCNJ who perform services pursuant to this Agreement shall complete fingerprinting and background checks and possess appropriate New Jersey Certification and must provide the Board with copies of said certificates and NJDOE approvals prior to the provision of services.
11. It is understood that the Board will not offer employment to any ESCNJ staff member employed to work in the Program for at least two (2) years after the employee ceases to work for ESCNJ or contract with any consultant employed to work in the Program for at least sixty (60) days after the consultant ceases to work for ESCNJ.
12. The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.
13. ESCNJ shall provide all necessary professional and clerical services needed to fulfill its obligation to the Board. The professional and clerical staff will be employees of the ESCNJ and are entitled to benefits per their ESCNJ contract. The professional and clerical staff will be under the supervision of the ESCNJ. The Business Administrator will act as a liaison between ESCNJ and the Board.
14. The Board agrees to make payments within thirty (30) days of being billed by the ESCNJ pursuant to this Agreement. Payments shall be made based on actual services rendered. In the event the Board shall fail to make such payments when due, ESCNJ shall have the right to terminate this Agreement upon thirty (30) days' notice to the Board and to discontinue all services. In such event, ESCNJ shall be entitled to the value of services provided up to the date of termination and thereafter shall have no further obligation to provide services under the agreement.

15. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

16. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.

17. This Agreement, including the Collaborative Service Rates schedule, constitutes the entire Agreement between the Board and ESCNJ and may not be amended or modified except by written instruments signed by the Board and ESCNJ. Collaborative Service Rates shall be recalculated annually for the term of this Agreement and posted on ESCNJ's website: www.escnj.us.

18. Any notice to the parties under this Agreement shall be sent certified mail, returned receipt requested, addressed as follows:

To the Board: Montgomery Township School District

To the ESCNJ: Educational Services Commission of New Jersey
1660 Stelton Road
Piscataway, New Jersey 08854
Attn: Business Administrator/Board Secretary

19. This Agreement shall become effective upon the adoption of a resolution by the Board and execution of this Agreement by all parties.

- 3.8 Approval of Master Special Education Tuition Agreement - This Agreement made on this 26th day of August, 2025 by and between the Educational Services Commission of New Jersey (hereinafter referred to as the "Commission"), with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the Board of Education of Montgomery Township (hereinafter referred to as the "Sending District") with offices located at 1016 Route 601, Skillman, New Jersey, in the County of Somerset.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Education Program: The Sending District agrees to purchase educational services from the Commission. The Commission agrees to provide educational services to the Sending District in accordance with the applicable regulations of the State Board of Education.

The Commission shall provide a special education class placement based on the instructional and related service model of the specific program (to be provided at time of intake) in which the student is placed. Services provided beyond that model, including employment of individual instructional assistants, as required by the students I.E.P., developed by the Sending District shall be billed in accordance with the Related Services Tuition Adjustments.

The services provided by the Commission shall be for educational handicapped resident pupils for the following regular and extended school year programs and all new special education programs, developed by the Commission after the execution of this Agreement:

Academy Learning Center Future Foundations Academy
Bright Beginnings Learning Center NuView Academy
Center for Lifelong Learning Piscataway Regional Day School

2. Term: The term of this Agreement shall be in effect from July 1, 2025 and ending June 30, 2030, unless sooner terminated as provided herein.

3. Tuition: Tuition charges for regular and extended school year pupils shall be determined in accordance with the applicable New Jersey Statutes based upon student enrollment and as finally determined by the Commission.

Charges shall be recalculated annually for the term of this Agreement by the Commission and shall be subject to the approval of the Commissioner of Education. The Commission agrees to post on the Commission's website, www.escnj.us, estimated regular and extended school year tuition rates by January 15th of each year prior to adoption of the Commission's budget.

The tuition charge for the first year of this Agreement for a full-time student is as per the attached Tuition Rate Schedule. The Commission, at its sole discretion, may accept shared-time students based on approved shared-time tuition rates.

The Sending District shall pay tuition for each pupil in ten (10) monthly installments commencing September 1ST of each school year. Payment shall be due no later than the fifteenth (15TH) day of each month. The Commission agrees to provide the Sending District with a monthly tuition bill and a monthly report of pupil enrollment and attendance.

4. Withdrawal: In the event a pupil is enrolled for less than the entire school year, the Commission agrees to adjust the final monthly tuition bill for the pupil based upon a per diem rate up to and including the day the Commission is notified in writing of the pupil's withdrawal by the Sending District as provided by law. The per diem rate will be calculated accordingly as noted on the tuition rate schedule. Tuition for the extended school year program is fixed and will not be prorated if a student withdraws from the program.

5. School Year: The Commission, in its sole discretion, shall fix the school calendar for the school year, and it is understood by the Sending District that the Commission's school year and school calendar may not coincide with the school year or school calendar of the Sending District. A copy of the Commission's school calendar shall be posted on the Commission's website on or before September 1st of the school year. The Commission reserves the right, in its sole discretion, to cancel or otherwise alter the scheduling of any classes due to inclement weather or other reasons. In the event of the cancellation or alteration of the class schedule, the Commission shall furnish to the Sending District as much advance notice as practicable under the circumstances.

6. Application Documents and Procedures: Enrollment in the Education Program is open to any classified pupil of the school district, whose I.E.P. can be implemented in the Commission's available school programs.

Applicants shall furnish all documents required by the Commission and shall comply with the Commission's application procedure in all respects. The Commission shall review the pupil's application and all other materials and may accept or reject any applicant in its sole discretion.

7. Reporting on Pupil Progress: Reporting on pupil progress will be provided by the Commission and will include, but will not be limited to, parent-teacher conferences, local district conferences, teacher evaluation and written pupil progress reports, as required by the Administrative Code.

8. Classification and Placement: The classification and placement of all pupils shall be the sole responsibility of the Sending District and shall not be the responsibility of the Commission. It is understood by the parties that the Commission will rely upon the pupil's classification and placement recommendations and all Child Study Team Reports furnished by the Sending District to the Commission as an aid in determining qualification for admission and the appropriate programs for each pupil.

9. Transportation: The Commission shall have no responsibility for the transportation of any pupil to and/or from the classes of the Commission. All pupils shall arrive at and depart from the Commission's premises at such times as may be established by the Commission in its sole discretion. However, the Commission, upon the Sending District's request, will consider the furnishing of pupil transportation upon such terms and conditions as may be mutually agreeable to the Commission and the Sending District.

10. Insurance: The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.

11. Independent Contractor: The Sending District is not an agent of the Commission. The Sending District shall have no authority to bind the Commission by any representation, warranty or agreement, unless specifically authorized in writing by the Commission. The Commission is an independent contractor under this Agreement, and no employee, officer or director of the Sending District shall have the authority to bind the Commission by any representation, warranty or agreement unless specifically authorized in writing by the Commission, and shall not be deemed or treated as employees or agents of the Commission.

12. Indemnification: The Sending District shall defend, indemnify, protect and save and keep harmless the Commission, its successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by or arising out of the Education Program, the classification or placement of each pupil including, but not limited to, claims by the New Jersey State Department of Education, pupils enrolled in the Special Education classes, or the parents or such pupils.

13. Dismissal of Individual Pupils: The Commission, in its sole discretion, may dismiss any pupil for any reason including, but not limited to, the arresting of a pupil's educational or social adjustment by any cause, a change or erroneous classification or placement of any pupil, or pupil behavior disrupting the educational program of other pupils.

14. Compliance with Governmental Laws: Each party hereto, in the performance of this Agreement, shall comply with all applicable governmental laws, rules and regulations.

15. Execution of Documents: The parties agree to execute this and any other documents that may be necessary to affect the intent and purpose of this Agreement.

16. New Jersey Law: This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.

17. No Waiver: No provision hereof may be waived except by an agreement in writing signed by the waiving party. The waiver of any term or provision shall not be construed or deemed to be an estoppel or waiver in the future of any such term or provision, but the same shall continue in full force and effect.

18. Benefit: This Agreement shall bind the parties hereto, their successors and assigns.

19. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if served personally or sent by registered or certified mail, return receipt requested, to a party at the addresses set forth below. Notice by mail shall be deemed given when deposited at a United States Post Office with postage prepaid thereon, addressed as follows:

To the Board: Montgomery Township School District

To the ESCNJ: Educational Services Commission of New Jersey
1660 Stelton Road
Piscataway, NJ 08854
Attn: Business Administrator/Board Secretary

20. Entire Agreement: This document represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

21. Amendments: No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.

22. Severability: The provisions of this Agreement shall be deemed to be severable. If any provision herein is adjudged to be invalid or unenforceable, by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed amended to conform to law, and it shall not affect the validity of any other provision herein, but such other provision shall remain in full force and effect.

3.9 Resolution Approving a Settlement Agreement

BE IT RESOLVED by the Montgomery Township Board of Education (the "Board") that the terms, stipulations and conditions as set forth in the Settlement Agreement and Release between the Board and the Parents of one student whose name is on file in the Superintendent's office, which is annexed hereto, are hereby adopted and approved by the Board. The Board President and Business Administrator/Board Secretary are hereby authorized and directed to execute the Settlement Agreement and any other documents necessary to effectuate the settlement.

- 3.10 Agreement Between Montgomery Township Board of Education and the Kensington Bus Company – Approve the agreement between the Montgomery Township Board of Education and the Kensington Bus Company to lease a 54 passenger school bus at the rate of \$5,426 per month. The term of the agreement shall be from September 1, 2025 to June 30, 2026.
- 3.11 Approval of Contract with HUDL – Renewal - Approve the agreement between the Montgomery Township Board of Education and HUDL for coaching software at the rate of \$13,000. The term of the agreement shall be from August 26, 2025 to June 30, 2026.
- 3.12 Acceptance of Donation – It is recommended that the Board of Education accept the donation of \$16,505 from the Montgomery Basketball Association to purchase and install new scoreboards at UMS.
- 3.13 Acceptance of DOE Grant for Water Fixtures
- WHEREAS, the Securing Our Children’s Future Bond Act, P.L. 2018, c. 119 (the “Bond Act”) provides \$100 million in grant funding for eligible work to remediate water contamination in school districts.
- WHEREAS, the Montgomery Township School District (the “District”) has determined to apply for grant funding from the New Jersey Department of Education (“NJDOE”) under the Bond Act for eligible work to remediate water contamination.
- NOW THEREFORE, BE IT RESOLVED, the District’s Board of Education (the “Board”) approves the submission of the grant application, the acceptance of funds granted thereunder, the availability of local funds should the total estimated cost of the proposed work exceed the District’s grant allowance and the sustainability plan for filtration or flushing solutions.
- 3.14 Resolution Approving Addendum to Montgomery Township Board of Education Bid Reference #B22-08, Building Use at the Montgomery Township School District – It is recommended that the Board of Education approve the addendum to the Montgomery Township Board of Education bid reference #B22-08, building use at the Montgomery Township School District, regarding the Princeton YMCA. The term of the agreement shall be from September 1, 2025 to June 30, 2026 with the option for a one-year extension for the period of September 1, 2026 to June 30, 2027 pursuant to N.J.S.18A:18A-42. The payment arrangement for the 2025-2026 school year will be \$8,200 per month from September 2025 through June 30, 2026.
- 3.15 Resolution Approving Notice of Power Supply Extension for PSE&G Electric Accounts – It is recommended that the Board of Education approve the Notice of Power Supply Extension for Montgomery Township School District’s PSE&G Electric Accounts through December 2025.
- 3.16 Approval of Purchase from Team Life, Inc. – It is recommended that the Board of Education approve the purchase of AED machines for District Schools in the amount of \$25,088.

- 3.17 Approval for the Purchase of Renaissance Educational Software – Approve the purchase of Renaissance Educational Software (myON, Renaissance Freckle, and Renaissance Star 360) for districtwide Math/Literacy Assessment/Intervention software and digital library from September 1, 2025 – August 31, 2026 as follows:

<u>Vendor</u>	<u>Amount</u>
Renaissance Learning Wisconsin Rapids, WI	\$115,832.30

- 3.18 Approve and Accept the ESEA, Title IA, Title IIA, Title III and Title IV Funding for the 2025-2026 school year – Approve the following ESEA Funding for the 2025-2026 school year:

Title IA	\$183,688
Title IIA	\$ 74,526
Title III	\$ 25,765
Title IV	\$ 12,659

- 3.19 Approve and Accept the IDEA Funding for the 2025-2026 school year – Approve the following IDEA Funding for the 2025-2026 school year:

IDEA Basic	\$903,329
IDEA Preschool	\$ 27,829

- 3.20 Nonpublic Nursing Funding 2025-2026 – approve funding of Nonpublic Nursing Aid in the amount of \$21,986 for the 2025-2026 school year to be allocated as follows:

IGO STEM	\$ 437
Princeton Montessori School	\$10,920
Waldorf School of Princeton	<u>\$10,629</u>
Grand Total	\$21,986

- 3.21 Nonpublic Security Funding 2025-2026 – Approve funding of Nonpublic Security Aid in the amount of \$30,955 for the 2025-2026 school year to be allocated as follows:

IGO STEM	\$ 615
Princeton Montessori School	\$15,375
Waldorf School of Princeton	<u>\$14,965</u>
Grand Total	\$30,955

- 3.22 Nonpublic Textbook Funding 2025-2026 – Approve funding of Nonpublic Textbook Aid in the amount of \$8,065 for the 2025-2026 school year to be allocated as follows:

IGO STEM	\$ 167
Princeton Montessori School	\$4,060
Waldorf School of Princeton	<u>\$3,838</u>
Grand Total	\$8,065

- 3.23 Nonpublic Technology Funding 2025-2026 – Approve funding of Nonpublic Digital Divide Aid in the amount of \$5,755 for the 2025-2026 school year to be allocated as follows:

IGO STEM	\$ 119
Princeton Montessori School	\$2,897
Waldorf School of Princeton	<u>\$2,739</u>
Grand Total	\$5,755

- 3.24 Renewal for Refuse Removal with Republic Services of NJ, LLC DBA Raritan Valley Disposal – Renew B24-01 for the 2025-2026 school year, which is in accordance with N.J.S.A 18A:18A-42.

<u>Vendor</u>	<u>Amount</u>
Republic Services of NJ, LLC.	Yearly Removal: \$76,300.80

Additional Container Prices, As Needed:

Two Cubic Yards: \$40/ pick up
Four Cubic Yards: \$60/pick up
Eight Cubic Yards: \$70/pick up
Twenty Cubic Yards: \$650/pick up
Thirty Cubic Yards: \$750/pick up

- 3.25 Approve Wolfington Body Co. - It is recommended that the Board of Education approve Wolfington Body Co for the 2025-2026 school year for miscellaneous parts for the District Transportation Department. in the amount of 70,000.00 entered into on behalf of CO-OP ESCNJ 23/24-21 as follows:

<u>Vendor</u>	<u>Amount</u>
Wolfington Body Co.	\$70,000.00
Mount Holly, NJ	

- 3.26 Approve Dogwood Lawn Service LLC - It is recommended that the Board of Education approve Dogwood Lawn Service LLC. for the removal of weeds/refresh and install mulch at (6) district playgrounds in the amount of \$16,300.00 for the 2025-2026 school year.

- 3.27 Receipt and Award of Bid 26-02 Student Transportation To and From School - Bids were received on July 31, 2025 for Student Transportation To and From School for the 2025-2026 school year for the Montgomery Township Board of Education.

- 3.28 Approve Graybar Electric Co Inc. – It is recommended that the Board of Education approve Graybar Electric Co. Inc. for the district wide firewall, licensing, malware updates, threat protection and maintenance for the 2025-2026 school year in the amount of 22,421.64. Graybar participates in Omnia Partners Contract # EV2370.

- 3.29 Award Bus Routes for the 2025-2026 School Year - Approve the award of Bid 26-02, student transportation, for the 2025-2026 school year to Taykz Tyme LLC as follows:

School	Route Number	2025-2026 Per Diem Cost	2025-2026 Annual Cost	Mileage +/-
Hunterdon Prep School	HPS	\$325.00	\$58,500.00	\$0.50
The Midland School	MID	\$410.00	\$73,800.00	\$0.50
Rock Brook School	RBS	\$390.00	\$70,200.00	\$0.50
Bridge Academy	LBA	\$365.00	\$65,700.00	\$0.50
New Hope Academy	NHA	\$450.00	\$81,000.00	\$0.50
DLC Warren	DLCW	\$375.00	\$67,500.00	\$0.50
Mercer Elementary School	MES	\$410.00	\$73,800.00	\$0.50
Mercer High School	MRHS	\$420.00	\$75,600.00	\$0.50
Newgrange School	NGS	\$340.00	\$61,200.00	\$0.50
Eden Institute	EDI	\$575.00	\$103,500.00	\$0.50
Somerset County Votech	VT1	\$385.00	\$69,300.00	\$0.50

Award Bus Routes- Approve the award of Bid 26-02, student transportation, for the 2025-2026 school year to K & D Bus Service as follows:

School	Route Number	2025-2026 Per Diem Cost	2025-2026 Annual Cost	Mileage +/-
The Center School	CSS	\$298.00	\$53,640.00	\$0.99
Nuview Academy	NUA	\$294.00	\$52,920.00	\$0.99
Princeton Development Institute	PCDI	\$265.00	\$47,700.00	\$0.99
South Brunswick High School	SBHS	\$303.00	\$54,540.00	\$0.90
Collier School	COLL	\$321.00	\$57,780.00	\$0.90

- 3.30 Approval of Samsara Inc.- It is recommended that the Board of Education approve Samsara Inc. for the amount of \$55,916.40 to cover the live video feed, cloud storage- GPS tracking for the Transportation Dept. for the 2025-2026 school year. This vendor is participating in the Sourcewell contract # 020221.

4.0 PERSONNEL

The Superintendent recommends that the Board of Education approve Personnel Resolutions which may include: Resignations/Retirements, Leaves of Absence, Appointments of Staff, Transfers Voluntary/Involuntary, Appointments Funded by ESEA Grant, Appointments of Mentor Teachers, Appointments of SOAR, Appointments of Substitutes, Appointments of Visual and Performing Arts, Tuition Reimbursement, Appointments of Co-Curricular, Appointments of Extra Curricular Activities, and Other following discussion in Executive Session.

NEW BUSINESS FROM PUBLIC

The Board of Education welcomes and encourages input from the 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 must be directed to the Board. Before you make your comment, please state your full name and address and enter both on the chromebook provided. Being mindful of privacy rights regarding students, board employees, and board members, and to avoid any potential liability on the part of the speaker, the board discourages defamatory and discourteous remarks.

The public comment portions of the meeting are not structured as question-and-answer sessions. The Board may need to refer an issue to the superintendent if the issue has not been handled through the appropriate chain of command, usually starting at the school level. Responses may be provided at the end of this session.

CLOSING DISCUSSION OF THE BOARD

ADJOURNMENT