

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

**Meeting, Tuesday, February 28, 2017
7:00 p.m. Executive Session
7:30 p.m. Public Session
Upper Middle School Media Center**

AGENDA FOR REGULAR BUSINESS MEETING

2016-2017 District Goals

- Goal 1: Growth in Achievement for All Students
- Goal 2: Cultivating a Culture that Emphasizes Student Resilience, Perseverance, Awareness, and Growth
- Goal 3: Planning for Growth While Employing Fiscal Responsibility
- Goal 4: Develop Three-to-Five Year Strategic Plan for District

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, 2017 and February 24, 2017. Notice was provided to Board of Education Members, Montgomery Township Clerk, Rocky Hill Borough Clerk, Public Library, Township Posting, School Posting, PTSA Officers, Courier News, Princeton Packet, Trenton Times, and The Star Ledger.

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

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

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

ROLL CALL

EXECUTIVE SESSION

It is recommended that the Board convene in Executive Session for the purpose of discussing items related to personnel and harassment, intimidation and bullying incidents. When the need for confidentiality no longer exists, the matters will be disclosed to the public.

RECONVENE IN OPEN SESSION – 7:30 p.m.

SALUTE THE FLAG

NEW BUSINESS FROM BOARD/PUBLIC

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

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

1. January 3, 2017 Organization Meeting
2. January 10, 2017 Executive Session Meeting
3. January 10, 2017 Workshop and Business Meeting
4. January 24, 2017 Executive Session Meeting
5. January 24, 2017 Business Meeting

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

1. Email from S. Baller dated 1/20/17 regarding Read Across America
2. Email from J. Dolan dated 2/8/17 regarding Read Across America
3. Email from M/M Gomes dated 2/10/17 regarding student issue
4. Email from D. Sciascia dated 2/22/17 regarding Strategic Planning

SUPERINTENDENT’S REPORT

PUBLIC COMMENTS

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

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. Harassment, Intimidation and Bullying (HIB) Report

c. Fire/Security Drill Report

1.2 Policy First Reading – Accept the following policy and regulation as a first reading:

2415.30 Title I – Educational Stability for Children in Foster Care

2.0 CURRICULUM & INSTRUCTION

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

2.1 Out-of-District Placements 2016-2017

Approve the following Out-of-District placements for the 2016/2017 school year.

Pupil ID	School	Dates	TUITION		
			ESY	RSY	Total for Year
102438	Mercer County Technical District	9/8/16-6/30/17	\$	\$5,000.00	\$5,000.00
000309	Sage Day School	1/26/17-6/16/17		\$28,612.00	\$28,612.00
104363	Rock Brook School 1:1 Aide	1/26/17-6/16/17		\$14,057.88	\$14,057.88
105191	Rock Brook School 1:1 Aide	1/3/17-6/16/17		\$14,695.84	\$14,695.84

2.2 Consultant Approvals – Approve the following consultants for the 2016-2017 school year:

Dr. Colleen Conway – Approve two days professional development for instrumental music faculty grades 4-12 on instrumental music pedagogy on March 2 & 3, 2017. Total Cost: \$1,700.00

Fireplace, Inc. – Approve the annual software subscription to SMORE at a cost of \$470.00. To be funded by the NCLB Title II Grant.

2.3 Textbook Approval – Approve the following textbook:

<u>Title</u>	<u>Course</u>
Science Explorer: Sound and Light	Science 6

2.4 Approval of Participation in High School Athletics -

WHEREAS, a student whose name is on file in the Superintendent's Office who is a resident of the Montgomery Township School District (hereinafter referred to as the

"District") and is placed by the student's parents, at their own expense, at a non-public school for the treatment of students with disabilities; and

WHEREAS, the student's parents have applied to the District to participate in the interscholastic athletic programs; and

WHEREAS, the Superintendent has determined from the records provided to her by the non-public school that this student is in good academic standing and is, therefore, eligible for participation in the District's interscholastic athletic programs, provided the student otherwise meets the eligibility requirements set forth by the New Jersey State Interscholastic Athletic Association (NJSIAA) and the District.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby grants its approval for this student to participate in the District's interscholastic athletic programs, provided the student otherwise meets the eligibility requirements of said program. The School Business Administrator/Board Secretary is hereby authorized to issue written approval on behalf of the Board of Education to the New Jersey State Interscholastic Athletic Association consistent with this Resolution.

2.5 FY 2017 IDEA Grant Amendment – Approve an amendment to the FY 2017 IDEA Grant due to the carry-over of funds from the FY2016 IDEA Grant. The amendment is being requested as a result of unexpended Non-Public funds of \$15,231.00 in Basic and \$5.00 in Preschool.

2.6 Trip Proposal – Approve the MHS Robotics Team's trip proposal to attend the First Robotics World Champion Competition, in St. Louis, MO, from April 25 – 30, 2017.

3.0 FINANCE

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

3.1 Financial Reports - As prepared by the School Business Administrator and Treasurer of School Moneys which are in agreement, and presented by the Superintendent, approve the following reports as of January 31, 2017:

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

3.2 Ratification of Transfers - ratify the transfer of funds among the general, special revenue and capital projects funds' line items as of January 31, 2017.

- 3.3 Receipt of Certification from Board Secretary - Pursuant to NJAC 6A:23-2.12 (c) 3, I, Annette M. Wells, certify that as of January 31, 2017 no line item account has encumbrances and expenditures, which in total exceed the line item appropriation in violation of 6A:23-2.12 (a).

Board Secretary

Date

- 3.4 Certification of Board of Education - Pursuant to NJAC 6A:23-2-12 (c) 4, we certify that as of January 31, 2017 after review of the Board Secretary's and Treasurer's monthly financial reports, in the minutes of the board each month that no major account or fund has been over expended in violation of NJAC 6A:23-2.12 (b).

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

General Operating	\$9,618,367.00
Food Services	168,251.81

- 3.6 Travel Reimbursement – 2016/2017 – approve the Board member and/or staff conference and travel expenses as per the attached list.

- 3.7 Cooperative Bidding Resolution – approve participation in the Ed-Data New Jersey Cooperative Pricing System #26EDCP for bidding supplies for the 2017-2018 school year with the Morris County Educational Services Commission as the Lead agency. It is further recommended that Educational Data Services, Inc., Saddle Brook, New Jersey be retained as coordinating agent at an annual fee of \$13,000 in accordance with 18A:18A-11. For the 2016-17 district bulk orders, the consortium has generated a district savings of \$196,256. Over the past five years, the district has generated a savings of \$1,314,003.

- 3.8 Non Public Chapter 192/193 Agreement with SCESC 2017-2018 - approve the following nonpublic instructional services agreement:

THIS AGREEMENT is made the first day of July 2017 between the Somerset County Educational Services Commission, County of Somerset, State of New Jersey, hereinafter referred to as SCESC and the Montgomery Township School District in the County of Somerset, State of New Jersey, hereinafter referred to as the Public School District.

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

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

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

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

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

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

1. The terms and conditions of this Agreement shall be in effect for one (1) year from July 1, 2017 through and including June 30, 2018.
2. All services will be provided based on available state funding and the economical allocation of staffing resources available.
3. SCESC will provide the Auxiliary Services in Compensatory Education, English as a Second Language, Supplemental Instruction, Corrective Speech and/or Home Instruction for eligible students at nonpublic schools/facilities.
 - a. COMPENSATORY EDUCATION will be provided to students who meet the established State requirements. Every eligible student will be assessed, and an Individual Student Improvement Plan (I.S.I.P.) will be developed, instruction will be based on the New Jersey Core Curriculum Content Standards/Common Core, provided per session as applicable to the student, and as long as the funding is available based on the Commission's calendar. Progress reports will be distributed twice per year. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.
 - b. ENGLISH AS A SECOND LANGUAGE will be provided to students who meet the established State requirements. Every eligible student will be tested and assessed with a state approved Language Assessment Battery, an Individual Student Improvement Plan (I.S.I.P.) will be developed, and instruction will be based on the New Jersey Core Curriculum Content Standards/Common Core, provided per session as applicable to the student, and as long as funding is available, based on the Commission's calendar. Progress reports will be distributed twice per year. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.

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

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

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

3.9 Non Public IDEIA Agreement with SCESC 2017-2018 - approve the following nonpublic instructional services agreement:

THIS AGREEMENT shall be in effect from July 1, 2017 until June 30, 2018 between the Somerset County Educational Services Commission, County of Somerset, State of New Jersey, hereinafter referred to as SCESC and the Montgomery Township School District in the County of Somerset, State of New Jersey, hereinafter referred to as the Public School District.

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

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

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

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

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

Speech (per student on active roster/per month)	\$110.00
Supplemental (per student on active roster/per month)	\$100.00

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

WHEREAS, the New Jersey Nonpublic School Technology Initiative Program has been authorized in the Appropriations Act for Fiscal Year 2017-2018; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Montgomery Township School District (District) enter into an agreement with the SCESC, whereby the SCESC will administer the Nonpublic School Technology Initiative Program for nonpublic schools located within the boundaries for the 2017-2018 school year and are awarded funding and as authorized by the District, and

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

BE IT FURTHER RESOLVED that the District pay the State-approved administrative percentage (5% in 2014-2017) of the allocation for the Nonpublic School Technology Initiative Program to cover the SCESC's cost for administering the program. The SCESC will invoice the District for technology items as expended in accordance with the Guidelines for Administering the New Jersey Nonpublic School Technology Initiative Program and State-approved administrative percentage of the total amount spent as reimbursement for administrative expenses associated with the Nonpublic School Technology Initiative Program. No other funding is due the Commission in order to operate this program.

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

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

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

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

THEREFORE, BE IT RESOLVED that the Montgomery Township School District enters into an agreement with the SCESC whereby the SCESC will administer a nonpublic textbook program for those eligible students attending nonpublic schools located within the county for the 2017-2018 school year, in accordance with 18A:58-37-1 et seq, and as authorized by the District. The SCESC will coordinate the Annual Consultation Meeting between the District and its nonpublic schools, according to the provisions set forth by the State of New Jersey Department of Education.

BE IT FURTHER RESOLVED that the Montgomery Township School District agrees to pay the total amount allocated by the State for the New Jersey Nonpublic School Textbook Program and a 6% administrative fee not to be paid through State program funds to the SCESC by August 31, 2017 or 30 days after State funding is announced, whichever is first. The 6% administrative fee will be waived if all other nonpublic program services for the District are provided by the SCESC. Any unexpended funds will be refunded to the local district.

3.12 Nonpublic School Nursing Services 2017-2018 – approve the following nonpublic instructional services agreement:

THIS AGREEMENT is made the first day of July 2017 between the Somerset County Educational Services Commission, hereinafter referred to as SCESC and the Board of Education of Montgomery Township School District, County of Somerset and State of New Jersey, hereinafter referred to as the Public School District.

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The terms of this Agreement shall be in effect from July 1, 2017 until June 30, 2018.
2. The SCESC will provide services for pupils in grades K-12 who are enrolled full time in the nonpublic school within the limitation of State funds and according to State guidelines.
 - a. Nursing services for pupils in grades K-12 who are enrolled full time in the nonpublic school. The services shall include:
 1. Assistance with medical examinations including dental screening;
 2. Screening of hearing;
 3. Maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized;
 4. Scoliosis examinations of students between the ages of 10 and 18;
 5. The extension of emergency care provided to public school students to full time nonpublic school students who are injured or become ill at school or during participation on a school team or squad pursuant to NJAC 6A:16-1.4 and 2.1(a)4. These health services include:

- a. The emergency administration of epinephrine via epipen pursuant to N.J.S.A. 18A:40 12.5;
- b. The care of any student who becomes injured or ill while at school or during participation in school-sponsored functions;
- c. The transportation and supervision of any student determined to be in need of immediate care; and
- d. The notification to parents of any student determined to be in need of immediate medical care.

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

3. The SCESC shall purchase nursing supplies for nonpublic schools, if requested, with remaining funds after required nursing services are provided as per the provisions set forth by the State of New Jersey Department of Education and with authorization by the Public School District.
4. The SCESC shall contact the nonpublic schools within the district and determine the services they will require within the parameters of the law and limitation of funds.
5. The SCESC will coordinate the Annual Consultation Meeting between the Public School District and its nonpublic schools, according to the provisions set forth by the State of New Jersey Department of Education.
6. The Public School District agrees to pay to the SCESC a sum equal to the full funding that is allocated by the State Department of Education for nursing services to nonpublic schools within its district pursuant to the provisions of Chapter 226 Laws of 1991. Payment shall be made monthly during the school year and forwarded to the SCESC within sixty (60) days after district's receipt of the SCESC's monthly invoice of services provided and supplies purchased. Nursing services (per 60 minute session) is \$32.00. The SCESC, as per New Jersey Department of Education guidelines effective October 7, 2003, will retain 6% of the payment as reimbursement for programming, supervision and administrative expenses associated with the Nonpublic School Nursing Services Program implementation. In the event a Public School District fails to remit funds to the SCESC, the SCESC shall have the right to give notice of discontinued services.

3.13 Nonpublic Security Aid Program 2017-2018 – approve the following nonpublic services agreement:

WHEREAS, the Nonpublic Security Aid Program has been authorized in the Appropriations Act for Fiscal Year 2017-2018; and

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

WHEREAS, said program requires the Board of Education in each public school district in New Jersey to provide security services, equipment, and technology to the nonpublic schools located in the public school district; and

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

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

WHEREAS, it shall be the responsibility of each public school district to provide the agreed upon security which may include security services, equipment and technology; and

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

NOW, THEREFORE, BE IT RESOLVED that the Montgomery Township School District (District) enters into an agreement with the SCESC, whereby the SCESC will administer the Nonpublic Security Aid Program for nonpublic schools located within the boundaries for the 2017-2018 school year and are awarded funding and as authorized by the District, and

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

BE IT FURTHER RESOLVED that the SCESC will invoice the District for security items as expended in accordance with the Guidelines for Administering the Nonpublic Security Aid Program. No other funding is due the Commission in order to operate this program.

3.14 Resolution for Participation in Coordinated Transportation Services – approve the following resolution:

WHEREAS, Montgomery Township School District desires to transport special education, non-public, public and vocational school students to specific destinations; and

WHEREAS, the Somerset County Educational Services Commission (“SCESC”) offers coordinated transportation services; and

WHEREAS, the SCESC will organize, provide 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%, as presented to the Montgomery Township School District as calculated by the billing formula adopted by the SCESC. The total amount to be charged to district 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:
 - a. Routes coordinated with other districts to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
 - b. Monthly billing and invoices;
 - c. Computer print-outs of 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;
 - h. Timely submission of contracts, contract renewals or contract addenda to the county office for approval.

2. It is further agreed that the Montgomery Township School District will provide the SCESC with the following:
 - a. Copies of district policies as they relate to ride time or other specific transportation parameters;
 - b. Request for transportation on forms to be provided by the SCESC, completed in full and signed by authorized district personnel;

- c. Forms will contain all necessary and relevant information, medical or otherwise, regarding individual student's condition and transportation needs;
 - d. Withdrawal from any transportation in writing, signed by authorized district personnel; and
 - e. Strict adherence to the established payment schedule.
3. Additional Cost: All additional costs generated by unique requests, including but not limited to, mid-day runs or early dismissals, will be borne by the district making such request.
 4. It is understood that any change in the number of students being transported on each route, or changes in mileage during the course of the year will necessitate a reapportionment and adjustment of costs.
 5. The SCESC accepts no responsibility for assuring a pupil's use of arranged transportation or attendance on an established route. Once assigned to a route, the monthly billings for the pupil's reserved seat will continue until the SCESC is otherwise notified, in writing, to delete the pupil from the assigned route.
 6. 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 expeditiously.
 7. 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 Montgomery Township School District may participate at any time.
 8. Length of Agreement: This agreement and obligations and requirements therein shall be in effect between September 1, 2017 and August 31, 2018.
 9. 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.
 10. 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 and any additional County Superintendent, where applicable.
- 3.15 Receipt and Award of Bid – Band Room at Village Elementary School (Bid #CP18-01/PSA-6423VES) – Bids were received on February 22, 2017 for the band room at the Village Elementary School as follows:

<u>Vendor</u>	<u>Base Bid</u>
Paley Construction Co. Piscataway, NJ	\$828,624.00
V & K Construction, Inc. Edison, NJ	\$933,000.00
Hahr Construction North Plainfield, NJ	\$934,000.00
De Sapio Construction, Inc. Frenchtown, NJ	\$986,000.00

It is recommended that the Board of Education award Bid #CP18-01 (PSA-6423VES) for the band room at the Village Elementary School as follows:

<u>Vendor</u>	<u>Base Bid</u>
Paley Construction Co. Piscataway, NJ	\$828,624.00

- 3.16 Receipt and Award of Bid – District-Wide Track Improvements at Montgomery High School and Upper Montgomery Middle School (Bid #CP18-02/PSA-6423HS/6423UMS) – Bids were received on February 22, 2017 for district-wide track improvements at Montgomery High School and Upper Montgomery Middle School as follows:

<u>Vendor</u>	American Athletic Courts, Inc. Vincentown, NJ	ATT Sports, Inc. Berlin, NJ
<u>Base Bid</u>	\$614,500.00	\$750,453.00
<u>Altenate #1</u>	\$64,500.00	\$70,400.00
<u>Altenate #2</u>	\$39,500.00	\$20/sy
<u>Altenate #3</u>	\$1,600.00	\$1,750.00

It is recommended that the Board of Education award Bid #CP18-02 (PSA-6423HS/6423UMS) for district-wide track improvements at Montgomery High School and Upper Montgomery Middle School as follows:

<u>Vendor</u>	<u>Base Bid</u>
American Athletic Courts, Inc. Vincentown, NJ	\$720,100.00

3.17 Receipt and Award of Bid – Window Replacement at Orchard Hill Elementary School (Bid #CP18-04/PSA-6423OH2) – Bids were received on February 22, 2017 for window replacement at Orchard Hill Elementary School as follows:

<u>Vendor</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Total</u>
D & E Window and Door, LLC Stirling, NJ	\$1,041,500.00	\$105,500.00	\$1,147,000.00
Fucson Enterprises, Inc. Westfield, NJ	\$1,140,000.00	\$85,550.00	\$1,225,900.00
Panoramic Window & Door Systems, Inc. Stockton, NJ	\$1,128,000.00	\$104,000.00	\$1,232,000.00
R. D. Architectural Products, Inc. Fair Lawn, NJ	\$1,178,000.00	\$90,000.00	\$1,268,000.00
SLS Construction Elmwood Park, NJ	\$1,267,267.00	\$93,944.00	\$1,361,211.00

It is recommended that the Board of Education award Bid #CP18-04 (PSA-6423OH2) for window replacement at Orchard Hill Elementary School as follows:

<u>Vendor</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Total</u>
D & E Window and Door, LLC Stirling, NJ	\$1,041,500.00	\$105,500.00	\$1,147,000.00

3.18 Receipt and Award of Bid – Partial Roof Replacement at Upper Montgomery Middle School and Village Elementary School (Bid #CP18-05/PSA-6423UMS/6423VES) – Bids were received on February 23, 2017 for partial roof replacement at Upper Montgomery Middle School and Village Elementary School as follows:

<u>Vendor</u>	<u>Base Bid</u>
Billy Contracting & Restoration, Inc. Pine Brook, NJ	\$1,397,700.00
VMG Group Roselle, NJ	\$1,458,000.00
Strober-Wright Roofing Inc. Lambertville, NJ	\$1,475,834.00
Integrity Roofing, Inc. Rahway, NJ	\$1,542,340.00
Northeast Roof Maintenance, Inc. Perth Amboy, NJ	\$1,565,000.00
Arch Concept Construction Haledon, NJ	\$1,586,711.00

More Consulting Corp. Clifton, NJ	\$1,638,711.00
MAK Group LLC Clifton, NJ	\$1,661,000.00
USA General Contractors Corp. Elizabeth, NJ	\$1,666,000.00
D.A. Nolt Inc. Berlin, NJ	\$1,796,971.00
Roof Management Inc. Wall, NJ	\$1,990,000.00

It is recommended that the Board of Education award Bid #CP18-05 (PSA-6423UMS/6423VES) for partial roof replacement at Upper Montgomery Middle School and Village Elementary School as follows:

<u>Vendor</u>	
Billy Contracting & Restoration, Inc. Pine Brook, NJ	\$1,397,700.00

3.19 Receipt and Award of Bid – Partial Roof Replacement at Orchard Hill Elementary School (Bid #CP18-06/PSA-6423OH1) – Bids were received on February 23, 2017 for partial roof replacement at Orchard Hill Elementary School as follows:

<u>Vendor</u>	<u>Base Bid</u>
Integrity Roofing, Inc. Rahway, NJ	\$741,340.00
VMG Group Roselle, NJ	\$744,000.00
Billy Contracting & Restoration, Inc. Pine Brook, NJ	\$747,300.00
Strober-Wright Roofing Inc. Lambertville, NJ	\$758,085.00
Arch Concept Construction Haledon, NJ	\$778,133.00
Roof Management Inc. Wall, NJ	\$832,000.00

USA General Contractors Corp. Elizabeth, NJ	\$856,000.00
MAK Group LLC Clifton, NJ	\$885,000.00
MTB, LLC Neptune City, NJ	\$913,590.00
D.A. Nolt Inc. Berlin, NJ	\$953,107.00
Paneko Construction Inc. Bowie, MD	\$980,977.00
Northeast Roof Maintenance, Inc. Perth Amboy, NJ	\$1,178,000.00

It is recommended that the Board of Education award Bid #CP18-06 (PSA-6423OH1) for partial roof replacement at Orchard Hill Elementary School as follows:

<u>Vendor</u>	
Integrity Roofing, Inc. Rahway, NJ	\$741,340.00

- 3.20 Receipt and Award of Request for Proposal – Information Technology Management Services (RFP17-01) – Proposals were received on February 15, 2017 for information technology management services as follows:

<u>Vendor</u>	<u>Base Bid</u>
Pitt Bull Secure Technologies Summerhill, PA	\$53,000.00

It is recommended that the Board of Education award RFP17-01 for information technology management services as follows:

<u>Vendor</u>	
Pitt Bull Secure Technologies Summerhill, PA	\$53,000.00

- 3.21 Approve the use of Non-Public School Technology Funds – approve the following resolution:

WHEREAS, the Board of Education received nonpublic technology aid in the amount of \$5,044 and nonpublic security aid in the amount of \$10,050 from the State of New Jersey in 2016; and

WHEREAS, the State of New Jersey directed the Montgomery Township Board of Education to pass the nonpublic funds directly to the nonpublic schools residing in the district in the 2016/2017 school year; and

WHEREAS, Princeton Montessori School personnel and Waldorf School of Princeton personnel along with the Somerset County Educational Services Commission consultant reviewed the proposed technology and security expenditures with the Director of Pupil Services from Montgomery Township Board of Education; and

WHEREAS, the State of New Jersey requires that the local Board of Education authorize the specific nonpublic expenditures for each of these grant awards;

NOW, THEREFORE, BE IT RESOLVED that the Montgomery Township Board of Education authorize the following nonpublic expenditures:

Nonpublic Technology

<u>Nonpublic School</u>	<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>
Princeton Montessori School	Apple	\$1,558.00	MacBook Air, MacBook Pro, iPod Touch, Apple TV, Apple USB Super Drive
Waldorf School of Princeton	EAI Education	\$1,770.05	Graphing calculators
	Dell	\$429.00	Projector

Nonpublic Security

<u>Nonpublic School</u>	<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>
Princeton Montessori School	Fidelity Burglar & Fire Alarm	\$2,095.00	Purchase and installation of night dome camera
Waldorf School of Princeton	Hogan Security Group	\$6,050.00	Purchase and installation of electric door system

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