

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
Skillman, New Jersey 08558

Meeting, Tuesday, April 26, 2022

5:00 p.m. Executive Session

7:30 p.m. Public Session

Upper Middle School Media Center

BUSINESS MEETING AGENDA

Public Hearing and Adoption of the 2022-2023 Budget

2020-2021 District Goals

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

OPENING OF THE MEETING

Call to Order – Board President

Statement of Open Meeting and Public Participation - In accordance with the State's Sunshine Law, adequate notice of this meeting was provided by mailing notice of meeting on January 5, 2022, April 20, 2022 and April 22, 2022. 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 at a reasonable hour.

ROLL CALL

EXECUTIVE SESSION

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

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

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

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

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

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

ROLL CALL

RECONVENE IN OPEN SESSION – 7:30 p.m.

SALUTE THE FLAG

STUDENT REPRESENTATIVE REPORT

PUBLIC HEARING ON THE 2022-2023 BUDGET

SUPERINTENDENT'S REPORT / PRESENTATIONS

- Portrait of an MHS Graduate

NEW BUSINESS FROM BOARD/PUBLIC

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

Before you make your comment, please state your name, address and subject matter. Being mindful of privacy rights regarding students and board employees and to avoid any potential liability on the part of the speaker, the board discourages references to specific individuals. While directing your comments or questions to the board president, please understand that the public comment portions of the meeting are not structured as question and answer sessions but rather are offered as opportunities for you to share your thoughts with the board. The board president may need to refer an issue to the superintendent if the particular issue has not been handled through the appropriate chain of command with the school district before coming to the board for a response. Responses may be provided at the end of this session. However, there are times when comments and questions will require additional information gathering before a response is provided.

COMMITTEE/REPRESENTATIVE REPORTS

Representative Reports

- 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)
- Equity Committee (EC)
- Anti-Racism and Reform Sub-Committee (ARRSC)
- Operations, Facilities and Finance Committee (OFF)
- Policy and Communications Committee (PCC)
- Human Resource Committee (HRC)
- President's Report

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

1. March 15, 2022 Executive Session Meeting
2. March 15, 2022 Business Meeting

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

1. Email dated 3/18/22 from New Jersey Black Issues Convention regarding Teen Suicide Webinar
2. Email dated 3/18/22 from J. Filak regarding Spring Recess 2022: Travel Information
3. Email dated 3/25/22 from New Jersey Black Issues Convention regarding Teen Suicide Webinar
4. Email dated 4/14/22 from NJEFP regarding NJEFP Virtual Member Meeting

PUBLIC COMMENTS

Members of the public are allotted one opportunity to address the Board regarding the **Action Agenda** for up to a maximum of three (3) minutes during this period of the meeting. All comments or questions must be directed to the board president. The board president may need to refer an issue to the superintendent if the particular issue has not been handled through the appropriate chain of command within the school district before coming to the board for a response. All responses will be provided at the end of this session.

ACTION AGENDA

1.0 ADMINISTRATIVE

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

- 1.1 Routine Monthly Reports – Accept the following reports:
 - a. Student Control Report
 - b. Fire/Security Drill Report
 - c. Harassment, Intimidation and Bullying (HIB) Report

- 1.2 Policy First Reading - Accept the following policies and regulations as a first reading:
- | | |
|----------|---|
| 2415.05 | Student Surveys, Analysis, Evaluations, Examinations, Testing, or Treatment |
| 2431.4 | Prevention and Treatment of Sports-Related Concussions and Head Injuries |
| 2431.4R | Prevention and Treatment of Sports-Related Concussions and Head Injuries |
| 2460.30R | Additional/Compensatory Special Education and Related Services |
| 5541 | Anti-Hazing |
| 9560 | Administration of School Surveys |
- 1.3 Policy Second Reading - Accept and adopt the following policies and regulation following a second reading:
- | | |
|-------|---|
| 2270 | Religion in the Schools |
| 2422 | Comprehensive Health and Physical Education |
| 5111 | Eligibility of Resident/Non-resident Students |
| 5751 | Sexual Harassment of Students |
| 5751R | Sexual Harassment of Students |
| 8540 | School Nutrition Programs |
| 8550 | Meal Charges/Outstanding Food Service Bill |
| 8600 | Student Transportation |
- 1.4 District Goals – Approve the District Goals for the 2021-2022 school year as follows:
- Goal 1: Equity
Increase *cultural competency* among administration, staff, and students in order to create a work and learning environment that supports diversity, equity, and inclusion.
 - Goal 2: SEL
Increase staff training and implementation of research-based, trauma-informed strategies that will decrease stress, promote wellness, build resilience and create a supportive learning environment for all students, administration, and staff.
 - Goal 3: Academic
Increase the understanding and implementation of *Universal Design for Learning*, a framework that guides the design of learning experiences to proactively meet the needs of all types of learners, in order to improve student success across all classroom settings.
 - Goal 4: Communication
Improve all methods of communication to deliver clear and transparent district messaging to all district stakeholders by leveraging social media platforms, the website, and email blasts to increase engagement with the community.

2.0 CURRICULUM & INSTRUCTION

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

2.1 Consultant Approvals: 2021-2022 - Approve the following consultants for the 2021-2022 School Year:

CONSULTANT NAME/VENDOR	SERVICES PROVIDED	RATES OF SERVICE
Above & Beyond Learning Group LLC	Administration Fee for BCBA Services	\$500.00
Beyond Communications, LLC	Speech-Language Evaluation Educational Evaluation Speech-Language Therapy - Remote Only Consultation	\$1900.00/eval \$1900.00/eval \$140.00/hour \$195.00/hour
Gregory Marsh	Provide professional development to MHS band teachers on improving their pedagogy and instructional practice in the clarinet. April 2022 – June 2022	\$2,475.00 <i>(Revised)</i>
Mercury2 LLC	Provide six (6) one-hour instructional sessions for UMS Title 1 students on coding. May 2022 – June 2022	\$4,000.00 <i>To be funded by FY22 ESEA Title I</i>

2.2 Consultant Approvals: 2022-2023 - Approve the following consultants for the 2022-2023 School Year:

CONSULTANT NAME/VENDOR	SERVICES PROVIDED	RATES OF SERVICE
HiTOPS	Professional development for district staff and parent & student workshops on SOGIE (Sexual Orientation, Gender Identification and Expression) throughout the 2022-2023 school year.	\$24,700.00 <i>To be Funded by the ESSER ARP Grant</i>
Kiker Learning	Provide two (2) Google Summit professional development workshops for staff in July 2022 and August 2022.	\$5,500.00 <i>To be Funded by the FY22 ESEA Title 2</i>

2.3 Out-of-District Placements: 2021-2022 - Approve the following Out-of-District placements for the 2021-2022 School Year:

Student ID	School	TUITION			
		Dates	ESY	RSY	Total for Year
108688	Green Brook Academy	3/10/22-6/23/22		\$27,982.50	\$27,982.50

2.4 Out-of-District Placements: 2022-2023 - Approve the following Out-of-District placements for the 2022-2023 School Year:

Student ID	School	TUITION			
		Dates	ESY	RSY	Total for Year
105893	Douglass Developmental Disabilities Center	7/1/22-6/15/23	\$23,329.44	\$123,508.80	\$146,838.24
102426	Douglass Developmental Disabilities Center	7/1/22-6/15/23	\$23,329.44	\$123,508.80	\$146,838.24
100016	Douglass Developmental Disabilities Center	7/1/22-6/15/23	\$27,172.80	\$143,856.00	\$171,028.80
181201	Morris-Union Jointure DLC	7/1/22-8/9/22	\$16,637.00		\$16,637.00
106729	Morris-Union Jointure DLC	7/1/22-8/9/22	\$16,637.00		\$16,637.00
107370	Morris-Union Jointure DLC	7/1/22-8/9/22	\$16,637.00		\$16,637.00
100041	Morris-Union Jointure DLC	7/1/22-8/9/22	\$16,637.00		\$16,637.00

2.5 Textbook Approval – 2022-2023 - Approve the following instructional textbook:

Title	Grade(s)	School and Account Number	Amount
Bridges in Mathematics, 2 nd Edition	Kindergarten – 3 rd Grade Math	OHES –11-190-100-610-01-41 VES – 11-190-100-610-02-041	OHES – \$85,047.48 VES - \$37,652.93

2.6 Subscription Service Approval – 2022-2023 - Approve the purchase of the following goods and services for the 2022-2023 school year:

VENDOR NAME	GOODS AND SERVICES PROVIDED	COST
Go Sign Me Up	License for software service subscription for the 2022-2023 school year.	Total Cost: \$3,400.00 <i>Funded by ESEA Title II Grant Funds</i>

- 2.7 Out-of-District Tuition Student – Accept Student #104849 for seventh grade at the Board-approved tuition rate for the 2022-2023 school year.
- 2.8 Out-of-District Tuition Student - Accept Student #105070 for twelfth grade at the Board-approved tuition rate for the 2022-2023 school year.
- 2.9 Robotics Team Field Trip Approval - Approve the field trip for the MHS Robotics Team to participate in the FIRST Robotics World Champion Competition in Houston, Texas, from April 19 through April 24, 2022, at no cost to the Montgomery Township School District.
- 2.10 Comprehensive Equity Plan - Statement of Assurance 2022-2023 - It is recommended that the Board approve the submission of the Comprehensive Equity Plan Statement of Assurance for 2022-2023.
- 2.11 Doctorate – Approve Mr. Jason Sullivan, Montgomery High School Science Supervisor, to complete his doctoral research project and dissertation in accordance with Policy 3245.
- 2.12 Doctorate – Approve Ms. Stacy Young, Director of Equity, Data and Accountability, to complete her doctoral research project and dissertation in accordance with Policy 3245.

3.0 OPERATIONS, FACILITIES AND FINANCE

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

3.1 Acceptance of Financial Reports

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

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

WHEREAS, the Board Secretary's and Treasurer's Reports for the month ending March 31, 2022 are presented for the Board to accept and are on file in the Office of the School Business Administrator;

NOW THEREFORE BE IT RESOLVED, the Board of Education of the Montgomery Township School District acknowledges receipt of and accepts the Board Secretary's and Treasurer's Reports for the month ending March 31, 2022; and

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

3.2 Approval of Transfers

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Montgomery Township Board of Education ratifies and approves the transfers through March 31, 2022 within the 2021-2022 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

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

WHEREAS, a list of bills dated April 27, 2022 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 \$14,405,178.65 and

General Account	\$14,142,866.21
Food Service Account	\$ 262,312.44
TOTAL	\$14,405,178.65

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 – 2021-2022 – Approve the Board member and/or staff conference and travel expenses as per the travel reimbursement list dated 4/26/22.

3.5 Approval of the Adoption of Estimated Tuition Rates for 2022-2023 - Establish the following estimated tuition rates for the 2022-2023 school year:

Integrated Preschool	\$ 4,900
Kindergarten	\$14,048
Grades 1-5	\$19,283
Grades 6-8	\$16,896
Grades 9-12	\$17,668
Learning Language Disabled (LLD)	\$36,172
Autistic	\$45,886
Preschool Disabled Part Time (PSD)	\$73,119
Preschool Disabled Full Time (PSD)	\$27,656
Visually Impaired	\$84,519

3.6 A. Adoption of the 2022-2023 Proposed Budget – that the Board of Education adopt the 2022-2023 proposed budget as follows:

General Fund	\$ 96,011,158
Special Revenue Fund	\$ 1,102,497
Debt Service Fund	<u>\$ 7,997,803</u>
Total Tentative Budget	\$105,111,458

B. Amount to be Raised for Taxes – General Fund – that the Board of Education acknowledge that \$ 82,916,587 be raised for General Funds for the ensuing school year (2022-2023).

- Montgomery portion \$ 80,890,930
- Rocky Hill portion \$ 2,025,657

C. Amount to be Raised for Taxes – Debt Service – that the Board of Education acknowledge that \$ 7,235,215 be raised to support the debt service budget for the ensuing school year (2022-2023).

- Montgomery portion \$7,180,215
- Rocky Hill portion \$ 55,000

- D. Approve Maintenance Reserve Withdrawal – Approve the following resolution:
Approve the withdrawal of \$100,000 from the maintenance reserve account to be included in the 2022-2023 school district budget to fund district maintenance for the 2022-2023 school year.

- E. Approve Capital Reserve Withdrawal – Other Capital Projects – Approve the following resolution:

Included in budget line 620, Budgeted Withdrawal from Capital Reserve – Excess Costs & Other Capital Projects is \$415,000 for other capital project costs of a new paging system at UMS and a new chiller at LMS. The total cost of these projects is \$415,000, which represents expenditures for construction elements or projects that are in addition to the facilities efficiency standards determined by the Commissioner as necessary to achieve the New Jersey Student Learning Standards.

- F. Approve the Following Resolutions:

RESOLUTION AUTHORIZING SUBMISSION OF AN ADDITIONAL SPENDING PROPOSAL TO THE LEGALLY QUALIFIED VOTERS OF THE SCHOOL DISTRICT AT THE ANNUAL SCHOOL ELECTION.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY IN THE COUNTY OF SOMERSET, NEW JERSEY (with not less than a majority of the full membership of the Board concurring) AS FOLLOWS:

1. It is hereby determined that an additional spending proposal will be submitted for voter approval at the Annual School Election scheduled for November 8, 2022. The form of the proposal will read substantially as follows with such adjustments as provided by bond counsel in accordance with guidelines or requirements of the Department of Education:

PROPOSAL FOR ADDITIONAL FUNDS FOR FULL DAY KINDERGARTEN

RESOLVED That:

(a) There shall be raised an additional \$1,620,152 for General Funds in the 2022-2023 School Year to provide for a Full Day Kindergarten Program. These taxes will be used exclusively for additional costs required to provide for a Full Day Kindergarten Program including additional costs for salaries, benefits and/or other compensation or expense as required for teachers, specials, basic skills, special education, counselors, paraprofessionals and lunch room aids, curriculum, technology, facilities operating costs, utilities and related costs. Approval of these taxes **will result** in a permanent increase in the district's tax levy; and

(b) There shall be raised an additional \$669,763 for General Funds in the 2022-2023 School Year for facilities improvements at the Early Childhood Center formerly known as the Kid Connection Building. These taxes will be used exclusively for facilities improvements required for use of the building for the Full Day Pre-Kindergarten Program. Approval of these taxes **will not result** in a permanent increase in the district's tax levy.

These proposed additional expenditures are in addition to those necessary to achieve the New Jersey Student Learning Standards

2. This Board of Education hereby approves and adopts the proposal set forth above and, subject to the approval of the legal voters of the school district as set forth therein, hereby determines to carry out the purposes described therein.

3. The Business Administrator/Board Secretary is hereby authorized and directed to send a certified copy of the proposal to the County Clerk as required by N.J.S.A. 19:60-2 and to request the County Clerk to arrange for it to be voted on at the Annual School Election once approved as set forth herein.

4. The Business Administrator/Board Secretary is hereby further authorized and directed to send a certified copy of the proposal to the Executive County Superintendent of Schools for approval as required by N.J.S.A. 18A:7F-5(d) (9), 18A:7F-39 and N.J.A.C. 6A:23A-12.1.

5. The Board shall include a copy of the approved proposal as part of the legal notice of public hearing on the budget required pursuant to N.J.S.A. 18A:22-28, shall post it at the public hearing held on the budget pursuant to N.J.S.A. 18A:22-29 and shall request that the County Clerk have a copy printed on the sample ballot pursuant to N.J.S.A. 19:60-10 as may be necessary.

6. The Board President, the Superintendent of Schools, the Business Administrator/Board Secretary, Bond Counsel and other appropriate representatives of the Board are hereby authorized to take all steps necessary to implement this resolution.

7. The reference to officers of the Board of Education herein includes any interim, acting or successor officer holding such position.

8. This resolution shall take effect immediately.

- 3.7 Schedule for Requisition of Taxes - Approve the schedule for requisition of taxes from Montgomery Township for the 2022-2023 school year.

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
TAX LEVY SCHEDULE FOR 2022-2023
MONTGOMERY TOWNSHIP**

	General Fund	Debt Service	Total
1-Jul-22	\$7,012,060.75	\$1,795,053.75	8,807,114.50
1-Aug-22	\$7,012,060.75	\$1,795,053.75	8,807,114.50
1-Sep-22	\$6,605,335.88		6,605,335.88
3-Oct-22	\$6,605,335.88		6,605,335.88
1-Nov-22	\$6,605,335.87		6,605,335.87
1-Dec-22	\$6,605,335.87		6,605,335.87
TOTAL 2022	\$40,445,465.00	\$3,590,107.50	44,035,572.50
3-Jan-23	\$6,740,910.83	\$1,196,702.50	7,937,613.33
1-Feb-23	\$6,740,910.83	\$1,196,702.50	7,937,613.33
1-Mar-23	\$6,740,910.83	\$1,196,702.50	7,937,613.33
3-Apr-23	\$6,740,910.83		6,740,910.83
1-May-23	\$6,740,910.84		6,740,910.84
1-Jun-23	\$6,740,910.84		6,740,910.84
TOTAL 2023	\$40,445,465.00	\$3,590,107.50	44,035,572.50
TOTAL LEVY	\$80,890,930.00	\$7,180,215.00	88,071,145.00

- 3.8 Schedule for Requisition of Taxes - Approve the schedule for requisition of taxes from Borough of Rocky Hill for the 2022-2023 school year.

**TAX LEVY SCHEDULE FOR 2022-2023
ROCKY HILL**

	General Fund	Debt Service	Total
1-Jul-22	\$180,565.70	\$27,500.00	\$208,065.70
1-Aug-22	\$208,065.70		\$208,065.70
1-Sep-22	\$156,049.27		\$156,049.27
3-Oct-22	\$156,049.27		\$156,049.27
1-Nov-22	\$156,049.28		\$156,049.28
1-Dec-22	\$156,049.28		\$156,049.28
TOTAL 2022	\$1,012,828.50	\$27,500.00	\$1,040,328.50
3-Jan-23	\$168,804.75	\$27,500.00	\$196,304.75
1-Feb-23	\$168,804.75		\$168,804.75
1-Mar-23	\$168,804.75		\$168,804.75
3-Apr-23	\$168,804.75		\$168,804.75
1-May-23	\$168,804.75		\$168,804.75
1-Jun-23	\$168,804.75		\$168,804.75
TOTAL 2023	\$1,012,828.50	\$27,500.00	\$1,040,328.50
TOTAL LEVY	\$2,025,657.00	\$55,000.00	\$2,080,657.00

- 3.9 Approval of 2022-2023 Yearly Appointments and Contracts - It is recommended that the following contracts be issued and announced for the 2022-2023 school year:

- A. Board Attorney - Whereas, the Montgomery Township Board of Education requires professional attorney services to be performed for the school year 2022-2023 and whereas, the firm of Fogarty & Hara are attorneys in the State of New Jersey and are willing to perform said services:

NOW THEREFORE IT IS AGREED: That the firm of Fogarty & Hara shall perform professional attorney services for the Montgomery Township Board of Education as requested by the Board.

That the Montgomery Township Board of Education will compensate Fogarty & Hara for said attorney services at the rate of one hundred and seventy-five (\$175) per hour for a partner and one hundred fifty-five dollars (\$155) for an associate for the year 2022-2023.

- B. Architect of Record – Whereas, the Montgomery Township Board of Education requires professional architectural services to be performed for the school year 2022-2023 and whereas, the firm of Parette Somjen Architects are architects in the State of New Jersey and are willing to perform said services:

NOW THEREFORE IT IS AGREED: That the firm of Parette Somjen Architects shall perform professional architectural services for the Montgomery Township Board of Education as requested by the Board.

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

Schedule of Hourly Rates – 2022-2023

Partner	\$170.00
Director/Senior Associate/Associate	\$160.00
Senior Project Architect/Senior Certified Interior Designer	\$150.00
Project Architect/Project Manager	\$130.00
Contract Administrator	\$115.00
Assistant Project Manager/Staff Architect	\$ 95.00
Job Captain/Certified Interior Designer	\$ 91.00
Designer 3	\$ 83.00
Designer 2	\$ 75.00
Designer 1	\$ 66.00
Assistant Contract Administrator	\$ 66.00
Administrative Assistant	\$ 55.00
Seasonal/Part-Time Intern	\$ 46.00

- C. Appointment of Auditor – It is recommended that the Montgomery Township Board of Education appoint Suplee, Clooney & Company of Westfield, New Jersey as Auditor to the district for the FY 2022 Audit at the fee of \$28,150 in accordance with the scope of audit as defined in N.J.S.A. 18A:23.

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

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

- D. Appointment of School Physician – appoint Dr. Bert Mandelbaum as school physician for the 2022-2023 school year at the cost of \$25,000.

- E. Re-Adoption of Board Policies and Bylaws for the 2022-2023 School Year - Re-adopt the existing policies and bylaws of the Board of Education for the 2022-2023 school year with the understanding that revision of Board policy can be made at any time by Board action.
- 3.10 Annual Renewal of Ameriflex for Cobra and Flexible Spending – approve the annual renewal of Ameriflex for Cobra and Flexible Spending for the 2022-2023 school year.
- 3.11 Approval of Medical, Prescription and Dental Rates – approve the following resolution to establish rates to be in effect for Medical, Prescription and Dental plans under the board’s self-insurance program effective July 1, 2022 through June 30, 2023:

WHEREAS, the Montgomery Township Board of Education approved entering into a group medical, prescription drug, and dental self-insurance administrative services contract with Horizon Blue Cross Blue Shield of New Jersey effective March 1, 2020; and

WHEREAS, it is necessary for the Board of Education to establish rates for these programs for the purpose of determining contributions from employees; and

WHEREAS, the district’s broker of record, Brown and Brown has recommended that the district establish these rates for the 2022-23 school year;

NOW THEREFORE BE IT RESOLVED that the Montgomery Township Board of Education approve the following monthly rates for medical, prescription drug and dental programs for the period July 1, 2022 through June 30, 2023:

<u>Program</u>	<u>Single</u>	<u>Parent/Child(ren)</u>	<u>2 Adult</u>	<u>Family</u>
Direct Access 10	\$932.47	\$1,734.40	\$1,864.96	\$2,666.88
Direct Access 15	\$887.68	\$1,651.10	\$1,775.38	\$2,538.80
Direct Access 1525	\$861.55	\$1,602.48	\$1,723.08	\$2,464.00
Educators Health Plan (NJEHP)	\$839.22	\$1,560.96	\$1,678.47	\$2,400.20
Educator’s Health Plan (GSHP)	\$797.26	\$1,482.91	\$1,594.54	\$2,280.19
Direct Access 2030	\$809.68	\$1,505.99	\$1,619.36	\$2,315.66
Direct Access 2035	\$696.33	\$1,295.16	\$1,392.66	\$1,991.50
POS 10	\$850.75	\$1,582.42	\$1,701.51	\$2,433.12
POS 1525	\$785.60	\$1,461.20	\$1,571.19	\$2,246.80
POS 2030	\$737.50	\$1,374.05	\$1,477.48	\$2,116.33
POS 2035	\$635.30	\$1,181.67	\$1,270.63	\$1,816.98

<u>Prescription Rates</u>	<u>Single</u>	<u>Parent/Child(ren)</u>	<u>2 Adult</u>	<u>Family</u>
APSMT/CWA and Sr. Admin Non-Represented (1000/2000)	\$319.44	\$444.66	\$691.27	\$691.27
All Other (3000)	\$318.15	\$442.87	\$688.47	\$688.47
NJ EHP/GS Rx	\$287.73	\$400.45	\$622.62	\$622.62

<u>Dental Rates</u>	<u>Single</u>	<u>Parent/Child(ren)</u>	<u>2 Adult</u>	<u>Family</u>
All	\$33.15	\$81.22	\$81.22	\$150.59

- 3.12 Approval of Contract with Primepoint LLC – Approval of contract with Primepoint LLC to provide mandated ACA reporting services related to the filing of IRS forms 1094C and 1095C for 2022 at a cost not to exceed \$12,000.
- 3.13 Agreement between Montgomery Township Board of Education and the Township of Montgomery regarding the High School Pool – Approve the agreement between Montgomery Township Board of Education and the Township of Montgomery granting the Recreation Department access to and use of the swimming pool located at Montgomery High School for the benefit of the residents of the Township of Montgomery. The term of the agreement shall be from July 1, 2022 to June 30, 2023.
- 3.14 Recommend approval for Montgomery Township Board of Education to authorize the Purchasing Agent to purchase goods and services from the OMNIA Partners Government Purchasing Alliance National Co-Op (a.k.a. US Communities) vendors, should the need arise, for the term of the 2022 through 2023 school year. Affiliation is at no cost to the District.

RESOLUTION AUTHORIZING THE USE OF CONTRACTS WITH APPROVED OMNIA PARTNERS GOVERNMENT PURCHASING ALLIANCE NATIONAL COOP VENDORS

WHEREAS, Montgomery Township Board of Education, pursuant to P.L.2011.c.139; N.J.S.A. 18A: 18A-et.seq. and N.J.A.C. 5:34-7.29(c) and per Local Finance Notice No. LFN 2011-35, may by resolution and without advertising for bids, purchase any goods under the OMNIA Partners Government Purchasing Alliance National Coop for any national and/or regional cooperative entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, OMNIA Partners Government Purchasing Alliance National Coop has offered voluntary participation in a Cooperative Pricing System through multiple lead agencies, for the purchase of goods and services;

WHEREAS , Montgomery Township Board of Education may enter into contracts with the referenced OMNIA Partners Government Purchasing Alliance National Coop vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current OMNIA Partners Government Purchasing Alliance National Coop;

NOW, THEREFORE, BE IT RESOLVED , the Montgomery Township Board of Education authorizes the Purchasing Agent to purchase certain goods from those approved OMNIA Partners Government Purchasing Alliance National Coop Vendors for the 2022/2023 school year(s) pursuant to all conditions of the individual awarded bids; and

BE IT FURTHER RESOLVED, that Alicia Schauer, Board Secretary/Business Administrator shall certify to the availability of sufficient funds prior to the expenditure of funds for such goods.

- 3.15 Approval for Lower Middle School Chiller Replacement – Approve D&B Service Group LLC. to replace the old chiller at Lower Middle School with a new Daikin Air Cooled Chiller at a cost of \$336,425 entered into on behalf of the OMNIA Partners Cooperative Bid as part of the FY23 budget.
- 3.16 Approval of Agreement with Princeton Family YMCA for a Kindergarten Wrap-Around Program – Approve the following resolution:
- BE IT RESOLVED that the Montgomery Township Board of Education (the “Board”) hereby approves an extension of an Agreement (“Agreement”) by and between the Board and the Princeton Family YMCA for the Kindergarten Wrap-Around Program for a period beginning on September 1, 2022 and ending on June 30, 2023, which said Agreement is attached to this Resolution and made a part hereof.
- BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President and the Business Administrator/School Board Secretary to execute, on behalf of the Board, the Agreement by and between the Board and the Princeton Family YMCA.
- 3.17 Approval of New Jersey Schools Insurance Group (NJSIG) Safety Grant Program Application – Approve the submission of a grant application for the Safety Grant Program through the New Jersey Schools Insurance group in the amount of \$26,471 for the 2022-23 school year.
- 3.18 New Jersey Cooperative Bid (Educational Data Services) – Approval of the award of bids received by Educational Service Commission of Morris County, Morris Plains, NJ on behalf of the New Jersey Cooperative Bid Members for the 2022-2023 school year as follows:

<u>Category</u>	<u>Vendor</u>
General Classroom Supplies	Cascade School Supplies, Inc.
Audio Visual Supplies	Acco Brands USA LLC Camcor, Inc. Paper Clips, Inc. Troxell Communications, Inc. United Supply Corp. PC University Pure Lighting Company
Copy Duplicator Paper/Computer Toner supplies	Staples Contract & Commercial Inc.
Custodial Supplies	Aramsco, Inc. dba E.A. Morse Donna Jana Enterprizes LLC/My Price Supply Staples Contracts & Commercial LLC United Sales USA Corp. United Supply Corp. W.W. Grainger, Inc./Grainger

Family Consumer Science Supplies	United Sales USA NASCO Education LLC S.A.N.E.
Fine Arts Supplies	Blick Art Materials LLC W.B Mason Co. Inc. NASCO Education LLC National Art & School Supplies, Inc. School Specialty, LLC Sheffield Pottery, Inc. Ceramic Supply Inc. United Supply Corp.
Health & Trainer Supplies	Henry Schein Inc. School Health Corporation
Library Supplies	Cascade School Supplies, Inc. DEMCO, Inc. The Library Store, Inc. Acco Brands USA LLC iDesign Solutions Inc.
Math Supplies	EAI Education/Eric Armin Inc. NASCO Education LLC United Supply Corp. Hand2mind Inc.
Music	K & S Music Inc. Music in Motion
Office/Computer Supplies	Staples Contract & Commercial, Inc.
Photography Supplies	Adorama Inc.
Physical Education Supplies	BSN Sports, LLC/Passons Sports/Varsity Brands NASCO Education LLC School Health Corporation dba Palos Sports School Specialty, LLC United Supply Corp.
Rocketry	Midwest Technology Products Pitsco Education Electronix Express

Science Supplies

Carolina Biological Supply, Co.
Arbor Scientific Inc.
Fisher Scientific Co., LLC dba Fisher Science
Flinn Scientific Inc.
Pitsco Education
NASCO Education LLC
PARCO Scientific Company
Sargent-Welch/VWR International, LLC
School Specialty, LLC
Ward's Science/VWR International, LLC
United Supply Corp.
EAI Education

Special Needs

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

Teaching Aids

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

Technology Supplies

Electronix Express
Idesign Solutions Inc.
Midwest Technology Products
Paxton Patterson, LLC
Pitsco Education

World Languages

Teachers Discovery Inc. dba American Eagle Inc.

3.19 Resolution for Participation in Coordinated Transportation for the 2021-2022 School Year with Union County Educational Services Commission – Approve the following resolution:

WHEREAS, the Montgomery Township Board of Education (hereinafter referred to as “the Board”) desires to transport special education, non-public, public and vocational school students to specific destinations; and

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

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

WHEREAS, the Board and the UCESC will hereinafter be referred to collectively as “the Parties.”

NOW THEREFORE, it is agreed that in consideration of pro-rated contract costs, plus an administration fee of four percent (4%), as presented to the Montgomery Township Board of Education, and as calculated by the billing formula adopted by the UCESC, the UCESC will provide the following services:

- 1) UCESC Services:
 - a. Transportation for designated Board students each day while school or classes attended by designated students are in session;
 - b. Monthly billing and invoices to the Board;
 - c. Computer print-outs of student lists for all routes coordinated by the UCESC;
 - d. Providing all information to the Board necessary for the accurate submission of the District Report of Transported Resident Students;
 - e. Providing all necessary interactions and communications between the sending district, receiving district, and the respective transportation coordinators;
 - f. Constant and timely review and, if required, revision of routes;
 - g. Transportation of student as soon as possible after receipt of the formal written request by the Board; and
 - h. A bid analysis upon the request of the Board;
 - i. Timely submissions of contracts, contract renewals or contract addenda to the county office for approval.
- 2) Billing Formula: The formula adopted by the UCESC for the calculation of billings shall be based on the route cost(s) divided by the number of students allocated to each participating school district. The total amount charged to each school district will be adjusted based on the actual cost of transportation. Any balance which may be due back to the Board based on this formula will be reimbursed, without interest, by the end of June.
- 3) The Board’s Responsibilities: In addition to the payment as described above, the Board will provide the UCESC with the following:
 - a. Requests for transportation on forms to be provided by the UCESC and completed in full and signed by an individual authorized to do so by the Board;

- b. Forms which contain all necessary and relevant information, including, but not limited to, medical information, the individual student's condition, and transportation needs for all students transported by the UCESC;
 - c. A written withdrawal from any transportation, signed by an individual authorized to do so by the Board;
 - d. Strict adherence to the established payment schedule.
- 4) Additional Costs: All additional costs generated by unique requests, including but not limited to mid-day runs and early dismissals will be borne by the Board making such request.
- 5) Changes: The Board understands and agrees that, as a condition of the herein Agreement, 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.
- 6) No Responsibility for Student Use of Services: The parties agree that the UCESC has no responsibility for assuming a pupil's use of arranged transportation or attendance on an established route. Once assigned to a route, the monthly billing for the pupil's reserved seat will continue until the UCESC is otherwise notified, in writing by the Board, to delete the pupil from the assigned route.
- 7) Term of Agreement: This Agreement and the obligations and requirements thereunder shall be in effect from July 1, 2021 through June 30, 2022. The UCESC shall have no obligation to provide transportation services beyond the term of this Agreement.
- 8) Termination: This Agreement as to any specific student cannot be terminated by the Board except for one of the following reasons:
- a. A change in a student's school placement;
 - b. The relocation of a student's residence to another district;
 - c. Student receives home instruction and/or illness. (Note that in this circumstance, immediate reinstatement is not guaranteed.)
 - d. Any other situation which is beyond the control of the Board. Note that finding a cheaper rate away from the UCESC after a route has been awarded is not an acceptable reason for termination.
- 9) Breach of Agreement/Attorneys' Fees: In the event that either Party brings an action to enforce the terms of this Agreement or as a result of a breach of the Agreement by any party, each party bears their own burden of proof as to a breach and damages. In addition to any remedies available at law or in equity, the non-breaching Party may request that the Court award reasonable attorneys' fees and costs incurred in connection with that enforcement or breach action against the breaching party.
- 10) Enforceability and Severability: The Parties agree and acknowledge that each of the provisions of this Agreement is reasonable and should be fully enforceable, and the Parties waive any right to argue, assert or allege any claim to the contrary. However, if any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable because it is overbroad or unreasonable, the Parties agree that such provision(s) may be modified and enforced to the maximum extent permissible. If any provision of this Agreement is held to be invalid and cannot be modified so as to make it enforceable, then such provision shall be deemed to be severed from the Agreement, and the remaining provisions shall remain in full force and effect.

- 11) Waiver of Breach: A waiver by any Party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same or any other provisions of this Agreement. The understandings and representations of the Parties set forth in this Agreement shall survive any breach of this Agreement and be enforceable by any non-breaching Party.
 - 12) Entire Agreement. This Agreement constitutes the sole and complete agreement among the Parties with respect to the settlement of the Action. Neither Party is relying upon any representation, understanding, undertaking or agreement, whether oral or in writing, not set forth in this Agreement.
 - 13) Drafting and Negotiation by Counsel: The drafting and negotiation of this Agreement have been participated in by each of the Parties and their respective counsel and, for all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties. No ambiguity shall be resolved against any Party based upon authorship. The Parties hereby acknowledge that they have been represented by counsel throughout the settlement of the above-referenced matter, throughout the negotiation of this Agreement, and at the execution of this Agreement, and have read and consulted with counsel regarding this Agreement.
 - 14) Headings: The headings contained in this Agreement are for convenience and reference purposes only and shall not be deemed to be a part of the Agreement or to offer the meaning or interpretation of this Agreement.
 - 15) Counterparts: This Agreement may be executed in counterparts, including by fax, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
 - 16) Authority: The signatories hereto warrant and represent that they are legally authorized and empowered to enter into this Agreement on behalf of the Parties.
 - 17) Governing Law; Jurisdiction: This Agreement shall be construed under, subject to, and governed by the laws of the State of New Jersey, without regard to conflict of law principles. The parties choose the Superior Court of New Jersey, Union County, as their forum for resolving any dispute concerning this Agreement. The parties further agree that this Agreement shall not be filed with any court except in an action to enforce or challenge its terms.
 - 18) Further Assurances: The Parties hereto agree to perform such other and further acts or things and to execute and deliver such other and further documents necessary and appropriate to effectuate the terms and objectives hereof.
 - 19) Approval by County Superintendent: It is understood by the parties hereto that this Agreement shall be without force and effect until it is approved by the County Superintendent of School of the County of Union, and any additional County Superintendent, if applicable.
- 3.20 Approve Effective School Solutions, LLC for Professional Services at Montgomery Upper Middle School and Lower Middle School - Approve the following resolution:
- WHEREAS, there exists a need for professional services for the 2022-23 school year and during the 2022 summer program defined as a five-week program scheduled during the months of July and August 2022; and

WHEREAS, the Public School Contracts Law (Chapter 114, Laws of 1977) requires that the Resolution authorizing the award of contracts for professional services without competitive bids be publicly adopted; and

WHEREAS, Effective School Solutions, LLC (ESS) will provide a therapeutic environment within Montgomery Upper Middle School and Lower Middle School to assist students with emotional and behavioral challenges to engage with the academic environment and remain at the Upper Middle School and Lower Middle School;

NOW THEREFORE BE IT RESOLVED by the Montgomery Township Board of Education that the following be engaged for professional services as described and in the amount not to exceed \$276,910 as follows: Effective School Solutions to provide therapeutic mental health services through licensed professionals to students in Montgomery Upper Middle School and Lower Middle School.

- 3.21 American Rescue Plan (ARP-ESSER) – Funding – Accept \$5,088 Elementary & Secondary School Emergency Relief Homeless Children and Youth (ARP-HCY) grant funding and approve the application for submission to the NJDOE.

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

BE IT RESOLVED by the Montgomery Township Board of Education (hereinafter referred to as the “Board”) that the terms, stipulations and conditions as established in the Settlement Agreement and Release (hereinafter referred to as “Agreement”) 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 Agreement, and any other documents necessary to effectuate the settlement.

- 3.23 Receipt/Award of Bid - Student Transportation Services for the Montgomery Township School District B22-09 Related School Activity

No Bids were received on Friday April 01, 2022 for the re bid of B22-09 Student Transportation Services (Related School Activity). Request permission from the Board of Education to negotiate a contract price for this service.

- 3.24 Receipt/Award of RFP B22-11 - Consultant Firm for Special Services to Conduct and Oversee Special Services Program Evaluation

No Bids were received on Wednesday April 20, 2022 for RFP B22—11 Consultant Firm for Special Services to Conduct and Oversee Special Services Program Evaluation.

- 3.25 Renewal of Contract/Elevator, Inspection and Repair Services - Renew for 2022-2023 school year the following EDS #9741 awarded on July 1, 2021 in accordance with N.J.S.A 18A:18A-42:

<u>Vendor</u>	<u>Base Bid</u>	<u>Cost of Elevator/lift Inspection</u>
Kencor Inc.	Hourly Rate \$80.00	MHS \$196.00
West Chester, PA	per man/Hour	UMS \$112.00
	Pressure Test \$200.00	LMS \$28.00
	per elevator	VES \$28.00
	Pats Mark up 10%	OHES \$56.00

- 3.26 Renewal of Contract/ Fire extinguisher Preventative Maintenance Repair - Renew for 2022-2023 school year the following Q22-07 awarded on June 25, 2021 in accordance with N.J.S.A 18A:18A-42:

<u>Vendor</u>	<u>Inspection/Tag Unit Rates</u>	
Fire & Security Technologies Inc.	Cost to inspect & change fusible link on each suppression system	\$15.00
Lebanon, NJ	Inspect & Tag per Unit	\$2.35
	Hydrostatic testing/inspect & tag per unit	\$20.00
	Refill 10lb. extinguisher inspect & tag per unit	\$ 7.50 ABC
	Refill 5lb. extinguisher inspect & tag per unit	\$ 7.50 ABC
	Refill 2.5 lb. extinguisher inspect & tag per unit	\$7.50 ABC
	Refill 10lb. extinguisher inspect & tag per unit	\$7.50 CO
	Refill 15 lb. extinguisher inspect & tag per unit	\$7.50 CO-2
	<u>New Extinguishers</u>	
	Purchase new 10 lb. extinguisher inspect & tag per unit	\$ 82.00 ABC
	Purchase new 5lb. extinguisher inspect & tag per unit	\$ 52.00 ABC
	Purchase new 10lb. extinguisher inspect & tag per unit	\$200.00 CO -2
	Purchase 15lb. extinguisher inspect & tag per unit	\$300.00 CO-2

- 3.27 Renewal of Contract/Generator Preventive Maintenance Service & Material - Renew for 2022-2023 school year the following Q 20-03 awarded on May 10,2021 in accordance with N.J.S.A 18A:18A-42:

<u>Vendor</u>	<u>Rates</u>	
Paul's Electronic Maintenance	Annual lump sum service	\$1,650.0
DBA SBP Industries	Load Transfer Test	\$750.00
S Plainfield, NJ	Straight Time	
	(8am-5pm)	\$105.00 per man/hour
	After Hours & weekends	\$157.50 per man/hour
	Holidays	\$ 210.00 per man/hour

- 3.28 Renewal of contract/ Plumber for Montgomery Township Board of Education - renew HCESC SER 20C (co-op) for the 2022-2023 school year which was awarded on July 1, 2021 in accordance with N.J.S.A. 18A:18A-42:

<u>Vendor</u>	<u>Rates</u>	
Robert Griggs Plumbing & Heating LLC	Hourly Rate	\$93.50
Hillsborough , NJ	8am – 4 pm	
	Evening Rate	N/A
	4pm – 8am	
	Overtime Sat/Sun	N/A
	Holidays	N/A
	Service call/flat fee	\$60.00
	Part Mark up	25%

- 3.29 Renewal of contract/Electrician for Montgomery Township Board of Education - Renew ED DATA 9740 (co-op) for the 2022-2023 school year which was awarded in November 30, 2020 in accordance with N.J.S.A. 18A:18A-42:

<u>Vendor</u>	<u>Rates</u>
Sal Electric Co. Inc.	Forman \$120.00 per man/hour
Jersey City, NJ	Journeyman \$105.00 per man/ hour
	Apprentice \$65.00 per man/Hour
	Material's Mark Up 10%

- 3.30 Renewal of contract/ Integrated Pest Control and Exterminator Services - Renew for 2022-2023 school year the following Q22-05, awarded on July 01, 2021 in accordance with N.J.S.A 18A:18A-42:

<u>Vendor</u>	<u>Base Rates</u>
Stank Environmental LLC	Yearly Maintenance \$ 5,280.00
Fair Haven, NJ	Extra Service Requests \$75.00/ hour
	Bees/Stinging Insects \$ 195.00

- 3.31 Renewal of contract/ Annual Hardwood Floor Finishing - Renew for 2022-2023 school year the following ESCNJ 10411(co-op) which is in accordance with N.J.S.A. 18A:18A-42:

<u>Vendor</u>	<u>Location/Rates</u>
Jack Devine Gym Floor Restorations	MHS main gym \$4,150.00
	MHS aux gym \$2,340.00
	MHS stage \$1,150.00
	UMS main gym \$2,590.00
	UMS stage \$0.00
	LMS gym \$2,800.00
	LMS stage \$0.00
	OHES cafeteria stage \$0.00
	VES main gym \$1,985.00
	VES stage \$0.00

- 3.32 Renewal of contract/ Pool Chemicals & Pool Service - Renew Q22-04 for the 2022-2023 school year. This is in accordance with the N.J.S.A. 18A:18A-42:

<u>Vendor</u>	<u>Service/Repair Rates</u>
Deep Run aquatic Services Inc.	Straight Time \$85.00 per man/hour
	Mon-Friday 8a.m.-5p.m.
	After Hours & Weekends \$127.50 per man/hour
	Holidays \$170.00 per man/hour
	Cost of Replacement Parts 5% discount off list

<u>Pool Chemicals</u>	<u>Unit Price</u>
Accutab Blue SI Tablets 60lb. pail	\$161.00 per 60lb. pail
Liquid Chlorine, 5 gallon Carboy	\$21.00 per 5 gallon carboy
Carboy Deposit	\$8.00 per carboy

- 3.33 Renewal of contract/Asbestos Safety Control & Monitoring Services - Renew Q22-02 for the 2022-2023 school year. This is in accordance with the N.J.S.A. 18A:18A-42:

<u>Vendor</u>	<u>Rates</u>	
PARS Environmental Inc. Robbinsville, NJ	Cost of Plans & Specs.	\$1,150.00
	Project Manager	reg. \$90.00 ovt. \$90.00
	Technician Fee	reg. \$55.00 ovt. \$75.00
	Cost of PCM samples	std. \$6.75 rush \$16.00
	Cost of TEM Samples	std. \$49.00 rush \$116.00

- 3.34 Renewal of contract/ Completion of the NJ Right to Know Survey/Compliance Materials - Renew Q22-03 for the 2022-2023 school year. This is in accordance with the N.J.S.A. 18A:18A-42:

<u>Vendor</u>	<u>Rates</u>	
PARS Environmental Inc. Robbinsville, NJ	22/23 RTK Survey & written Hazard Communication Plan	\$2,500.00
	Chemonitor Annual Maint. Fee	\$950.00
	RTK Initial Training (1 year)	\$800.00
	RTK Refresher Training (2 year)	\$1,200.00

- 3.35 Renewal of Contract/Request for Proposal - Professional Development Services for the Implementation of Universal Design for Learning (RFP 21-01) - Renew for the 2022-2023 school year the following revised request for proposal; Revised RFP 21-01 of 2021-2022 awarded on 9/28/2021 in accordance with N.J.S.A.18A-42

<u>Vendor</u>	
IDE Corp.	IDEA Grant \$20,430 ESEA Grant \$31,780

- 3.36 Appointments – Approve the following committee assignments for 2022 as amended below:

- Liaison to the Montgomery Township/Rocky Hill Municipal Alliance Committee:

Liaison	Maria Spina
Alternate	Martin Carlson

- 3.37 Approve Water Sub-Meter Agreement with the Somerset County Park Commission – Approve the following resolution:

WHEREAS, the Parties are desirous of contracting with one another to enable the SCPC to connect a sub-meter to the BOE's current/existing water line.

NOW, THEREFORE, BOTH PARTIES' COVENANT IS AGREED AS FOLLOWS:

1. The SCPC shall install and connect its own sub-meter to the BOE's existing water, which is the same water line that feeds into/services the Village Elementary School, located at 100 Main Blvd., Skillman, New Jersey 08558. The SCPC shall install the physical water sub-meter specifically at its own location, hereinafter referred to as the "Premises".
2. The SCPC is responsible for any and all costs associated with the installation of this sub-meter to the BOE's existing water line located in the address set forth in paragraph 1 of this Agreement.
3. The SCPC will have its own dedicated personnel who will check, record, and report the number indicated on the SCPC's sub-meter to the BOE once per month on the last day of each month.
4. The SCPC's employee or representative will then send the number indicated on the SCPC's sub-meter and disclose same to the BOE in writing, via email, to Alicia Schauer, the BOE's School Business Administrator/Board Secretary, at aschauer@mtsdl.us, in order for the BOE to determine the SCPC's water usage each month.
5. Upon receipt of the number indicated on the SCPC's sub-meter by SCPC personnel, the BOE shall then calculate SCPC's usage and reply to SCPC personnel's email with the dollar amount that SCPC shall pay that month based on SCPC's own water usage on its sub-meter.
6. Upon receipt of the BOE's email containing the dollar amount due for SCPC's water usage of each month, the SCPC shall remit payment. The SCPC shall make payment to the BOE no later than fourteen (14) days from when the BOE has sent out its request for payment. SCPC's payment to the BOE shall be made payable to Montgomery Township Board of Education and shall be mailed to the following address:

The Montgomery Township Board of Education
1014 Route 601
Skillman, New Jersey 08558
Attn: School Business Administrator

7. In the event that either Party asserts there are any discrepancies, confusions or inconsistencies in terms of the number and/or rate shown in SCPC's sub-meter to determine SCPC's water usage, the Parties shall appoint a mediator to make a determination as to the actual water usage and associated costs.

CONCERNING THIS AGREEMENT ONLY

8. The BOE shall submit its attorney's legal invoice showing tasks performed by its legal counsel related to this Agreement on the part of the BOE counsel for SCPC as follows:

Charissa N. W. Hammerman, Esq.
Cleary Giacobbe Alfieri and Jacobs
169 Ramapo Valley Road
Oakland, New Jersey 07436

9. The SCPC agrees to pay for the BOE's legal fees associated with the review and execution of this Agreement, not to exceed two thousand five hundred dollars (\$2,500.00).
10. This Agreement shall be valid until and unless terminated in writing no less than 30 days from the intended termination date by both Parties upon notice by one Party to another.
11. Despite the existence of this Agreement, the BOE and the SCPC remain separate governmental entities who are responsible for their own entities, including, but not limited to, their own daily operations, employees, and costs of any other tasks not set forth in this Agreement.
12. Both the SCPC and the BOE reserve the right to enter to a contract with any other entities or companies, if need be, in order to satisfy and comply with the terms of this Agreement.
13. Other than those specifically contained in this Agreement, the Parties do not owe one another and will not tender any other payments to or from one another in consideration of this Agreement.
14. This Agreement is in effect with the signatures of representatives from both the BOE and the SCPC.
15. The Parties agree that any dispute concerning this Agreement shall be resolved according to the laws of the State of New Jersey without regard to any other jurisdictions' choice of law rules and shall be brought in the state courts of New Jersey. In the event of litigation, each party shall be solely responsible for payment of its own attorney's fees and costs and disbursements incurred as a result of the litigation, as well as in contemplation of litigation and in preparation of litigation. Under no circumstances may attorney's fees and costs be sought by either Party from the other Party to this Agreement unless such litigation(s) is the result of any error, omission, and/or negligence from the other party. Should any terms in this Agreement be ruled as non-enforceable by a New Jersey court of law, the remaining terms of this Agreement are still valid and enforceable on both Parties wherever and whenever applicable.
16. The BOE shall not be liable for any loss of the SCPC's or SCPC's employees' property from any cause whatsoever, including but not limited to, theft, vandalism, or burglary. The SCPC further covenants and agrees to make no claim for any such loss at any time unless such loss is the result of error, omission, and/or negligence of the BOE.
17. The SCPC and its contractor(s) shall be liable for any losses, damages, costs, or expenses caused by intentional, reckless or negligent conduct, arising from its own personnel, representative, agents and employees under this Agreement. The SCPC shall be liable for any special, punitive, consequential losses, damages, costs, or expenses whatsoever (including lost profits, time or revenue) for anything arising out of the performance or nonperformance of this Agreement, whether claims are based on warranty, negligence, strict liability, or contract, unless the BOE is the party responsible for any special, punitive, consequential losses, damages, costs, or expenses whatsoever arising out of the performance or nonperformance of this Agreement.

18. The SCPC shall indemnify and hold harmless the BOE, its members, agents, servants, officers and employees from any and all claims, liability, damages and/or expenses, including, but not limited to, reasonable attorneys' fees and costs of suit, arising out of, or in any way related to a breach of the Agreement, or any personal injury or property damage that may arise out of or result from, any error, or omission of the SCPC, its consultants, agents, servants, and/or employees in the installation, operation or removal of equipment. The BOE may defend itself, at SCPC's expense, from any claim or lawsuit which may arise out of the SCPC's performance or lack of performance under the terms of this agreement or the BOE may elect to have the SCPC provide the BOE with legal representation at the SCPC's own expense. This provision shall survive the termination of this Agreement.
19. The BOE shall indemnify and hold harmless the SCPC, its members, agents, servants, officers and employees from any and all claims, liability, damages and/or expenses, including, but not limited to, reasonable attorneys' fees and costs of suit, arising out of, or in any way related to a breach of the Agreement, or any personal injury or property damage that may arise out of or result from, any error, or omission of the BOE, its consultants, agents, servants, and/or employees in the installation, operation or removal of equipment. The SCPC may defend itself, at BOE's expense, from any claim or lawsuit which may arise out of the BOE's performance or lack of performance under the terms of this Agreement or the SCPC may elect to have the BOE provide the SCPC with legal representation at the BOE's own expense. This provision shall survive the termination of this Agreement.
20. The SCPC shall keep in force during the term of this Agreement (and any extensions thereof), at its expense, Comprehensive General Liability Insurance to protect against liability incident to the SCPC's use of or resulting from any of the SCPC's acts or omissions occurring in or about said Premises. The coverage under said insurance to be not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate, to include, without limitation, personal injury, bodily injury, and property damage coverage. The SCPC shall also maintain all necessary insurance required for employment purposes including, without limitation, workers' compensation/disability insurance. The SCPC shall annually furnish the BOE with a certificate of insurance, at no cost to the BOE, from the carrier of such insurance policy, which policy shall name the BOE as an additional insured.
21. Each policy of such insurance shall provide that such policy will not be terminated or non-renewed by the insurance carrier on less than thirty (30) days written notice to the BOE. The SCPC shall promptly advise the BOE and have the insurance carrier advise the BOE, of any changes in, additions to, or termination of any such policy; and prior to termination of such policy, the BOE shall forthwith provide a new policy upon the terms and conditions hereinabove set forth.
22. The SCPC acknowledges that this is a school district, with school buildings and children and that special attention to public safety is required. No activities of the SCPC shall impact upon the educational process at the schools.
23. The various rights and remedies of the parties set forth herein are cumulative, and the failure of either Party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.

24. The Premises shall not be used except for the purposes specified herein. The SCPC shall not do or permit anything to be done in or about the Premises, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or in any obstruct or interfere with the rights of other uses of the Premises, or use, or allow the Premises to be used, for any improper, immoral, unlawful or objectionable purpose.
25. Neither Party shall discriminate against any employee, student and/or students' family members on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by New Jersey law. This Agreement may be executed in one or more counterparts. Each signed counterpart shall be an original, and all of them, together, constitute one and the same Agreement. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
26. The SCPC's personnel shall follow all BOE policies and protocols related to the COVID-19 pandemic, including, but not limited to, mask wearing and social-distancing. Failure to follow such policies and protocols may result in a demand that the SCPC remove the personnel or termination of this Agreement.
27. This Agreement contains the Parties' complete and final understanding concerning the terms set forth herein.

- 3.38 Chapters 192/193 Funding 2021-2022 – Approve additional funding under the provisions of Chapters 192/193, Nonpublic Auxiliary and Handicapped Services, in the amount of \$279.00 for the 2021-2022 school year to be allocated as follows:

	Additional Funding	Year to Date
Chapter 192 E.S.L	<u>\$0.00</u>	\$ <u>914.00</u>
Chapter 192 Total	\$0.00	\$ 914.00
Chapter 193 Initial Exam and Classification	\$0.00	\$3,979.00
Chapter 193 Annual Exam and Classification	\$0.00	\$1,520.00
Chapter 193 Corrective Speech	\$279.00	\$4,836.00
Chapter 193 Supplementary Instruction	<u>\$0.00</u>	<u>\$3,304.00</u>
Chapter 193 Total	\$279.00	\$13,639.00
Grand Total		\$14,553.00

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