# Work Session Attachments

June 7, 2016

Office of the Superintendent Township of Ocean School District June 3, 2016

MEMORANDUM FOR:

All Members of the Board

FROM:

James Stefankiewicz, Ed.D., Superintendent of Schools

RE:

**Miscellaneous Information** 

#### 1. On the Calendar

June 7, 2016

- 7:00 pm Executive Session (Closed)
- 7:30 pm Work Meeting

June 14, 2016

- 7:00 pm Executive Session (Closed)
- 7:30 pm Work Meeting

June 20, 2016 -

#### **Graduation Ceremonies**

• 2:00 pm – Intermediate School 8<sup>th</sup> Grade Graduation at OTHS Albert Carelli Field

For Your Information – Early Dismissal for Eighth Grade Students As in the past and as part of the 2015-2016 school calendar, eighth grade students will be dismissed at 11:00 am on the day of graduation, June 20, 2016.

- In-between ceremonies, light refreshments beverages and snacks will be served in the Ocean Township Elementary School library for parents with dual graduations.
- 4:30 pm High School Graduation at OTHS Albert Carelli Field

June 21, 2016 – No Meeting

June 28, 2016

- 7:00 pm Executive Session (Closed)
- 7:30 pm Work Session
- 8:00 pm Regular Monthly Meeting

## **BOARD AS A WHOLE**

#### Office of the Superintendent of Schools

#### Township of Ocean Schools



MEMORANDUM FOR: A

All Professional Staff Members

FROM:

James Stefankiewicz, Ed.D., Superintendent of Schools P

DATE:

May 25, 2016

RE:

Employment Opportunity/2016-2017 School Year

**POSITION:** 

Math Teacher - Intermediate School

**QUALIFICATIONS:** 

Mathematics certification required

**SALARY:** 

Salary will be commensurate with the Township of Ocean

School District Teachers' 2016-2017 Salary Guide.

APPLICATION

Qualified candidates should apply on line at

**DEADLINE:** 

http://www.applitrack.com/ocean/onlineapp by the end of the day, Monday, June 6, 2016.

,

<sup>\*</sup>Culturally diverse and Bilingual candidates encouraged to apply.

#### **Township of Ocean Schools**



MEMORANDUM FOR:

All Non-Instructional Staff Members

FROM:

James Stefankiewicz, Ed.D., Superintendent of Schools

DATE:

May 27, 2016

RE:

Employment Opportunities/Special Ed. ESY Program

July 5, 2016 - August 11, 2016 (4 Days per Week)

**POSITION:** 

Instructional Assistant (5 1/2 hrs/day)
 (Previous applicants need not re-apply)

Substitute Instructional Assistants

**SALARY:** 

Current Salary Guide & Step for contracted Instructional

Assistants and/or \$10.00 per hour for non-contractual

Assistants

APPLICATION DEADLINE:

Applicants interested in applying for these positions should notify the Personnel Office in writing on/or before the end of

the business day, Monday, June 6, 2016, 4:30 pm.

## **Co-CURRICULAR STUDENT ACTIVITIES**

NEW JERSEY STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION P O BOX 487 ROBBINSVILLE, NJ 08691

TO:

PRINCIPALS - MEMBER PUBLIC SCHOOLS

FROM:

Steven J. Timko, Executive Director

DATE:

April 2016

RE:

NJSIAA 2016 – 2017 Membership

Pursuant to the provisions of Chapter 172 of the Laws of 1979 approved by the Governor of the State of New Jersey on August 26, 1979 (N.J.S.A. 18A:11-3, et seq), it is necessary for our member schools to adopt by resolution membership in the NJSIAA. It must be emphasized that in adopting such a resolution, you agree to be governed by the Constitution, Bylaws and Rules and Regulations of the NJSIAA, including all rules governing student-athlete eligibility.

Included with this mailing is a Membership Intent Postcard for the 2016 – 2017 school year that must be returned to the NJSIAA office no later than June 1, 2016. Should your school intend to be a member of the NJSIAA, kindly forward to us the enclosed certified resolution card, your 2016/2017 membership annual dues and both affidavit forms no later than October 1, 2016. Please note that all of these items have been enclosed with this memo.

Lastly, it is suggested that, in addition to the above, local Boards of Education annually adopt the rules and regulations of their local conference or league on all approved scheduled contests.

Thank you for your cooperation.

Enclosures:

Membership Intent Postcard Membership Resolution Card(s)

Dues Invoice(s)

Principals' Eligibility and Coaches' Sportsmanship Affidavit

# MEMBERSHIP RESOLUTION NEW JERSEY STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION

The Board of education of School District	No	County of	_
State of New Jersey, as provided for in Chapter 17	'2 Laws 1979 <i>(N.J.S.A.</i>	18A:11-3, et seq.)	
herewith enrolls as a member of the New Jersey State Interschola	stic Athletic Associati	on to participate in the a	High School
athletic program sponsored by the NJSIAA.			
This resolution to continue to effect until or	unless rescinded by	the Board of Education a	ind shall be included
among those policies adopted annually by the Bo	pard. Pursuant to N.J.	S.A. 18A:11-3 in adopting	g this resolution, the
Board of Education adopts as its own policy and Regulations of the NJSIAA.	agrees to be govern	ea by the Constitution by	ylaws and Kales and
A photocopy of the minutes signifying the ac	doption of this memb	ership resolution is attac	hed.
Administrative Responsibility—The Associa schools in enforcing the eligibility standards set member school has the affirmative obligation to that a school has disclosed that there has bee sanctions that may be imposed against it, pursual events. However, the failure to disclose an eligity upon the offending school.	ition must rely upor forth in Bylaws, Artio report to the NISIA. en an eligibility viola ent to Article X of the bility violation may b	n the voluntary complia- cle V. Toward that end, to A any violations of these tion will not relieve the Bylaws, including the fo be grounds for imposing	the Principal in each standards. The fact affected school of infeiture of games or additional sanctions
In addition, a school must maintain a stat Affidavit to remain eligible for NJSIAA activities a		ood Standing" as outline	ed in the Principal's
-			•
Date of Board Approval	Signature /Se	cretary of Board of Edu	ucation
•		•	Rev. 5/1/14

## **COMMUNITY LIAISON & COMMUNICATIONS**



# New Jersey School Boards Association

## **NOVEMBER ELECTIONS: IMPORTANT DATES**

## 2016 School Board Candidacy & Election Dates

Legislation, (P.L. 2011, c.202), signed by Governor Christie on Jan. 17, 2012 gives communities the option to change the date of the annual school board member election to November. Please check with your local board of education office to confirm the date of the 2016 Annual School Election in your community.

#### **CANDIDACY**

#### May 16, 2016

Term begins for newly appointed board members in Type I districts (those with appointed boards) other than cities of the first class (those with a population of more than 150,000).

#### July 25, 2016

4 p.m. is the deadline for candidates to file nominating petitions with the county clerk.

#### August 4, 2016

Last day to amend a defective petition. The candidate may amend the petition to remedy the defect at any time before the date, but generally may not add signatures. The candidate may add his or her own signature if necessary to provide verification of the signatures on the petition, but only if the petition already contains ten valid signatures.

#### September 9, 2016

Last day for a candidate to withdraw from the election. A signed, written notice must be filed with the county clerk.

#### November 8, 2016

Annual School Election

NOTE: Board members must undergo criminal history record checks through the New Jersey Department of Education within 30 days of election or appointment.

#### January 1 - January 7, 2017

Newly elected board members are sworn in at annual board organizational meetings

#### January 31 - February 6, 2017

Last day to file Personal-Relative and Financial Disclosure forms with the Executive County Superintendent and Board Secretary.

For newly elected or newly appointed school board members, the deadline is 30 days after taking office.

#### **CAMPAIGN CONTRIBUTIONS AND EXPENDITURES**

The New Jersey Election Law Enforcement Commission is the regulatory agency regarding campaign contributions. ELEC conducts Treasurer Training seminars.

Information about the seminars and all manuals and reporting forms can be found on the ELEC website at *www.elec.state.nj.us*. Questions about campaign contributions should be directed to ELEC at (609) 292-8700.

- School board candidates who receive any contribution (including their own funds), regardless of the amount, must appoint a treasurer and open a campaign bank account for the purpose of receiving contributions and making expenditures. This action must take place no later than the date on which that candidate first receives any contribution or makes or incurs any expenditure in connection with an election.
- No later than 10 days after appointing a treasurer and opening a campaign bank account, a candidate must file a Certificate of Organization and Designation of Campaign Treasurer and Depository form with the New Jersey Election Law Enforcement Commission. This form lists the candidate, chairperson (if one is appointed), treasurer and bank or depository information.

#### CAMPAIGN REPORTING SCHEDULE

#### WHO IS REQUIRED TO FILE

**Individual candidate:** Those expecting to spend more than \$4,500, or who receive more than \$300 in contributions from any one source or any cash contributions.

**Joint campaigns:** The reporting thresholds for candidates conducting a joint campaign are \$8,500 for two candidates and \$12,300 for three or more candidates.

October 10, 2016 — Last day to file the 29-Day Pre-Election Report
October 28, 2016 — Last day to file the 11-Day Pre-Election Report
November 28, 2016 — Last day to file the 20-Day Post-Election
Report

April 15, 2016 — Last day to file first quarterly report for a candidate planning to participate in a future election. If a candidate does not plan to participate in a future election, the candidate must certify the 20-day post-election report as the final election fund report.

October 26, 2016 – November 8, 2016 — Any contribution in excess of \$1,400 from any one source received between these dates must be reported within 48 hours of receipt. A similar reporting obligation is applicable for certain expenditures of more than \$1,400 made in this timeframe.

#### TOWNSHIP OF OCEAN BOARD OF EDUCATION WORK MEETING MINUTES May 24, 2016

#### CALL TO ORDER

Mr. Joseph Hadden, President, called the meeting to order at 6:30 p.m., in the office of the Superintendent at the District Administration Building, 163 Monmouth Road, Oakhurst, N.J.

#### STATEMENT OF ADEQUATE NOTICE

Mr. Hadden read the statement of notice as required by the Open Public Meetings Act, N.J.S.A. 10:4-6.

#### ROLL CALL OF ATTENDANCE

The following members were present: Mr. Steven Clayton, Mr. James Dietrich, Mr. Joseph Hadden, Dr. David Marshall, Mrs. Amy McGovern, Mr. Sean Moore, Mr. Michael Palutis, Mrs. Denise Parlamas and Mrs. Sylvia Sylvia-Cioffi.

Staff in attendance – Mr. Jannarone, School Business Administrator; Dr. Stefankiewicz, Superintendent of Schools.

#### Enter Executive Session – 6:32 p.m.

Approval: Motion offered by Mr. Hadden, seconded by Parlamas and carried 9-0.

Move for the approval to enter Executive Session, in conformance with the Open Public Meeting Act, for the purpose of discussing: Personnel (Agenda) and Litigation (Bid Protest), Negotiations (TOEA) and Student Matters. It is anticipated at this time that the above stated subject(s) shall be made public at such time as the need for non-disclosure no longer exists. Board of Education will be in executive session for approximately 1 hour and will take action upon returning to work session.

#### Adjourn Executive Session – 7:35 p.m.

Approval: Motion offered by Mr. Hadden, seconded by Mrs. McGovern and carried 9-0. Move for the approval to adjourn from Executive Session and resume public session.

#### **PRESIDENT'S REPORT:** No Report

#### **SUPERINTENDENT'S REPORT:** Mr. Stefankiewicz

Mr. Stefankiewicz discussed the following item(s):

• Discussed attending the Career Pathways Competitive Grant kick-off with Kelly Weldon, OTHS Principal. The \$500,000 grant paperwork has been completed and accepted by the state.

#### SCHOOL BUSINESS ADMINISTRATOR'S REPORT: None

#### **PUBLIC COMMENT:**

- Sandy Abdelaziz, resident, discussed her desire for the Board of Education to adopt a resolution regarding PARCC and graduation requirements.
- Gail Topper, parent, asked about the discipline on the bus and gave her personal experiences.
- Eric Hackler, resident, asked about number of hours possible bus aids would be needed.
- Pam Gutman, resident, gave suggestions regarding other ways to have help on the buses.

#### **COMMITTEE REPORTS:**

#### CO-CURRICULAR STUDENT ACTIVITES: Mrs. Mc Govern

The following item(s) were discussed:

#### 1. Discussion: Student Participation on Athletic Teams

Board of Education and Administration discussed student participation on athletic teams, after the season has started, The Board discussed the Athletic Director establishing a coaches committee to review guidelines for students being added or leaving a team.

#### **COMMUNITY LIAISON & COMMUNICATIONS:** Mrs. Sylvia-Cioffi

Mrs. Sylvia-Cioffi made a motion, seconded by Mrs. McGovern, for approval of the following item(s):

#### 1. Approval of Minutes:

Move to approve the minutes in accordance with Board of Education bylaws #168 "Recording of Board Meetings" of the following meeting(s):

Work Meeting/Executive Session Minutes – May 17, 2016 Regular Meeting – May 17, 2016

Motion(s) carried: 8-0 (Mr. Moore abstained)

#### FINANCIAL MANAGEMENT & RESOURCE SERVICES: Mr. Moore

The following item(s) were discussed:

#### 1. Discussion: Professional Services Resolutions

The Board of Education and administration discussed the following Therapy Contracts.

Awarded to:

Invo Healthcare

Duration:

July 5, 2016 to August 11, 2016 Approximately 40 hours per week

(2 Therapists @ 20 per week each)

Nature and Type of Contract:

Occupational Therapy

Amount of Contract:

\$79.00 per hour

Awarded to:

Invo Healthcare

Duration:

July 5, 2016 to August 11, 2016

Approximately 15 hours per week

Nature and Type of Contract:

Physical Therapy

Amount of Contract:

\$79.00 per hour

- a. These contracts will be awarded as a "Professional Service" in accordance with the Public School Contracts Law, N.J.S.A. 18A:18A-2h, being that it is for services performed by persons authorized by law to practice a recognized profession.
- b. The above professional has submitted a political contribution disclosure form in accordance with N.J.S.A. 19A-20.26.
- c. A copy of this resolution as well as the contract and political contribution form shall be

placed on file with the Secretary of the Board and will be available for public inspection along with notice to the newspaper of record for this award.

#### 2. Discussion: Boiler Cleaning & Maintenance Service

The Board of Education and administration discussed the extension of the 2015-2016 pricing for Boiler Cleaning & Maintenance Service for the 2016-2017 school year to Central Boiler Repair Co., Inc. of Oakhurst, NJ for a

0% increase as follows:

#### 3. <u>Discussion: Student Transportation Routes</u>

The Board of Education and administration discussed the contract with Michael Loori Transportation for the 2016-2017 school year for the total amount of \$148,403.37 which represents a 0% increase over 2015-2016 for the following routes.

WA59 - IN59	\$49,467.79
WY81 - IN14	\$49,467.79
OE 8 - IN 8	\$49,467.79

#### 4. Discussion: School Bus Aides

The Board of Education and Administration discussed information regarding possible staffing of Bus Aides. The Board reviewed costs and agreed to research other avenues before incurring a large cost.

#### 5. Discussion: Safe Routes to Schools Grant

The Board of Education and Administration discussed the walking areas around each Elementary School and the relation to the submission of the Safe Routes to Schools Grant with the municipality.

Mr. Moore made a motion, seconded by Mrs. McGovern, for approval of the following item(s):

#### 6. Use of Facilities

Move to approve use of facilities according to the attached list dated May 24, 2016

Motion(s) for item #6 carried: 9-0

#### **INSTRUCTIONAL & EDUCATION:** Dr. Marshall

The following item(s) were discussed:

#### 1. Discussion: PARCC Graduation Requirements

Board of Education and Administration discussed PARCC graduation requirements for students.

Board of Education discussed the graduation options (see handout) and requirements into the future.

• Gail topper, parent, asked about when students can re-take the PARCC test when they don't pass it the first time.

- Eric Hackler, resident, asked about what the Board's recourse would be, if they did not want to give the test.
- Sandy Abdelaziz, parent, talked about the number of districts that have passed resolutions opposing the graduation requirements. She asked the district to pass a resolution opposing using PARCC as a graduation requirement.
- Pam Gutman, parent, sited reports that the State should not be testing the amount of grades/students.
- Intern, Alison Weinstein, asked about the HESPA trial runs and how it was piloted by the State Board of Education.
- Board of Education discussed the PARCC and how it relates to teacher evaluations.

Dr. Marshall made a motion, seconded by Mrs. Sylvia-Cioffi, for approval of the following item(s):

#### 2. Professional Development Activities - Staff

Move to approve the attached memorandums (2) dated May 20, 2016 re: Staff Professional Development Activities in accordance with District Policy 6471 and NJAC 6A:23B. The attendance at said activities is fiscally prudent and will promote the delivery of instruction and/or will further the efficient operation of the district.

Reimbursement for travel and related expenses shall be according to the Department of the Treasury guidelines in NJOMB circular 06-02 and A-87.

#### 3. Revision to Out of District Private Tuition for the 2015-2016 School Year

Move to approve a revision to out of district private tuition for the 2015-2016 school year in accordance with the attached memorandum dated May 17, 2016.

Motion(s) for items #2 and #3 carried: 9-0

Dr. Marshall made a motion, seconded by Mrs. Sylvia-Cioffi, for approval of the following item(s):

#### 4. Graduation Requirements

Move to approve the following resolution:

WHEREAS, Beginning with the class of 2016, the New Jersey Department of Education ("NJDOE") has proposed new high school graduation requirements that eliminate the Alternative High School Assessment and replace the mandatory High School Proficiency Assessment with the Partnership for the Assessment of Readiness for College and Careers ("PARCC") Assessments before the validity and reliability of the PARCC Assessments have been established, and without adequately informing students and parents about the potential consequences for graduation when the PARCC Assessments were administered in Spring 2015; and

WHEREAS, Beginning with the class of 2020, the NJDOE has further proposed additional regulations that would deny parents the right to opt their children out of PARCC Assessments; and

WHEREAS, Beginning with the class of 2021, the NJDOE has proposed requiring students to pass the PARCC ELA10 and Alg 1 Assessments in order to graduate; and

WHEREAS, The Delegate Assembly is the official policymaking body of the New Jersey School Boards Association; and

WHEREAS, Education-related policies resulting from prior Delegate Assembly and Board of Directors actions are codified in the NJSBA's *Manuel of Positions and Policies on Education*; now, therefore, be it

RESOLVED, That the Township of Ocean Board of Education proposes the following additional policy language for adoption by the Delegate Assembly and inclusion in NJSBA's *Manual of Positions and Policies on Education*:

The NJSBA believes that New Jersey should continue to provide multiple pathways to a high school diploma that include alternatives not based on standardized tests, and that the State should continue to respect the right of parents to make decisions about the assessment alternatives that are most appropriate for their children, and, be it further

RESOLVED, That this resolution be sent to the N.J. School Boards Association for their Consideration and to the Department of Education.

Motion(s) for item #4 carried: 9-0

**NEGOTIATIONS:** No Report

#### **PERSONNEL:** Mrs. Parlamas

The following item(s) were discussed:

#### 1. Discussion: Unpaid Leave of Absence

Board of Education and Administration discussed the request of Elizabeth Wallace, ESL Teacher, Wayside School to take an unpaid leave of absence, with the continuation of benefits, for the 2016-2017 school year.

#### 2. Discussion: Instructional Assistants/Eighth Grade Graduation Ceremony

Board of Education and Administration discussed hiring Gregg Krzyzanowski and Josemaria Olaguera, Instructional Assistants at the Township of Ocean Intermediate School, to provide aide support to intermediate school students (2) with disabilities on June 20, 2016. The Instructional Assistants will each accompany one student to the Eighth Grade Graduation, for approximately three hours. Mr. Krzyzanowski and Mr. Olaguera will be paid at their hourly contractual rate.

#### 6. Discussion: New Job Description

Board of Education and Administration discussed the following new job description: Attendance Officer/Security

#### 7. Discussion: Issuance of Contract

Board of Education and Administration discussed issuing a contract to the following:

#### To fill a vacancy position:

James Loizos

Attendance Officer/Security

District-wide

Non-tenure track position

\$

Actual Start & Effective Dates: Pending criminal history background check.

(Mr. Loizos replaces Michele LoConte who will retire July 1, 2016.)

Mrs. Parlamas made a motion, seconded by Mrs. McGovern, for approval of the following item(s):

#### 3. Assignment Change/Transfer

Move to approve the following assignment change and transfer effective September 1, 2016.

Donna Drury

From: Mathematics Teacher, Intermediate School

To: Elementary Classroom Teacher Wanamassa Elementary School

(The transfer fills a vacancy at Wanamassa Elementary School. Mrs. Drury will replace Donna Manning who will retire July 1, 2016.)

#### 4. Intermittent Unpaid Leave under FMLA and NJFLA

Move to approve an intermittent unpaid family leave of absence, as designated under FMLA and NJFLA, for Susan Russo, Social Studies, High School. Mrs. Russo will be on unpaid family leave beginning May 26, 2016 for a period of nine (9) intermittent days. Mrs. Russo will take unpaid leave on the following days: May 26 & 27, 2016; June 3, 6, 9, 13, 15, 20 & 21, 2016. The intermittent leave reflects a reduction in pay and work hours. This reduction does not affect Mrs. Russo's medical coverage, her benefits will remain intact.

#### 5. Instructional Assistant/Chorus

Move to approve Katherine Porter, an Instructional Assistant at the Intermediate School to provide aide support to an intermediate school student with disabilities during Spring Chorus. Ms. Porter will accompany the student to Chorus practice every Wednesday after school from 2:30 pm -3:15 pm and to the Chorus Concert (start time 7:30 pm) on June 1, 2016. Ms. Porter will be paid at her hourly contractual rate.

#### 8. Issuance of Contracts

Move to approve that contracts be issued to the following:

To fill vacancy positions:

Patrick Arlea

**English Teacher** 

\$57,015.00

High School

BA/Step 3

Actual Start & Effective Dates: Pending

criminal history background check and release from current

employer.

(Mr. Arlea replaces Erica Andresen who resigned.)

Kyrsten Churchwell

English Teacher

\$54,515.00

High School

BA/Step 1

Actual Start & Effective Dates: Pending

criminal history background check.

(Ms. Churchwell replaces Irene Gilman who will retire July 1, 2016.)

Elizabeth White

English As A Second Language Teacher

High School

\$54,515.00 BA/Step 1

Actual Start & Effective Dates: pending criminal

history background check.

(Ms. White replaces Susan Jarosiewicz who will retire July 1, 2016.)

Motion(s) for items #3 thru #5 and #8 carried: 9-0

#### PLANNING & CONSTRUCTION: Mr. Palutis

The following item(s) were discussed:

#### 1. Discussion: Referendum

P.W. Moss & Associates and Solutions Architecture were in attendance and gave an update on all of the ongoing referendum projects.

- Construction Manager gave an update on each project.
- The architect discussed the design of the Wayside job and options of modular versus stick and mortar building.

#### **TECHNOLOGY COMMITTEE:** Mr. Dietrich

The following item(s) were discussed:

#### 1. Discussion: Technology Update

The Committee Chairman gave an update on the recent District School Based Technology Committee Meeting.

- Chair of Committee gave a report on the district wide committee and the discussions that took place. He reviewed a draft survey that will go out to the faculty.
- Board of Education talked about a possible parent survey.

#### **OLD BUSINESS:** None

#### **NEW BUSINESS:**

• Water testing results that did not show any issue with lead levels will be posted to the web site.

#### **PUBLIC COMMENT:**

- Dr. Marwn Meller, resident, asked about the hourly rate on the Technology posting.
- Gail Topper, parent, asked about the teachers and resolution of the issue they are having with the administration.
- Pam Gutman, parent, asked about the ChomeBooks and the difficulties with the technology.
- Marci Abramowitz, teacher, asked about additional chargers for students' ChomeBooks.
- Sandy Abdelaziz, parent, asked about the summer and students keeping the ChomeBooks.
- Lisa Massa, teacher, asked about ChomeBooks being available in September to students.
- Marci Abramowitz, teacher, urged the Board of Education to take the practice PARCC test.

<u>ADJOURN MEETING</u>: 9:14 p.m. There being no further business Mrs. Parlamas made a motion, seconded by Mr. Clayton, that the meeting be adjourned. This motion carried 9-0.

Respectfully submitted,

Kenneth Jannarone

School Business Administrator/

Board Secretary

# FINANCIAL, MANAGEMENT & RESOURCE SERVICES



#### **AGREEMENT**

# MASTER SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF OCEAN BOARD OF EDUCATION AND THE BOROUGH OF DEAL BOARD OF EDUCATION FOR SHARING CAFETERIA SERVICES, MAINTENANCE SERVICES AND TECHNOLOGY SUPPORT

Agreement made this 1<sup>st</sup> day of July, 2016, by and between the Township of Ocean

Board of Education (hereinafter "Ocean"), 163 Monmouth Road, Oakhurst, New Jersey, 07755

and the Borough of Deal Board of Education (hereinafter "Deal"), 201 Roseld Avenue, Deal,

New Jersey, 07723;

WHEREAS, Deal and Ocean have worked in a cooperative spirit to meet the short and long term needs of each District; and

WHEREAS, Deal and Ocean have certain needs that are best served through shared services; and

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes and empowers Ocean and Deal to enter into such Shared Services Agreement; and

WHEREAS, the purposes of Ocean and Deal can be accomplished effectively through this Agreement; and

WHEREAS, Ocean and Deal desire to enter into this Agreement; and

WHEREAS, each party to this Agreement have approved the execution of this

Agreement by Resolution adopted on and ;

#### NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. <u>Joint Cooperation.</u> Ocean and Deal shall provide, in cooperation with and on behalf of the other any desired service authorized by law (including, but not limited to Cafeteria

Services, Maintenance Services and Technology Support Services) as detailed in Addendum I, II and III as attached to this agreement and other services that may be, from time to time, authorized by joint or concurring resolution of the parties (Services Resolution).

- 2. Services Resolutions, Procedure. Each Services Resolution shall be individually tailored and shall specifically indicate the nature of the service to be performed, property to be used, and the approval of parties in providing the Shared Service. The attached service resolutions, Addendum I (Cafeteria Services), Addendum II (Maintenance Services) and Addendum III (Technology Services) are herby incorporated into this agreement. Upon passage by both parties, these Services Resolutions shall be appended to this Agreement. In the event that the Services Resolution and this Agreement conflict, the terms of this Agreement shall control. In no event may the terms of the Services Resolution modify this Agreement.
- 3. Other Agreements Unaffected. All other Shared Services Agreements whether currently existing or not, shall remain in full force and effect and shall not be governed by the terms of this Agreement.
- 4. <u>Maintenance and Payment.</u> Unless otherwise specified in the Services Resolution, each party agrees to maintain its own property and any and all payments made for the use of the property in accordance with this Services Resolution shall be specified in and made pursuant to the Services Resolution.
- 5. <u>Standards.</u> The services provided through the use of this Agreement, in accordance with the Services Resolution, shall be governed by the reasonable satisfaction standard, unless a different standard is specified in such Services Resolution.
- No Assignment. The rights and obligations under this Agreement and any
   Services Resolution cannot be assigned by either party without the written consent of the other.

- 7. Term of the Agreement of the Services Resolution. This Agreement shall be for a term of one (1) year from the date hereof and may be extended by mutual agreement of the parties. Each Services Resolution shall be for such time period as specified in said Services Resolution. Each party may cancel this Agreement, or any Services Resolution covered hereunder, on ninety (90) days' written notice to the other party. In the event that this Agreement ceases, any and all Services Resolution passed in accordance with this Agreement shall also cease.
- 8. <u>Fees and Fee Shifting.</u> Attorneys' fees and fee shifting are prohibited under this Agreement and neither party may recover fees from the other party in the event of litigation or arbitration or any proceedings brought to enforce the obligations of any party under this Agreement or any Services Resolution.
- 9. <u>Joint Insurance.</u> The parties shall maintain a joint insurance policy in the usual and customary amount and in a form acceptable to both parties to ensure each party and/or their property. At the option of both parties, the parties may agree that a specific Services Resolution not be covered by a joint insurance policy and instead be covered by a separate policy or other insurance arrangement.
- 10. <u>Disputes.</u> The parties agree that in the event a dispute arises as to the interpretation of this Agreement or a Services Resolution pursuant to this Agreement, the Business Administrators of Ocean and Deal and each Superintendent of Schools shall be notified. The Superintendents of each School shall immediately confirm the disputed issue and attempt to reach an accord. If the dispute cannot be rectified, the matter shall be submitted to mediation, failing which, the matter shall be submitted to binding arbitration. The New Jersey law shall govern this Agreement and Services Resolutions passed pursuant to the same.

<sup>&</sup>lt;sup>1</sup> Services can be provided for up to ten years under these arrangements.

- 11. <u>Efficiency and Public Benefit.</u> The parties concur that this Agreement is undertaken for the benefit of the general public of the Township of Ocean and the Borough of Deal, that the Agreement is economically beneficial to the constituencies of each municipality.
- 12. <u>Severability.</u> If any clause, sentence, paragraph, section or part of this Agreement and/or Services Resolution shall be adjudged to be invalid in any Court of competent jurisdiction, such judgment shall not affect, impair, invalidate the remainder thereof, but shall be confined to the operation of the clause, sentence, paragraph, section or part thereof, directly involving the controversy in which such judgment shall be rendered.
- and/or Services Resolution may be subject to approval by the Executive County Superintendent and notwithstanding the Executive County Superintendent's approval, subject to modification by the New Jersey Commissioner of Education. Accordingly, where such approvals and/or modification materially impact upon the parties' Agreement, the parties shall enter into a good faith negotiations in an effort to reform the Agreement. Where reformation is not possible, the Agreement and Services Resolution shall be deemed null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_day of and year first above written.

ATTEST:	BOARD OF EDUCATION OF THE TOWNSHIP OF OCEAN
By:	By:
Kenneth Jannarone,	Joseph Hadden
School Business Administrator/	Board President
Board Secretary	
	BOARD OF EDUCATION OF THE
ATTEST:	BOROUGH OF DEAL
Ву:	Ву:
Pia Lordi	
School Business Administrator	Board President



June 1, 2016

#### ADDENDUM I CAFETERIA SERVICES

#### Service Resolution Scope of Work

This addendum is to be considered part of the Master Shared Service Agreement as attached and the below service specifications shall be considered part of the entire agreement.

The Township of Ocean will provide the following Cafeteria Services to the Deal School beginning July 1, 2016 and ending June 30, 2017. Cafeteria services will begin September 2016 as per the Deal school calendar. Renewal of this agreement for the subsequent year will be discussed and decided upon by May 31, 2017.

- All terms as per the "Agreement for local education agencies consolidating school meal programs" must be signed and agreed to by both districts as per the department of education child nutrition.
- The initial outlay of equipment has been absorbed by the Township of Ocean Board of Education. The Ocean Township school district will maintain ownership of this equipment.
- The Deal School students lunch and snack milk charges will be determined by the Ocean Township Board of Education with consultation of the Deal School. Adult lunches and a la cart item pricing will also be determined.
- Menus will be developed by the Ocean Township food service vendor (currently Sodexo) and will include at least the following: (examples attached)
  - Menus are Nutrition Based
  - > Meet or Exceed Nutrition Guidelines
  - > Variety of Offerings
  - > Hot and Cold lunch options each day
  - > A la Carte items daily
  - > Faculty menu
  - > Catering menu
  - Classroom Celebration Menu
- All Food will be prepared by a trained chef ensuring the highest quality. All staff regularly attend safety trainings and a third party conducts an annual food and physical safety audit.

- Deal school parents will have access to a Point of Sale System this system will be provided at no additional charge and will provide at least the following:
  - Sync with Student Database
  - > Allows Students and Staff to have lunch accounts
    - o Account allows for deposits
    - O By using pin number students can withdraw from their account eliminating the need for cash each day/week.
    - On-site cash register for collection of monies
  - Money can be added at the register using cash, check or money order (no fee)
- Deal school parents will also have access to a online system this system will provide at least the following:
  - > Parents can create online account to view and monitor their children's lunch purchases and deposits
  - Enables parents to put money on account online using either online check or credit card (user fee)
- Ocean Township will be responsible for all collection of monies. Delinquent accounts will also be the responsibility of Ocean Township.
- Deal school has phased out the current process of their teachers taking lunch orders (counts) eliminating this duty for the instructional staff.
- Ocean Township food service employees will be responsible for general cleaning of the kitchen and the purchasing of cleaning supplies.
- Deal school will be responsible for regular detailed cleaning of the kitchen, serving and eating areas to include floors, tables etc...
- Ocean Township will supply one on site food service employee and supervision / administration of the program as needed.
- Deal school will continue to distribute the household free/reduced-price meal eligibility applications and will provide the collected application to Ocean Township.
- Ocean Township will be responsible for processing the applications including determining eligibility, notifying applicants, completing verification requirements, providing a hearing official, and updating eligibility changes.
- Ocean Township will be responsible for maintaining and storing of Department of Education Child Nutrition program records and free/reduced lunch price meal applications. All records will be retained until such time that the NJ department of archive records management authorizes disposal.

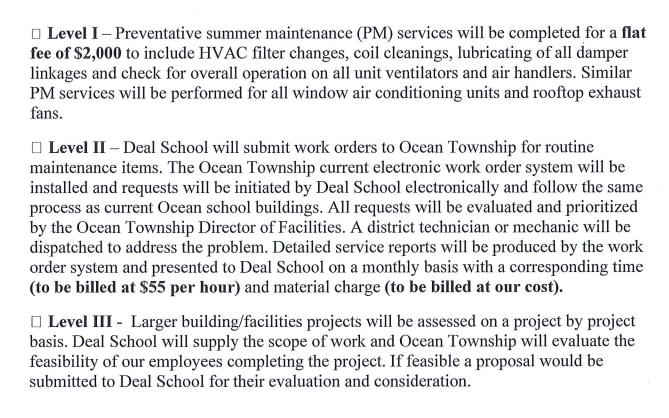


#### ADDENDUM II MAINTENANCE SERVICES

#### Service Resolution Scope of Work

This addendum is to be considered part of the Master Shared Service Agreement as attached and the below service specifications shall be considered part of the entire agreement.

The Township of Ocean will provide the following Maintenance Services to the Deal School beginning July 1, 2016 and ending June 30, 2017. Renewal of this agreement for the subsequent year will be discussed and decided upon by May 31, 2017.



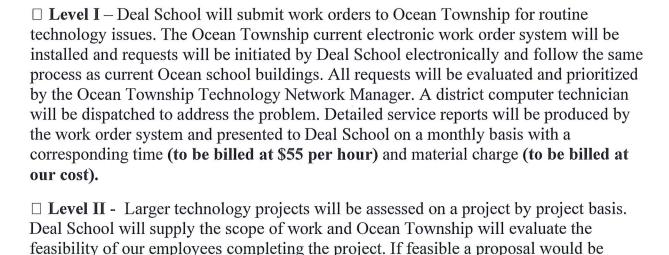


#### ADDENDUM III TECHNOLOGY SERVICES

#### **Service Resolution Scope of Work**

This addendum is to be considered part of the Master Shared Service Agreement as attached and the below service specifications shall be considered part of the entire agreement.

The Township of Ocean will provide the following Maintenance Services to the Deal School beginning July 1, 2016 and ending June 30, 2017. Renewal of this agreement for the subsequent year will be discussed and decided upon by May 31, 2017.



submitted to Deal School for their evaluation and consideration.

#### Ocean Township School District Technology Department Services

#### Software/Hardware Installation

CD/DVD ROMs

**Hard Drives** 

Monitors

Motherboards

**Network Cards** 

Video Cards

**Power Supply** 

Memory

Interactive White Boards

Document Imaging cameras (Elmo, Dukane, Etc..)

Printer / Scanners / Cameras Installation & Configuration

**Backup Power Supplies (UPS)** 

Operating System Installation/Upgrades

#### Virus Protection / Firewall Protection / Spyware Removal

Virus Removal and Repair

Spyware Removal, Prevention and Education

**Firewall Configurations** 

Web Filter Installation and Configuration

**Privacy and Security Analysis** 

#### **Network Services**

Help Desk

Troubleshooting

File and Print Sharing

Server Maintenance and Installation

**VMWare Configuration** 

Citrix and Terminal Services Installation and Configuration

Website Maintenance

**Structured Cabling** 

Network Design

Inventory

**Network Switch Configurations and Firmware Updates** 

Wireless Installation, Configuration, and Diagnostics.

**Automated Back Up Systems** 

#### Ocean Township School District Technology Department Services - continued

#### **Repair Services**

Computers and laptops
Projectors Bulb replacement and firmware updates
Basic Printer Repair
Computer Imaging (Ghosting)

#### **Telecommunications and Security:**

Motorola Radio Programming, Basic Diagnostics and Repair
Telephone Troubleshooting and Basic Repair (except Tadiran which we provide full service)
Security Camera Troubleshooting, Installation, and Repair

Click to Return to Application Select Click to Return to Menu List / Sign Out

The application has been approved. No more updates will be saved for the application.

Grant Acceptance of Funds

#### **NEW JERSEY DEPARTMENT OF EDUCATION**

#### FISCAL YEAR 2017 GRANT ACCEPTANCE CERTIFICATION (GAC)

Career Pathways Competitive URGENT: REQUIRES BOARD ACTION

PAYMENTS WILL NOT BE INITIATED UNTIL THE FUNDING AWARDED IS ACCEPTED THROUGH THE COMPLETION AND ELECTRONIC SUBMISSION OF THIS FORM USING THE DISTRICT ACCEPTS BUTTON AT THE BOTTOM OF THIS PAGE

I EAL OCEAN	TOWNSHIP			
LEA: OCEAN	10WNSHIP 1BER 17E00026			SALINES/
I, Name	Title	of OCEAN TOWN	ISHIP (253810)Board of Education or equ	COUNTY
governing bo	ody certify that:			
1. The grant	award indicated below has been accepted	by the Board of Education or ed	uivalent body at its meeting date of	
	(MM/DD/YYYY)	,	and the second s	
NOTE: Your	Board Meeting to accept the funds must or	ccur on or after 5/24/2016, the	date the application was approved by the	New Jersey
Department (	of Education(NJDOE).		The state of the s	2 11011 301 007
	PROGRAM NAME	GRANT NUMBER	FY 2017 AWARD AMOUNT	
	Career Pathways Competitive	17E00026	100000	***************************************

- 2. The above referenced grant shall be implemented in accordance with the Fiscal Year (FY) 2017. Notification of Grant Award and the approved FY 2017 Career Pathways Competitive application, including assurances, filed with the NJDOE which was used as the basis of awarding the grant.
- 3. The grant shall be administered and monitored in accordance with the appropriate state and federal regulations.
- 4. Wherever the program supported with these funds involves the procurement of goods or services from vendors or consultants, written contracts between LEA and such vendors or consultants, and the award for such contracts, shall be in accordance with the provisions of N.J.S.A. 18A-1, et-seq.
- 5. The contents of Attachments A & B, Grant Agreement Terms and Conditions of the Department of Education, have been viewed by accessing the link here, and the terms have been accepted. Attachments A & B.pdf
- 6. Any special conditions that are noted on the "Special Conditions" tab within the electronic application have been reviewed, accepted and will be adhered to. [NOTE: Please check the "Special Conditions" tab within the application prior to accepting this award.]

District Accepts

PRD 2.0 user ID: JSTEF253810



New Jersey Department of Education
Send Questions to: eweghelp@doe.state.nj.us

# TENTATIVE TIMETABLE FOR THE BOARD OF EDUCATION OF THE TOWNSHIP OF OCEAN IN THE COUNTY OF MONMOUTH, NEW JERSEY

\$2,700,000\* Refunding School Bond Sale

\$2,700,000	Refunding School Bond Sale		
June 7, 2016	Municipal CFOs to file supplemental debt statements prepared as of June 7, 2016 with School Board BA and Municipal Clerks		
June 7, 2016	Board to introduce refunding bond ordinance		
No later than June 21, 2016	McManimon, Scotland & Baumann, LLC, Bond Counsel, to publish notice of public hearing on ordinance in local newspaper (at least 7 days prior to the public hearing)		
Prior to June 28, 2016	Municipal CFOs to file supplemental debt statements with Division of Local Government Services in Trenton.		
June 28, 2016	Board to hold public hearing for ordinance.		
June 28, 2016	Board to finally adopt refunding bond ordinance by vote of two-thirds of full Board and adopt form and sale resolution providing for sale of bonds and delegation of final terms.		
Week of, 2016	Prepare draft of Preliminary Official Statement, if necessary		
Week of, 2016	Apply for bond rating, if necessary		
Week of, 2016	Receive proposals for Escrow Agent and Verification services.		
Week of, 2016	Distribute Preliminary Official Statement to financial community, if necessary		
Week of, 2016	Arrange for escrow investment.		
Week of, 2016	Pricing.		
Day of Pricing	Obtain verification.		
Day of Pricing	File final application for purchase of United States Treasury Obligations - State and Local Government Series or open market securities.		

<sup>\*</sup> Preliminary, subject to change

Day of pricing	Execute Purchase Contract.		
No later than seven days after pricing	Distribute Final Official Statement, if necessary		
Day prior to closing	Deliver Letter of Representations to The Depository Trust Company, if necessary		
Day prior to closing	Deliver Bonds to The Depository Trust Company, if necessary		
TBD	Closing via telephone conference at 11:00 a.m.		
Terms:	Date of Bonds: Date of Delivery [Non-Callable] Multiple rates [DTC only] Interest Payment Dates: and in each year commencing, 20 First Principal Payment:, 20		

## **INSTRUCTION & EDUCATION**

# Office of the Assistant Superintendent of Schools Curriculum & Instruction

### Township of Ocean Schools



**MEMORANDUM FOR:** 

James Stefankiewicz, Ed. D.

FROM:

Melody Ragle

RE:

N.J.A.C. 6A:23B-1.2(c)3

DATE:

May 20, 2016

CC:

Marion Conrad, Ken Jannarone

Below is a Professional Development Activity in accordance with District Policy 6471 and NJAC 6A:23B for BOE approval. The attendance at said activity is fiscally prudent and will promote the delivery of instruction and/or will further the efficient operation of the district.

Reimbursement for travel and related expenses shall be according to the Department of the Treasury guidelines in NJOMB circular 06-02 and A-87.

Last Name	First Name	Subject	Workshop	Date	Fee*
Wilson	Chris	Supv of World Language & Social Studies	ACTFL** Annual Convention & World Languages Expo – Boston MA	11/18-20/2016	\$220
Wilson	Chris	Supv of World Language & Social Studies	National Council for Social Studies Annual Conference – Washington DC	12/1-4/2016	\$200

<sup>\*</sup> Administrator's Account

<sup>\*\*</sup>American Council on the Teaching of Foreign Language

# Office of the Assistant Superintendent of Schools Curriculum & Instruction

#### Township of Ocean Schools



**MEMORANDUM FOR:** 

James Stefankiewicz, Ed. D.

FROM:

Melody Ragle

RE:

N.J.A.C. 6A:23B-1.2(c)3

DATE:

June 3, 2016

CC:

Marion Conrad, Ken Jannarone

Below is a Professional Development Activity in accordance with District Policy 6471 and NJAC 6A:23B for BOE approval. The attendance at said activity is fiscally prudent and will promote the delivery of instruction and/or will further the efficient operation of the district.

Reimbursement for travel and related expenses shall be according to the Department of the Treasury guidelines in NJOMB circular 06-02 and A-87.

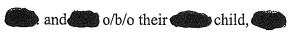
Last Name	First Name	Subject	Workshop	Date	Fee*
Amato	Chris	Asst Principal	NAESP Conference – National Harbor MD	7/5-8/2016	\$404**

<sup>\*</sup> Administrator's Account

<sup>\*\*</sup>Will seek reimbursement for Travel, Hotel and Meals

PURCELL, MULCAHY, HAWKINS, FLANAGAN & LAWLESS, LLC RITA F. BARONE, ESQ. (038211995)
One Pluckemin Way
P.O. Box 754
Bedminster, NJ 07921
(908) 658-3800
Attorneys for Respondent, Ocean Township Board of Education

Our File: 304-23693 (RFB)



Petitioner,

STATE OF NEW JERSEY OFFICE OF ADMINISTRATIVE LAW OAL DOCKET NO. AGENCY REF. NO. 2016-23820

VS.

Ocean Township Board of Education,

SETTLEMENT AGREEMENT

Respondent.

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between and on behalf of their child (collectively referred to as the "Parents") and the Ocean Township Board of Education (the "Board"), (the Board and the Parents collectively referred to as the "Parties").

WHEREAS, is classified by the Board's Child Study Team ("CST") as eligible for special education and related services under the category of Specific Learning Disability pursuant to 20 <u>U.S.C.</u> §1415 <u>et seq.</u> and <u>N.J.A.C.</u> 6A:14-1.1 <u>et seq.</u>; and

WHEREAS, a dispute arose between the Parties regarding the provision of special

education and related services to and

WHEREAS, the Parties desire to settle all outstanding claims, controversies, demands, or causes of action with regard to the claims set forth in the Due Process Petition, and without admitting any deficiencies in the program and placement previously offered by the Board to

WHEREAS, the Parties deem it in their best interests to set forth in a formal written agreement their respective rights, duties and obligations.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and other good and valuable consideration, set forth herein, it is hereby agreed by and between the Parties hereto as follows:

- 1. The Board will contribute to the educational costs (tuition and related services) for to attend the Cambridge School starting in extended school year 2016 through the end of grade year ( ) in an amount not to exceed the rate of tuition issued by the Newgrange School for school year beginning July 1, 2016 (Extended School Year) through the end of the regular school year in June of 2021. The Newgrange School is a State approved School for the Disabled and indicates, for example, that for the 2016-17 school year, the rate of tuition equals \$64,767.39, which includes ESY 2016. The Parents agree to be responsible for the remainder of any tuition and/or related services owed to the Cambridge School above the Board's contribution for the duration of this agreement.
- 2. For the Board's contribution toward educational costs set forth in paragraph 1 above, the Board agrees to Contract with the Cambridge School for tuition and related services costs in an amount not to exceed the rate of tuition issued by the Newgrange School. It is understood that the Board's contribution to educational costs will be "tied" to

Newgrange School's yearly NJDOE determined tuition rate, which could vary. At no point will the Board's contribution toward educational costs (tuition and related services) incurred by Petitioners for to attend the Cambridge School exceed the rate of tuition at the Newgrange School. However, the Board's contribution maybe less depending on the services provided to and the costs incurred for to attend the Cambridge School. The Board's contribution is contingent upon the District being provided monthly attendance records verifying that is attending the Cambridge School and attending related services.

- 3. The Board will also transport to and from the Cambridge School during the duration of this agreement in accord with the Cambridge School's schedule.
- 4. It is agreed that the Board will not be responsible for educational services at the Cambridge School other than contributing to tuition and transportation as noted above. It is agreed that the Board will not provide with an IEP during the entire duration of this agreement. The Board will also not be responsible for having the student tested through the PARCC assessment at the request of the Parents.
- 5. The Board also agrees to reimburse the Parents for attorney fees and costs in the amount of \$5,000.00 (five thousand), which will be verified through a statement of services provided by the Parents' attorney. Payment of such will be made directly to the Parents, within 45 days of Board approval of this agreement and receipt of statement of services and proof of payment of such fees.
- 6. In the spring of (2019) and in the spring of (2021), Petitioners will agree to make (2021) available for evaluations in the areas of psychological, educational, speech and language and occupational therapy. The

- evaluations shall take place at the Board offices.
- 7. The Parties agree that the contribution toward tuition and related services and provision of transportation as set forth in the above paragraphs fulfills the Board's complete obligation to provide with a free and appropriate education for entire duration of the settlement agreement through June of 2021. In the event that no longer attends Cambridge during the term of this Agreement, the Parents of have the right to have attend another NJDOE approved or accredited school during the term of this Agreement provided the Board's contribution to educational costs and costs for provision of transportation do not exceed costs herein. Should the educational costs and/or the transportation costs exceed the Board's obligations in this Agreement, the Parents have the option to fund the difference in educational costs or transportation or both. If the educational costs and/or the transportation costs are less than the Board's obligations as stated in this Agreement, the Board will gain the benefit of the lesser costs whether same be in educational costs or transportation or both.
- 8. This Agreement is made without any admission of liability or responsibility by the Board and shall not be construed as an admission by the Board that it did not, at all times relevant hereto, properly perform its duties and obligations regarding evaluation, programming and placement for in accordance with the law. The placement by the Parents of at an out of district school was unilaterally decided by the Parents and is not the recommended placement by the Board's Child Study Team (CST). The Board affirmatively states that it believes that the IEP it has proposed through its CST would provide a free and appropriate education in the least restrictive environment. This

- Agreement is a compromise of disputed claims by the Board in order to avoid the cost and expense of litigation only and is not an admission of liability.
- 9. The Parents, individually, and on behalf of , hereby release, acquit and forever discharge the Board, its current and former members, officers, directors, servants, employees, agents, successors, attorneys, assigns and affiliates, of and from any and all issues, causes of action, claims, liabilities, demands, indemnities, which have accrued regarding education from the date of enrollment in the Ocean Township School District and for the duration of this Agreement, including, but not limited to, any and all claims and demands directly or indirectly arising from or in any way connected with the Board's obligation to provide a free and appropriate public education, claims for compensatory education, related services, transportation costs, any and all tuition for attendance at an out of district school beyond those set forth in the above paragraphs, tutoring costs, evaluations costs, damages (whether compensatory, incidental, punitive or otherwise), experts' fee or costs, and/or attorney's fees or costs not set forth herein that they have or may have raised against the Board; whether such claims arise under the IDEA through a petition for due process or a request for a complaint investigation, or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.; N.J.S.A. 18A:46-1; N.J.A.C. 6A:14-1, et seq.; 42 U.S.C. §1983; the New Jersey Law Against Discrimination; the Americans with Disabilities Act; and any regulations promulgated under any of the aforementioned laws, or any other State or Federal law, statute, rule or regulation, and regardless of the forum for the claim. The Parents specifically waive their right to reimbursement for attorneys' fees and costs not set forth herein pursuant to the IDEA/Section 504, and/or any other State or Federal law, statute,

- rule or regulation, and regardless of the forum for the claim.
- 10. The Parents agree to indemnify and hold harmless as to this Agreement the Board, their current and former members, officers, directors, agents, servants, employees, successors, attorneys, assigns and affiliates, of and from any and all claims, liabilities, demands. causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, initiated by upon reaching age of majority arising out of or in any way related to agreements, events, acts omissions or conduct which relate or are premised upon the Parents' unilateral placement of including but not limited to: any and all such claims and demands directly or indirectly arising from or in any way connected with the Board's obligation to provide with an appropriate education through to the present; claims pursuant to any federal, state or local laws or cause of action; claims pursuant to federal and state special education laws including but not limited to, the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et seq; N.J.S.A. 18A:46-1, et seq.; N.J.A.C. 6A:14-1, et seq. upon reaching the age of majority, the Board shall be permitted to hire counsel of its own choice at the sole cost of the Parents, if this Agreement is challenged.
- 11. The Parties covenant not sue, initiate, or continue any legal or administrative proceeding or appeals with regard to any or all claims released herein, provided, however, that this shall not preclude any claims pertaining to breach or enforcement of this Agreement.
- 12. Parents and the Board shall each bear their own costs, expenses, attorney's fees, and any other costs not set forth herein, pursuant to 20 U.S.C. §1415 or another other federal or state statute. It is further agreed that neither party shall be considered a "prevailing

- party" for any purpose.
- 13. This Settlement Agreement and Release represents the entire Agreement between the parties and will not be modified in whole or in part except by a mutual subsequent written and signed Agreement. It is acknowledged that this Agreement has been entered into freely, willingly and voluntarily, without duress or coercion, and with the opportunity to consult with counsel of each party's choosing and option. Parents did consult with Michael Inzelbuch, Esq. Esq., and the Board did consult with counsel, Rita Barone, Esq. and the Parties are fully satisfied with the services rendered by their respective counsel in this matter. The Parties acknowledge that they were represented by competent representation, that they understand the contents of this Settlement Agreement and Release, and that each party hereto will be responsible for bearing the costs of their own attorneys' costs, not set forth herein, and any other costs pursuant to 20 U.S.C. §1415 or any other Federal or State Statutes.
- 14. Petitioners hereby state that they are signing this Agreement voluntarily of their own free will and not under duress or coercion of any kind.
- 15. This Agreement shall be construed fairly according to the plain language of its terms and not for or against any party hereto.
- 16. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns are also bound. This agreement is made for the benefit of all parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, representatives, employees, agents, attorneys, successors or assigns.
- 17. The terms of this Agreement shall be held in strictest confidence by all Parties and shall

not be publicized or disclosed in any manner whatsoever, except that: (a) either party may disclose this Agreement in confidence to their attorneys, accountants, auditors, tax preparers; (b) the Board may disclose this Agreement as necessary to fulfill its obligation under the Open Public Record Act, as well as all other standard or legally required reporting or disclosure requirements; and (c) as necessary with regard to any proceeding for the enforcement of this Agreement or as required by law;

- 18. This Agreement constitutes the full and complete agreement of the Parties hereto with respect to its subject matter, it supersedes any prior or contemporaneous representations, whether oral or written, and it may not be modified or amended except by a written instrument signed by all parties hereto.
- 19. The Parents warrant that they are fully entitled and duly authorized to give this complete and final general release and discharge on behalf of themselves and on behalf of their child
- 20. This Agreement is subject to review and approval by the Board of Education at its next regularly scheduled meeting **on June 7, 2016** following its execution by the Parents and is not effective as to the Board without said approval. In the event that the Board fails to approve this Agreement, the failure to approve the Agreement shall be without prejudice to either party's position and shall not be used as evidence by either party in any subsequent proceeding.
- 21. This Agreement shall be governed by the laws of the State of New Jersey. The Parties agree that the courts of the State or District Court of New Jersey shall be the sole forum in which any legal action concerning or relating to this agreement shall be brought.
- 22. In the event that any provision of this contract is held to be void or unenforceable by any

court or regulatory authority having jurisdiction thereof, such ruling will not affect the validity of this contract; the remaining provisions shall continue to be in full force and effect.

- 23. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations.
- 24. This Agreement may be executed in one or more original, emailed or telecopied counterparts, all of which together shall be one instrument, and all of which shall be considered duplicate originals.
- 25. This Agreement may only be amended in writing by way of a document signed by all Parties and counsel.
- 26. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to obtain the full force and effect of the basic terms and interest of this Settlement Agreement and General Release.

FOR The Ocean Township Board of Education

BY:	DATED:
Joseph Hadden, Board President	
Witnessed:	
BY:	DATED:

Kenneth Jannarone, Board Secretary	
PARENTS	
BY:	DATED:
BY:	DATED:

## **PERSONNEL**

### **CUSTODIAN**

Title: Custodian

**Department**: Maintenance and Grounds

**Reports to:** Director of Facilities and the Head Custodian

Supervises: N/A

### Position Purpose & Objective:

To provide students and staff with a clean, safe, attractive, comfortable, and efficient educational environment.

### Qualifications:

1. No prior criminal convictions.

- 2. Must be able to operate machinery to clean, wax and scrub floors.
- 3. Ability to read and write, and to follow written and oral instructions.
- 4. Be adaptable to working around children.
- 5. Have the necessary skills in the position.
- 6. Have a Black Seal Boiler License or in the process of applying for one.
- 7. Pass the required physical and mental examinations.
- 8. Have the ability to handle furniture, equipment, items and/or packages weighing up to 75 pounds without assistance.
- 9. Provide evidence that health is adequate to fulfill the job functions and responsibilities, with reasonable accommodation pursuant to 42 U.S.C. 12101 and in accordance with N.J.A.C. 6:3-4A-4
- 10. Pass the State required Mantoux Intradermal Tuberculin Test as required by N.J.A.C. 6:3-4A-4.
- 11. Exemplary conduct and behavior.
- 12. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.
- 13. Minimum experience as determined by the Board.

### **Essential Job Functions:**

- 1. Shovels snow, salt/sand walks and steps.
- 2. Keep building and premises, including sidewalks, driveways and play areas neat and clean at all times.
- 3. Keep the grounds free from rubbish, including the Main Entrance and all exit door areas.
- 4. Inspect playground and its equipment daily.
- 5. Check daily to insure that all exit doors are operating, and all panic bars are working properly during the hours of building occupancy. Panic bars are to remain in the engaged position all day.
- 6. Sweep and wet-mop floors, and/or vacuum carpet in classrooms daily, dust furniture, window sills, chalk rails daily.
- 7. Clean corridor floors after school each day, and during the day when their condition requires

it.

- 8. Scrub, hose down, and disinfect bathroom floors daily, clean all sanitary fixtures, paper towel dispensers and drinking fountains daily.
- 9. Keep all floors in a clean, attractive condition and in a good state of preservation.
- 10. Promptly report major repairs needed to the Head Custodian.
- 11. Immediately report any damage caused to school property to the Head Custodian.
- 12. Remain on school premises during school hours, and during non-school hours when the use of the building has been authorized and custodial attendance is required by the Head Custodian.
- 13. Assumes responsibility for the opening and closing of the building each day, and for determining before leaving, that all doors and windows are secured and all lights, except those left on for safety reasons, are turned off, and setting the security alarm before leaving.
- 14. Conducts an ongoing program of general maintenance, upkeep and repair.
- 15. Move furniture or equipment within building as required for various activities and as directed by the Head Custodian.
- 16. Complies with local laws and procedures for the storage and disposal of trash, rubbish, recyclable trash and waste.
- 17. Performs related duties as required by the Head Custodian.
- 18. To assume other duties and responsibilities as directed by the Building Principal.
- 19. Such alternative to the above job functions as the Board may find appropriate and acceptable.
- 20. Operates heat, ventilation, and air conditioning systems to provide temperature appropriate to the season and to ensure economical use of fuel, water, and electricity.
- 21. Obeys all fire/safety and environmental laws and regulations relating to the building operation.

### Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job:

Unless reasonable accommodations can be made, while performing this job the staff member shall:

- 1. Use strength to lift items needed to perform the functions of the job.
- 2. Sit, stand and walk for required periods of time.
- 3. Speak and hear.
- 4. Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
- 5. Communicate effectively in English, using proper grammar and vocabulary. American Sign language or Braille may also be considered as acceptable forms of communication.
- 6. Reach with hands and arms and use hands and fingers to handle objects and operate tools, computers, and/or controls.

### Custodian (Continued)

### **Environmental Demands:**

The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

- 1. Exposure to a variety of childhood and adult diseases and illnesses.
- 2. Occasional exposure to a variety of weather conditions.
- 3. Exposure to heated/air conditioned and ventilated facilities.
- 4. Exposure to a building in which a variety of chemical substances are used for cleaning, instruction, and/or operation of equipment.
- 5. Function in a workplace that is usually moderately quiet but that can be noisy at times.

### **Auxiliary Job Functions:**

- 1. Demonstrate aptitude for successful fulfillment of assigned performance responsibilities.
- 2. Regulates heat, ventilation, and air conditioning systems to provide temperatures, appropriate to the season and to insure economical usage of fuel, water and electricity.
- 3. Raises the United States Flag at or before 8 a.m. on each school day, and lowers it at or after 3:30 p.m.
- 4. Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
- 5. Replaces ceiling tiles throughout school as needed.
- 6. Cleans all chalkboards at least once a week, and more frequently if necessary
- 7. Conducts periodic inspections and tests of all electrical installations in the school to insure their safe condition.

### **Terms of Employment:**

- 1. Twelve-month work year.
- 2. Work year to be established by the Board.
- 3. Salary to be established by the approved agreement between the Township of Ocean Education Association and the Board of Education.
- 4. Hours to be assigned by the Head Custodian and or Director of Facilities.
- 5. Required criminal history background check.

#### Evaluation:

Performance of this job will be evaluated annually in accordance with the provisions of the Board's policy on evaluation of support personnel.

Source:

Regular Board Meeting

Date:

December 9, 2003

December 2009 June 28, 2016

### James G. Loizos 1628 Melville Street, Oakhurst, New Jersey 07755

(732) 433-3224 jloizos216@yahoo.com

### **EXPERIENCE**

# Police Officer, Township of Ocean Police Department, Oakhurst, New Jersey March 1995 to March 2016

- Deter, Detect, and properly resolve criminal activity, motor vehicle violations, respond to calls for service, and other situations that require police action
- Maintain order and keep the peace through enforcement of laws and social norms
- Responsible for providing stringent inspection and measures to curb criminal activities
- Complete reports documenting crimes and other incidents
- Respond and assist in all fire and first aid calls for service

# Detective, Township of Ocean Police Department, Oakhurst, New Jersey January 2002 to October 2012

- Investigate any and all crimes that need further investigation after patrol documentation
- Complete all required documentation including arrest and court paperwork
- Investigate all juvenile crimes including but not limited to sexual assaults, and child abuse
- Interview and document all victim witness statements
- Interrogate and document all suspects of crimes
- Testify for all Grand Jury Municipal and Superior Court Trials
- Document and Track all Megan's Law Offenders

## Dispatcher, Township of Ocean Police Department, Oakhurst, New Jersey March 1991 to March 1995

Responsible for answering all incoming phone calls to the police department, dispatching officers to calls for service, and monitoring officers on all calls including motor vehicle stops

## Kozicky Real Estate, 45 SH35, Eatontown, N.J. March 1986 - March 1991

Sales Associate: Sale and Lease of Residential and Commercial Properties

### Township of Ocean Board of Education January 1985 - March 1991

Assistant Wrestling Coach/ Long Term Substitute Teacher

### **TRAINING**

Child Abuse Multi-diciplinary Team: - 4/05/2012 Mental Health Initiative Training: 11/01/2010 Gang Investigative Training: 10/09/2009

ERD Diver 1 Training: 09/08/2009 Bias Crime Training: 08/19/2009 Alcotest Certification: 08/06/2008

Computer/Cyber Crimes Training: 05/01-02/2008 Sudden Infant /Death Syndrome Training: 05/22/2008

Sexual Assault Response Team Training: 10/22/2007, 11/20/2002

Internet Safety: 06/18/2007

Multidisciplinary Team Training: 11/29/2006, 11/18/2004 Realizing Potential and Changing Lives: 11/17/2006 S.C.U.B.A. Rescue Diving Training: 03/23/2007

Surface Ice Rescue Training: 03/10/2007, 02/24/2997

Safe Schools Symposium: 10/04/2005 S.W.A.T./Sniper Symposium: 01/19/2005

REID Advanced School of Interview and Interrogation: 10/27/2003

D.A.R.E. Program Certification: 03/04-03/18/2003 Top Gun Narcotics School: 06/06-06/13/2003 Crime Prevention School: 03/04-03/08/2002

Domestic Preparedness: 02/16/2002

S.W.A.T. 1 Basic Tactics and Operations: 04/01-04/05/2001

Investigating Water Related Deaths: 02/07/1999 Interviewing Victims of Child Abuse: 10/15/1998 S.W.A.T. High Speed Room Entries: 06/29/1998

Breathylzer Training: 04/13-04/17/1998

### **AWARDS**

Exceptional Service: 01/14/1996

Honorable Service: 09/12/2012, 06/21/2010, 04/2006

Unit Citations: 08/13/2013, 11/11/2006, 12/2005,03/08/2002, 1996, 09/17/1998

Investigative Excellence: 05/23/2011, 11/16/2010, 11/11/2010, 06/26/2009, 07/2008, 10/31/2006

Commendation Certificates: 04/05/2011, 05/02/2012, 08/13/2013

### **EDUCATION**

Monmouth County Police Academy Basic Police Course, Freehold, New Jersey March 1995 to June 1995

Maecom School of Real Estate Eatontown, New Jersey January 1986 to March 1986

North Carolina State University, Raleigh, North Carolina September 1980 to December 1985

Ocean Township High School, Oakhurst, New Jersey September 1976 to June 1980

**Voluntary Duties:** Honor Guard, Ocean Township/Monmouth County Emergency Response Teams, Ocean Township/Monmouth County S.C.U.B.A. Teams, Megan's Law Officer, Motor Unit, and Bicycle Unit.

### Ashley Reamer 121 Lindbergh Dr Brick, NJ 08724

Phone: 609-760-6428 Email: ashlin1126@aol.com

**Objective:** I am an enthusiastic English/Language Arts and Special Education educator seeking to enhance my involvement on the Intermediate and High School level.

### **Education:**

William Paterson University, Wayne, NJ:

- Bachelor of Humanities and Social Sciences in English Major: English Writing Minor: English Literature
- Bachelor of Arts in Secondary and Middle School Education
- Certificate of Eligibility with Advanced Standing, English, K-12 May 2012
- Endorsement: Teacher of Students with Disabilities, K-12 May 2013
- Praxis passed October 16<sup>th</sup>, 2011: English Language, Literature, and Composition: Content Knowledge
- GPA: English major: 3.28; overall: 3.06; Secondary Education: 3.5; Special Education Endorsement 3.96

### **Teaching Experience:**

- 8<sup>th</sup> grade Language Arts Resource Teacher at George Washington Middle School, Wayne, NJ. 7<sup>th</sup> grade In-class Support for Language Arts and Social Studies: September 2014-Present
- Practicum and Student Teaching for Secondary Education/English: 8th grade language arts in Haledon, NJ at Haledon Public School. My experience was for 8 months. I prepared students for the NJASK, developed over 15 lesson plans, taught an entire novel unit and created a final project. I worked with students on grammar, persuasive writing, expository writing, and narrative writing. I also attended writer's workshops through Haledon Public Schools with Gravity Goldberg.
- 10 week program in Pennsauken, NJ; observing and teaching in a 7<sup>th</sup> grade language arts inclusion classroom (Special Education Practicum).
- Moorestown School District Substitute; January 2013-2014. I have worked in the Elementary Schools along with the High School in various subjects such as English, Business Finance, and Statistics.
- I am familiar with the Common Core Standards for English/Language Arts, preparation for the 7<sup>th</sup> and 8<sup>th</sup> grade LA NJASK Assessment, and Bloom's Taxonomy.
- Teaching Assistant in Medford Lakes in a third grade classroom. One-on-one experience, along with performing lessons with the students.

Professional Development: NJEA Teaching Convention 2014: Teach Your Students to PARCC Close for Success; Writing and the Common Core: How to Do It All. NJEA: CCSS: English Language Arts for Grades 6-12. (Through William Paterson University) School Law Seminar with Dr. James Kane; Effective Classroom Management Seminar; Writers Workshop with Dr. Gravity Goldberg. Special Education Courses: SPC 5640 Managing Challenging Behaviors; SPC 5550 Education Found in Diverse Society, SPC 5800 Collaboration with School, Home, and Community, SPC 5660 Assistive Technology; SPC 5820 Universal Design for Teachers.

Marisa Ct., Ocean, NJ 07712 stuppi@yahoo.com

H: 732.660.0885 C: 732.245.2971

**Education:** 

1989 – B.S. Business Administration concentration Finance, minor in Economics. San Jose State University, San Jose, California

Work

Experience:

9/2015 -Present

EXECUTIVE ASSISTANT - New Visual Media Group, LLC., Eatontown, NJ

Support Principal Owner and Engineers in day to day tasks including managing the office, purchase order management, communicate with various vendors, research new vendors, calendar management, travel arrangements, order office supplies, ship packages, answer phones, and main point of contact for company-wide human

resources related issues.

1/2013 -

ADMINISTRATIVE ASSISTANT (Part Time) - D&R Lathian, LLC., Eatontown, NJ

9/2015 **Present** 

Main Admin/Receptionist for small medical marketing firm. Liaise with 3 partners and multiple VP's on a daily basis, engage in marketing communication via various vehicles in an attempt to contact potential clients, update proposal, make conference and travel reservations, leverage applications to assess reachability of clients via email, order office supplies, prepare and send UPS packages.

7/2009 -12/2012

FILE CLERK (Part Time) - West Park Pediatrics, Ocean Township, NJ

Answer phones, schedule appointments, check in/out patients, pull charts for patient visits, make confirmation calls, file reports into charts, contact hospitals and/or labs for reports and results, liaise with physicians and nurses on a daily basis.

1/1998-1/2002

SAP GLOBAL DESIGN TEAM LEAD - Bristol-Myers Squibb Company, Princeton, NJ

Global Design Team Lead for implementation of SAP Sales and Distribution module (R2/R3). Conducted business analysis, matched those requirements to SAP and configured the system accordingly. Wrote ABAP program specifications when design gaps existed. Designed and executed extensive test plan. Implemented SAP throughout European distribution sites.

1/1995-1/1998

SAP CONFIGURATION DESIGNER – Roche Vitamins and Fine Chemicals, Parsippany, NJ

Design Team Member of a global Logistics and Administration foundation project focusing on the order to cash process of the Sales and Distribution module. Performed "as-is" and "to-be" business analysis. Prepared functional design requirements for global user sign-off. Configured SAP according to design requirements. Assisted in integration testing for subset of interfaces, documenting projected and actual results.

3/1994-1/1995

PC INSTRUCTOR - Catapult Incorporated, Parsippany, NJ

Conducted training classes at client locations and Catapult offices in various software packages, as well as PC uses and basic LAN concepts.

References available upon request.