

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

**Meeting, Tuesday, February 26, 2019**

**6:30 p.m. Executive Session**

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

**Upper Middle School Media Center**

**WORKSHOP AND BUSINESS MEETING AGENDA**

2018-2019 District Goals

- Goal 1: Maximize the social-emotional and academic growth of every student
- Goal 2: Ensure a learning environment that promotes excellence
- Goal 3: Strengthen stakeholder relationships to support and enhance student learning
- Goal 4: Optimize operational and financial resources to enhance student experience

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 4, 2019, and February 22, 2019. 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, harassment, intimidation and bullying reports, special education settlement agreements, and negotiations with the Montgomery Township Education Association. 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

### SUPERINTENDENT'S REPORT/PRESENTATIONS

- Strategic Plan Goal 1 Update
- Curriculum Budget Presentation

### NEW BUSINESS FROM BOARD/PUBLIC

Members of the public are allotted one opportunity to bring any new/old business to the Board for up to a maximum of five (5) minutes per speaker. 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.

### 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)
- Board of Education Executive Counsel (BEC)
- Human Resource Committee (HRC)
- Operations, Facilities and Finance Committee (OFF)
- Policy and Communications Committee (PCC)
- Pupil Services and SEL Committee (PSELC)

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

1. January 3, 2019            Organization Meeting
2. January 15, 2019        Executive Session Meeting
3. January 15, 2019        Workshop and Business Meeting
4. January 29, 2019        Executive Session Meeting
5. January 29, 2019        Business Meeting

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

1. Email dated 2/7/19 from B. Borowski regarding Dr. Rubinstein's presentation
2. Email dated 2/7/19 from C. Lin regarding information on upcoming public meeting
3. Email dated 2/7/19 from M. Reid-Schweiger regarding MHS parking fee
4. Email dated 2/8/19 from R. Cavalli regarding response to BOE VP email

5. Email dated 2/18/19 from S. Patel regarding letter from MHS students
6. Email dated 2/20/19 from S. Gupta regarding child not wanting to attend school
7. Email dated 2/21/19 from C. Callan regarding MHS parking fee

### PUBLIC COMMENTS

Members of the public are allotted one opportunity to address the Board regarding the **Action Agenda** for up to a maximum of five (5) 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 Reports – Accept the following reports:

- a. Student Control Report
- b. Fire/Security Drill Report

1.2 Memorandum of Agreement – Approve the Memorandum of Agreement between the Montgomery Township School District and Law Enforcement for the 2018-2019 school year.

1.3 Policy First Reading - Accept the following policies and regulations as a first reading:

2422	Health and Physical Education
2610	Educational Program Evaluation
4219	Commercial Driver’s License Controlled Substance and Alcohol Use Testing
5111	Eligibility of Resident/Nonresident Students
5111R	Eligibility of Resident/Nonresident Students
5330.04	Administering an Opioid Antidote
5330.04R	Administering an Opioid Antidote
7440	School District Security
7440R	School District Security
8561	Procurement Procedures for School Nutrition Programs

#### **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 2018-2019

Approve the following Out-of-District placements for the 2018-2019 School Year.

Pupil ID	School	Dates	TUITION		
			ESY	RSY	Total for Year
104777	Franklin Township Schools Alternative Program	2/1/19-6/28/19		\$24,349.88	\$24,349.88

2.2 Consultant Approvals 2018-2019 - Approve the following consultants for the 2018-2019 school year:

CONSULTANT NAME/VENDOR	SERVICES PROVIDED	RATES OF SERVICE
Anne Fennell	Provide One (1) Day of On-Site Collaborative Professional Development on March 13, 2019 attended by West Windsor-Plainsboro Regional and Hopewell Valley for the K-12 Music Faculty Focusing on the Whole Musician	Total Cost: \$2,700 Total Cost to Montgomery: \$900 <i>Funded by ESEA Title II Grant</i>
Colleen Seers	Provide Five (5) Days of On-Site Professional Development for Music Faculty Between March 1, 2019 – May 23, 2019	Total Cost: \$1,500 <i>Funded by ESEA Title II Grant</i>
Nicholas McBride	Provide One (1) Day of On-Site Professional Development for Music Teachers, Grades 5-8, on Instructional Strategies in March 2019	Total Cost: \$300 <i>Funded by ESEA Title II Grant</i>

2.3 Chapters 192/193 Funding 2018-2019 – Approve additional funding under the provisions of Chapters 192/193, Nonpublic Auxiliary and Handicapped Services, in the amount of \$396.00 for the 2018-2019 school year to be allocated as follows:

	Additional Funding	Year to Date
Chapter 192 Compensatory Education	\$0.00	\$2,538.00
Chapter 192 E.S.L.	\$0.00	<u>\$0.00</u>
Chapter 192 Total		\$2,538.00
Chapter 193 Exam and Classification	\$0.00	\$9,649.00
Chapter 193 Corrective Speech	\$0.00	\$7,142.00
Chapter 193 Supplementary Instruction	<u>\$396.00</u>	<u>\$7,295.00</u>
Chapter 193 Total	\$2,141.00	\$24,086.00
<b>Grand Total</b>		<b>\$26,624.00</b>

### 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 preliminary reports as of January 31, 2019:

- 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, 2019.

3.3 Receipt of Certification from Board Secretary - Pursuant to NJAC 6A:23-2.12 (c) 3, I, Mark Kramer, certify that as of January 31, 2019 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, 2019 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	\$5,121,545.14
Food Service	\$173,677.19

3.6 Travel Reimbursement –2018/2019 – 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 2019-2020 school year. It is further recommended that Educational Data Services, Inc., Saddle Brook, New Jersey be retained as coordinating agent at an annual fee of \$13,440 in accordance with 18A:18A-11. For the 2018-19 district bulk orders, the consortium has generated a district savings of \$229,500.

3.8 Approve the Following Revised Resolution Regarding Nonpublic Aid:

WHEREAS, the Montgomery Township Board of Education received nonpublic security aid in the amount of \$14,700.00 and nonpublic technology aid in the amount of \$6804.00 from the State of New Jersey in FY 2019; and

WHEREAS, the State of New Jersey directed the Montgomery Township Board of Education having nonpublic schools within its boundaries, the responsibility for providing security services, equipment, or technology to help ensure a safe and secure environment and the responsibility for providing nonpublic students technology within the limits of the funds provided by this program in the FY 2019 school year; and

WHEREAS, Princeton Montessori and the Waldorf School representatives along with the SCESC consultant reviewed the proposed security and technology expenditures with the Director of Student Services; 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 due to items no longer being available, the Montgomery Township Board of Education authorizes the following nonpublic expenditures:

**Nonpublic Security**

<b>Princeton Montessori</b>	<b>Total</b>
ADT	6900.00
<b>Total</b>	<b>6900.00</b>
<b>FUNDING ALLOCATION</b>	<b>\$6900.00</b>
<b>Waldorf</b>	
Hogan Security- locks/exit devices and installation	6927.45
<b>Total</b>	<b>6927.45</b>
<b>FUNDING ALLOCATION</b>	<b>\$7800.00</b>

**Nonpublic Technology**

<b>Princeton Montessori</b>	<b>Total</b>
1- iPad pro	\$779.00
1-iMac	1049.00
1- Epson projector	699.99
1- smart tv	429.99
<b>Total</b>	<b>\$2927.98</b>
<b>FUNDING ALLOCATION</b>	<b>\$3168.00</b>
<b>Waldorf School</b>	
1- Computer charging cart	439.47
1- Cyber Civics 1yer subscription	149.00
2 - iPad-128gb Wi-Fi	798.00
1- Google Educator training level one	185.00
21- SureLock Android Subscriptions	419.79
6- Logitech Keyboard	227.58
6- Samsung Galaxy Tabs	998.15
<b>Total</b>	<b>\$3216.99</b>
<b>FUNDING ALLOCATION</b>	<b>\$3636.00</b>

3.9 Resolution Appointing a District Qualified Purchasing Agent:

WHEREAS, 18A:18A-2 provides that a Board of Education shall assign the authority, responsibility and accountability for the purchasing activity of the Board of Education to a person or persons who shall have the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter; and

WHEREAS, 18A:18A-3 provides that contracts, awarded by the purchasing agent (who is a Qualified Purchasing Agent) that do not exceed in the aggregate in a contract year the bid threshold (\$40,000) may be awarded by the purchasing agent without advertising for bids when so authorized by Board resolution; and

WHEREAS, 18A:18A-37,c. provides that all contracts that are in the aggregate less than 15% of the bid threshold (\$6,000) may be awarded by the purchasing agent without soliciting competitive quotations if so authorized by Board resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery Township Board of Education pursuant to the statutes cited above hereby appoints Mark Kramer (who is a Qualified Purchasing Agent) as its duly authorized qualified purchasing agent and is duly assigned the authority, responsibility and accountability for the purchasing activity of the Montgomery Township Board of Education; and

BE IT FURTHER RESOLVED, that Mark Kramer is hereby authorized to award contracts on behalf of the Montgomery Township Board of Education that are in the aggregate less than 15% of the bid threshold (\$6,000) without soliciting competitive quotations; and

BE IT FURTHER RESOLVED, that Mark Kramer is hereby authorized to seek competitive quotations when applicable and practicable and award contracts on behalf of the Montgomery Township Board of Education when contracts in the aggregate exceed 15% of the bid threshold (currently \$6,000) but are less than the bid threshold of \$40,000.

3.10 Settlement Agreement– Approve the following resolution pertaining to a special education settlement agreement:

BE IT RESOLVED by the Montgomery Board of Education (hereinafter referred to as the “Board”) that the terms, stipulations and conditions as established in the Settlement Agreement and Release between the Board and the Parents of a student whose name is on file in the Superintendent’s office, and which Agreement is located in the student’s file, 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 Release and any other documents necessary to effectuate the settlement.

3.11 Settlement Agreement– Approve the following resolution pertaining to a special education settlement agreement:

BE IT RESOLVED by the Montgomery Board of Education (hereinafter referred to as the “Board”) that the terms, stipulations and conditions as established in the Settlement Agreement and Release between the Board and the Parents of a student whose name is on file in the Superintendent’s office, and which Agreement is located in the student’s file, 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 Release and any other documents necessary to effectuate the settlement.

3.12 Non Public Chapter 192/193 Agreement with SCESC 2019-2020 - approve the following nonpublic instructional services agreement:

THIS AGREEMENT is made the first day of July 2019 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, 2019 through and including June 30, 2020.
2. All services will be provided based on available state funding and the economical allocation of staffing resources available.



3. SCESC will provide the Auxiliary Services in Compensatory Education, English as a Second Language, Supplemental Instruction, Corrective Speech and/or Home Instruction for eligible students at nonpublic schools/facilities.
  - a. COMPENSATORY EDUCATION will be provided to students who meet the established State requirements. Every eligible student will be assessed, and an Individual Student Improvement Plan (I.S.I.P.) will be developed, instruction will be based on the New Jersey Core Curriculum Content Standards/Common Core, provided per session as applicable to the student, and as long as the funding is available based on the Commission's calendar. Progress reports will be distributed twice per year. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.
  - b. ENGLISH AS A SECOND LANGUAGE will be provided to students who meet the established State requirements. Every eligible student will be tested and assessed with a state approved Language Assessment Battery, an Individual Student Improvement Plan (I.S.I.P.) will be developed, and instruction will be based on the New Jersey Core Curriculum Content Standards/Common Core, provided per session as applicable to the student, and as long as funding is available, based on the Commission's calendar. Progress reports will be distributed twice per year. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.
  - c. SUPPLEMENTAL INSTRUCTION will be provided to students examined and classified by a Child Study Team under N.J.A.C. 6A:14-4.5. Every eligible student will receive instruction based on the Individual Student Plan (I.S.P.), provided per session as applicable to the student, and as long as the funding is available, based on the Commission's calendar. Progress reports will be distributed as per State guidelines during the year. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week based on the Commission's nonpublic services calendar.
  - d. CORECTIVE SPEECH will be provided to students who meet established requirements under N.J.A.C. 6A:14-3.6. Every eligible student will receive instruction based on the Individual Student Plan (I.S.P.) provided per session as applicable to the student, and as long as funding is available, based on the Commission's calendar. Student instructional services shall be scheduled for a minimum of thirty (30) minutes per week, based on the Commission's nonpublic services calendar.
  - e. HOME INSTRUCTION will be given in lieu of regular classroom instruction to an eligible student who is enrolled full time in a nonpublic school and is unable to attend school for 10 consecutive school days or 15 cumulative school days or more during the school year due to temporary or chronic health condition or need for treatment which precludes participation in their usual educational setting. The

teacher providing the instruction will be appropriately certified for the subject and grade level in which instruction is given pursuant to N.J.A.C. 6A:16-10.1(b).

4. SCESC will provide the auxiliary services in examination and classification to nonpublic school students who are identified by a nonpublic school as having potential learning problems. Examinations and/or classifications will be conducted in accordance with N.J.A.C. 6A:14-3.3(c) by appropriate certified personnel.
5. Nothing contained herein shall prevent a Public School District from electing to provide all of the above services for any individual nonpublic school student within its District boundaries.
6. All nonpublic transportation funding will be allocated according to State guidelines.
7. For the Auxiliary services of Compensatory Education, English as a Second Language, Supplemental Instruction and Corrective Speech services described in this Agreement, the Public School District agrees to pay to SCESC a sum equal to 10% of the funding that is allocated for the contract year by the State Department of Education for Auxiliary Services to Nonpublic Schools pursuant to the provisions of the Laws of 1977, Chapter 192 and 193, based on the active roster of students, which will be considered the official enrollment, and provided to the Public School District through monthly invoices of services rendered.
8. For the Auxiliary services of Examination and Classification, and Home Instruction described in this Agreement, the Public School District agrees to pay to SCESC a sum equal to 100% of the funding that is allocated for the contract year per pupil by the State Department of Education for Auxiliary Services to Nonpublic Schools pursuant to the provisions of the Laws of 1977, Chapter 192 and 193 when services are rendered. The SCESC will submit monthly billing of services rendered.
9. The SCESC, as per New Jersey Department of Education guidelines effective October 7, 2003, will retain 6% of the total monthly invoice as reimbursement for programming, supervision and administrative expenses associated with the Chapter 192/193 program implementation. The SCESC shall be required to provide service only to the extent of the amount of state aid received.
10. It is the responsibility of the nonpublic school to notify the SCESC in writing when a student has exited and is no longer on the active roster within 10 (ten) business days.
11. The Public School District agrees to pay SCESC within sixty (60) days following receipt of invoices for such services.
12. The Project Completion Report for Chapter 192/193 services shall be prepared by SCESC and submitted to the Public School District by July 30.

13. In the event a Public School District fails to remit funds to the SCESC within the time schedule set forth above, SCESC shall have the right to discontinue services without further notice.
14. The SCESC shall act as agent for the Public School District in the distribution, collection, processing and preparation of the Request for Additional Funding Under the Provisions of Chapter 192/193 required by the State Department of Education for the implementation of said services pursuant to the laws of 1977, Chapters 192/193. The SCESC Business Administrator may act as the local district's agent by filing for Additional Funding Under Provisions of Chapters 192/193. The Public School District will provide the SCESC access to the NJ DOE Homeroom for submission of the requests.
15. Due to the wide variation in district school calendars, the SCESC will develop and adhere to their master calendar for teacher scheduling.
16. The SCESC will coordinate the Annual Consultation meeting between the Public School District and its nonpublic schools according to the provisions set forth by the State of New Jersey Department of Education.
17. During the performance of this contract, SCESC and the Public School District agree to the following affirmative action:
  - a. The SCESC and the Public School District, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The SCESC and the Public School District will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SCESC and the Public School District agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

3.13 Non Public IDEIA Agreement with SCESC 2019-2020 - approve the following nonpublic instructional services agreement:

THIS AGREEMENT shall be in effect from July 1, 2019 until June 30, 2020 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

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

WHEREAS, the New Jersey Nonpublic School Technology Initiative Program has been authorized in the Appropriations Act for Fiscal Year 2019-2020; 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 2019-2020 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 2018-2019) of the allocation for the Nonpublic School Technology Initiative Program to cover the SCESC's cost for administering the program. The SCESC will invoice the District for technology items as expended in accordance with the Guidelines for Administering the New Jersey Nonpublic School Technology Initiative Program and State-approved administrative percentage of the total amount spent as reimbursement for administrative expenses associated with the Nonpublic School Technology Initiative Program. No other funding is due the Commission in order to operate this program.

3.15 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 2019-2020 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, 2019 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.

3.16 Nonpublic Security Aid Program 2019-2020 – approve the following nonpublic services agreement:

WHEREAS, the Nonpublic Security Aid Program has been authorized in the Appropriations Act for Fiscal Year 2019-2020; 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 2019-2020 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.

3.17 Resolution for Participation in Coordinated Transportation for the 2019-2020 School Year – approve the following resolution:

WHEREAS, the Montgomery Township Board of Education desires to transport special education, non-public, 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%, 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:
  - 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. 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 review and revision of routes;
  - g. provide 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) It is further agreed that the Montgomery Township Board of Education will provide the SCESC with the following:
  - a. copies of district policies as they relate to ride time or other specific transportation parameters;
  - b. requests 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 Board may participate at any time.
- 8) Length of Agreement – this agreement and obligations and requirements therein shall be in effect between September 1, 2019 and August 31, 2020.



- 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.

3.18 **WHEREAS**, on August 14, 2018 the Montgomery Township Board of Education awarded Direct Flooring entered into on behalf of the Hunterdon County Educational Services Commission Cooperative Purchasing Program #34HUNCCP, Commercial Floor Covering & Related Services #186 for replacement of the epoxy floors at Montgomery High School in the total contract lump sum of \$449,886.50; and

**WHEREAS**, changes are recommended in the athletic trainer’s area due to the following reasons:

- Rubber flooring has very good durability and can hold up in many situations, such as heat, humidity, and wet conditions, making it a great option for facilities such as gyms, team rooms and pool areas;
- Rubber is also more slip-resistant, which makes it a more safety-oriented option in facilities like schools;
- The life cycle of a rubber floor is typically about 30 years, which also adds long-term value and reduces overall maintenance costs;
- Rubberized surfaces are easier to clean and sanitize;
- Rubber also tends to have lower VOC emissions than other flooring types, improving indoor air quality and giving it an advantage especially in schools and institutions.

**NOW, THEREFORE BE IT RESOLVED**, that the Montgomery Board of Education approves the following work order to Direct Flooring in the amount of \$18,700.00.

3.19 Receipt and Award of Quote – Gas Convection Steamer for Orchard Hill Elementary School (Quote Q19-25) – Quotes were received for a gas convection steamer for the Orchard Hill Elementary School as follows:

<u>Vendor</u>	<u>Base Bid</u>
Singer Equipment Company Elverson, PA	\$22,089.10
Todd Devin Food Equipment, Inc. Yardley, PA	\$28,995.00

It is recommended that the Board of Education award Quote Q19-25, a gas convection steamer for the Orchard Hill Elementary School as follows:

<u>Vendor</u>	
Singer Equipment Company Elverson, PA	\$22,089.10

3.20 Resolution Authorizing Disposal of Surplus Property

WHEREAS, the Montgomery Township Board of Education is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Board are desirous of selling said surplus property in an “as is” condition without express or implied warranties.

NOW THEREFORE, be it RESOLVED by the Montgomery Township Board of Education, Skillman, NJ, as follows:

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Montgomery Township Board of Education.
- (2) The sale will be conducted online and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) A list of the surplus property to be sold is as follows:

Bulb Eater, Model #3K-A0161621/Serial #1210-076043-2-018  
Bus Trailer

- (5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The Montgomery Township Board of Education reserves the right to accept or reject any bid submitted.

3.21 Receipt and Award of Bid – Spring Athletic Awards, Equipment, Supplies and Uniforms for the Montgomery Township School District (Bid #B19-11) – Bids were received on February 12, 2019 for spring athletic awards, equipment, supplies and uniforms for the Montgomery Township School District as follows:

<u>Vendor</u>	<u>Base Bid</u>
BSN Sports, Passon’s Sports & US Games Jenkintown, PA	\$36,065.12

Leisure Sporting Goods Iselin, NJ	\$31,498.74
Metuchen Center Inc. Sayreville, NJ	\$15,264.57
Riddell Elyria, OH	\$11,720.96
Pyramid School Products Tampa, FL	\$11,370.82
Aluminum Athletic Equipment Royersford, PA	\$7,359.50
Longstreth Sporting Goods Spring City, PA	\$6,473.92
MFAC, LLC West Warwick, RI	\$5,756.70
S& S Worldwide Colchester, CT	\$3,082.65

It is recommended the Board of Education reject the bids received from the following vendors; pursuant to 18A:18A-22e since the purposes or provisions or both of N.J.S.A.18A:18A-1 et seq. are being violated:

*Baseball: Riddell, Elyria, OH* - The low bid received for bases is being rejected because the vendor cannot supply the requested bid item. The vendor substituted the requested bid item for a different style of bases which did not meet the specifications requested.

*Softball: Leisure, Iselin, NJ* - The low bid received for pitching machine balls is being rejected because the vendor cannot supply the requested bid item. The vendor substituted a lesser brand that is below the specifications requested.

*Boy's Track: Metuchen Center, New Brunswick, NJ* - The low bid received for Track tops is being rejected because the tops and shorts must be awarded as one for the uniforms to match the existing style used.

*Boy's Track: Leisure, Iselin NJ, MFAC West Warwick RI & S&S Colchester CT* - The low bids for the Boys Discus is being rejected because the vendors offered a different brand that does not meet the requested specifications for use as per NFHS requirements.

*Boy's Tennis: Riddell, Elyria OH* - The low bids received for tennis shirts are being rejected because the vendor cannot supply the requested bid item. The vendor substituted the requested bid item with another brand of uniform that is below the specifications requested. The uniforms must match the existing uniforms currently being used.

*Boy's Golf: Metuchen Center, New Brunswick NJ* - The low bid received for golf shirts are being rejected because the vendor cannot supply the requested bid item. The vendor substituted the requested bid item with another brand of uniform that does not match the requested specifications. The uniforms must match the existing uniforms currently being used.

*Middle School Track: Riddell, Elyria, OH* - The low bids received for boys and girls middle school spring track team shirts is being rejected because the vendor cannot supply the requested bid item. The vendor substituted a different brand that will not match the existing team uniforms.

It is recommended that the Board of Education award Bid #B19-11 for spring athletic awards, equipment, supplies and uniforms for the Montgomery Township School District as follows:

Vendor

Leisure Sporting Goods Iselin, NJ	\$18,768.84
BSN Sports, Passon's Sports & US Games Jenkintown, PA	\$6,488.00
Metuchen Center Inc. Sayreville, NJ	\$4,585.60
Pyramid School Products Tampa, FL	\$1,925.71
Riddell Elyria, OH	\$641.96
Longstreth Sporting Goods Spring City, PA	\$630.04
Aluminum Athletic Equipment Royersford, PA	\$420.00
MFAC, LLC West Warwick, RI	\$312.00

S& S Worldwide Colchester, CT	\$137.42
<b>Total Bids Awarded</b>	<b>\$33,909.57</b>

#### **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