



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
9 Quakerbridge Plaza
P.O. Box 049
Trenton, New Jersey 08625-0049
(609) 438-6316

Barry E. Moscowitz
Acting Director and Chief
Administrative Law Judge

Candice Hendricks
Assistant Director

October 17, 2024

By E-mail: opra+request-67867-02d03bd1@requests.opramachine.com

Anonymous

Re: OPRA Request

Dear Requestor:

The Office of Administrative Law ("OAL") received your request under the Open Public Records Act on October 15, 2024. You requested:

"1) C09-24 Probable Cause Notice Sent in 2024

2) All public documents related to cases School Ethics Commissions cases C09-24 that were sent to the Office of Administrative Law"

In response to your request, please see attached responsive records.

Sincerely,

/s/Candice G. Hendricks
OPRA Custodian/Assistant Director
Judicial Standards and Procedures

State of New Jersey
Office of Administrative Law
GOVERNMENT RECORDS REQUEST FORM

Important Notice

Page two of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information – Please Print

First Name Anonymous MI _____ Last Name _____
Company _____
Mailing Address _____
City _____ State NJ Zip _____ Email opra
+request-67867-02d03bd1@requests.opramac
hine.com
Business Hours Telephone: Area Code _____ Number _____
Preferred Delivery: Pick Up _____ US Mail _____ On Site Inspect _____ Email X
Circle One: Under penalty of *N.J.S.A. 2C:28-3*, I certify that I **HAVE / HAVE NOT** been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.
Signature Anonymous Date 10/17/2024

Payment Information

Maximum Authorization Cost \$ _____
Select Payment Method
Cash _____ Check _____ Money Order _____
Fees: \$.01/page (500 pages or over)
Delivery: Delivery/postage fees additional depending upon delivery type.
Extras: Extraordinary service fees dependent upon request.

Record Request Information: To expedite the request, be as specific as possible in describing the records being requested. Also, please include the type of access requested (copying or inspection), and if data, the medium requested.

Records requested:

- 1) C09-24 Probable Cause Notice Sent in 2024
- 2) All public documents related to cases School Ethics Commissions cases C09-24 that were sent to the Office of Administrative Law

AGENCY USE ONLY

Est. Document Cost _____
Est. Delivery Cost _____
Est. Extras Cost _____
Total Est. Cost _____
Deposit Amount _____
Estimated Balance _____

Deposit Date _____

AGENCY USE ONLY

Disposition Notes
Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.

In Progress - Open _____
Denied - Closed _____
Filled - Closed _____
Partial - Closed _____

AGENCY USE ONLY

Tracking Information

Tracking # _____
Rec'd Date 10/15/2024
Ready Date 10/17/2024
Total Pages _____

Final Cost

Total _____
Deposit _____
Balance Due _____
Balance Paid _____

/s/Candice G. Hendricks
Custodian Signature

10/17/2024
Date

Requesting Access to Government Records Under the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.)

1. This form should only be used to submit records requests to the Office of Administrative Law.
2. In order to request access to government records under OPRA, you must complete and date this request form and deliver it in person during regular business hours or by mail, fax or electronically to the records custodian of the Office of Administrative Law. Your request is not considered filed until the custodian has received a completed request form. If you submit the request form to any other officer or employee of the Office of Administrative Law, that officer or employee may not have the authority to accept your request form on behalf of the Office of Administrative Law and your request will be directed to the records custodian. The seven-business-day response time will not commence until the custodian reviews the request to determine if it is complete.
3. If you submit a request for access to government records to someone other than the records custodian, do not complete the Office of Administrative Law request form, or attempt to make a request for access by telephone; the Open Public Records Act and its deadlines, restrictions and remedies will not apply to your request.
4. The fees for duplication of a government record in printed form are listed on the front of this form. We will notify you of any special charges, special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by check or money order payable to the State of New Jersey.
5. If it is necessary for the records custodian to contact you concerning your request, providing identifying information, such as your name, address and telephone number or an e-mail address is required. Where contact is not necessary, anonymous requests are permitted, except that anonymous requests for personal information are not honored.
6. **You may be charged a 50% or other deposit when a request for copies exceeds \$25.** The custodian will contact you and advise you of any deposit requirements. Anonymous requests, when permitted, require a deposit of 100% of estimated fees. You agree to pay the balance due upon delivery of the records.
7. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, and who is seeking government records containing personal information pertaining to the person's victim or the victim's family.
8. By law, the Office of Administrative Law must notify you that it grants or denies a request for access to government records within seven business days after the records custodian receives the request, provided that the record is currently available and not in storage. If the record requested is not currently available or is in storage, the custodian will advise you within seven business days when the record can be made available and the estimated cost. You may agree with the custodian to extend the time for making records available, or granting or denying your request.
9. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.
10. If the Office of Administrative Law is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form and send you a signed and dated copy.
11. Except as otherwise provided by law or by agreement with the requester, if the records custodian fails to respond to you within seven business days of receiving a request form, the failure to respond will be considered a denial of your request.
12. If your request for access to a government record has been denied or unfilled within the time permitted by law, you have a right to challenge the decision by the Office of Administrative Law to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint in writing with the Government Records Council (GRC). You may contact the GRC by toll-free telephone at 866-850-0511; by mail at PO Box 819, Trenton, NJ 08625; by e-mail at grc@dca.state.nj.us; or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law.
13. Information provided on this form may be subject to disclosure under the Open Public Records Act.



State of New Jersey

DEPARTMENT OF EDUCATION

PO Box 500

TRENTON, NJ 08625-0500

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

KEVIN DEHMER
Acting Commissioner

September 4, 2024

Deputy Clerk
Office of Administrative Law
33 Washington Street
Newark, NJ 07102

RE: In the Matter of Chari Chanley, Monroe Board of Education, Middlesex
County, School Ethics Commission Docket No. C09-24

Dear Clerk:

Pursuant to N.J.A.C. 6A:28-9.8(a)(2), the School Ethics Commission (Commission) is transmitting the file in connection with the above-captioned matter. The Deputy Attorney General assigned to this matter will prosecute all alleged violations of the School Ethics Act on behalf of the Commission. Please open a file as a contested case and assign an administrative law judge for a hearing.

If you have any questions, please feel free to contact our office at (609) 376-9115.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brigid C. Martens", with a long, sweeping horizontal line extending to the right.

Brigid C. Martens, Director
School Ethics Commission

Enclosures

c: Chris Weber, DAG, Education Section Chief
Patrick F. Carrigg, Respondent's Attorney
Surendra Vallabhaneni, Complainant

NAME OF

:

COMPLAINANT(S):

:

BEFORE THE SCHOOL

SURENDRA VALLABHANENI

v.

:

ETHICS COMMISSION

NAME OF RESPONDENT(S):

OF NEW JERSEY

CHARI CHANLEY

SCHOOL ETHICS ACT

COMPLAINT FORM

:

:

I, Surendra Vallabhaneni, residing at

request the School Ethics Commission to consider a complaint against the

above-named Respondent, Chari Chanley, whose home address is 4 Citadel Cir.

Monroe Township, NJ 08831, in accordance with the authority of the School Ethics

Commission to entertain such complaints under N.J.S.A. 18A:12-21 et seq.

The facts upon which this complaint is based are as follows:

COUNT 1

1. Statement of facts:

Chari Chanley is employed as the Superintendent of Schools in the Monroe Township School District (Middlesex County). Ms. Chanley's husband, Kenneth Chanley, is employed in the district as a social studies teacher at Monroe Township Middle School (MTMS). Prior to September 2023, Kenneth Chanley taught social studies at Monroe Township High School (MTHS). Since becoming permanent Superintendent, Ms. Chanley has recommended and approved actions related to the employment matters of her husband, Kenneth Chanley.

At the August 16, 2023 (**Exhibit A**), November 15, 2023 (**Exhibit B**), December 6, 2023 (**Exhibit C**), and January 17, 2023 (**Exhibit D**) board meetings, Ms. Chanley recommended that her husband provide students with home instruction for additional compensation.

COUNT 1

Date of occurrence: August 16, 2023, November 15, 2023, December 6, 2023, and January 17, 2024.

I assert this to be a violation of: 18A:12-24 (a)" No school official or member of his immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the

proper discharge of his duties in the public interest." I also assert this to be a violation of 18A: 12-24 (b) "No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his *immediate family* or others". I also assert this to be a violation of 18A: 12-24 (c). "No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family." By recommending that her husband, Kenneth Chanley, provide home instruction for additional compensation, Chari Chanley has violated 18A:12-24 (a), 18A: 12-24 (b), and 18A:12-24 (c). In relevant case law, included within this complaint, the SEC has previously ruled that School Administrators and elected Board of Education members should not be involved in recommendations, discussions, or negotiations regarding the employment of immediate family members.

COUNT 2

2. Statement of facts:

On August 16, 2023, Ms. Chanley recommended professional development for herself to attend the District Administration Leadership Summit in Naples, FL in December 2023 (**Exhibit A**). On January 17, 2024, Ms. Chanley also recommended professional development for herself to attend the NJASA TechSpo 2024 conference in Atlantic City,

NJ in late January 2024 (**Exhibit D**). Professional development comes with costs to the district, reimbursements to the employee and other personal benefits (i.e. travel, specific destinations, accommodations, meal reimbursement, etc.). Furthermore, on January 25, 2024, the following OPRA request was made to the school district: "A copy of all paid trainings taken by Superintendent Chari Chanley for year 2023. Please include certificates of completion, proof of completion, payments, requests for training." On January 31, 2024, the school district replied it had "no responsive records" (**Exhibit F**). This is a clear violation of school district Policy 3240, which applies to both teaching staff and school leaders. According to Policy 3240, Ms. Chanley was required to submit a written request for this training and evidence that training was completed (**Exhibit G**). Instead, it appears that the school district approved reimbursement for Ms. Chanley's trip to Florida in December 2023 without requiring her to submit a written request to have professional development there. In fact, there is no evidence Ms. Chanley underwent professional development on this trip to Florida, which gives the impression that this trip was essentially a taxpayer-funded vacation. This conduct creates a justifiable impression among the public that the public trust has been violated—especially when Ms. Chanley recommended the board approval of this trip for her own personal benefit.

Date(s) of occurrence: August 16, 2023 & January 17, 2024

COUNT 2

I assert this to be a violation of 18A:12-24 (a)" No school official or member of his immediate family shall have an interest in a business organization or engage in any



business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest.” I also assert this to be a violation of 18A: 12-24 (b) “No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others”. I also assert this to be a violation of 18A: 12-24 (c). “No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family.” By recommending professional development for herself, Ms. Chanley has violated sections 18A:12-24 (a), 18A: 12-24 (b), and 18A:12-24 (c) of the School Ethics Act.

COUNT 3

3. Statement of facts:

As a social studies teacher at the Monroe Township Middle School (MTMS), Kenneth Chanley reports to Danielle Drust, Supervisor of Science and Social Studies. Kenneth Chanley also reports to Dr. James Higgins, Principal of MTMS and Patricia Smith who has served as both Vice Principal and Acting Principal of MTMS. On August 16, 2023



(Exhibit A), October 18, 2023 (Exhibit E), and November 15, 2023 (Exhibit B), Chari Chanley recommended professional development for her husband's supervisor, Danielle Drust. On November 15, 2023 (Exhibit B) and January 17, 2024 (Exhibit D), Chari Chanley recommended leaves of absence for her husband's other supervisor, Principal Dr. James Higgins. On November 15, 2023, Ms. Chanley also recommended Vice Principal, Patricia Smith, to serve as Acting Principal thereby giving her direct oversight over her husband, Kenneth Chanley, during Dr. Higgins' leave of absence (Exhibit B).

Date(s) of occurrence: August 16, 2023, October 18, 2023, November 15, 2023, and January 17, 2024.

COUNT 3

I assert this to be a violation of 18A:12-24 (a)" No school official or member of his immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest." I also assert this to be a violation of 18A: 12-24 (b) "No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others". I also assert this to be a violation of 18A: 12-24 (c) "No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that

is or creates some benefit to the school official or member of his immediate family." By recommending board approval on the employment matters concerning her husband's supervisors, Ms. Danielle Drust and Dr. James Higgins, Ms. Chari Chanley violated 18A:12-24 (a), 18A: 12-24 (b), and 18A:12-24 (c) of the School Ethics Act.

It is reasonable to believe that recommending or not recommending items for her spouse's supervisors could appear to have a direct impact on her husband's employment and future financial gain. The Commission was clear in **decision C15-93** when it stated, "Regarding other employment issues that may arise concerning the administrators, the Commission previously concluded in *School Ethics Commission v. Gunning*, C15-93 (September 22, 1994), that a board member violated N.J.S.A. 18A:12-24(c) of the Act when he voted on the superintendent's raise when his spouse was employed as confidential secretary to the superintendent. The Commission finds that in the present circumstances as well, there is an opportunity for the spouse's employment to be affected in terms of the way the administrators treat and evaluate the spouse, although perhaps not in terms of affecting the contractually determined salary. Therefore, the Commission concludes that the board member and his spouse will have at least a personal involvement in the employment issues of the supervising administrators that constitutes a benefit to them. The board member and the spouse may also have a financial involvement in other issues involving the employment of his spouse's supervisors that might reasonably be expected to impair his or her objectivity if increments are based on performance evaluations. Therefore, the Commission advises that the board member would violate N.J.S.A. 18A:12-24(c) of the Act if he were to

participate in discussions and vote on employment issues concerning the administrators who supervise his or her spouse after they are appointed."

Relevant Case Law

In A13-20, the Commission determined that a superintendent could not recommend a relative employed in the district for a promotion.

In the opinion, the superintendent reported to the Commission that his sister-in-law was employed in the district as a lunch aide and was a member of the local education association. According to the information contained in the request, the sister-in-law's employment pre-dated the superintendent's employment in the district by more than a year.

According to the advisory opinion, the sister-in-law applied for a secretarial position in the district and seemed well qualified. In providing the advisory opinion, the School Ethics Commission specifically noted the following information from the superintendent's request:

"You further inform the Commission that your sister-in-law has applied for a secretarial position within the District, 'went through a complete vetting process with both building principals,' and 'was selected as the finalist based on being most qualified and job ready.' In addition, '[b]oth principals have knowledge of [her] prior work ethic and attendance from their evaluations' in her role as a lunch aide, and you note 'all [are] superb.'"

The SEC determined that recommending his sister-in-law for a promotion to a secretarial position would violate the School Ethics Act, including *N.J.S.A. 18A:12-24(b)* and (c), which provide, respectively:

b. No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;

c. No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family.

The SEC concluded that the public would reasonably perceive his sister-in-law's promotion as securing an unwarranted privilege, advantage, or employment for an "other," and that the sister-in-law was free to pursue secretarial positions in other school districts or at a time when the requestor was not the chief school administrator. In closing, the SEC noted that as superintendent, the requestor has direct or indirect supervisory authority over every employee in the district and therefore had an obligation to recuse himself from any employment actions involving the sister-in-law as a lunch aide, including her evaluation, retention, and possible future promotions, **and he may not make any recommendations relative to these issues.**

Advisory Opinion—A22-13

The Commission considers an involvement personal whenever a school official has a personal relationship that appears to take precedence over the best interests of the district. A benefit can be something of intrinsic value, but no monetary worth. In this set of facts, co-owning a home and sharing a close familial bond establishes a sufficient dual nexus to suggest that there is a personal as well as financial benefit to the Board member. The Commission finds that such a relationship prohibits the Board member from negotiating a collective bargaining agreement when his relative is a member of the District union because the personal involvement might reasonably be expected to impair his objectivity. It is clear that the public trust would be violated by allowing the Board member to negotiate his father-in-law's contract or to participate in any future discussions and vote concerning his father-in-law's subsequent appointments or promotions. Therefore, the Commission finds that the Board member would violate N.J.S.A. 18A:12- 24(b) and (c) if he were to negotiate with the local education association when his father-in-law is a member of that association.

Advisory Opinion—A29-12

According to Advisory Opinion, A29-12, "It is not clear from your request whether the Board member's daughter is a dependent child, and thus within the definition of an 'immediate family member.' However, she is, nevertheless, a 'relative' under the Act. See, N.J.S.A. 18A:12-23. In addition, the daughter serves under a non-curricular contract for which stipends are a traditionally bargained for line item during negotiations of the yearly agreement and reports to the Athletic Director who reports to the

Superintendent. Her contract, therefore, is inextricably linked not only to the Superintendent in his/her role during these negotiations, but also to the Superintendent as an administrator. These would create a conflict for the Board member, sufficient to bar the Board member's involvement in actions regarding the Superintendent. Moreover, applying the standard in subsection (c), i.e., what 'might reasonably be expected to impair objectivity,' the Commission must determine whether the public might reasonably perceive that the board member's objectivity could be impaired by his relationship to his child. The Commission has determined in the past and finds so here that [t]he public could reasonably expect or perceive that a board member would have a great interest in his child's financial well being that would conflict with his duty to the board." (See Advisory Opinion A19-05 [July 22, 2005]). Accordingly, the Board member would violate N.J.S.A. 18A:12-24(c) if he were to be involved in discussions regarding the Superintendent or vote on actions related to the Superintendent. Further, the Commission cautions that in order to avoid a violation of N.J.S.A. 18A:12- 24(c), the Board member must recuse himself on any committee issue, policy discussion or vote wherein his daughter has a direct or indirect financial involvement or where there is the potential for some benefit to the Board member or his daughter."

Advisory Opinion - A09-23

The commission states, "Based on the specific facts and circumstances presented in your request, the Commission agrees that, for purposes of the School Ethics Act,

N.J.S.A. 18A:12-21 et seq. (the Act), and because Board member A and Board member B are not married, but rather in a "personal relationship," they are regarded as "others." As such, neither can use or attempt to use their official position in order to secure an unwarranted privilege, advantage, or employment for the other without running afoul of N.J.S.A. 18A:12-24(b). Given that the Superintendent of Schools and the BA/BS are two of the highest-ranking administrators in the District, and ultimately oversee the full breadth of the District's operations, including its finances and its personnel, ensuring that clear boundaries are implemented and adhered to is of critical importance, both for the District, and for Board member A and Board member B. In that regard, the Commission agrees with the "alternative supervision put in place for [Board member B]" while Board member B and Board member A remain in a personal relationship, namely that Board member B's "formal annual evaluation will be performed by another administrator in the District that holds a School Administrator Certificate, namely the High School Principal," and that the High School Principal will also "address any routine day-to-day supervisory issues that may arise such as leave requests, disciplinary issues, etc." However, because of the "personal relationship" between Board member A and Board member B, and the high-ranking administrative roles/positions that they hold, the Commission advises that Board member A should not be involved in supervising any aspect of Board member B's employment, including those that "may be necessary for District operations" (emphasis added). In its review, Board member A's involvement in any aspect of Board member B's supervision is riddled with potential ethical violations, and could lead to the filing of ethics complaints. Therefore, Board member A must recuse from any and all aspects of Board member B's employment, including the

evaluation and the supervision of their work, regardless of whether it is "necessary" for District operations. Although the Commission recognizes that these limitations may make it difficult for Board member A and/or Board member B to perform their duties and responsibilities efficiently and effectively, this is, unfortunately, the consequence of entering into a personal relationship in the workplace. Of course, in recognition of these limitations, either is free to pursue employment opportunities in other school districts so as to avoid conduct which is, or may appear to be, violative of the Act. Finally, as a reminder, school officials must always be cognizant of their responsibility to protect the public trust, to honor their obligation to serve the interests of the public and the Board, and to periodically re-evaluate the existence of potential conflicts of interest. In addition, the only way for a school official to truly safeguard against alleged violations of the Act is to avoid any conduct which could have the appearance, actual or perceived, of being in violation of the Act.

Advisory Opinion A05-23

The commission stated clearly, "Before more fully responding to your request, the Commission notes that, pursuant to N.J.S.A. 18A:12-23, "Member of immediate family" is defined as "the spouse or dependent child of a school official residing in the same household," and "relative" is defined as "the spouse, natural or adopted child, parent, or sibling of a school official." In addition, neither the provisions of N.J.S.A. 18A:12-24 ("Prohibited acts") nor the provisions of N.J.S.A. 18A:12-24.1 ("Code of Ethics for School Board Members") specifically refer to the "relative" of a school official. Instead, the "relatives" of a school official fall within the umbrella of "others" set forth in N.J.S.A. 18A:12-24(b).1 As explained in A24-17, "[a]lthough 'others' is not defined by the Act,

any individual can be an 'other,' including people that fall within the definition of 'relative' as set forth in N.J.S.A. 18A:12-23, and those that fall within the broader definition of 'relative' that is required to be incorporated in district nepotism policies." See, N.J.A.C. 6A:23A-1.2; N.J.A.C. 6A:23A-6.2."

SEC Decision: Case C81-20

The SEC adopted a final decision finding that a board member violated *N.J.S.A.* 18A:12-24(c) when they voted in the affirmative to approve an agreement/contract between the board and their employer. According to the SEC, and based on the decision in a similar matter (C10-16 and C11-16), the board member's "affirmative vote, in and of itself, constituted action in [their] official capacity in a matter where [they], or a member of [their] immediate family, had a direct or indirect financial involvement that might reasonably be expected to impair [their] objectivity (*N.J.S.A.* 18A:12-24(c))." Based on the board's member violation, the SEC recommended a penalty of reprimand.

SEC Decision: Case C80-22

The SEC found, by summary decision, that a board member violated *N.J.S.A.* 18A:12-24(c) when they voted to approve a new employment contract for the superintendent at a time when their spouse was actively employed in the district. Although the board member acknowledged that their vote was improper due to their spouse's employment, the board member maintained that the vote was inadvertent; expressed regret for their action; noted that they abstained on another agenda item regarding their spouse; and the board re-voted on the matter to cure the oversight. Based on the mitigating factors present, the SEC recommended a penalty of reprimand for the board member's violation, and their "sheer inadvertence."

Conclusion

On January 23, 2024, in case C12-23, the School Ethics Commission reprimanded Chari Chanley for recommending her own son for a substitute teaching position. Ms. Chanley claimed this recommendation was "unintentional" and would have the Commission believe that her own son did not notify her that he applied to be a substitute teacher in her own school district. Ms. Chanley claimed that the recommendation of her child on a list of 160 individuals was simply an inadvertent "oversight" and that she would scrutinize board agendas more carefully in the future. Ms. Chanley claimed she established new procedures to ensure such violations would not recur. However, the record shows that on numerous occasions since this previous complaint was filed against her, Ms. Chanley continued to recommend board approval on employment matters concerning her husband and his supervisors, Ms. Danielle Drust and Dr. James Higgins. In addition, Ms. Chanley has recommended professional development opportunities for herself conveniently located in popular tourist locations such as Atlantic City, NJ and Naples, FL. This continued gross incompetence and blatant disregard for the School Ethics Act should merit a much harsher penalty this time.

WHEREFORE, I, as Complainant, request that the School Ethics Commission find and determine that the above-named Respondent(s) has violated the School Ethics Act and that he or she be subject to such penalty as provided by the Act.

Erund Vallathani

Date 02/01/2024

Signature of Complainant

or his or her Attorney

CERTIFICATION UNDER OATH

(Name of Complainant), of full age, being duly sworn upon his or her oath according to law deposes and says:

1. I am the complainant in this matter.
2. I have read the complaint and aver that the facts contained therein are true to the best of my knowledge and belief and I am aware that the statute that created the School Ethics Commission authorizes the School Ethics Commission to impose penalties for filing a frivolous complaint. N.J.S.A. 18A:12-29(e). I am aware that if the respondent alleges that the complaint is frivolous, I shall have 20 days from receipt of the answer to respond to the allegation.
3. The subject matter of this complaint is not pending in any court of law or administrative agency of this State. I will advise the School Ethics Commission if I subsequently become aware that it is pending elsewhere.

Erund Vallathani

Signature of Complainant

Date: 02/01/2024

VINOD NIJHAWAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/09/2026
Commission # 2405351

Sworn and subscribed to before me this 1st day of Feb, 2024.

Notice: All final decisions issued in connection with complaints that come before the School Ethics Commission for review and determination are public records uniformly posted on the Department of Education's website at <http://www.nj.gov/education/legal/>. As a general rule, selective requests to remove a particular decision for reasons of personal preference are not entertained.



2/01/2024

VINOD NIJHAWAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/09/2026
Commission # 2405351

Exhibit A



Wednesday, August 16, 2023
MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING
ALL INDIVIDUALS SITTING AT THE BOARD TABLE SHOULD HAVE THEIR PHONES PUT AWAY

MONROE TOWNSHIP HIGH SCHOOL
200 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NJ 08831
6:30 P.M.

Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

Subject	A. BOARD MEMBERS
Meeting	Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	3. ROLL CALL
Type	Information

Ms. Carmen Alvarez
Ms. Kathleen Belko
Ms. Gazala Bohra
Ms. Gail DiPane
Ms. Katie Fabiano
Ms. Kate Rattner
Ms. Chrissy Skurbe
Mr. Peter Tufano

JAMESBURG BOARD MEMBER REPRESENTATIVE (See Note 2)
Ms. Michelle Scott

STUDENT BOARD MEMBERS
Ms. Sehaj Chadha

4. STATEMENT

Subject	A. STATEMENT
Meeting	Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	4. STATEMENT
Type	Information

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted August 11, 2023:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

5. CLOSED SESSION RESOLUTION

Subject	A. CLOSED SESSION RESOLUTION
Meeting	Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	5. CLOSED SESSION RESOLUTION
Type	

Be It Resolved, that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Matters protected by attorney/client privilege

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

6. APPROVAL OF MINUTES

7. COMMITTEE REPORTS

Subject	A. APPROVAL OF MINUTES
Meeting	Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	7. COMMITTEE REPORTS
Type	Information

Public Board of Education Meeting, July 19, 2023
Closed Session Meeting, July 19, 2023

8. PUBLIC FORUM -AGENDA ITEMS ONLY

Subject A. PUBLIC FORUM (See Note 3)

Meeting Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 8. PUBLIC FORUM -AGENDA ITEMS ONLY

Type

See Note 3.

9. ASSISTANT SUPERINTENDENT'S REPORT

Subject A. ASSISTANT SUPERINTENDENT'S REPORT

Meeting Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. ASSISTANT SUPERINTENDENT'S REPORT

Type

10. SUPERINTENDENT'S REPORT/RECOMMENDATION

Subject A. HOME INSTRUCTION

Meeting Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 10. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

ID #	School	Grade	Reason	Home Instruction Report	Effective Date	End Date
91198	MTMS	6	CST	Forrest	9/6/2022	6/30/2023
92528	BB	2	CST	Ballard	9/6/2022	6/30/2023
90582	MTMS	6	CST	Wall, Russo, Lyons, Chakraborti	9/16/2022	6/23/2023
88577	MTHS	9	Medical	Lyons, Mackenzie, Quindes	11/1/2022	6/23/2023
92155	MTHS	10	Medical	Silvergate	3/24/2023	3/27/2023
91548	MTHS	12	Medical	LearnWell	4/18/2023	5/24/2023
88427	MTHS	10	Medical	Hardt, Sharma, DeMarco, ESCNJ	3/20/2023	
86762	MTHS	11	Medical	Romano, DuBois, ESCNJ	5/1/2023	7/5/2023
87912	MTHS	10	Medical	Neues, Sharma, Russo, Tervo, Delta-T	5/18/2023	7/10/2023
90884	MTMS	6	Medical	DuBois, Hoehler, Drake	4/24/2023	6/30/2023
94470	MTHS	11	Medical	Carranante, Yannone, Hoehler, Jodon, ESCNJ	4/24/2023	7/5/2023
90153	OOD	8	CST	Wall, Ballard, Lawson	5/10/2023	
89493	MTHS	9	CST	Quindes, Sheenan, Ayala	6/6/2023	7/17/2023
87512	MTHS	10	Admin	Eurell, Mackenzie	6/14/2023	7/31/2023

91031	AES	4	Medical	Nieves	6/21/2023	7/26/2023
87777	MTHS	10	Medical	Hoehler, Kasternakis	5/30/2023	7/13/2023
96386	MTHS	9	Medical	Wall, Debellis, DuBois, ESCNJ	5/4/2023	7/15/2023
86163	MTHS	12	Medical	Russo, DuBois, ESCNJ	5/9/2023	6/21/2023
95017	MTHS	9	Admin	Ongaro, Siciliano, Chakraborti, Russo, Quindes	4/26/2023	7/3/2023
95017	MTHS	9	Admin	Speech Tree	6/21/2023	
86079	MTHS	12	Medical	Chanley, Zanfordino, Byrnes, ESCNJ	1/9/2023	6/15/2021
86829	MTHS	11	Admin	Staub, Lustgarten, Budelman, Spielholz, Gross, ESCNJ	4/24/2023	6/23/2023
89873	MTMS	7	Medical	Cormey	3/13/2023	7/28/2023
89493	MTHS	9	CST	Mackenzie	8/8/2023	

Subject

B. ENROLLMENT

Meeting

Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

10. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type

Information

STAFF COUNT

Department	Number of Staff
Superintendent Office	
Superintendent	1
Director	1
Secretary	2
Human Resources	4
Assistant Superintendent Office	
Assistant Superintendent	1
Secretary	2
Staff Developers (Teachers)	3
Business Office	
Business Administrator	1
Assistant Business Administrator	1
Secretary	1
Accounting/Purchasing	4
Payroll	3
Benefits	1
School Admin/Admin Support	
Principal	8
Assistant Principal	9
Secretary	28
Office Paraprofessional	1
Supervisors K-12	
K-12 Supervisor	6
Secretary	1

10.	Ann Marie Popper	Mill Lake	Spec. Ed. Para MD/RBT	Step 8 Spec. ed. + toileting + RBT \$20.73+\$2.25+\$3.00+\$4.00 for 6.75 hours +\$100 PD	11-212-100-106-000-040	9/1/23-6/30/24	Change in position
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BZ. It is recommended by the Assistant Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Kenneth Chanley	MTMS	Teacher of AVID	8.5% additional contract	11-130-100-101-000-080	9/1/23-6/30/24	additional section

Subject E. BOARD ACTION (10 MEMBER VOTE)

Meeting Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 10. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items A through M)

A. Residency Contract

In accordance with Policy #5111 regarding residency contracts, it is recommended by the Superintendent of Schools that the Board approve the enrollment of the children noted on the attached Residency Contract whose family is under contract for future residency in Monroe Township.

B. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.

C. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.

D. *It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the July 19, 2023 meeting:

250149

E. *It is recommended by the Superintendent of Schools that the Board approve the following Policies and Regulations for a first reading:

P 1642.01	Sick Leave (New)
R 1642.01	Sick Leave (New)
P 2419	School Threat Assessment Teams (M) (New)
R 2419	School Threat Assessment Teams (M) (New)
R 2624	Grading System

F. *It is recommended by the Superintendent of Schools that the Board approve the District's participation in the High School Project Lead the Way, Inc. (PLTW) for PLTW Engineering Participation for the 2023-2024 school year at the cost of \$3200.00.

G. *It is recommended by the Superintendent of Schools that the Board approve the agreement between Michael Fowlin and the Monroe Township High School to provide the following performance "You Don't Know Me Until You Know Me" on October 19, 2023 for a total cost of \$1500.00.

H. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted revised school calendar for the 2023-2024 school year.

I. *It is recommended by the Superintendent of Schools that the Board approve the rate of pay for the following substitute position for the 2023-2024 school year:

Substitute Driver \$25.00 per hour

J. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted curriculum for the 2023-2024 school year:

Pre-AP English II
Language Arts I
Honors Language Arts I
French II
Honors French II

K. *WHEREAS, a dispute has arisen regarding the special education program for student no. 81597; and

WHEREAS, the Board attorney and the Superintendent, have recommended resolution of this matter pursuant to the terms set forth in a Settlement Agreement; and

WHEREAS, the Settlement Agreement calls for the expenditure of Board funds by way of reimbursement for an out-of-district ESY program; and

WHEREAS, the Board finds that resolving this matter pursuant to the terms set forth in the Settlement Agreement is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED by the Monroe Township Board of Education that it hereby approves the Settlement Agreement in this matter.

L. *WHEREAS, a dispute has arisen regarding the special education program for student no. 85784; and

WHEREAS, the Board attorney and the Superintendent, have recommended resolution of this matter pursuant to the terms set forth in a Settlement Agreement; and

WHEREAS, the Settlement Agreement calls for the expenditure of Board funds by way of reimbursement for an out-of-district ESY program; and

WHEREAS, the Board finds that resolving this matter pursuant to the terms set forth in the Settlement Agreement is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED by the Monroe Township Board of Education that it hereby approves the Settlement Agreement in this matter.

M. *BE IT RESOLVED that the Monroe Township Board of Education, upon the recommendation of the Superintendent approve the following resolution:

WHEREAS, the Superintendent of Schools has determined that the District's current supervisory and coordinator structure can and should be modified to increase efficiency and economy and thus, improve educational outcomes for the District's students; and

WHEREAS, following considerable analysis, on April 26, 2023, the Superintendent recommends the elimination of certain coordinator positions which allows the District to obtain efficiency in administrative staff performing the supervisory functions of the coordinator position, and the students receiving additional classes taught by the coordinators who are highly qualified teachers that can improve the implementation of the District's curriculum and performance; and

WHEREAS, the implementation of the recommended supervisory reorganization would include a reduction-in-force of certain personnel; and

WHEREAS, N.J.S.A. 18A:28-9 permits Boards of Education to approve reductions-in-force for the purpose of implementing an administrative and supervisory reorganization, as well as for the purposes of efficiency and economy; and

WHEREAS, the Board's Personnel Committee has reviewed the recommended reorganization with the Superintendent and believes the approval of such reorganization is both appropriate and in the best interests of the District and has recommended that the Board as a whole approve the reorganization; and

WHEREAS, the Board agrees with both the Superintendent and the Personnel Committee that the reorganization developed and recommended by the Superintendent is in the best interests of the District and should be adopted;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves and adopts the supervisory and coordinator reorganization recommended by the Superintendent and Personnel Committee; and it is

FURTHER RESOLVED that the following actions hereby are approved and adopted:

1. Effective immediately the following coordinator positions are hereby abolished:

- a. Language Arts Coordinator
- b. Mathematics Coordinator
- c. Special Education Coordinator
- d. Social Studies Coordinator
- e. Science Coordinator
- f. Physical Education and Health Coordinator
- g. World Language Coordinator
- h. Arts and Career Coordinator

File Attachments

[Revised School Calendar 2023-2024.pdf \(400 KB\)](#)

[Policies and Regulations for first reading.pdf \(1,302 KB\)](#)

[Professional Development.pdf \(80 KB\)](#)



Subject	F. BOARD ACTION (9 MEMBER VOTE)
Meeting	Aug 16, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	10. SUPERINTENDENT'S REPORT/RECOMMENDATION
Type	Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items N through S)

		2023-2024 Professional Leave Requests		
		Issued for Board Approval		
		AUGUST 16, 2023		
		DISTRICT/HIGH SCHOOL		
Last Name	First Name	Workshop Title & Location	Requested Dates	Cost
Roopa	Fazneefa	NJASBO - School Finance Robbinsville, New Jersey	9/9/23;9/16;9/23;9/30;10/7 10/14;10/21;10/28;11/4;11/11	1178.36
Barandica	Steven	DAANJ AD Workshop Robbinsville, New Jersey	8/17/2023	213.34
Barandica	Steven	NJSIAA - Ads Toolbox Series: Things You Need to Know Virtual	8/22/2023	0.00
Drust	Danielle	Breaking Bias Lessons from the Amistad New Brunswick, New Jersey	10/4/2023	8.84
Allen	Laura	IPD: Federal & State Grant Accounting & Single Audit Webinar	8/23/2023	50.00
Allen	Laura	IPD: Cybersecurity Concerns & Strategies for Gov Employees Webinar	8/30/2023	50.00
Allen	Laura	IPD: Daniel's Law for all Government Officials Webinar	9/6/2023	50.00
Chanley	Chari	District Administration Leadership Summit Naples, Florida	12/13; 12/14; 12/15/23	183.66

Exhibit B



Wednesday, November 15, 2023
MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING
ALL INDIVIDUALS SITTING AT THE BOARD TABLE SHOULD HAVE THEIR PHONES PUT AWAY

MONROE TOWNSHIP HIGH SCHOOL
200 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NJ 08831
6:30 P.M.

Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Subject	A. BOARD MEMBERS
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	3. ROLL CALL
Type	Information

Ms. Carmen Alvarez
Ms. Kathleen Belko
Ms. Gazala Bohra
Ms. Gail DiPane
Ms. Katie Fabiano
Mr. Matthew Gorham
Ms. Kate Rattner
Ms. Chrissy Skurbe
Mr. Peter Tufano

JAMESBURG BOARD MEMBER REPRESENTATIVE (See Note 2)

Ms. Michelle Scott

STUDENT BOARD MEMBERS

4. STATEMENT

Subject	A. STATEMENT
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	4. STATEMENT
Type	Information

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted November 10, 2023:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

5. STATUTORY OATH

Subject	A. STATUTORY OATH
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	5. STATUTORY OATH
Type	

STATUTORY OATH

Mr. Matthew Gorham

6. CLOSED SESSION RESOLUTION

Subject	A. CLOSED SESSION RESOLUTION
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	6. CLOSED SESSION RESOLUTION
Type	

Be It Resolved, that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Harassment, Intimidation or Bullying
- Matters protected by attorney/client privilege
- Confidential Personnel Matter

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

7. STUDENT BOARD MEMBERS' REPORT

8. PRESENTATIONS

Subject A. STUDENT AND STAFF RECOGNITIONS

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 8. PRESENTATIONS

Type

STUDENT RECOGNITIONS

9. COMMITTEE REPORTS

10. PUBLIC FORUM -AGENDA ITEMS ONLY

Subject A. PUBLIC FORUM (See Note 3)

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 10. PUBLIC FORUM -AGENDA ITEMS ONLY

Type

See Note 3.

11. ASSISTANT SUPERINTENDENT'S REPORT

Subject A. ASSISTANT SUPERINTENDENT'S REPORT

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 11. ASSISTANT SUPERINTENDENT'S REPORT

Type

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Subject A. HOME INSTRUCTION

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

ID #	School	Grade	Reason	Home Instruction Provider	Effective Date	End Date
91198	MTMS	8	CST	Forrest	9/6/2023	
90582	MTMS	7	CST	Brunotte, Cormey, Chanley	9/8/2023	
				Quindes, Ongaro, Chakraborti, Simmonds, Nagle, Mackenzie, Speech Tree	9/6/2023	
95017	MTHS	10	CST			
92933	BES	5	Medical	CHOP	9/7/2023	
94479	MTHS	12	CST	Lyons, Harris. Simmonds, Liburdi	9/20/2023	

94965	MTHS	11	Admin	Lyons, Ongaro, Lustgarten, DuBois, Mackenzie	9/29/2023	10/12/2023
93362	MTHS	11	Medical	Ayala, Wall, Debellis	9/6/2023	
89493	MTHS	10	CST	Mackenzie, Lyons, DuBois, Nagle	9/7/2023	10/20/2023
93159	MTMS	8	Medical	LearnWell	10/11/2023	
93393	MTHS	9	Admin	Profaci, Granett, Brozanski	9/29/2023	10/13/2023
88081	MTHS	11	Medical	Jodon, Van Cleve, DuBois, Ritter, ESCNJ	10/4/2023	10/26/2023
87512	MTHS	11	CST	Lyons, Wall, Quindis	9/29/2023	10/27/2023
97980	MTMS	7	Medical	Fiore, Hoehler, DuBois, Lewkowitz	10/16/2023	
96786	MTHS	10	Medical	LearnWell	10/30/2023	
87845	MTHS	11	Admin	Staub, Mackenzie	10/26/2023	
87792	MTHS	11	Admin	Lyons	10/20/2023	10/26/2023

Subject B. FIRE/LOCKDOWN DRILLS

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

FIRE/LOCKDOWN DRILL

Applegarth School ----- October 16, 2023
 Barclay Brook School ----- October 25, 2023
 Brookside School ----- October 19, 2023
 Mill Lake School ----- October 25, 2023
 Monroe Middle School----- October 4, 2023
 Oak Tree School ----- October 3, 2023
 Woodland School ----- October 30, 2023
 Monroe High School ----- October 24, 2023

Lockdown

Applegarth School----- October 27, 2023
 Barclay Brook School----- October 10, 2023
 Brookside School ----- October 24, 2023
 Mill Lake School ----- October 25, 2023
 Monroe Middle School----- October 17, 2023
 Oak Tree School ----- October 12, 2023
 Woodland School ----- October 18, 2023
 Monroe High School ----- October 23, 2023

Subject C. BUS EVACUATION DRILLS

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type

SCHOOL	DATE	TIME	LOCATION	ROUTE NUMBERS	PRINCIPAL
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4.	Ryan McDonald	MTHS	Assistant Bowling Coach	Step 1 \$4158	11-402-100-100-000-070	Winter Athletic Season (pending certification)	New position
5.	Gary Mackiewicz	MTHS	Assistant Wrestling Coach	Step 3 \$5172	11-402-100-100-000-070	Winter Athletic Season (pending certification)	New position
6.	Andrew Lombard	MTHS	Wrestling Coach	Step 1 \$5172	11-402-100-100-000-070	Winter Athletic Season	New position

- L. *It is recommended by the Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Marcela Ponce	Transportation	Spec. Ed. Para - Bus Aide	Step 1 Spec. Ed. \$15.69+\$2.25 for 5.75 hours	11-000-270-107-000-096	retroactive to 10/23/23-6/30/24	Change in start date
2.	Doreen Patalano	Transportation	Spec. Ed. Para - Bus Aide	Step 1 Spec. Ed. \$15.69+\$2.25 for 5.75 hours	11-000-270-107-000-096	retroactive to 10/20/23-6/30/24	Change in start date

- M. *It is recommended by the Superintendent of Schools that the Board approve the following substitutes for the 2023-2024 school year (pending satisfactory completion of pre-employment requirements):

Certificated

Danielle Sternberg
Theodore Hendricks
Amruta Kulkarni
Arlene Kramer
Rebecca Redington
Angelique vizer
Theresa Salerno
Samar Morcos

Substitute Teacher
Substitute Teacher
Substitute Teacher
Substitute Teacher
Substitute Teacher
Substitute Teacher
Substitute Teacher
Substitute Teacher

Non- Certificated

Jacqueline Reinhart
Andrew Lombard
Michael Kides
Angela Oskierko

Substitute Paraprofessional
Substitute Coach
Substitute Coach
Substitute Coach

Subject F. PERSONNEL (9 MEMBER VOTE)

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (Items N through AK)

N. It is recommended by the Superintendent of Schools that the Board accept the resignation, due to retirement of Ms. Rochelle Epstein, paraprofessional at Oak Tree School, effective December 31, 2023.

O. It is recommended by the Superintendent of Schools that the Board accept the resignation of **Ms. Tooba Zia**, paraprofessional at Applegarth School, effective November 16, 2023.



P. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Dr. James Higgins**, principal at MTMS, retroactive to November 15, 2023 through December 22, 2023. It is further recommended that this leave shall be without pay except to the extent of any sick days to which Dr. Higgins may be entitled to.

Q. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Tricia Rutherford**, teacher of grade 4 at Woodland School, retroactive to November 2, 2023 through December 1, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Rutherford may be entitled to.

R. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Anuradha Shyamsundar**, teacher of science at MTMS retroactive to October 31, 2023 through November 15, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Shyamsundar may be entitled to.

S. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Hildelisa Espinal**, teacher of spanish at MTMS, effective November 17, 2023 through January 1, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Espinal may be entitled to.

T. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Carmela Valeriano**, paraprofessional at Brookside School, effective November 16, 2023 through December 4, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Valeriano may be entitled to.

U. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Mr. Kevin Mayne**, custodian at Mill Lake School, retroactive to October 16, 2023 through October 27, 2023. It is further recommended that this leave shall be without pay except to the extent of any sick days to which Mr. Mayne may be entitled to.

V. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Michelle Riccardi**, teacher of math at MTMS retroactive to November 1, 2023 through December 22, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Riccardi may be entitled to.

W. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Patricia Jendras**, principal's secretary at Oak Tree School, retroactive to October 26, 2023 through October 27, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Jendras may be entitled to.

X. It is recommended by the Superintendent of Schools that the Board approve a correction in the medical leave of absence to **Ms. Nancy Agnew**, paraprofessional at Applegarth School, effective November 13, 2023 through December 8, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Agnew may be entitled to.

Y. It is recommended by the Superintendent of Schools that the Board approve a maternity leave of absence to **Ms. Jennifer Toth**, teacher of special education at Mill Lake School, effective January 11, 2024 through June 4, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Toth may be entitled to.

Z. It is recommended by the Superintendent of Schools that the Board approve a maternity leave of absence to **Ms. Nicole Yockman**, social worker at Brookside School, effective January 22, 2024 through June 24, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Yockman may be entitled to.

AA. It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Parker Scharko**, teacher of math at MTMS, effective January 8, 2024 through March 25, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Scharko may be entitled to.

AB. It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Meghan Doris**, teacher of grade 1 at Oak Tree School, effective February 1, 2024 through June 30, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Doris may be entitled to.

AC. It is recommended by the Superintendent of Schools that the Board approve a revision in the maternity leave of absence to **Ms. Nikki Reich**, teacher of special education at MTMS retroactive to October 30, 2023 through March 10, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2020 through June 30, 2023. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Reich may be entitled to.

AD. It is recommended by the Superintendent of Schools that the Board approve the following certificated staff for Advanced Art Enrichment retroactive to October 1, 2023 through May 31, 2024 \$77.56 per session (account no. 11-120-100-101-000-020):

Brookside

Dalia Elhaj

AE. It is recommended by the Superintendent of Schools that the Board approve the following staff as a PD Trainer for the 2023-2024 school year:

Tatiana Guarneri (AES)

AF. It is recommended by the Superintendent of Schools that the Board approve the following staff as Mentors for the 2023-2024 school year:

Christopher Sidler MS

Tatiana Guarneri (AES)

AG. It is recommended by the Superintendent of Schools that the Board approve the following coaches at MTMS at the following stipends:

Position	Name	Compensation
Assistant Wrestling Coach	Justin Hopman	Step 1 \$2186



AH. It is recommended by the Superintendent of Schools that the Board appoint Ms. Patricia Smith, Acting Principal for MTMS at a salary of \$119,419.23 + \$4,350 for MA+30, plus 20 years longevity prorated, retroactive to November 15, 2023 through December 23, 2023 (account no. 11-000-240-103-000-080).

AI. It is recommended by the Superintendent of Schools that the Board approve the following new certificated staff at the following step on guide (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Teresa Fox	MTMS	Teacher of Special Education	Step 10B MA+30 \$85,247+\$4,500 prorated	11-213-100-101-000-080	1/16/24-6/30/24	Resignation replacement
2.	Miranda Ramirez	Applegarth	Media Specialist	Step 8 MA \$62,947+\$3,600 prorated	11-000-222-100-000-050	1/16/24-6/30/24	Resignation replacement
3.	Annette Backof	Woodland	Teacher of Grade 4/Long Term Sub	\$150.00/day	11-120-100-101-000-030	retroactive to 10/31/23-12/4/23	Leave position

AJ. It is recommended by the Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Debora Soriano	MTMS	LDTC	Step 10B MA+30 115% \$85,247+\$4500 prorated(less 10 days from summer)	11-000-219-104-000-080	12/18/23-6/30/24	Change in start date
2.	Lorraine Miccoli	Oak Tree	Teacher of Grade 1	Step 8A MA \$65,447+\$3,600 prorated	11-120-100-101-000-060	2/5/24-6/30/24	Leave extension

[Policies and regulations for a second and final reading.pdf \(2,721 KB\)](#)
[Professional Development.pdf \(122 KB\)](#)

Subject H. BOARD ACTION (9 MEMBER VOTE)
Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION
Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items N through T)

- N. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.
- O. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.
- P. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.
- Q. It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of October 2023.
- R. It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the October 19, 2023 meeting:

252397
251970
251420

S. It is recommended by the Superintendent of Schools that the Board approve the following Penn Medicine programs to be held at the Monroe Township Middle School:

Health Fair - March 14, 2024

Assembly Program

Vaping - date to be determined
Nutrition - February 22, 2024

radKIDS self defense - date to be determined - to be taught during gym classes.

CPR - February 8, 2024 and February 9, 2024

2023-2024 Professional Leave Requests				
Issued for Board Approval				
NOVEMBER 15, 2023				
DISTRICT/HIGH SCHOOL				
Last Name	First Name	Workshop Title & Location	Requested Dates	Cost
Drust	Danielle	Breaking Bias: Lessons from the Amistad Part 2 Virtual	12/11/2023	0.00
Caruso	Zachary	Nonviolent Crisis Intervention Certification Renewal South Plainfield, New Jersey	2/22/2024	1927.00
Griffin	Martin	Midwest Band & Orchestra Clinic Chicago, Illinois	12/20/2023; 12/21/2023 12/22/2023	1682.52
Snyder	Yale	NJMEA 2024 Conference Atlantic City, New Jersey	2/22/24; 2/23/24	308.50
Rickert-Venino	Traci	FAST Swim WSI Recertification Virtual	11/16/2023	75.00
Silverman	Eric	TechSpo '24 Atlantic City, New Jersey	1/24/24; 1/25/24; 1/26/24	1006.88
Rose	Jena	ARC of Monmouth Tinton Falls, New Jersey	11/17/2023	0.00
Reinhard	Lindsey	NJMEA 2024 Conference Atlantic City, New Jersey	2/22/24; 2/23/24	565.70
Dominguez	Damaris	NJIT School Counselor Appreciation Day Newark, New Jersey	12/15/2023	0.00

Exhibit C



Wednesday, December 6, 2023
MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING
ALL INDIVIDUALS SITTING AT THE BOARD TABLE SHOULD HAVE THEIR PHONES PUT AWAY

MONROE TOWNSHIP HIGH SCHOOL
200 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NJ 08831
6:30 P.M.

Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.
The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.
The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Subject	A. BOARD MEMBERS
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	3. ROLL CALL
Type	Information

Ms. Carmen Alvarez
Ms. Kathleen Belko
Ms. Gazala Bohra
Ms. Gail DiPane
Ms. Katie Fabiano
Mr. Matthew Gorham
Ms. Kate Rattner
Ms. Chrissy Skurbe
Mr. Peter Tufano

JAMESBURG BOARD MEMBER REPRESENTATIVE (See Note 2)
Ms. Michelle Scott

STUDENT BOARD MEMBERS

4. STATEMENT

Subject	A. STATEMENT
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	4. STATEMENT
Type	Information

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted September 15, 2023 and December 1, 2023:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

5. CLOSED SESSION RESOLUTION

Subject	A. CLOSED SESSION RESOLUTION
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	5. CLOSED SESSION RESOLUTION
Type	

Be It Resolved, that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Harassment, Intimidation or Bullying
- Matters protected by attorney/client privilege

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

6. APPROVAL OF MINUTES

Subject	A. APPROVAL OF MINUTES
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	6. APPROVAL OF MINUTES
Type	Information

Public Board of Education Meeting, October 18, 2023
Closed Session Meeting, October 18, 2023
Public Board of Education Meeting, November 15, 2023
Closed Session Meeting, November 15, 2023

7. PRESENTATIONS

Subject **A. STUDENT AND STAFF RECOGNITIONS**

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 7. PRESENTATIONS

Type

STUDENT AND STAFF RECOGNITIONS

8. STUDENT BOARD MEMBERS' REPORT

9. PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

Subject **A. PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS**

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

Type

PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

WHEREAS, the Monroe Township Board of Education ("Board") desires to maintain Dr. Chari Chanley in the position of Superintendent; and

WHEREAS, the Board and Dr. Chanley engaged in good faith negotiations for a new employment contract for Dr. Chanley, which would be effective January 1, 2024 through June 30, 2028; and

WHEREAS, pursuant to N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:23A-3.1(a), the Board forwarded the proposed new Employment Contract for Dr. Chanley to the Interim Executive County Superintendent for Middlesex County for approval, and received written approval and notice from the Interim Executive County Superintendent that the proposed new Employment Contract for Dr. Chanley was approved by him as same is in compliance with the Fiscal Accountability, Efficiency and Budgeting Regulations; and

WHEREAS, the Board provided the requisite advanced notice pursuant to P.L. 2007, Chapter 53, N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c)(1) that it would conduct a public hearing and take action to amend and/or alter the existing employment contract, or approve a new contract, regarding its Superintendent at its December 6, 2023 public meeting; and

WHEREAS, prior to consideration of the new employment contract for Dr. Chanley, the Board conducted a public hearing at its December 6, 2023 public meeting; and

WHEREAS, the approved new Employment Contract for Dr. Chanley replaces and supersedes all prior Employment Contracts, both expressed and implied, between the parties hereto, and by approving and signing the new Employment Contract both the Board and Dr. Chanley assent to a rescission of any and all prior contracts.

NOW, THEREFORE BE IT RESOLVED, that the Monroe Township Board of Education hereby:

- (1) Approves the new Employment Contract for Dr. Chanley as Superintendent of Schools for the period from January 1, 2024 through June 30, 2028 at an annual salary of: (a) \$219,500 for the 2023-2024 school year; (b) \$225,965 for the 2024-2025 school year; (c) \$232,624 for the 2025-2026 school year; (d) \$239,483 for the 2026-2027 school year; and (e) \$246,547 for the 2027-2028 school year, consistent with the terms and conditions set forth therein, and as approved by the Interim Executive County Superintendent for Middlesex County pursuant to N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:23A-3.1(a).

- (2) Authorizes the Board President, and the Business Administrator/Board Secretary as the attesting witness, to execute the aforementioned Employment Contract on behalf of the Board.

10. COMMITTEE REPORTS

11. PUBLIC FORUM -AGENDA ITEMS ONLY

Subject A. PUBLIC FORUM (See Note 3)

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 11. PUBLIC FORUM -AGENDA ITEMS ONLY

Type

See Note 3.

12. ASSISTANT SUPERINTENDENT'S REPORT

Subject A. ASSISTANT SUPERINTENDENT'S REPORT

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. ASSISTANT SUPERINTENDENT'S REPORT

Type

13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Subject A. HOME INSTRUCTION

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

ID #	School	Grade	Reason	Home Instruction Provider	Effective Date	End Date
91198	MTMS	8	CST	Forrest	9/6/2023	
90582	MTMS	7	CST	Brunotte, Chanley	9/8/2023	
95017	MTHS	10	CST	Quindes, Ongaro, Chakraborti, Simmonds, Nagle, Mackenzie, Russo, Speech Tree	9/6/2023	
92933	BES	5	Medical	CHOP	9/7/2023	
94479	MTHS	12	CST	Lyons, Simmonds, Liburdi, Mackenzie	9/20/2023	
93362	MTHS	11	Medical	Ayala, Wall, Debellis, ESCNJ	9/6/2023	
93159	MTMS	8	Medical	LearnWell	10/11/2023	11/13/2023
97980	MTMS	7	Medical	Fiore, Hoehler, DuBois, Lewkowitz	10/16/2023	
96786	MTHS	10	Medical	LearnWell	10/30/2023	11/6/2023
87845	MTHS	11	Admin	Staub, Mackenzie, Lyons	10/26/2023	11/15/2023
91391	MTHS	9	Medical	Rutgers	11/1/2023	11/9/2023
95374	MTHS	11	Admin	McCormack, DeMarco, Cohen, Narvaez, DuBois	10/20/2023	11/2/2023
94965	MTHS	11	Admin	Lyons, Mackenzie	10/24/2023	10/30/2023
90417	MTHS	12	Medical	Vitalin, Ruckdeschel, DeBois, ESCNJ	10/27/2023	
86762	MTHS	12	Medical	DuBois, ESCNJ	10/24/2023	
91391	MTHS	9	Medical	LearnWell	11/14/2023	11/16/2023

87792	MTHS	11	Admin	Hoehler, DuBois, ESCNJ	11/13/2023	11/28/2023
89299	MTHS	9	Admin	DeMarco, ESCNJ	11/2/2023	11/15/2023
97024	MTHS	10	Medical	Silvergate Prep	10/30/2023	
97086	MTHS	10	Medical	LearnWell	11/15/2023	11/21/2023
88577	MTHS	10	CST	Lyons, Mackenzie, Quindess, ESCNJ	10/9/2023	
96082	MTHS	10	Medical	Rutgers	11/16/2023	11/17/2023
91391	MTHS	9	Medical	Rutgers	11/17/2023	11/22/2023
87647	MTHS	12	Medical	Silvergate Prep	11/17/2023	
89257	MTHS	9	CST	Mackenzie, Stec, Pesce, Wall, Lyons	10/25/2023	
95012	MTHS	11	Medical	Rutgers	11/21/2023	11/29/2023
91550	MTHS	9	Medical	Profaci, DuBois, DeMarco	11/21/2023	
90346	MTHS	11	Medical	Staub, Mackenzie, O'Neill	11/27/2023	
94937	MTHS	12	Admin	ESCNJ	11/14/2023	11/20/2023
87912	MTHS	11	Medical	LearnWell	11/27/2023	
97086	MTHS	10	Medical	LearnWell	11/27/2023	

Subject B. FIRE/LOCKDOWN DRILLS

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

FIRE/LOCKDOWN DRILL

Applegarth School ----- November 21, 2023
Barclay Brook School ----- November 3, 2023
Brookside School ----- November 17, 2023
Mill Lake School ----- November 27, 2023
Monroe Middle School----- November 3, 2023
Oak Tree School ----- November 3, 2023
Woodland School ----- November 29, 2023
Monroe High School ----- November 16, 2023

Lockdown

Applegarth School----- November 27, 2023
Barclay Brook School----- November 20, 2023
Brookside School ----- November 3, 2023
Mill Lake School ----- November 17, 2023
Monroe Middle School----- November 17, 2023
Oak Tree School ----- November 1, 2023
Woodland School ----- November 17, 2023
Monroe High School ----- November 28, 2023

Subject C. ENROLLMENT

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

Exhibit D



Wednesday, January 17, 2024
MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING
ALL INDIVIDUALS SITTING AT THE BOARD TABLE SHOULD HAVE THEIR PHONES PUT AWAY

MONROE TOWNSHIP HIGH SCHOOL
200 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NJ 08831
6:30 P.M.

Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

Subject	A. BOARD MEMBERS
Meeting	Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	3. ROLL CALL
Type	Information

Ms. Carmen Alvarez
Ms. Kathleen Belko
Ms. Gazala Bohra
Ms. Gail DiPane
Ms. Katie Fabiano
Mr. Matthew Gorham
Ms. Kate Rattner
Ms. Chrissy Skurbe
Mr. Peter Tufano

JAMESBURG BOARD MEMBER REPRESENTATIVE (See Note 2)

Ms. Michelle Scott

STUDENT BOARD MEMBERS

4. STATEMENT

Subject	A. STATEMENT
Meeting	Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	4. STATEMENT
Type	Information

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted September 15, 2023 and January 12, 2024:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

5. CLOSED SESSION RESOLUTION

Subject	A. CLOSED SESSION RESOLUTION
Meeting	Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	5. CLOSED SESSION RESOLUTION
Type	

Be It Resolved, that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Harassment, Intimidation or Bullying
- Matters protected by attorney/client privilege

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

6. APPROVAL OF MINUTES

Subject	A. APPROVAL OF MINUTES
Meeting	Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	6. APPROVAL OF MINUTES
Type	Information

Public Board of Education Meeting, December 06, 2023
Closed Session Meeting, December 06, 2023

7. STUDENT BOARD MEMBERS' REPORT

8. PRESENTATIONS

Subject **A. STUDENT PERFORMANCE**

Meeting Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 8. PRESENTATIONS

Type

Subject **B. PRESENTATION OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)**

Meeting Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 8. PRESENTATIONS

Type

It is recommended that the members of the Monroe Township Board of Education accept and approve the Annual Comprehensive Financial Report and the Auditor's Management Report on Administrative Findings – Financial, Compliance and Performance, and hereby approve and authorize the submission of the required Corrective Action Plan (C.A.P.) to the County Office indicating that there are no recommendations for fiscal year ending June 30, 2023.

Subject **C. BOARD DISCUSSION ON BUDGET PHILOSOPHY**

Meeting Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 8. PRESENTATIONS

Type

9. COMMITTEE REPORTS

Subject **A. ADVOCACY LETTER**

Meeting Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. COMMITTEE REPORTS

Type

10. PUBLIC FORUM -AGENDA ITEMS ONLY

Subject **A. PUBLIC FORUM (See Note 3)**

Meeting Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 10. PUBLIC FORUM -AGENDA ITEMS ONLY

Type

See Note 3.

11. ASSISTANT SUPERINTENDENT'S REPORT

Subject**A. ASSISTANT SUPERINTENDENT'S REPORT****Meeting**

Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

11. ASSISTANT SUPERINTENDENT'S REPORT

Type**12. SUPERINTENDENT'S REPORT/RECOMMENDATION****Subject****A. HOME INSTRUCTION****Meeting**

Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type

Information

ID #	School	Grade	Reason	Home Instruction Provider	Effective Date	End Date
91198	MTMS	8	CST	Forrest	9/6/2023	
90582	MTMS	7	CST	Brunotte, Chanley, Harris	9/8/2023	
95017	MTHS	10	CST	Quindes, Ongaro, Chakraborti, Simmonds, Nagle, Mackenzie, Russo, Speech Tree	9/6/2023	
92933	BES	5	Medical	CHOP	9/7/2023	
94479	MTHS	12	CST	Lyons, Simmonds, Liburdi, Mackenzie	9/20/2023	1/2/2024
93362	MTHS	11	Medical	Ayala, Wall, Debellis, ESCNJ	9/6/2023	12/7/2023
93159	MTMS	8	Medical	LearnWell	10/11/2023	11/13/2023
97980	MTMS	7	Medical	Fiore, Hoehler, DuBois, Lewkowitz	10/16/2023	
96786	MTHS	10	Medical	LearnWell	10/30/2023	11/6/2023
87845	MTHS	11	Admin	Staub, Mackenzie, Lyons	10/26/2023	11/15/2023
91391	MTHS	9	Medical	Rutgers	11/1/2023	11/9/2023
95374	MTHS	11	Admin	McCormack, DeMarco, Cohen, Narvaez, DuBois	10/20/2023	11/2/1023
88081	MTHS	11	Medical	DuBois, Van Cleve, Jodon, ESCNJ	10/4/2023	10/20/2023
94965	MTHS	11	Admin	Lyons, Mackenzie	10/24/2023	10/30/2023
90417	MTHS	12	Medical	Vitalin, Ruckdeschel, DeBois, ESCNJ	10/27/2023	
86762	MTHS	12	Medical	DuBois, ESCNJ	10/24/2023	12/22/2023
91391	MTHS	9	Medical	LearnWell	11/14/2023	11/16/2023
87792	MTHS	11	Admin	Hoehler, DuBois, ESCNJ	11/13/2023	11/28/2023
89299	MTHS	9	Admin	DeMarco, ESCNJ	11/2/2023	11/15/2023
97024	MTHS	10	Medical	Silvergate Prep	10/30/2023	
97086	MTHS	10	Medical	LearnWell	11/15/2023	11/21/2023
88577	MTHS	10	CST	Lyons, Mackenzie, Quindes, ESCNJ	10/9/2023	12/5/2023
96082	MTHS	10	Medical	Rutgers	11/16/2023	11/17/2023
91391	MTHS	9	Medical	Rutgers	11/17/2023	11/22/2023
87647	MTHS	12	Medical	Silvergate Prep	11/17/2023	
89257	MTHS	9	CST	Mackenzie, Stec, Pesce, Wall, Lyons	10/25/2023	12/22/2023

16.	Carole White	MTHS	Para for Unified Winter Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 12/5/23	Winter Festival
17.	Fran Yoffredo	MTHS	Para for Unified Winter Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 12/5/23	Winter Festival

T. *It is recommended by the Superintendent of Schools that the Board approve the following substitutes for the 2023-2024 school year (pending satisfactory completion of pre-employment requirements):

Certificated

Prabh Virk	Substitute Teacher
Sovia Sareen	Substitute Teacher
Nicholas LeDonne	Substitute Teacher
Tracy Valle	Substitute Teacher
George Carney	Substitute Teacher
Lisa Robinson	Substitute Teacher
Moumita Banerjee	Substitute Teacher
Silver Hunterton	Substitute Teacher
Justin Hopman	Substitute Teacher
Vandana Dubey	Substitute Teacher
Jacqueline Reinhart	Substitute Teacher
Melissa Canaan	Substitute Teacher
Purvi Gambhirwala	Substitute Teacher
Brianna Ruiz	Substitute Teacher
Rocco Broglio	Substitute Teacher
Mary Philemon	Substitute Teacher
Isha Dave	Substitute Teacher
Richard Bunyan	Substitute Teacher

Non- Certificated

Gayathri Sreeram	Substitute Paraprofessional
Joanne Azzaro	Substitute Paraprofessional

Subject E. PERSONNEL (9 MEMBER VOTE)

Meeting Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (Items U through AX)

U. It is recommended by the Superintendent of Schools that the Board accept the resignation, due to retirement of **Ms. Karen Wasdin**, teacher of basic skills at Barclay Brook School, effective July 1, 2024.

V. It is recommended by the Superintendent of Schools that the Board accept the resignation, due to retirement of **Ms. Nancy Sablosky**, paraprofessional at MTMS, effective February 5, 2024.

W. It is recommended by the Superintendent of Schools that the Board accept the resignation of **Dr. Gina Slansky**, teacher of music at MTMS, effective February 6, 2024.

X. It is recommended by the Superintendent of Schools that the Board accept the resignation of **Ms. Jody Heyl** as team leader and 8th grade science personnel, retroactive to January 9, 2024.

Y. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Nancy Hanlon**, teacher of grade 3 at Oak Tree School, effective January 30, 2024 through February 20, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Hanlon may be entitled to.

Z. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Allyson Senoff**, paraprofessional at Brookside School, retroactive to January 4, 2024 through January 15, 2024 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Senoff may be entitled to.

AA. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Jennifer Lesser**, paraprofessional at Mill Lake School, effective January 26, 2024 through February 9, 2024 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Lesser may be entitled to.

AB. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Anupreetha Tandulwadiker**, paraprofessional at Woodland School, retroactive to January 10, 2024 through February 28, 2024 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Tandulwadiker may be entitled to.

AC. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Susan Lederman**, paraprofessional at Brookside School, retroactive to December 11, 2023 through December 22, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Lederman may be entitled to.



AD. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Dr. James Higgins**, principal at MTMS, retroactive to January 2, 2024 through January 12, 2024. It is further recommended that this leave shall be without pay except to the extent of any sick days to which Dr. Higgins may be entitled to.

AE. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Sandra Cormey**, teacher of grade 1 at Mill Lake School retroactive to December 23, 2023 through February 4, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Cormey may be entitled to.

AF. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Michelle Riccardi**, teacher of math at MTMS retroactive to January 2, 2024 through June 17, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Riccardi may be entitled to.

AG. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Hildelisa Espinal**, teacher of spanish at MTMS, retroactive to January 2, 2024 through February 13, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Espinal may be entitled to.

AH. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Nancy Agnew**, paraprofessional at Applegarth School, retroactive to December 11, 2023 through December 15, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Agnew may be entitled to.

AI. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Lori Konopacki**, paraprofessional at Oak Tree School, retroactive to December 18, 2023 through January 2, 2024 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the

AK. It is recommended by the Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Scott Siller	Brookside	Spec. Ed. Para LLD	Step 2 Spec. Ed. + toileting \$15.79+\$2.25+\$3.00 for 6.75 hours	11-204-100-106-000-020	retroactive to 10/25/23-6/30/24	Transfer

Subject G. BOARD ACTION (10 MEMBER VOTE)

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items A through M)

- A. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.
- B. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.
- C. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.
- D. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of October 2023.
- E. *It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the October 19, 2023 meeting:

250741

- F. *It is recommended by the Superintendent of Schools that the Board approve the following Policies and Regulation for a first reading:

P 0143	Board Member Election and Appointment (Bylaw)
P 5111	Eligibility of Resident/Nonresident Students (M) (Revised)
R 5111	Eligibility of Resident/Nonresident Students (M) (Revised)

- G. *It is recommended by the Superintendent of Schools that the Board approve the following Policies and Regulations for a second and final reading:

P 2270	Religion in the Schools (Revised)
P 3161	Examination for Cause (Revised)
P 3212	Attendance (M) (Revised)
R 3212	Attendance (M) (Revised)
P 3324	Right of Privacy (Revised)
P 4161	Examination for Cause (Revised)
P 4212	Attendance (M) (Revised)
R 4212	Attendance (M) (Revised)
P 4324	Right of Privacy (Revised)
P 5116	Education of Homeless Children & Youths (Revised)
R 5116	Education of Homeless Children & Youths (Revised)
P 5460	High School Graduation
P 8500	Food Services (M) (Revised)

- H. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between The Adventure Guild, LLC and the Monroe Township High School to provide qualified staff, as necessary, to perform services on the Client's Challenge course and/or climbing tower or wall for one day workshop, date to be determined. Contract for Challenge Course Services will be based on revisit annual challenge course inspection 2023 - limited indoor climbing wall and climbing elements only, \$750.00 and travel expenses \$140.00, for a total cost of \$890.00.
- I. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between the Middlesex College and the Monroe Township High School for the Middlesex County Teen Arts Festival on March 13, 2024 to provide 2D and 3D Visual and Film and Animation for a total cost of \$400.00.
- J. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between POAC Autism Services and the Monroe Township Board of Education for a virtual professional development on "Autism Recognition and Response for School Nurses" to be held on February 16, 2024 for a cost of \$750.00.
- K. *It is recommended by the Superintendent of Schools that the Board approve the following rates for the bowling team for the 2023-2024 winter season:
- Knob Hill Country Lanes - \$3.00 per person per game
Bowlero North Brunswick - \$3.50 per person per game
- L. *It is recommended by the Superintendent of Schools that the Board approve Siobhan Hutchinson, instructor to teach Tai Chi to a self-contained class at the Monroe Township High School on November 21, 2023, November 28, 2023 and December 5, 2023. There is no cost for this service.
- M. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Propio LS, LLC and the Monroe Township School District to provide on-demand interpretation services on an as needed basis for the 2023-2024 school year (first year of a three year agreement).

File Attachments

[Student Teacher HS.pdf \(30 KB\)](#)

[Policies and regulation for first reading.pdf \(1,247 KB\)](#)

Meeting Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION
Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items A through J)

- A. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.
- B. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.
- C. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of December 2023.
- D. *It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the December 6, 2023 meeting:

253917

- E. *It is recommended by the Superintendent of Schools that the Board approve the following Policy for a second and final reading:

P 8500	Food Services (M) (Revised)
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- F. *It is recommended by the Superintendent of Schools that the Board approve student no. 92284 to attend the Hugh O'Brian Youth Leadership ("HOBY") conference on June 14, 2024 through June 16, 2024 for a registration fee cost of \$300.00.
- G. *It is recommended by the Superintendent of Schools that the Board approve Todd Nichols to provide a band workshop with the MTHS Wind Ensemble on March 12, 2024 for a cost of \$500.00.
- H. *It is recommended by the Superintendent of Schools that the Board approve Mr. Bill Freeman and Ms. JoAnn Johnson from the State of New Jersey to provide a professional development on February 9, 2024, from 10:00 am to 11:30 am on Transition and IEPs in the Monroe Township High School Guidance Conference Room. There is no cost for this professional development.
- I. *It is recommended by the Superintendent of Schools that the Board approve the Therapeutic Research Center, LLC. (TRC/NetCE) to provide a 12-month contract pricing for NetCE All-Access: Nurses, per-user cost of \$60.00 for a 35 User Count in the amount of \$2,100.00 providing a professional development for the school nurses.
- J. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted curriculum for the 2023-2024 school year:

Graphic Design 2

File Attachments

[Policy for second and final reading.pdf \(169 KB\)](#)

[Professional Development.pdf \(1,316 KB\)](#)

Subject

G. BOARD ACTION (9 MEMBER VOTE)

Meeting

Jan 17, 2024 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type

Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items K through U)

K. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.

L. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.

M. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.

N. It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of December 2023.

O. It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the December 6, 2023 meeting:

254577
255300
255536

P. It is recommended by the Superintendent of Schools that the Board approve the District's participation in Project Lead the Way Inc. (PLTW) for the Middle School PLTW Engineering Participation for the 2023-2024 school year at the cost of \$950.00.

Q. It is recommended that the Board approve the previously submitted Sidebar Agreement between the Monroe Township Board of Education and the Monroe Township Education Association.

R. It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Reid Sound and the Monroe Township Middle School to provide equipment and services on March 20, 2024 through March 25, 2024 for the 7th and 8th grade play "Shrek" for a total cost of \$4,940.30.

2023-2024 Professional Leave Requests				
Issued for Board Approval				
JANUARY 17, 2024				
DISTRICT/HIGH SCHOOL				
Last Name	First Name	Workshop Title & Location	Requested Dates	Cost
Fasbach	Katie	Coaching Fundamentals Course Virtual	1/18/2024	75.00
Kides	Michael	Coaching Fundamentals Course Virtual	1/18/2024	75.00
McLaughlin	Jason	Coaching Fundamentals Course Virtual	1/18/2024	75.00
Oskierko	Angela	Coaching Fundamentals Course Virtual	1/18/2024	75.00
Brozanski	Kaitlyn	Coaching Fundamentals Course Virtual	1/18/2024	75.00
McDonald	Ryan	Coaching Fundamentals Course Virtual	1/18/2024	75.00
Lombard	Andrew	Coaching Fundamentals Course Virtual	1/18/2024	75.00
Chanley	Chari	NJASA TechSpo 2024 Atlantic City, New Jersey	1/24/24;1/25/24;1/26/24	1180.50
Christie	Kristine	PAA-NJSBA Meeting Mercer County, New Jersey	1/30/2024	0.00

Exhibit E

20.	Dina DiMatteo-Avitto	MTMS	Spec. Ed. Para for After School Activities	Hourly step on guide	11-213-100-106-000-080	2023-2024 school year	New position
21.	Tami Goldstein	MTMS	Spec. Ed. Para for After School Activities	Hourly step on guide	11-213-100-106-000-080	2023-2024 school year	New position
22.	Evelyn Miccoli	MTMS	Spec. Ed. Para for After School Activities	Hourly step on guide	11-213-100-106-000-080	2023-2024 school year	New position
23.	Charm Ocil	MTMS	Spec. Ed. Para for After School Activities	Hourly step on guide	11-213-100-106-000-080	2023-2024 school year	New position

Subject

F. BOARD ACTION (10 MEMBER VOTE)

Meeting

Oct 18, 2023 – MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type

Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items A through W)

A. *Residency Contract

In accordance with Policy #5111 regarding residency contracts, it is recommended by the Superintendent of Schools that the Board approve the enrollment of the children noted on the attached Residency Contract whose family is under contract for future residency in Monroe Township.

B. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.

C. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.

D. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.

E. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of September 2023.

F. *It is recommended by the Superintendent of Schools that the Board approve the following Policies and Regulations for a first reading:

P 2270	Religion in the Schools (Revised)
P 3161	Examination for Cause (Revised)
P 3212	Attendance (M) (Revised)
R 3212	Attendance (M) (Revised)

P 3324	Right of Privacy (Revised)
P 4161	Examination for Cause (Revised)
P 4212	Attendance (M) (Revised)
R 4212	Attendance (M) (Revised)
P 4324	Right of Privacy (Revised)
P 5116	Education of Homeless Children & Youths (Revised)
R 5116	Education of Homeless Children & Youths (Revised)
P 5460	High School Graduation
P 8500	Food Services (M) Revised

G. *It is recommended by the Superintendent of Schools that the Board approve the following Regulation for a second and final reading:

R 2624	Grading System
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H. *It is recommended by the Superintendent of Schools that the Board approve the abolishment of the following Policy and Regulation:

P 5460.02	Bridge Year Pilot Program (M)
R 5460.02	Bridge Year Pilot Program (M)
P 8540	School Nutrition Programs (M)
P 8550	Meal Charges/Outstanding Food Service Bill (M)

- I. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between The Adventure Guild, LLC and the Monroe Township High School to provide qualified staff, as necessary, to perform services on the Client's Challenge course and/or climbing tower or wall for one day workshop, date to be determined, for a total cost of \$1,090.00. Contract for Challenge Course Services will be based on limited indoor climbing wall and climbing elements only.
- J. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Good Grief and the Monroe Township Public Schools to provide (6) six professional development workshops covering grief, loss, and adversity, responding with empathy and building resilience on October 24, 2023, December 6, 2023, January 10, 2024, February 14, 2024, March 6, 2024 and April 15, 2024 for a total cost of \$6000.00. (Grant Funded)
- K. *It is recommended by the Superintendent of Schools that the Board approve previously submitted agreement between the Monroe Township Board of Education and Michael A. Pattanite, Jr., Esquire to provide two professional development session on Student Discipline and Special Education at \$1250 each for a total cost of \$2500 on October 23, 2023. (Grant Funded)
- L. *It is recommended by the Superintendent of Schools that the Board approve The ARC of New Jersey, presenter Jennifer Harrison, to provide a SEPAG parent presentation on November 16, 2023 at 6:00 pm at the Monroe Township High School. There is no cost for this presentation.
- M. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Dr. Julia L. Baumanis and the Monroe Township School District to provide Masterclass for MTHS Symphonic Band on March 1, 2024 for a cost of \$500.00.

- N. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between the Monroe Township School District and Mad Science of West New Jersey to provide two events for the Falcon's Nest Preschool on March 19, 2024 for a total cost of \$625.00.
- O. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between the Monroe Township School District and Jenkinson's Aquarium to provide a program on Penguin Pointers for the Falcon's Nest Preschool morning and afternoon sessions on November 20, 2023 for a total cost of \$575.00.
- P. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between the Monroe Township School District and Full Effect Productions to provide a program on Fun with Magic for the Falcon's Nest Preschool morning and afternoon sessions on December 13, 2023 for a total cost of \$450.00.
- Q. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between the Monroe Township School District and Fun Bus to provide Fitness Fun for the Falcon's Nest Preschool morning and afternoon sessions on November 27, 2023 for a total cost of \$400.00.
- R. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted curriculum for the 2023-2024 school year:

AP Research
Honors Italian II
Honors Language Arts III
Spanish II
Working with Children II
Working with Children III
AP Government and Politics
EntreX Lab
US History II
US History II Honors

- S. *It is recommended by the Superintendent of Schools that the Board approve the following job description:
- Teacher/Board Certified Behavior Analyst (BCBA) with Registered Behavior Technician (RBT)
Truancy (Attendance) Officer
- T. *It is recommended by the Superintendent of Schools that the Board approve the Title I School Parent Involvement Policy for the Monroe Township High School for the 2023-2024 school year.
- U. *It is recommended by the Superintendent of Schools that the Board approve a modification to the agreement between Monroe Township District and American Institutes for Research. The purpose of this agreement is to provide professional learning aimed at building capacity to monitor and support school-based Child Study Teams use of evidence-based intensive intervention and teaming processes and building school level capacity to support Child Study Team's implementation of evidence-based intensive intervention practices and effective teaming at each grade span at a cost of Year 1: \$94,000.00 (2022-2023 school year) and Year 2: \$138,350.00 (2023-2024 school year) for a grand total of \$232,350.00.
- V. *It is recommended by the Superintendent of Schools that the Board approve National Constitution Center to provide a field trip on March 21, 2024. (Grant Funded)
- W. *It is recommended by the Superintendent of Schools that the Board approve the rate of pay for the following substitute positions effective January 1, 2024:
- Substitute Secretary \$15.13/hour
Substitute Paraprofessional \$15.13/hour
Substitute Avid Tutor \$15.13/hour

File Attachments[Title I School Parent Involvement Policy.pdf \(677 KB\)](#)[Student Teacher.pdf \(31 KB\)](#)[Policies and regulations for a first reading.pdf \(2,721 KB\)](#)[Regulation for second and final reading.pdf \(273 KB\)](#)[Professional Development.pdf \(303 KB\)](#)**Subject****G. BOARD ACTION (9 MEMBER VOTE)****Meeting**

Oct 18, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type

Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items X through AG)**X. Residency Contract**

In accordance with Policy #5111 regarding residency contracts, it is recommended by the Superintendent of Schools that the Board approve the enrollment of the children noted on the attached Residency Contract whose family is under contract for future residency in Monroe Township.

Y. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.

Z. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.

AA. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.

AB. It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of September 2023.

AC. It is recommended by the Superintendent of Schools that the Board approve the following out-of-district placement for the 2023-2024 school year:

Student No.	School	Start Date	Tuition
94084	Garden Academy	9/18/23	\$623.01 per diem
92528	NuView Academy	9/5/23	\$337.00 per diem
93406	Douglass Development Disabilities Center	10/2/23	\$720.54 per diem

AD. It is recommended by the Superintendent of Schools that the Board approve a MTEA Little Lending Community Library for each elementary school to provide a community book exchange for students and families. The MTEA has obtained a FAST grant of \$6,355 to fund the project.

AE. It is recommended by the Superintendent of Schools that the Board approve Prismatic Magic, LLC to provide an assembly on Bullying Prevention at Woodland School on January 12, 2024 for a total cost of \$899.00.

		Issued for Board Approval		
		OCTOBER 18, 2023		
		DISTRICT/HIGH SCHOOL		
Last Name	First Name	Workshop Title & Location	Requested Dates	Cost
Caruso	Zachary	Autism New Jersey 2023 Conference Atlantic City, New Jersey	10/19/23; 10/20/23	729.50
Lieboss	Stacey	Autism New Jersey 2023 Conference Atlantic City, New Jersey	10/19/23; 10/20/23	817.30
Carrier	Jared	NJ Counselor Day: Rutgers Business School Piscataway, New Jersey	10/20/2023	0.00
Dominguez	Damaris	NJ Counselor Day: Rutgers Business School Piscataway, New Jersey	10/20/2023	0.00
Drust	Danielle	NJCSS Meeting Monroe Township, New Jersey	10/27/2023	0.00
Rose	Jena	Transition Coordinators Network of NJ Holmdel, New Jersey	10/25/2023; 1/10/2024; 5/15/2024	53.58
Vitalin	Marina	Roles of International Organizations in the Economy Virtual	11/4/2023	25.00
Cobb	Meghan	PLTW Computer Science Principles PDP Virtual (Board Date was revised to 9/20/23 from 9/13/2023) (9/20/23 Board Meeting Cancelled)	9/20;10/4;10/18;11/1; 11/15;12/6; 12/20/23 1/10/24;1/24;2/7;2/21; 3/13;4/10;4/24; 5/1; 5/22/2024	1265.00

Exhibit F

MONROE TOWNSHIP BOARD OF EDUCATION
423 BUCKELEW AVENUE
MONROE TOWNSHIP, NJ 08831
PH: 732-521-1500 FAX: (732) 521-2719

Lisa Goldstein
Custodian of Records

BY EMAIL ONLY TO: Tax Payer <opra+request-57613-7e1e4a72@requests.opramachine.com>

January 31, 2024

Tax Payer

Re: Open Public Records Act Request

Dear Tax Payer:

The District is in receipt of your request for records under the Open Public Records Act. Specifically, your request sought:

"A copy of all paid trainings taken by Superintendent Chari Chanley for year 2023. Please include certificates of completion, proof of completion, payments, requests for training."

Your request is denied. The District has no records responsive to this request. See *Klock v. Newark Public Schools*, GRC Complaint No. 2013-242 (July 2014) (Finding that Custodian properly denied a request where there were no responsive documents); *Pusterhofer v. N.J. Dep't of Education*, GRC Complaint No. 2005-49 (July 2005) ("The Custodian has certified that the requested record does not exist. Therefore, the requested record cannot be released and there was no unlawful denial of access").

Sincerely,



Lisa Goldstein
OPRA Secretary/Custodian of Records

cc: Dr. Chari Robynne Chanley, Superintendent of Schools
Mr. David Disler, Esq., Porzio, Bromberg & Newman, P.C.

Exhibit G

Monroe Township Board of Education

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District Policy

3240 - PROFESSIONAL DEVELOPMENT FOR TEACHERS AND SCHOOL LEADERS (M)

Section: Teaching Staff Members
 Date Created: June 2003
 Date Edited: October 2017

3240 PROFESSIONAL DEVELOPMENT FOR TEACHERS AND SCHOOL LEADERS (M)**M**

The Board of Education encourages all teaching staff members to pursue a program of continuing professional development by course work or matriculation in institutions of higher learning, participation in workshops and conferences, membership in professional organizations, and/or independent scholarship.

Teaching staff members may be permitted to: visit other schools and classrooms; attend local, regional, or national conferences; participate in committees, workshops, and panels, both within and outside the district. Requests for participation in such professional development activities must be submitted in writing to the Superintendent or designee for approval. In addition, the Board of Education must approve all travel expenditures in accordance with N.J.S.A. 18A:11-12 and the State of New Jersey Department of the Treasury, Office of Management and Budget Circulars 08-19-OMB and 06-14-OMB (OMB Circulars) and any superseding circulars and any additional requirements set forth in N.J.A.C. 6A:23A-7 et seq.

A teaching staff member who has been granted time off and/or approved to be reimbursed for a professional development activity shall submit to the Superintendent or designee, with a copy to the School Business Administrator/Board Secretary, within ten working days, a brief written report that includes the primary purpose of the travel, the key issues addressed at the event, and their relevance to improving instruction or the operations of the school district.

All active teachers, defined as staff whose positions require possession of the instructional or educational services certificates in accordance with N.J.A.C. 6A:9B-8 through 11 and 13 and all active school leaders serving on a permanent or interim basis whose positions require possession of the Chief School Administrator, Principal, or Supervisor endorsement in accordance with N.J.A.C. 6A:9B-12 shall comply with the professional development requirements as outlined in N.J.A.C. 6A:9C-4.1 et seq.

To meet the professional development requirement, each teacher shall be guided by an individual Professional Development Plan (PDP), which shall include at least twenty hours per year of qualifying activities as outlined in N.J.A.C. 6A:9C-4.4. The PDP shall be developed by each teacher's supervisor in consultation with the teacher and shall align with the Professional Standards for Teachers in N.J.A.C. 6A:9-3.3 and the Standards for Professional Learning in N.J.A.C. 6A:9C-3.3. The PDP shall be updated annually in accordance with N.J.A.C. 9C-4.4(c) and modified during the year as outlined in N.J.A.C. 9C-4.4(d).

District-level and school-level professional development planning and implementation shall be in accordance with the requirements of N.J.A.C. 6A:9C-4.2.

Implementation of the professional development requirement for school leaders shall be in accordance with N.J.A.C. 6A:9C-4.3.

The Board of Education shall comply with the monitoring and assistance requirements as outlined in N.J.A.C. 6A:9C-4.4.

The Board shall monitor and enforce the professional development requirements for teachers and school leaders set forth in N.J.A.C. 6A:9C-4.1 et seq. and shall actively assist and support the provision of opportunities and resources, and the efforts by teachers and school leaders to meet the professional development requirements.

N.J.S.A. 18A:31-2; 18A:6-11
 N.J.A.C. 6A:9-3.3; 6A:13-2.1; 6A:9B-8 through 13; 6A:9C-3.3;
 6A:9C-4.1 et seq.

Adopted: June 11, 2003
 Revised: December 16, 2009
 Revised: August 31, 2016
 Revised: October 18, 2017



LENOX, SOCEY, FORMIDONI, GIORDANO, LANG, CARRIGG & CASEY

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†CERTIFIED AS A CIVIL TRIAL ATTORNEY

February 29, 2024

Brigid C. Martens Acting Director
Office of School Ethics
New Jersey Department of Education
100 Riverview Plaza | Trenton, NJ - 08625 Work: 609-376-9115
Email: Brigid.Martens@doe.nj.gov

**Re: Surendra Vallabhaneni v. Chari Chanley, Monroe
Township Board of Education, Middlesex County
School Ethics Commission Docket No.: C09-24**

Dear Acting Director Martens:

This office represents the Respondents Monroe Township Board of Education and Dr. Chari Chanley, Superintendent. Please accept this written statement pursuant to N.J.A.C. 6A:28-7.2.

I. Statement of Facts

The Complaint alleges three separate unrelated factual circumstances, that Petitioner claims violates School Ethics Act ("SEA") in three subsections, N.J.S.A. 18A:12-24(a), N.J.S.A. 18A:12-24(b), N.J.S.A. 18A:12-24(c). See Complaint. The Complaint is divided into three Counts addressing different action. This Written Statement addresses both the reasons the Complaint should be dismissed outright without further investigation as would a

motion to dismiss, and also provides a written response to the allegations presented.

Count One alleges Dr. Chanley violated the SEA when she recommended compensated stipend home instruction approvals for her husband. Count Dismissal is warranted for multiple reasons. First, the Complaint misstates the Board's actions relating Ken Chanley's employment. Note, the full Board Meeting Minutes demonstrate the allegations in Count One are not supported by evidence. Exhibit A; Exhibit B; Exhibit C. The Board did not take action to approve Ken Chanley for any position on the cited dates. Id. Mr. Chanley's name only appears on the Board Meeting Minutes under the Superintendent's Report, meaning information provided to the Board, not Board Action. Exhibit A. The procedure the Board utilizes to recommend items regarding Mr. Chanley's employment is clearly exhibited in the Board Meeting Minutes. Exhibit A at 24, 31. Without a recommendation by Dr. Chanley, or Board Action upon her recommendation, on any item involving the employment of Mr. Chanley, there is no factual predicate for any of the alleged violations of the SEC contained in Count One.

Second, the Commission previously dismissed the exact same issue presented in Count One involving the same parties and identical claims. Exhibit D. The only difference between the previously dismissed claims and the claims presented in Count One are the dates of the alleged violation. The Commission's reasoning

in granting the prior motion to dismiss in August 2023 applies, and mandates dismissal here. As such, Count One must be dismissed at this juncture.

Count Two alleges Dr. Chanley violated the SEA by making recommendations for Board Approval for her own professional development. This claim must be dismissed because professional development approval is a contractual right, not a stipend payment or additional benefit. Exhibit E. As a contractual right, Dr. Chanley's professional development was previously agreed upon by the Board, and accepted by the Department of Education. Exhibit G. Dr. Chanley obtained no additional benefit, unwarranted privilege or reasonable expectation that the Superintendent's objectivity Finally, contrasted to the procedure utilized for family members, there is no subordinate within the District that can serve in a position to recommend professional development for the Chief School Administrator. Logically this does not make sense, and the practice across the state demonstrates the lack of SEC violation for approval of professional development. Dismissal is clearly warranted as to Count Two.

Finally, Count Three alleges Dr. Chanley violated the SEA by approving professional development, leaves of absence and an acting principal because allegedly all actions involve layers of supervision over Ken Chanley. Count Three must be dismissed because professional development is a contractual employee right, and

leaves of absence are both contractual and statutory employee rights. There is no additional benefit or unwarranted privilege associated with Dr. Chanley's recommendation of any employee's receipt of statutory and legal right for marking the type of absence used for an employee. Second, the Superintendent is statutorily responsible for the administration of the schools as the chief school administrator. No other employee is authorized to recommend appointment for positions like acting principal. Additionally, even if recommended by the Acting Superintendent, the alleged issue created by Petitioner here will still exist as the Assistant Superintendent is evaluated and supervised by Dr. Chanley as the Chief School Administrator. If a violation existed for recommending the appointment of an Acting Principal, a school district would grind to a halt if an administrator needed to be appointed to fill a mandatory position. For these reasons, Count Three must be dismissed.

As set forth fully below, the Complaint fails to state a violation of the SEA and as such, must be dismissed in its entirety.

II. Legal Standard

In an initial review under the new procedures the SEC can determine whether the complain should be dismissed. In this review, the Commission shall review the facts in the light most favorable to the non moving party, and determine whether the allegations if

true could establish violations of the SEA. Unless the parties are otherwise notified, a motion to dismiss and any response is reviewed by the Commission on a summary basis. N.J.A.C. 6A:28-8.1 et. Seq.. Thus, the question before the Commission is whether complaint has pled sufficient facts which, if true, could support a finding that respondent violated N.J.S.A. 18A:12-24(a), 18A:12-24(b), N.J.S.A. 18A:12-24(c) as stated in Counts One, Two and Three.

The SEA in Subsection A states:

No school official or member of his immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest. N.J.S.A. 18A:12-24(a).

To credit a violation of subsection A the Commission must find evidence that respondent or a member of her immediate family has an interest in business organization or engaged in any business, transaction, or professional activity which was in substantial conflict with the proper discharge of her duties in the public interest.

The SEA in Subsection B states:

No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others. N.J.S.A. 18A:12-24(b).

To credit a violation of subsection B, the Commission must find evidence that Dr. Chanley used or attempted to use her official position to secure an unwarranted privilege advantage or employment for herself members of her immediate family or "others."

The SEA in subsection C states:

No school official shall act in his official capacity in any manner where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family.
N.J.S.A. 18A:12-24(c)

To find a violation of subsection C, the Commission must find evidence that responded acted in her official capacity in a manner where she, where a member of her immediate family, had a direct or indirect financial involvement that might reasonably be expected to impair her objectivity, or in a matter where she had a personal involvement that created some benefit to her, or to a member of her immediate family.

Here, the allegations by Complainant as to Count One are false, and clearly demonstrated by the Approved Board Meeting Minutes. Exhibit A; Exhibit B; Exhibit C. Further, the Commission has already dismissed this exact claim, premised upon different Board Meeting dates. Exhibit D. No possible violation of the SEA

could be proven regarding Count One, because the complaint rests upon an erroneous premise that could never be proven true. Regardless of the truth of the factual allegation, the Commission considered and dismissed this claim previously brought regarding the exact same alleged inappropriate action. Dismissal is warranted.

As to Count Two professional development is specifically contracted for, employment obligation by the Board. The Superintendent Contract, approved by the Department of Education, and Board of Education specifically provides the obligation of the Board to approve days for professional development for the Superintendent. Exhibit F. Again, even if the allegation is accepted as true, recommending approval of a contractual obligation of the Board, and a contractual right of the Superintendent cannot violate the SEA.

As to count 3, professional development is again a contractual obligation of the board. A approval of a medical leave is a statutory obligation of the board once the employees request for leave is approved by the appropriate medical personnel. Approval of an acting principal to fill the role of the principal on medical leave is an obligation solely directed to the Superintendent of the district by statute. There is no employee within the district that could recommend the acting principal both by statute and that would not be evaluated ultimately or supervised by the

Superintendent. There is no evidence even alleged as to the required elements of proof for this allegation and the complainant could never show an unwarranted benefit or that Dr. Chanley's actions on contractually legally and statutorily required items violated the act or Was anything other than the orderly discharge of her duties as Superintendent of the school.

The Complaint does not allege, or provide evidence of, material, unwarranted, or other undue benefits received by employees as a result of the allegedly inappropriate actions of Dr. Chanley. Should the Commission disagree with dismissal at this juncture, respondent respectfully suggests additional briefing for a hearing on the merit would be necessary to resolve whether Dr. Chanley's actions as alleged provided unwarranted or undue benefit. Respondent suggests the lack of proof submitted affirmatively on these critical issues, warrants dismissal in its own right.

For the cited reasons, dismissal is warranted as to the Complaint without further proceedings.

III. Legal Argument

A. Count One must be dismissed as it is not factually supported and does not have basis for a violation of the act as previously held by the Commission.

1. Dr. Chanley did not recommend Board action related to her husband.

Count One fails to state a claim under the SEA because it is factually premised upon an incorrect allegation by Complainant. On August 23, 2023 the Board of Education did not vote upon the recommendation of the Superintendent regarding any action related to Ken Chanley. However, Dr. Chanley did not make a recommendation to the Board regarding Ken Chanley.

Review of the August 16, 2023 Board Meeting Minutes clearly demonstrate the lack of factual support for Count One. The Minutes reflect when the meeting approaches the "Superintendent Report/Recommendations." The subject of item is defined, and it constitutes a report if there is no associated action item or vote by the Board. Id. An item is a recommendation, when clearly stated, and again, associated with a Board Action Item and recorded vote. Id.

Incredibly the procedure previously recognized by the Commission was utilized by the Board during the August 16, 2023 meeting. Exhibit A at 24, 31. This procedure involves the Assistant Superintendent taking an Acting Superintendent role to recommend Board Action. This portion, or even a full copy of the

Superintendent Report/Recommendation section of the Meeting Minutes was not provided to the Commission for review. This omission was clearly intentional as demonstrated by the full minutes themselves.

As noted in the November 15 2023 minutes, the superintendent's report encompasses subject items a through D. Exhibit B at 4-8. Notably different is the recommendations by the Superintendent for board action, which begins at subject item E and continues through the conclusion of the Superintendent report and recommendations. Exhibit B at 8-25.

Again, consultation to the full board meeting minutes from December 6, 2023 demonstrates Dr. Chanley did not recommend any action regarding her husband's employment. Exhibit C. The Superintendent Report encompasses items A through C, including home instructors for the month, fire drills, and enrollment. Exhibit C at 14-18. As contrasted to the Superintendent Recommendations, which are conspicuously noted by an Action Item and Recorded Vote in Subjects matters D through G. Id. At 18-34.

It is abundantly clear from review of the full copy of the approved Board Meeting Minutes that Dr. Chanley did not recommend any action item regarding her husband, Ken Chanley. Exhibit A through C. The Minutes are clear when an Action Item is presented, and the motion preceding Board Action is clearly stated. Similarly, it is abundantly clear when the Superintendent is merely reporting

information to the to the board regarding the month's activities. Without board action Dr. Chanley cannot have violated the SEA in any of the three subsections as alleged. The Complaint completely lacks the alleged factual predicate for a violation of the SEA in Count One.

2. The Commission has previously dismissed this claim, and the same analysis applies here.

On August 22nd 2023 the Commission considered a motion to dismiss relative to C 12-23 a prior SEA complaint brought by this complaint against Dr. Chanley and the Board. Exhibit D. The prior complaint alleged identical issues regarding Dr. Chanley's alleged recommendation for her husband to perform Home Instruction services. The only difference in the complaints is the date of the Board meeting when the violation is alleged to have occurred. The Commission assessed the process described above, and found that even if true, the alleged actions would not violate the SEA.

Without need to further address the legal principals of collateral estoppel, the Commission's previous reasoning is unquestionably applicable here, mandating dismissal of Count One.

B. Count Two must be dismissed because professional development is a contractual obligation of the Board owed to Dr. Chanley, and there is no evidence of a violation of the SEA.

1. Professional Development is a Contractual Obligation.

The Superintendent Contract, approved by the Department of Education, and Board of Education specifically provides the obligation of the Board to approve days for professional development for the Superintendent. Exhibit E; Exhibit F. Even if the allegation is accepted as true, recommending approval of a contractual obligation of the Board, and a contractual right of the Superintendent cannot violate the SEA.

Dr. Chanley's employment during the 2023-2024 school year was governed by two contracts. The first contract governs the period of July 2022 to June 30, 2025, as agreed upon by the Board and Dr. Chanley in July 2022. Exhibit E. The second contract governs the period of January 1, 2024 through June 30, 2028, as agreed upon in January 2024. Exhibit F. Professional development in both contracts is governed by Article IV, Salary and benefits.

The first contract states in Article IV Subsection C in relevant part:

Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Middlesex County Administrators Association, Learning Forward, ASCD and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences. The Superintendent shall be entitled to attend the annual NISBA/NIASA/NTASBO Workshop and Convention, NJASA TECHSPO, the annual conference of the NJ ASA, the annual AASA

conference, AASA SEL Cohort meetings, and/or the AVID Summer Institute. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board Policies. In addition to the above, the parties acknowledge that the Superintendent engages in mentoring through New Jersey Leaders to Leaders ("NJ L2L"). The board acknowledges that the Superintendent may continue her activities through NJ L2L on her own time or while taking vacation time from the district. There will be no expense to the district for the Superintendent's activities through NJ L2L. Exhibit E at 6-7.

The second contract states in relevant part at Article IV subsection C:

Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Middlesex County Administrators Association, Learning Forward, ASCD and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences. The Superintendent shall be entitled to attend the annual NISBA/NIASA/NTASBO Workshop and Convention, NJASA TECHSPO, the annual conference of the NJASA, the annual AASA conference, AASA SEL Cohort meetings, and/or the AVID Summer Institute. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board Policies. In addition to the above, the parties acknowledge that the Superintendent engages in mentoring through New Jersey Leaders to Leaders ("NJ L2L"). The board acknowledges that the Superintendent may continue her activities through NJ L2L on her own time or while taking vacation time from the district. There will be no expense to the

district for the Superintendent's activities through NJ L2L. Exhibit F at 7.

Professional development for Dr. Chanley specifically prescribed by the contractual terms of her two Superintendent contracts. Exhibit E; Exhibit F. Dr. Chanley bargained for these contracts with the Board of Education, which was approved by the board and also approved by the County Executive Superintendent on behalf of the Department of Education. Exhibit G. The provision of professional development cannot be the basis for an SEA violation because it is a contractual obligation of the board to Dr. Chanley.

Additionally it must be noted the approval is to utilize leave for professional development, not to take a Board paid trip to Florida or Atlantic City. The Board approval is for Dr. Chanley to utilize professional days in leave to attend the conference, and the costs of the conference attendance. Her Contract specifically allows for this, but the assertion in the Complaint is for a tax payer funded vacation, not approval to utilize leave to attend professional development and the actual attendance costs.

It is the established practice of this Board, and others across New Jersey for the Superintendent to recommend their own leave for professional development. Indeed, a Superintendent is directly evaluated by the Board. N.J.S.A. 18A:17-20.3. The procedure utilized relative to Ken Chanley to ensure Dr. Chanley makes no recommendations regarding his employment, does not

practically work in the professional development scenario. Played out by example, an employee who operates on a day to day basis as the Assistant Superintendent would take the acting superintendent role to recommend Dr. Chanley's professional development. The assistant superintendent is subordinate the superintendent in job title and professional duties. Logically, a subordinate should not recommend professional development for an employee who is superior on the organization chart. Additionally, how would the assistant superintendent know what to recommend without information from the Superintendent as to what professional development she sought? This procedure simply does not work in this scenario, and the SEA should not compel an absurd result.

It must be noted if Dr. Chanley's action here in recommending her own professional development leave is a violation of the SEA, than she will be unable to attend any professional development creating a contractual issue between her and the Board. There is no sound educational policy that could support an educational leader not engaging in professional development.

Because the right to receive professional development is expressly stated in the Board and Department of Education approved superintendent contract, there is no basis for an SEA complaint regarding the superintendent recommending her own professional development. Count Two must be dismissed.

2. There is no evidence of an SEA violation in support of Count Two

Contrary to the assertions in the Complaint, the approval provided by the Board relative to professional development is for Dr. Chanley's use of a professional leave to attend the professional development. Complainant's Exhibit A. Unlike the suggestion of the Complainant, there is no taxpayer funded vacation by approving a leave of absence. It is absurd to suggest the cost to the board associated with the professional development, especially in light of the listed and approved cost to the board. Id. Any reimbursement that is attached to Dr. Chanley's attendance at professional development is an agreed upon contractual obligation of the Board, not an additional benefit she has secretly obtained from the public funds. Any reimbursement issued to Dr. Chanley is not at issue in the Complaint because there is no evidence reimbursement was ever sought from the Board. The entirety of the allegation contained in Count Two is nothing more than an attempt to besmirch the reputation of Dr. Chanley for her attendance at contractually obligated professional development.

Turning to the alleged violations of the Act and the considered elements of proof, Count Two must be dismissed. There is no professional activity by Dr. Chanley that in in substantial conflict with the proper discharge of her duties in the public interest. N.J.S.A. 18A:12-24(a). In fact, ensuring the Board

complies with its contractual obligations is a required duty of the Superintendent. Exhibit E; Exhibit F at 1-2. There is no connection between this subsection of Prohibited Acts, and the allegations regarding Dr. Chanley's contractual professional development.

Similarly Dr. Chanley had no "direct or indirect financial involvement that might reasonably be expected to impair her objectivity or independence of judgment" because no independent judgment is required when the terms are contractual. N.J.S.A. 18A:12-24(b). Dr. Chanley utilized her contractual professional development to obtain professional development. Her recommendations are objective because the financial considerations of professional development were contractually obligated. Exhibit E; Exhibit F. There is no evidence that Dr. Chanley even received reimbursement for the professional development, the complained of board action is for professional leave to take development courses. Id. The allegations, even accepted as true do not give rise to a violation of the Prohibited Acts of the SEA. N.J.S.A. 18A:12-24(b).

Finally, looking to subsection C, it becomes clear that an SEA violation did not occur here. Complainant would need to prove Dr. Chanley in "her official capacity in a manner where she... had a direct or indirect financial involvement that might reasonably be expected to impair her objectivity, or in a matter where she

had a personal involvement that created some benefit to her." N.J.S.A. 18A:12-24(c). A violation would require evidence of financial involvement that might reasonably expected to impair her objectivity." No objectivity could be impaired when contractual rights and obligations are at stake. Dr. Chanley must recommend professional development because it is contractually provided for, and offers a benefit to the District through its use of an effective leader.

C. Count Three does not state a claim for a violation of the SEA relative to Dr. Chanley's approvals for professional development, unpaid sick leave, and an acting principal of the middle school.

Count Three raises three separate factual scenarios all relative to the supervisors of her husband Ken Chanley in the Monroe Township Middle School. Complainant alleges the professional development approval for Ken Chanley's supervisor, principal and vice principal is a violation of the S.E.A. Second, Complainant alleges Dr. Chanley's approval of professional development and an unpaid sick leave for the building principal is a violation of the SEA. Finally, Complainant alleges Dr. Chanley's approval of an acting principal to fill the role of the principal while he is on leave is a violation of the SEA.

As stated above, professional development is a contractual right of any member of the Monroe Township Administrator's Association as specifically stated in their collective bargaining

agreement. Exhibit H. The Superintendent's recommendation for an employee to receive a bargained for contractual obligation, is the orderly operation of the school and not a violation of the SEA. These employees were entitled to this professional development regardless of their supervision of Ken Chanley.

As to the second claim, Complainant alleges Dr. Chanley recommended leaves of absences for her husband's supervisor principal of the Monroe Township Middle School Dr. Heggins. The Right to a medical leave of absence is both statutory, contractual, and pursuant to Board policy. Again, this is the orderly operation of the school. There is no benefit provided to Dr. Heggins other than what she has already entitled to by law and contract given to him through Dr. Chanley's recommendation.

Finally, Complainant alleges Dr. Chanley recommended a vice principal serve as the acting principal during the principal's leave of absence which because there was a benefit to this vice principal by becoming the acting principal during a medical leave of absence, the recommendation was allegedly inappropriate because of the supervisory aspect of Ken Chanley. This argument again has no merit because a school is required to have a principal, nominating and selecting an individual for an acting principal role as well within the statutory obligations of a superintendent, nothing about the role of the vice principal to the acting

principal changed with regards to supervision of Ken Chanley and there is no basis in fact for a S.E.A. violation here.

1. Professional Development is a contractual obligation.

The Monroe Township School Administrator's Association ("MTSAA") has a collective bargaining agreement with the District that covers their contractual right to professional development amongst other things. Exhibit H. Article 8 subsection B convention seminars and conferences states an applicable part:

B. Conventions, Seminars and Conferences
With the approval of the Superintendent, administrators and district supervisors will be permitted to attend professional seminars, conferences and conventions which have for their theme subjects of interest to the professional progress of our schools. Administrators and district supervisors who attend these functions shall be reimbursed by the Board for expenses and mileage in accordance with New Jersey Regulations as related to A5 Chapter 53 and OMB circulars. All members of the unit will continue to be permitted to attend the NJPSA annual fall convention with all expenses being paid by the Board, in accordance with New Jersey Regulations as stated above. Members may also attend national conferences. National conferences attended by members of the Monroe Township School Administrators Association will be limited to an aggregate annual total maximum number of 5. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations. If the Board requires a unit member to attend such a convention, that convention does not count against the number of conventions guaranteed by this Agreement. Exhibit H.

Clearly the agreement between the Monroe Township School Administrator Association, which covers supervisors, vice principals, and principals, contractually obligates the board to provide approval for an allowance for professional leaves of absence. Id. The superintendent merely as complying with the collective bargaining agreement by recommending the Administrators be approved for the leave of absences to utilize professional development, a contractual obligation. As stated above, this action cannot give rise to an SEA violation.

Turning to the alleged violations of the Act and the considered elements of proof, Count Three must be dismissed. There is no professional activity by Dr. Chanley that is conducted in substantial conflict with the proper discharge of her duties in the public interest. N.J.S.A. 18A:12-24(a). In fact, ensuring the Board complies with its contractual obligations to other employees is a required duty of the Superintendent. Exhibit E; Exhibit F at 1-2. There is no connection between this subsection of Prohibited Acts, and the allegations regarding Dr. Chanley recommending approval for leave for contractual professional development of these employees.

Similarly Dr. Chanley had no "direct or indirect financial involvement that might reasonably be expected to impair her objectivity or independence of judgment" because no independent judgment is required when the terms are contractual. Dr. Chanley

recommended the Board formalize a contractual professional development obligation to its employees, to obtain professional development. Her recommendations are objective because the financial considerations of professional development were contractually obligated. Exhibit E; Exhibit F. The allegations, even accepted as true do not give rise to a violation of the Prohibited Acts of the SEA. N.J.S.A. 18A:12-24(b).

Finally, looking to subsection C, it becomes clear that an SEA violation did not occur here. Complainant would need to prove Dr. Chanley in "her official capacity in a manner where she... had a direct or indirect financial involvement that might reasonably be expected to impair her objectivity, or in a matter where she had a personal involvement that created some benefit to her." N.J.S.A. 18A:12-24(c). A violation would require evidence of financial involvement that might reasonably expected to impair her objectivity." No objectivity could be impaired when contractual rights and obligations are at stake. Dr. Chanley must recommend professional development for these employees because it is contractually provided for, and offers a benefit to the District as it admittedly values profession development. Exhibit H.

Clearly there is no basis for Count Three to move forward as a matter of law.

2. Leaves of Absence for Illness are legally mandated.

Again, the MTSSA contract governs administrator leave benefits under article 13 subsections A and B. Exhibit H. Specifically, the agreement states "[t]he need to overextend any leave shall result in a reduction of 1/4th of his or her annual salary." Exhibit H. Additionally, Monroe Township Board of Education enacts a Family Medical Leave Act Policy. Exhibit I. The policy specifically allows for unpaid leaves of absence once an employee utilizes all of their sick time. *Id.* FMLA is a federal statute that mandates this leave and is complimented by the New Jersey Family Leave Act.

Once an employee presents qualifying medical reason, there is no lawful basis to deny an unpaid leave of absence or FMLA leave. This point is critical as the recommendation for Dr. Chanley for the Board to approve this leave was already managed by the Board Physician and the medical documentation submitted by the Principal. This recommendation is the orderly maintenance of a school district.

Further, the Principal has a contractual and statutory right to obtain this leave. Exhibit H; Exhibit I. He receives no extra benefits for the leave other than those contractually defined and obligated by statute. Id. The Board would be liable to him if it unlawfully denied the leave. Id. As a result, without any additional benefit to the principal, the Superintendent's

recommendation him to receive an unpaid medical leave does not violate the S.E.A.

Turning to the alleged violations of the Act and the considered elements of proof, Count Three must be dismissed. There is no professional activity by Dr. Chanley that acts in substantial conflict with the proper discharge of her duties in the public interest. N.J.S.A. 18A:12-24(a). In fact, if she did not recommend this leave of absence, she would be ensuring the Board violated the law. Ensuring the Board complies with the law, and its contractual obligations is a required duty of the Superintendent. Exhibit E; Exhibit F at 1-2. There is no connection between this subsection of Prohibited Acts, and the allegations regarding the principal's leave of absence.

Similarly Dr. Chanley had no "direct or indirect financial involvement that might reasonably be expected to impair her objectivity or independence of judgment" because no independent judgment is required when the terms are contractual. Exhibit H. Receipt of an unpaid medical leave is contractual and statutory, and is mandatory once qualified medical evidence is submitted to support the leave. Exhibit I. Her recommendations are objective because the financial considerations of professional development were contractually obligated. Exhibit E; Exhibit F. There is no evidence Dr. Chanley even received reimbursement for the professional development, the complained of board action is for

professional leave to take development courses. Id. The allegations, even accepted as true do not give rise to a violation of the Prohibited Acts of the SEA. N.J.S.A. 18A:12-24(b).

Finally, looking to subsection C, it becomes clear that an SEA violation did not occur here. Complainant would need to prove Dr. Chanley in "her official capacity in a manner where she... had a direct or indirect financial involvement that might reasonably be expected to impair her objectivity, or in a matter where she had a personal involvement that created some benefit to her." N.J.S.A. 18A:12-24(c). A violation would require evidence of financial involvement that might reasonably expected to impair her objectivity. No objectivity could be impaired when contractual rights, and stator obligations are at stake. Dr. Chanley must recommend the leave of absence because it is contractually provided for and statutorily mandated. It also conferred no additional benefit beyond that which was contractually contemplated.

There simply is no proof that Dr. Chanley violated the SEA in Count Three by recommending approval of an unpaid leave of absence to the Middle School Principal.

3. A superintendent Recommending approval of an Acting Principal already working in the building as a supervisor of a relative does not violate the SEA.

Count Three also alleges violations of the SEA due to Dr. Chanley's recommendation that a former Vice Principal and Supervisor in the Monroe Township Middle School take the role of

acting principal during Principal Jim Higgins leave of absence. Acting principal is a temporary role filled during the leave of absence. The individual who took the acting principal role was a vice principal in the building and already a supervisor of Ken Chanley. As such, no responsibilities or role changed relative to supervision of Ken Chanley that could support a factual predicate for a SEA violation by Dr. Chanley making employment recommendations over Ken Chanley's supervisor.

Additionally, New Jersey Statutes and Code do not permit any school employee other than the superintendent to make an appointment recommendation relative to personnel in an acting principal. C To this end, the superintendent could not abrogate her authority to another individual within the District to make the recommendation to fulfil the acting principal role. Id. The statute also requires a building level principal be present, such that, an acting principal was mandated by Statute when the building principal necessitated and medical leave. Further, there is no escaping the Supervisory relationship of the Superintendent as set forth at length above, over any other employee who would make this recommendation. Simply stated, the SEA cannot prohibit what statute mandatorily requires. As such, Dr. Chanley's recommendation cannot be a violation of the SEA

Turning to the alleged violations of the Act and the considered elements of proof, Count Three must be dismissed. There

is no professional activity by Dr. Chanley that acts in substantial conflict with the proper discharge of her duties in the public interest. N.J.S.A. 18A:12-24(a). In fact, if she did not recommend this an acting principal, she would be violating the law, and leaving a building without a lead administrator. Ensuring the Board complies with the law, and its contractual obligations is a required duty of the Superintendent. Exhibit E; Exhibit F at 1-2. There is no connection between this subsection of Prohibited Acts, and the allegations regarding Dr. Chanley's contractual professional development.

Similarly Dr. Chanley had no "direct or indirect financial involvement that might reasonably be expected to impair her objectivity or independence of judgment" because the individual appointed already supervised her husband and therefore created no new supervisory relationship or evaluative relationship. The acting principal did not evaluate Mr. Chanley, did not recommend a raise or other promotion, and had no impact on Mr. Chanley other than a different person serving in the role than the full time principal. The individual selected already supervised Mr. Chanley. The allegations, even accepted as true do not give rise to a violation of the Prohibited Acts of the SEA. N.J.S.A. 18A:12-24(b).

Finally, looking to subsection C, it becomes clear that an SEA violation did not occur here. Complainant would need to prove

Dr. Chanley in "her official capacity in a manner where she... had a direct or indirect financial involvement that might reasonably be expected to impair her objectivity, or in a matter where she had a personal involvement that created some benefit to her." N.J.S.A. 18A:12-24(c). A violation would require evidence of financial involvement that might reasonably expected to impair her objectivity. No objectivity could be impaired the individual promoted to the temporary acting position did not evaluate Mr. Chanley, did not recommend promotion or any employment action relative to Ken Chanley. The individual previously supervised Mr. Chanley as a vice principal, which she continued after the conclusion of the acting role when the principal's medical leave expired. Dr. Chanley must recommend the leave of absence because it is statutorily mandated. N.J.S.A. 18A:27-4.1.

There simply is no proof that Dr. Chanley violated the SEA in Count Three by recommending approval of a temporary acting principal.

IV. CONCLUSION

For the foregoing reasons, the Commission should dismiss the Complaint in its entirety.

Very truly yours,
/s/Michael A. Pattanite, Jr. Esq.

Michael A. Pattanite, Jr., Esq.

CC: Surendra Vallabhane, via email

Dr. Chari Chanley, via email
Chrissy Skurbe, via email

Exhibit A

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

The meeting was called to order by Board President Chrissy Skurbe at 7:00 p.m.

ATTENDANCE

Ms. Michele Arminio
Ms. Kathleen Belko
Ms. Karen Bierman
Ms. Gazala Bohra
Mr. Ken Chiarella
Mr. Adi Nikitinsky
Ms. Kate Rattner
Ms. Chrissy Skurbe

JAMESBURG BOARD MEMBER REPRESENTATIVE PRESENT

Mr. Paul Rutsky

STAFF PRESENT

Ms. Chari Chanley, Superintendent of Schools
Ms. Laura Allen, Acting Business Administrator

ATTORNEY PRESENT

Mr. Vito Gagliardi, Porzio, Bromberg & Newman, P.C.

MEMBERS OF THE PUBLIC – approximately 34

After the Pledge of Allegiance, the Acting Board Secretary took the roll call and read the following statement:

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted July 15, 2022:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

APPROVAL OF MINUTES

A motion was made by Ms. Bohra and seconded by Ms. Bierman to approve the minutes for the Special Public Board of Education Meeting, June 14, 2022. Motion carried with Ms. Rattner recusing and Ms. Arminio opposing.

A motion was made by Ms. Bierman and seconded by Ms. Bohra to approve the minutes for the Closed Session Meeting, June 14, 2022. Ms. Arminio expressed concern that the minutes did not specify that there were two candidates interviewed. Ms. Bierman and Ms. Bohra accepted a

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

friendly amendment to the motion to approve the minutes with the caveat that they include the number of candidates interviewed. Motion carried with Ms. Rattner recusing.

A motion was made by Ms. Rattner and seconded by Ms. Bierman to approve the minutes for the Public Board of Education Meeting, June 15, 2022. Motion carried.

A motion was made by Ms. Belko and seconded by Ms. Bohra to approve the minutes for the Closed Session Meeting, June 15, 2022. Motion carried with Ms. Rattner recusing on the portion regarding the superintendent evaluation.

A motion was made by Ms. Bohra and seconded by Ms. Bierman to approve the minutes for the Special Public Board of Education Meeting, June 21, 2022. Ms. Arminio expressed concern that the minutes did not specify that there were three candidates interviewed. Ms. Bohra and Ms. Bierman accepted a friendly amendment to the motion to approve the minutes to include the number of candidates interviewed. Motion carried with Ms. Rattner recusing.

A motion was made by Ms. Bohra and seconded by Mr. Rutsky to approve the minutes for the Closed Session Meeting, June 21, 2022 with the stipulation that they be revised to include the number of candidates interviewed. Motion carried with Ms. Rattner recusing.

COMMITTEE REPORTS

Ms. Kathleen Belko, Chairperson of the Curriculum Committee, reported that the committee did not meet this month due to Dr. Layman being on vacation and a light agenda. Ms. Belko added that the committee usually does not meet in summer months, but she will reach out to Dr. Layman to see if there is a need to hold an August meeting.

Mr. Ken Chiarella, Chairperson of the Buildings, Grounds and Transportation Committee, reported that the committee received an update on the partial replacement of Middle School HVAC Equipment Project Bid and the Stadium Track & Turf Replacement Project, but he will present updates at a later date as there have been changes since the committee meeting.

Mr. Chiarella reported that the committee reviewed a copy of the current Integrated Pest Management Plan. The Committee supports proceeding with the plan as currently maintained and proceeding with reissuance of the same Integrated Pest Management Plan for the upcoming year.

Administration provided the committee with a copy of the written IAQ Program that complies with the PEOSH Indoor Air Quality Standard. Administration confirmed that these duties and responsibilities that were formerly handled by the school based IAQ coordinators have now been absorbed and are handled by the facilities department.

The committee reviewed the bid results for the snowplow contract from 2020 and recommended the contract with Garden Irrigation for renewal for the 2022/23 school year.

Administration provided a design drawing for review that shows the parking lot construction at the rear of the Middle School.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

Ms. Karen Bierman, Chairperson of the Finance Committee, reported that the committee met on July 18th and reviewed the monthly attorney fees. The May 2022 attorney invoices were \$39,009 with the OPRA category being \$6,486 of that total.

Next, the committee members reviewed the Bill List for the period of June 14, 2022 through June 30, 2022 which totaled \$10,823,114. The finance chair conducted the standard oversight tasks; any committee questions were addressed. Ms. Bierman reported that subsequent to the committee meeting an addendum was added to the list totaling an additional \$128,139.65.

The committee reviewed the contracts for renewal. Educational software contracts were discussed at length, and the committee requested specific usage reports with the renewals to verify that the district is utilizing each software robustly enough to justify the costs and continuation of each program. Renewals for Turnitin and Edmentum were tabled pending a review of the usage to be provided at the next Curriculum committee meeting. Other contracts for renewal are listed on the agenda and the committee recommended submitting for full board approval.

Lastly, the committee received an update on the 22/23 Lease Purchase. There was one bid from TD Equipment Financing at 2.7887%. This is for the lease purchase financing of vehicles and equipment totaling \$3,559,500.00

Ms. Kate Rattner, Vice Chairperson of the Community Engagement & Communication Committee, reported that the committee met on Tuesday, July 12th. The committee discussed the district app and were informed that the school district is now utilizing Instagram. The committee discussed the use of a Hootsuite, a social media scheduling service. Ms. Chanley notified the committee that she received email addresses for the HOA's for the local retirement communities, hopefully this will help increase communication with the senior communities. Lastly, Ms. Rattner reported that the committee discussed the use of a transportation app and the benefits and safety concerns regarding such.

Mr. Adi Nikitinsky, Chairperson of the Personnel Committee, reported that the committee met and reviewed the Vacancy List; Exit Survey; an administrative resignation; recommendations for Woodland and Middle School Principals; Director of School Security and Residency; OPRA Secretary; and the contracts for the Acting Business Administrator and Superintendent of Schools. Mr. Nikitinsky added that the contract for the Superintendent was negotiated by the Board President, Board Vice President, Ms. Chanley and attorneys for both sides. The committee recommended the contract be submitted for approval this evening.

Ms. Michele Arminio, Chairperson of the Policy Committee, stated that the committee met on July 12th. Ms. Arminio reported that it was recommended by Strauss Esmay that the Board abolish Policy 2432 and Regulation 2432 and replace it with a new policy which will be Policy 5722 Student Journalism. The committee discussed Policy 0143.2/High School Student Representative to the Board of Education, which could open up an opportunity for more students to have this leadership role.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

The committee reviewed and discussed the following policies, adding that most just had some language revisions:

P 0143.2/Quorum

P 1511/Board of Education Website Accessibility

P 2415/Every Student Succeeds Act

Policy & Regulation 2432/School Sponsored Publications

P 3216/Dress and Grooming

P 3270/Professional Responsibilities

Policy & Regulation 5513/Care of School Property

Ms. Arminio encouraged parents to read the mandated policy 5513/Care of School Property.

Ms. Chanley added that the school issued identification cards for students will now include a suicide prevention number on them.

Mr. Chiarella expressed concerns that Policy 7510/Use of School Facilities is on the agenda for approval of first read but wasn't discussed in the policy committee. Ms. Arminio agreed and responded that she wasn't aware it was being submitted for approval until she received the agenda.

PUBLIC FORUM

Madeline Riback 23 Riviera Drive – inquired about the suicide prevention stickers for the student identification cards.

Elizabeth Hance 712 Sussex Way – opposed the appointment of Ms. Chanley as Superintendent as she believes the Board failed to be transparent during the superintendent search process and didn't allow for sufficient community input.

Linda Bozowski 388 Orrington Lane – expressed concerns that the website is not current with the updates for the superintendent search. Ms. Bozowski echoed the previous speaker's concerns and suggested that the appointment be deferred until the court's decision of the Issacs v. MTBOE is confirmed. Lastly, Ms. Bozowski inquired about the position, salary and length of agreement for the recommendation for Ms. Allen.

Gail DiPane 356C Old Nassau – echoed the previous speakers regarding the superintendent appointment. Ms. DiPane inquired about the committee that interviewed the candidates for the superintendent position and inquired if the district has ever contacted a consultant to evaluate our custodial needs.

Tim Eosso 2 Allison Court – suggested that the previous speakers look back at the process of how other superintendents were hired. Mr. Eosso suggested that the Board not let the few outspoken residents impede the progress they are making.

Sarah Aziz 3 Launcelot Drive – accused the Board of purposely suppressing community turnout this evening by adding Ms. Chanley's contract to the agenda late. Ms. Aziz criticized the Board

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

for not publishing the superintendent survey prior to it being launched. Lastly, Ms. Aziz inquired about the presence of township security.

Peter Tufano 10 Katherine Street – stated that he finds it amusing that the same group of people keep complaining to the County Superintendent Kyle Anderson that Ms. Chanley doesn't have a doctrine when he himself doesn't have one.

Pradeep Melam 4 Jake Place – stated that once again this meeting seems like a court room not a board of education meeting. Mr. Melam requested that the focus of these meetings be on education, buildings and transportation.

ASSISTANT SUPERINTENDENT'S REPORT

On behalf of Dr. Layman, Ms. Chanley provided some highlights from the summer programs.

SUPERINTENDENT'S REPORT

Ms. Chanley provide a detailed report on the New Jersey Department of Education's Quality Single Accountability Continuum (NJQSAC) review process that the district recently completed. The review process determined that the district received a level of high performing.

Ms. Chanley reported that the district received the following scores:

Instruction and Program	87%
Fiscal Management	100%
Governance	100%
Operations	98%
Personnel	97%

PERSONNEL (10-member vote)

A motion was made by Mr. Chiarella and seconded by Mr. Nikitinsky that Personnel Items A-AL be approved by consent roll call. Roll call 9-0-0-0-1. Motion carried with Ms. Rattner recusing and Ms. Arminio and Mr. Rutsky voting no on AD. A copy of the Personnel section of the Superintendent's Report is attached to the official set of minutes.

PERSONNEL (9-member vote)

A motion was made by Mr. Chiarella and seconded by Mr. Nikitinsky that Personnel Items AM-CM be approved by consent roll call. Roll call 8-0-0-0-1. Motion carried. A copy of the Personnel section of the Superintendent's Report is attached to the official set of minutes

BOARD ACTION (10-member vote)

A motion was made by Ms. Rattner and seconded by Ms. Arminio that Board Action Items A-O with the exception of Policy & Regulation 7510/Use of School Buildings, which will be sent back to committee, be approved by consent roll call. Roll call 9-0-0-0-1. Motion carried. A copy of the Board Action section of the Superintendent's Report is attached to the official set of minutes.

BOARD ACTION (9-member vote)

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

A motion was made by Mr. Chiarella and seconded by Mr. Nikitinsky that Board Action Items P-X be approved by consent roll call. Roll call 8-0-0-0-1. Motion carried. A copy of the Board Action section of the Superintendent's Report is attached to the official set of minutes.

BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS (10-member vote)

A motion was made by Mr. Chiarella and seconded by Mr. Nikitinsky that Board Action Items A-M be approved by consent roll call. Roll call 9-0-0-0-1. Motion carried. A copy of the Board Action section of the Business Administrator's Report is attached to the official set of minutes.

BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS (9-member vote)

A motion was made by Mr. Chiarella and seconded by Ms. Rattner that Board Action Items N-P be approved by consent roll call. Roll call 8-0-0-0-1. Motion carried. A copy of the Board Action section of the Business Administrator's Report is attached to the official set of minutes.

BOARD PRESIDENT REPORT

Ms. Skurbe reported that since the last meeting she along with Ms. Bierman, Ms. Belko, Mr. Chiarella, Mr. Nikitinsky, and Mr. Rutsky attended the High School Graduation which was a wonderful event. Ms. Skurbe stated that although it is summer, administration and district staff are currently working diligently towards the opening of schools for the 22/23 school year under the direction of our newly appointed Chief School Administrator, Ms. Chanley. Ms. Skurbe congratulated and thanked Ms. Chanley for choosing to continue her career in Monroe. Ms. Skurbe also thanked Ms. Allen for continuing on as the Acting Business Administrator and expressed gratitude to the entire staff in the Business Office. Ms. Skurbe welcomed Mr. Edward Selby, the new Director of Security and Residency.

Next, Ms. Skurbe stated that it is unfortunate that a member of the community posted a statement on social media which implied that the schools are not safe now that Mr. Piro resigned. That post, which caused hysteria and portrayed an unsafe school environment has been reported to the Monroe Township Police Department, County Superintendent's Office and Middlesex County Prosecutor's Office. Ms. Skurbe stressed that the school district is safe and there has been no lack of attention to security measures since Mr. Piro's resignation.

Next, Ms. Skurbe reported that Mr. Rutsky informed her of his intention to resign this evening as the Jamesburg Representative. Lastly, Ms. Skurbe reported that the Board is in receipt of the Corrective Action Plan, required by OFAC and asked Mr. Gagliardi to introduce it.

Mr. Gagliardi presented the Corrective Action Plan and read the following resolution:

WHEREAS, under cover letter dated May 19, 2022, the New Jersey Department of Education, Office of Fiscal Accountability and Compliance, served on Ms. Chrissy Skurbe, Board President, a written report reflecting its completed investigation with respect to the "Dr." designation having been attached to Acting Superintendent Chari Chanley's name several years ago in middle school yearbooks when she was serving as a principal; and

WHEREAS, the report concluded that there was no evidence that the title was used beyond the yearbook or that she benefited from the use of the title in that one location; and

WHEREAS, as required, the findings in the report were reviewed and discussed at the Board of Education meeting of June 15, 2022; and

WHEREAS, the Board was directed to submit a Corrective Action Plan to address the issues raised in the findings; and

WHEREAS, the Board has approved the attached Corrective Action Plan,
NOW, THEREFORE, BE IT RESOLVED that the Board authorizes its legal counsel to submit to the Department of Education the attached Corrective Action Plan.

A motion was made by Ms. Arminio and seconded by Ms. Rattner to accept the Corrective Action Plan. Ms. Arminio inquired if the plan should be incorporated into a district policy. Mr. Gagliardi responded yes. Roll Call 9-0-0-0-1. Motion carried.

OTHER BOARD OF EDUCATION BUSINESS

Ms. Rattner suggested that as we approach another campaign season it is her hope that the energy spent on negativity and personal attacks can be diverted into working together to get more accomplished.

Ms. Belko stated that it was a pleasure to attend the graduation as a board member as being present was a reminder of what volunteering as a board member is all about that being the students and making the right decisions that best help them grow. Ms. Belko cited some of the accomplishments of the Board in the past nine months and stated that it is time to stop the negativity and continue to move forward.

Ms. Bohra echoed Ms. Rattner comments regarding the campaign season, adding that the community needs to come together and put the children first. Ms. Bohra thanked Mr. Durski, Mr. Piro and Mr. Rutsky for their years of service to the district. Next, Ms. Bohra stated that the Board did its due diligence and followed procedures with the appointment of a superintendent.

Mr. Rutsky thanked all involved in making the High School Graduation a success adding that attending it as a board member is worth all the late night meetings. Mr. Rutsky stated that he hopes the Board always keeps the focus on the students, the relationship between Jamesburg and Monroe remains positive and objective, and they continue to focus on the betterment of all students.

Mr. Chiarella thanked Mr. Rutsky for his service to the Monroe Board. Mr. Chiarella congratulated the retirees and Ms. Chanley. Mr. Chiarella also congratulated Ms. Allen, adding that she has always been instrumental and the strength of the finance department and thanked both her and Ms. Tagliaferro for stepping up in their acting roles.

PUBLIC FORUM

Pradeep Melam 4 Jake Place – congratulated Ms. Chanley and Ms. Allen. Mr. Melam inquired how the district is doing with filling the vacancies from the retirements and resignations this year. Mr. Melam requested an update on the status of the referendum. Mr. Melam thanked Mr.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

Rutsky for his service. Lastly, Mr. Melam asked if Mr. Gorski is still on suspension with pay and inquired if he is found guilty if he would have to give that pay back to the district.

Madeline Riback 23 Riviera Drive – thanked Mr. Rutsky for his service. Ms. Riback stated that she recently read social media posts by Mr. Chiarella, Mr. Nikitinsky and Ms. Skurbe and she was very disturbed by them and accused them of stoking the flames of racism.

Gail DiPane 356C Old Nassau – thanked Mr. Rutsky for his service, thanked Ms. Rattner for her comment regarding the election season, and Ms. Skurbe for responding to the questions from the community during public forum. Ms. DiPane inquired about the duties of the new director of security.

Steve Riback 23 Riviera Drive – thanked Mr. Rutsky for all his years of service and wished him well.

Elizabeth Hance 712 Sussex Way – congratulated the Board in making a great decision by appointing Mr. Selby. Ms. Hance alleged that the Board accuses anyone who offers a difference of opinion then that of the Board as disparaging the Board. Ms. Hance requested that as the Board moves forward, they don't consider differences of opinion as disparagement.

Adam Elias 93 Old Church Road – inquired if the superintendent is required to hold a PHD to serve as a superintendent. Mr. Elias congratulated Ms. Chanley on her appointment and thanked Mr. Rutsky for his service.

Sarah Aziz 3 Launcelot Drive - thanked Mr. Rutsky for his years of service to the Board. Ms. Aziz spoke of the legal opinion that excluded Ms. Fabiano from participating in the superintendent search.

Andy Paluri 16 Saint James Street – agreed with Ms. Skurbe's comments earlier regarding the social media post about school safety, adding that any commentary regarding the safety of children should be off limits. Mr. Paluri stated that Ms. Rattner's statement regarding the campaign season is correct, the focus needs to be directed on students. Mr. Paluri commended Ms. Arminio for her courage to vote no on Ms. Chanley's appointment. Lastly, Mr. Paluri thanked Mr. Rutsky for his service and camaraderie while serving on the Board.

A motion was made by Ms. Belko and seconded by Mr. Nikitinsky that the members of the Board of Education appoint Karen Bierman as temporary board secretary for the closed session meeting. Motion carried.

CLOSED SESSION RESOLUTION

Be It Resolved that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Matters protected by attorney/client privilege
- Personnel Matters

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on July 20, 2022.

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

A motion was made by Mr. Chiarella and seconded by Ms. Rattner that the members of the Board of Education go into closed session. Motion carried.

Adjourned to Closed Session at 9:43 p.m.

Returned to Public Meeting at 10:09 p.m.

PUBLIC FORUM – None

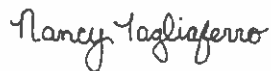
NEXT PUBLIC MEETING

Ms. Skurbe stated that the next public meeting of the Monroe Township Board of Education will convene at 7: 00 p.m. on Wednesday, August 17, 2022.

ADJOURNMENT

A motion was made by Mr. Rutsky and seconded by Mr. Chiarella that the meeting be adjourned. Motion carried. The public meeting adjourned at 10:09 p.m.

Respectfully submitted,



Nancy Tagliaferro
Acting Board Secretary

The video recording of this meeting of the Monroe Township Board of Education can be found on the district website or <https://monroetv.viebit.com/index.php?folder=Board+of+Education>



Wednesday, July 20, 2022
MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING
ALL INDIVIDUALS SITTING AT THE BOARD TABLE SHOULD HAVE THEIR PHONES PUT AWAY

MONROE TOWNSHIP HIGH SCHOOL
200 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NJ 08831
7:00 P.M.

Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Subject	A. BOARD MEMBERS
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	3. ROLL CALL
Access	Public
Type	Information
Ms. Michele Arminio Ms. Kathleen Belko Ms. Karen Bierman Ms. Gazala Bohra Mr. Ken Chiarella Ms. Katie Fabiano Mr. Adi Nikitinsky Ms. Kate Rattner Ms. Chrissy Skurbe	

JAMESBURG BOARD MEMBER REPRESENTATIVE (See Note 2)

Mr. Paul Rutsky

STUDENT BOARD MEMBERS

Mr. Shivank Lattupally

Ms. Hetvi Thakker

4. STATEMENT

Subject	A. STATEMENT
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	4. STATEMENT
Access	Public
Type	Information

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted July 15, 2022:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

5. APPROVAL OF MINUTES

Subject	A. APPROVAL OF MINUTES
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	5. APPROVAL OF MINUTES
Access	Public
Type	Information

Special Public Board of Education Meeting, June 14, 2022
 Closed Session Meeting, June 14, 2022
 Public Board of Education Meeting, June 15, 2022
 Closed Session Meeting, June 15, 2022
 Special Public Board of Education Meeting, June 21, 2022
 Closed Session Meeting, June 21, 2022

Executive File Attachments

Draft 06.14.22 Special Public Minutes .pdf (111 KB)
 Draft 06.14.22 Closed Session Minutes_Redacted.pdf (35 KB)
 Draft 06.21.22 Special Public Minutes.pdf (110 KB)
 Draft 06.15.22 Closed Session Minutes BoardDocs.pdf (104 KB)
 Draft 06.21.22 Closed Session Minutes Redacted KR KF CC.pdf (41 KB)
 Draft 06.15.22 Public Minutes .pdf (248 KB)

6. COMMITTEE REPORTS**7. PUBLIC FORUM -AGENDA ITEMS ONLY**

Subject	A. PUBLIC FORUM (See Note 3)
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Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 7. PUBLIC FORUM -AGENDA ITEMS ONLY

Access Public

Type

See Note 3.

8. ASSISTANT SUPERINTENDENT'S REPORT

Subject A. ASSISTANT SUPERINTENDENT'S REPORT

Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 8. ASSISTANT SUPERINTENDENT'S REPORT

Access Public

Type

9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Subject A. ENROLLMENT

Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access Public

Type Information

ENROLLMENT

	6/30/22	6/30/21	6/30/20	6/30/19	6/30/18
Applegarth	454	456	441	414	375
Barclay Brook	356	312	326	338	351
Brookside	417	405	423	402	413
Mill Lake	488	478	539	558	586
MTMS	1725	1789	1787	1714	1670
Oak Tree	727	790	761	726	693
Woodland	308	313	309	351	417
High School send/receive	2499 260	2462	2403	2332	2292
Total	6974	7005	6998	6862	6848

OUT OF DISTRICT

<u>School</u>	Monroe			Jamesburg		
	<u>May</u>	<u>June</u>	<u>Difference</u>	<u>May</u>	<u>June</u>	<u>Difference</u>
Academy Learning Center	7	7		3	3	
Alpha School	1	1				
Bonnie Brae	1	1				

Bridge Academy	1	1		1	1
Center for Lifelong Learning	6	6			
Center School	2	2			
Cornerstone	1	1			
CPC High Point	2	2			
Douglass Develop. Center	1	1			
Eden	4	4			
Honor Ridge Academy	1	1			
Hawkswood School	1	1			
Lakeview School	1	1			
New Roads Somerset	2	2			
NuView Academy	2	2			
Mercer Elementary	1	1			
Newmark Elementary	1	1			
Reed Academy	1	1			
Rock Brook School	1	1			
Rugby	1	1		1	1
Rutgers Day School	2	2			
Schroth School	3	3			
Shore Center	2	2			
Total	45	45		5	5

STAFF COUNT

Department	Number of Staff
Superintendent Office	
Superintendent	1
Secretary	2
Human Resources	3
Assistant Superintendent Office	
Assistant Superintendent	1
Secretary	2
Staff Developers (Teachers)	3
Business Office	
Business Administrator	1
Assistant Business Administrator	1
Secretary	1
Accounting/Purchasing	4
Payroll	3
Benefits	1
School Admin/Admin Support	
Principal	7
Assistant Principal	8
Secretary	29
Office Paraprofessional	1
Supervisors K-12	
K-12 Supervisor	7
Secretary	1
Instructional	
Teacher	531.5
Classroom Paraprofessionals/Media Ctr	
Paraprofessionals - Full-time	121

Paraprofessionals - Part-time	40
Media Coordinator	3
Educational Services Professionals	
LDTC	8
School Social Worker	8
School Psychologist	12
Physical Therapist	2
Occupational Therapist	7
Behavior Specialist/BCBA	4
Nurse	12
Media Specialist	7
School Counselor	22
Reading Specialist	4
SAC	1
Speech & Language Specialist	17
Pupil Personnel Services	
Director	1
Supervisor	2
Secretary	5
Office Paraprofessional	1
Information Systems	
Director	1
Tech Staff	12
Facilities	
Director	1
Supervisor/Building Manager	3
Secretary	1
Custodial/Maintenance	69
Transportation	
Director	1
Office Staff	3
Driver	62
Bus Mechanics	4
Paraprofessionals - Part-time	14
Security	
Director	1
Security Guard	16
Athletic Department	
Supervisor	1
Athletic Trainer (1 full time, 1 part-time teacher/trainer)	1.5
Secretary	1
Food Service	
Director	1
Lunch Paraprofessionals - Part-time	29
Falcon Care/ECE	
Director	1
Clerk	1
Teacher/Teacher Aides	5
Site Coordinator, Group Leader, Asst. Group Leader (Part-time)	14
Total District Staff as of 7/1/2022	1127

Subject**B. HOME INSTRUCTION**

Meeting

Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access

Public

Type

Information

HOME INSTRUCTION

ID #	School	Grade	Reason	Home Instruction Report	Effective Date	End Date
79109	MTHS	12	CST	McDonald, Harris, Ballard, Alagna	9/3/2020	
91198	OTS	5	CST	Rubenstein/Seitz	9/3/2020	
92693	OTS	3	504	Ballard, ESCNJ	9/20/2021	6/30/2022
93803	OOD	5	CST	ESCNJ	9/24/2021	6/30/2022
86908	MTHS	10	Medical	Yannone, Simmons, ESCNJ, Massaro	10/6/2021	6/30/2022
94369	MTHS	11	Medical	Olszewski, Lyons, ESCNJ, Simmons	9/9/2021	6/30/2022
87889	MTHS	11	504	Tervo, Whinna, ESCNJ	10/13/2021	6/30/2022
90118	OOD	8	CST	ESCNJ	9/9/2021	6/30/2022
85333	MTHS	12	Medical	Giaquinto	10/25/2021	
93684	MTHs	11	Medical	DeMarco, Quindes, Olszewski, ESCNJ	10/14/2021	6/30/2022
90153	MTMS	7	CST	McDonald, Lawson, DiBiase, Ponsini	11/16/2021	6/30/2022
88822	OOD	8	CST	ESCNJ	11/10/2022	6/30/2022
91338	OOD	8	CST	Swope	1/11/2022	6/30/2022
86163	MTHS	11	Medical	Silvergate Prep	1/31/2022	
92573	MTHS	9	Medical	Learnwell	1/31/2022	5/4/2022
90884	BES	5	Medical	DuBois, DeFelice, Farino	12/23/2021	6/30/2022
86836	MTHS	9	Medical	DuBois, Russo, Olzewski, Lyons, Carannante	9/13/2021	6/30/2022
87598	MTHS	10	Medical	Keough, Quindes, Harris, Stemmler	3/3/2022	6/30/2022
88577	MTMS	8	Medical	Alkema, ESCNJ, Quindes	3/9/2022	
91026	WES	5	504	Nally, Alkema, Ritter, Russo	2/14/2022	6/30/2022
89158	MTMS	7	Medical	Manahan, Russo, Anzivino	3/28/2022	6/30/2022
86185	MTMS	11	Medical	Russo, ESCNJ	1/31/2020	
96113	BES	5	Medical	Galazin	3/21/2022	
86756	MTHS	10	Medical	Sharma. Baum, DeMarco, ESCNJ	5/2/2022	6/13/2022
91580	ML	2	Medical	Cormey	4/25/2022	6/30/2022
94364	BES	4	CST	Isola	4/26/2022	
87912	MTMS	8	Medical	Silvergate Prep	5/3/2022	
86865	MTHS	10	Medical	Lyons, Quindes, Guglielmi	4/6/2022	6/30/2022
94470	MTHS	10	504/Med	DuBois, DeMarco, Olszewski, ESCNJ	5/2/2022	6/24/2022
85803	MTHS	10	Admin		5/18/2022	6/24/2022

93352	MTMS	7	Medical	Learnwell	5/18/2022	
86302	MTHS	11	Medical	Rutgers	5/31/2022	6/10/2022
88601	MTHS	9	Medical	Sheenan, Profaci, Wall, Quindes	5/10/2022	6/24/2022
87674	MTHS	9	Medical	Parent declined home instruction	5/31/2022	6/13/2022
92173	MTHS	10	Admin	Russo	5/23/2022	5/31/2022
94446	MTHS	10	Admin	Russo, Sharma	6/1/2022	6/7/2022
94479	MTHS	10	Admin	Budelman	5/31/2022	6/6/2022
86762	MTHS	10	Medical	Yannone, Hardt, Hoehler, Stranieri, Kasternakis	6/16/2022	

VIRTUAL HOME INSTRUCTION REPORT ATTACHED

File Attachments
June 2022 VHI Report.pdf (384 KB)

Subject C. FIRE/LOCKDOWN DRILLS

Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access Public

Type Information

III. FIRE/LOCKDOWN DRILL

Applegarth School ----- June 7, 2022
 Barclay Brook School ----- June 8, 2022
 Brookside School ----- June 10, 2022
 Mill Lake School ----- June 16, 2022
 Monroe Middle School----- June 7, 2022
 Oak Tree School ----- June 14, 2022
 Woodland School ----- June 8, 2022
 Monroe High School ----- June 6, 2022

Lockdown

Applegarth School----- June 20, 2022
 Barclay Brook School----- June 6, 2022
 Brookside School ----- June 16, 2022
 Mill Lake School ----- June 16, 2022
 Monroe Middle School----- June 13, 2022
 Oak Tree School ----- June 8, 2022
 Woodland School ----- June 23, 2022
 Monroe High School ----- June 15, 2022

Subject D. PERSONNEL (10 MEMBER VOTE)

Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access Public

Type	Action
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Recommended Action It is recommended that the Board approve the attached personnel items A through AL.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (Items A through AL)

- A. *It is recommended by the Acting Superintendent of Schools that the Board accept the resignation, due to retirement of **Mr. James Weinberg**, security for the District, retroactive to July 1, 2022.
- B. *It is recommended by the Acting Superintendent of Schools that the Board accept the resignation, due to retirement of **Mr. Robert Nakash, Jr.**, mechanic for the Transportation Department, effective September 1, 2022.
- C. *It is recommended by the Acting Superintendent of Schools that the Board accept the resignation, due to retirement of **Ms. Randi Halpern**, paraprofessional at MTHS, effective November 1, 2022.
- D. *It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Mr. Peter Piro**, director of security/residency for the District, retroactive to July 16, 2022.
- E. *It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Mr. Raymond Durski**, security for the District, retroactive to July 15, 2022.
- F. *It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Rane Abbruzzese**, teacher of special education at MTHS, retroactive to July 1, 2022.
- G. *It is recommended by the Acting Superintendent of Schools that the Board rescind the appointment to **Ms. Deborah Force**, School Nurse to check defibrillators for the District, retroactive to June 14, 2022.
- H. *It is recommended by the Acting Superintendent of Schools that the Board rescind the appointment to **Ms. Stacey Weinstein** as Chaperone for Project Graduation at MTHS, retroactive to June 20, 2022
- I. *It is recommended by the Acting Superintendent of Schools that the Board rescind the appointment to Mr. Ryan McDonald, ESY Bus Aide Para retroactive to July 11, 2022.
- J. *It is recommended by the Acting Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Rane Abbruzzese** teacher of special education at MTHS retroactive to June 16, 2022 through June 30, 2022 in accordance with Article 17, paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2020 through June 30, 2023. It is further recommended that this leave shall be unpaid except to the extend of any sick days to which Ms. Abbruzzese may be entitled to.
- K. *It is recommended by the Acting Superintendent of Schools that the Board approve an unpaid leave of absence under FMLA/NJFLA to **Mr. Ryan Parker**, teacher of biology at MTHS, effective September 1, 2022 through November 30, 2022. Mr. Parker's unpaid days will be counted against his entitlement to unpaid leave pursuant to the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et. seq., as appropriate.
- L. *It is recommended by the Acting Superintendent of Schools that the Board approve the return to work to **Mr. Joseph Capodanno**, driver in the Transportation Department, retroactive to June 8, 2022.
- M. *It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for home instruction at the instructional rate of \$53.87/hr. for the summer (account no. reg. ed. 11-150-100-101-000-070 and spec. ed. 11-219-100-101-000-070):

	High School	
G	Adames, Sara	General Education 9-12/Math
S	Ballard, Michelle	Special Education K-12/ELA/Social Studies
S	DiMeola, Denise	Special Education K-12/ELA K-12
S	Quindes, Jovanna	Special Education K-12/Spanish

- N. *It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for summer IEP meetings effective June 27, 2022 through August 31, 2022 at the hourly supplemental rate \$53.87 (account number Reg. Ed. 11-150-100-101-000-098, Spec. Ed. 11-219-100-101-000-098):

Renata MacKenzie
 Steve MacKenzie
 Ashlee Torres
 Laura Horoszewski
 Kim Bertini
 Amanda Maira

- O. *It is recommended by the Acting Superintendent of Schools that the Board approve the following teachers for the ESL summer screening not to exceed 30 hours at the instructional rate of \$53.87 retroactive to June 27, 2022 through August 31, 2022 (account no. 11-240-100-101-000-098):

Karen Berecsky
 Diana Kaiser

- P. *It is recommended by the Acting Superintendent of Schools that the Board approve the following child study team members for summer work beyond their contracted percentage retroactive to July 1, 2022 through August 31, 2022 at the MTEA hourly rate \$53.87 or their per diem rate (whichever is greater) (account 11-000-219-104-000-093).

Jay Locquiao

- Q. *It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated personnel for the Falcons Nest Pre School Pre-Scheduling at the High School for 20 hours retroactive to July 1, 2022 through August 30, 2022 at the hourly supplemental instructional rate \$53.87 (account no. 11-140-100-101-000-070):

Jodi Silberstein

- R. *It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated personnel for the PEG TV Studio School at the High School for 50 hours retroactive to July 1, 2022 through August 30, 2022 at the hourly supplemental instructional rate \$53.87 (account no. 11-140-100-101-000-070):

Boris Hladek

- S. *It is recommended by the Acting Superintendent of Schools that the Board approve the following teachers at the High School as Department Coordinators at an annual base adjustment of \$7582 and 40 hours of summer work at the hourly instructional rate (\$53.87) retroactive to July 1, 2022 through June 30, 2023 (account no. 11-140-100-101-000-070):

Renata MacKenzie	Language Arts
Jena Rose	Special Education
Jaclyn Lithgow	Social Studies
Leigh Vogtman	Physical Education/Health
Willberg Rondon	World Languages
Edgar Esteves	Science
Meredith Kwitkowski	Mathematics
Martin Griffin	Arts & Career

- T. *It is recommended by the Acting Superintendent of Schools that the Board approve the following staff as summer curriculum writers to write curriculum for the 2022-2023 school year at the stipend of \$1504 full year curriculum (account no. 11-000-221-104-000-091):

Writer	COURSE
Renata Mackenzie	Honors World Studies (ELA)
Rama Basu	AP Physics I
Rama Basu	AP Physics II
Rama Basu	AP Physics C
Ryan Parker	AP Environmental
Timothy Riesz	Applied Physics

Janice Roth	Physics
Janice Roth	Honors Physics
Elizabeth Welsh (50%) Marissa Guerra (50%)	US History I
Elizabeth Welsh (50%) Marissa Guerra (50%)	Honors US History I
James McIntire	Honors Anatomy & Physiology
Carre Tringali (50%) Michelle Jodon (50%)	Language Arts III
Shea Cohen (50%) Sharon DeMarco (50%)	AP Seminar (ELA)
Nicole Gross	Creative Writing and Argumentative Discourse

- U. *It is recommended by the Acting Superintendent of Schools that the Board approve the following staff for Curriculum Mapping for the 2022-2023 school year at the hourly instructional rate \$53.87 (account no. 11-000-221-104-000-091)

Writer	COURSE	
Matthew Olszewski	Biotechnology	up to 10 hours
Amanda McCormack	Language Arts I	up to 10 hours
Amanda McCormack	PreAP I (ELA)	up to 10 hours
Amanda McCormack	Honors Language Arts I	up to 10 hours
Shea Cohen	Language Arts I	up to 10 hours
Shea Cohen	AP Research	up to 10 hours
Shea Cohen	Honors Language Arts I	up to 10 hours
Michael Meerson	Latin IV	up to 10 hours
Michael Meerson	Latin III	up to 10 hours
Michael Meerson	Latin II	up to 10 hours
Michael Meerson	Latin I	up to 10 hours
Jamie Neues	PreAP II (ELA)	up to 10 hours
Sharon DeMarco	AP Research	up to 10 hours

- V. *It is recommended by the Acting Superintendent of Schools that the following nurses be approved to complete all summer responsibilities at the per diem rate or instructional rate \$53.87/hr. whichever is greater effective June 27, 2022 through August 31, 2022.

High School (account no. 11-000-213-100-000-070)

Shafqat Shaikh (100 hours)
Maryann Procopio (100 hours)

- W. *It is recommended by the Acting Superintendent of Schools that the Board approve the following volunteer coaches at the High School for the 2022-2023 school year:

Ken Graf	Boys Soccer
Kyle Knotts	Boys Soccer
Katelyn Carduner	Girls Soccer
Justin Hopman	Wrestling
Jake Beim	Baseball
Rebecca Tessler	Cheer
Laura Sidler	Cheer
Jason Andreadis	Boys Lacrosse
Kevin Gallagher	Boys Lacrosse
Joe Garavente	Boys Lacrosse

David Treen	Boys Lacrosse
Andrew Isola	Baseball
Andrew Isola	Football
Amanda McCormack	Girls Lacrosse
Mike Nichols	Ice Hockey
George Meyers	Wrestling

- X. *It is recommended by the Acting Superintendent of Schools that the Board approve the following staff for the Summer Enrichment Program (ESSER II Grant):

July 1, 2022 - August 19, 2022				
Maria DeBellis	Substitute School Nurse	\$53.87/hr.		20-483-200-101-000-098
July 1, 2022 - August 6, 2022				
Katharine Crapazano	Biology Teacher - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Ryan Parker	Biology Teacher (ICR) - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Brian Keough	Math (ICR) Teacher - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Brian Keough	Science (ICR) Teacher - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Alexa Marshall	Social Studies Teacher - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
July 1, 2022 - August 16, 2022				
Diana Kaiser	ELL Teacher - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Sara Adames	Math Teacher - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Tracy Sherr	Math Teacher - HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Substitute Teachers				
Alanna Seid	HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Jessica Singer	HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Kaitlyn Carduner	HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-483-100-100-000-070
Lorraine Ongaro	HS Remediation	\$53.87/hr.	2.75 hrs. per day/per course	20-489-100-100-000-070
July 18, 2022-August 26, 2022				
Substitute Teachers				
Amanda McCormack	HS Enrichment	\$53.87/hr.	2.5 hrs. per day/per course	20-483-100-100-000-098
Dalia Elhaj	HS Enrichment	\$53.87/hr.	2.5 hrs. per day/per course	20-483-100-100-000-098

- Y. *It is recommended by the Acting Superintendent of Schools that the Board reapprove the following certificated staff for the school based SEL team retroactive July 1, 2022 through June 30, 2023 for up to 5 hours at the non instructional rate \$44.85 for summer work and a stipend of \$750.00 for the school year:

High School 11-140-100-101-000-070
Amanda Docherty
Dana Green-Witter
Sherry Holmes
Renata MacKenzie

- Z. *It is recommended by the Acting Superintendent of Schools that the Board approve the following staff for the Extended School Year Program retroactive to July 6, 2022 through August 16, 2022 for 4.5 hrs./day certificated staff at the hourly instructional rate \$53.87 (*except where noted); secretary step 1 of 10 month secretarial guide (\$46,561 prorated); paraprofessionals at the noted rate:

Last Name	First Name	Position	Classroom	Hourly Rate	Account Number
Patti	Carissa	ESY - Secretary		Step 1 Secretarial Guide	11-000-219-105-000-09
Paraprofessionals					
Kohn	Howard	ESY - Para	Aut	\$15.13 + \$2.00 + \$2.50	11-214-100-106-000-09
Puri	Anu	ESY - Para	Aut	\$15.13 + \$2.00 + \$2.50	11-214-100-106-000-09
Rossano	Darlene	ESY - Para	RC	\$20.08 + \$2.00 + \$2.50	11-213-100-106-000-09
Weinthal	Jessica	ESY - Para	PSD	\$15.13 + \$2.00 + \$2.50	11-215-100-106-000-09
Substitute Paraprofessionals					
Kalyanker	Kavita	Substitute Para		\$15.13 + \$2.00 + \$2.50	Based on assignment
Ongaro	Lorraine	Substitute Para		\$15.13 + \$2.00 + \$2.50	Based on assignment
Salazar	Sukanya	Substitute Para		\$15.13 + \$2.00 + \$2.50	Based on assignment
Substitute Teachers					
Ongaro	Lorraine	Substitute Teacher		\$53.87/hr.	Based on assignment
Kalyamder	Kavita	Substitute Teacher		*\$135 per day prorated	Based on assignment

- AA. *It is recommended by the Acting Superintendent of Schools that the Board approve the following staff as a PD Trainer for the 2022-2023 school year:

Stacey Liebross

- AB. *It is recommended by the Acting Superintendent of Schools that the Board approve the following staff as a Mentor for the 2022-2023 school year:

Dana Chincarini
Andrea Feminella
Kelly Rick
Arielle Siegel

- AC. *It is recommended by the Acting Superintendent of Schools that the Board approve the following bus paraprofessionals to work the ESY program retroactive to July 11, 2022 through August 16, 2022 (account number 11-000-270-107-000-096).

Name	Hours	Step	Hourly Rate
Thomas Taylor	3	8	\$20.08+\$2.00

- AD. *It is recommended that the Board of Education approve the previously submitted Employment Contract between the Monroe Township Board of Education and **Chari Chanley** retroactive to July 1, 2022 through June 30, 2025 at an annual salary of: (1) \$200,000.00 plus \$1,405.00 for longevity for the 2022-2023 school year; (2) \$204,000.00 plus \$1,705.00 for longevity for the 2023-2024 school year; and \$208,080.00 plus \$1,705.00 for longevity for the 2024-2025 school year, which Employment Contract has been recommended by the Personnel Committee and approved by the Executive County Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1. The Board President, and the Acting Business Administrator and Acting Board Secretary as the attesting witness, are authorized to execute the aforementioned Employment Contract on behalf of the Board.
- AE. *It is recommended that the Board of Education approve the previously submitted Employment Contract between the Monroe Township Board of Education and **Laura Allen**, CPA retroactive to May 6, 2022 through June 30, 2022 at an annual base salary of \$123,170.67 plus \$2,475.00 for holding a Certified Public Accountant license plus \$1,000.00 for longevity which Employment Contract has been recommended and approved by the Executive County Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1. The Board President, and the Superintendent as the attesting witness, are authorized to execute the aforementioned Employment Contract on behalf of the Board.
- AF. *It is recommended that the Board of Education approve the previously submitted Employment Contract between the Monroe Township Board of Education and **Laura Allen**, CPA retroactive to July 1, 2022 through June 30, 2023 at an annual base salary of \$142,173.72 plus \$2,475.00 for holding a Certified Public Accountant license plus \$1,000.00 for longevity, along with an additional monthly stipend of \$7,500 during the term of the agreement which Employment Contract has been recommended and approved by the Executive County Superintendent of Schools in accordance with N.J.A.C. 6A:23A-3.1.

The Board President, and the Superintendent as the attesting witness, are authorized to execute the aforementioned Employment Contract on behalf of the Board.

AG. *It is recommended by the Acting Superintendent of Schools that the Board appoint **Mr. Edward Selby**, Director of Security/Residency for the District at a salary of \$75,821.26 prorated, effective August 1, 2022 through June 30, 2023, pending satisfactory completion of pre-employment requirements. (account no. 11-000-266-100-000-098)

AH. *It is recommended by the Acting Superintendent of Schools that the Board approve the following new certificated staff at the following step on guide (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Kayla Smith	MTHS	Teacher of Social Studies	Step 5 BA \$54,962	11-140-100-101-000-070	9/1/22-6/30/23	Retirement replacement
2.	Kimberly Hansen	MTHS	Teacher of Special Education ICR/RC	Step 10B MA \$83,847 + \$3,450	11-213-100-101-000-070	9/1/22-6/30/23	Transfer replacement
3.	Richard Sample	MTHS	School Counselor	Step 1 MA \$52,262 + \$3,450	11-000-218-104-000-070	9/1/22-6/30/23	Retirement replacement
4.	Danielle Brown	MTHS	School Counselor	Step 1 MA \$52,262 + \$3,450 pending certification	11-000-218-104-000-070	9/1/22-6/30/23	New position
5.	Jason McLaughlin	MTHS	Teacher of Math	Step 8A BA+15 \$66,587+\$1,750 prorated	11-140-100-101-000-070	9/19/22-6/30/23	Resignation replacement
6.	Lindsay Bathmann	MTHS	Teacher of Health and Physical Education	Step 1 BA \$52,262 prorated	11-140-100-101-000-070	9/1/22-12/12/22	Leave position
7.	Vanessa Kartsanis	MTHS	LDTIC	Step 10B MA+30 115% \$83,847+\$4,350 prorated less 10 days in the summer	11-000-219-104-000-070	9/19/22-6/30/23	Resignation replacement
8.	Kari Trevidic	MTHS	Teacher of Spanish	Step 10A MA+30 \$78,347 + \$4,350	11-140-100-101-000-070	9/1/22-6/30/23	Transfer replacement
9.	Katlin Doolan	MTHS	Teacher of Health and Physical Education	Step 9 MA \$67,437+\$3,450 prorated	11-140-100-101-000-070	9/19/22-6/30/23	Transfer replacement
10.	Angela Mueller	District	Physical Therapist	Step 10B DR 115% \$83,847+\$5,750 prorated less 10 days in the summer	11-000-216-100-000-098	9/16/22-6/30/23	New position

AI. *It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Stacy Fretta	MTMS/MTHS	School Nurse	Step 11 BA \$92,247	11-000-213-100-000-070 50%/11-000-213-100-000-080 50%	9/1/22-6/30/23	Transfer to a new position
2.	Grace Martini	MTHS	Unified Basketball Coach	\$1721	11-402-100-100-000-070	2022-2023 school year	Resignation replacement
3.	Andrew Isola	MTHS	Head Bowling Coach	\$5071	11-402-100-100-000-080	2022-2023 school year	Resignation replacement
4.	Amanda Docherty	MTHS	Key Club Advisory	\$1721	11-401-100-100-000-070	2022-2023 school year	New position
5.	Jessica Singer	MTHS	Project Graduation Chaperone	\$376	11-140-100-101-000-070	Retroactive to 6/24/22	New position
6.	Alexa Marshall	MTHS	DECA Advisor	\$2226	11-401-100-101-000-070	2022-2023 school year	New position
7.	Sarah O'Neill	MTHS	Math Honor Society Advisor	\$1,721 50%	11-401-100-100-000-070	2022-2023 school year	New position
8.	Kevin Felice	MTHS	Math Honor Society Advisor	\$1,721 50%	11-401-100-100-000-070	2022-2023 school year	New position
9.	Damaris Dominguez	MTHS	Grade 10 School Counselor	additional 17% contract	11-000-218-104-000-070	Retroactive to 5/31/22-6/30/22	Leave position
10.	Lisa Costantino	MTHS	Summer Enrichment - Musical Theater Teacher	Instructional rate \$53.87 for 4 hours per day/per course	11-140-100-101-000-070	Retroactive to 6/27/22-7/12/22	Additional .5 hours per day - correction from June 2022 agenda
11.	Renata MacKenzie	MTHS	AVID Tutor Coordinator	Instructional rate \$53.87 up to 10 hours per month	11-140-100-101-000-070	Retroactive to 7/1/22-6/30/23	New position

AJ. *It is recommended by the Acting Superintendent of Schools that the Board approve the following non-certificated staff on the following guides (*pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Dawn Anerella	Transportation	Driver	Step 2 \$26.88 for 6 hours	11-000-270-160-000-096	9/1/22-6/30/23	Retirement replacement
2.	Erika Kishel	Transportation	Driver	Step 2 \$26.88 for 6 hours	11-000-270-160-	9/1/22-6/30/23	Resignation replacement

				0 hours	000-096	9/30/23	Replacement
3.	William Giovanniello	Transportation	Driver	Step 2 \$26.88 for 6 hours	11-000-270-160-000-096	9/1/22-6/30/23	Resignation replacement
4.	Lisa Goldstein	Superintendent's Office	OPRA Secretary (Part-time)	\$43,322 +\$2,500 base adjustment prorated 60%	11-000-230-100-000-090	8/15/22-6/30/23	New position

AK. *It is recommended by the Acting Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Karen Walker	MTHS	Para	\$100.00 PD credit	11-213-100-106-000-070	9/1/22-6/30/23	PD credit
2.	Rosa Pieron	MTHS	Para	\$200.00 PD credit	11-212-100-106-000-070	9/1/22-6/30/23	PD credit
3.	Gail Cocorikis	MTHS	Para	\$150.00 PD credit	11-213-100-106-000-070	9/1/22-6/30/23	PD credit
4.	Francine Sorrento	PPS	Secretary	\$100.00 PD credit	11-000-219-105-000-093	Retroactive to 7/1/22-6/30/23	PD credit
5.	Kathy Antonicelli	MTHS	Para	\$150.00 PD credit	11-212-100-106-000-070	9/1/22-6/30/23	PD credit
6.	Sebastian Mroz	Facilities	Maintenance Mechanic	Step 5 \$25.20 + Premium + Journeyman for 8 hours	11-000-261-100-000-098	Retroactive to 7/1/22-6/30/23	Correction in step
7.	Urszula Zielinski	MTHS	Custodian	Boiler license premium \$750.00	11-000-262-100-000-070	Retroactive to 6/2/22-6/30/22	Boiler license
8.	Urszula Zielinski	MTHS	Custodian	Boiler license premium \$750.00	11-000-262-100-000-070	Retroactive to 7/1/22-6/30/23	Boiler license
9.	Vincent Stasi	Facilities	Maintenance Mechanic	\$500 CDL differential	11-000-263-100-000-098	Retroactive to 7/1/22-6/30/23	CDL
10.	Jason Miller	District	Grounds Person	\$500 CDL differential	11-000-263-100-000-098	Retroactive to 7/1/22-6/30/23	CDL
11.	David Olesky	Transportation	Mechanic	\$1,500 RTRC differential	11-000-270-160-000-096	Retroactive to 7/1/22-6/30/23	Base adjustment
					11-000-		

12.	James Przybylowski	Transportation	Mechanic	\$1,500 RTRC differential	270-160-000-096	Retroactive to 7/1/22-6/30/23	Base adjustment
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AL. *It is recommended by the Acting Superintendent of Schools that the Board approve the following substitutes for the 2022-2023 school year:

Certificated

Asish Chakraborti
Moshina Goyal
Neha Jain
Peggie Martin
Catherine Simmons
Danielle Rispoli

Substitute Home Instruction
Substitute Home Instruction
Substitute Teacher
Substitute Teacher
Substitute Teacher
Substitute Teacher

Non- Certificated

William McLaughlin

Substitute Computer Technology

Executive File Attachments

HS Resumes.pdf (1,639 KB)

Allen-Laura-Monroe-Acting SBA-5.6.22 to 6.30.22 and 7.1.22 to 6.30.23-ECS Approval.pdf (1,476 KB)

Chari Chanley-Monroe-Superintendent of Schools 7.1.22 to 6.30.25-ECS Approval 7.18.22.pdf (901 KB)

A.Mueller Resume.pdf (154 KB)

ADDITIONAL HS DISTRICT RESUMES.pdf (589 KB)

Subject

E. PERSONNEL (9 MEMBER VOTE)

Meeting

Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access

Public

Type

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (AM Items through CM)

AM. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation, due to retirement of **Ms. Catherine Lobo**, secretary at Woodland School, effective November 1, 2022.

AN. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Margarita Turkish**, school psychologist at Applegarth School, effective September 1, 2022.

AO. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Elizabeth Anderson**, teacher of health and physical education at MTMS, retroactive to July 1, 2022.

AP. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Kacie Walton**, teacher of grade 2 at Oak Tree School, retroactive to July 1, 2022.

AQ. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Catherine McGarry**, teacher of english language arts at MTMS, retroactive to July 1, 2022.

AR. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Nancy Kapcsos**, teacher of spanish at MTMS, retroactive to July 1, 2022.

AS. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Melissa Manderski**, teacher of mathematics at MTMS, retroactive to July 1, 2022.

AT. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Mr. Matthew Revel**, teacher of social studies at MTMS, effective to September 1, 2022.

AU. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Amanda McGarry**, teacher of grade 3 at Oak Tree School, retroactive to July 1, 2022.

AV. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Stephanie Chin**, teacher of grade 2 at Oak Tree School, retroactive July 12, 2022.

AW. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Jessica Consiglio**, teacher of spanish at MTMS, effective September 12, 2022.

AX. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Judith Pugliese**, paraprofessional at Oak Tree School, retroactive to July 1, 2022.

AY. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Christina Urbano**, assistant group leader at Falcon Care, retroactive to July 1, 2022.

AZ. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Jacqueline Liebowitz**, paraprofessional at Barclay Brook School, retroactive to July 1, 2022.

BA. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Heidi DeFabritus**, paraprofessional at Barclay Brook School, retroactive to July 1, 2022.

BB. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Winnie Fan**, paraprofessional at Oak Tree School, retroactive to July 1, 2022.

BC. It is recommended by the Acting Superintendent of Schools that the Board accept the resignation of **Ms. Jennifer Sokoloski**, paraprofessional at MTMS, retroactive to July 11, 2022.

BD. It is recommended by the Acting Superintendent of Schools that the Board rescind the contract of **Ms. Heather Corona**, grade 3 leave replacement teacher at Oak Tree School, effective immediately.

BE. It is recommended by the Acting Superintendent of Schools that the Board rescind the contract of **Ms. Beth Bevere**, paraprofessional at Mill Lake, retroactive to June 20, 2022.

BF. It is recommended by the Acting Superintendent of Schools that the Board rescind the 17% contract to **Ms. Rebecca Assassi**, teacher of french at MTMS, effective September 1, 2022 through June 30, 2023.

BG. It is recommended by the Acting Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Barbara Lonczak**, secretary at MTMS, effective August 11, 2022 through November 11, 2022 in accordance with Article 21, Paragraph F in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2022 through June 30, 2023. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Lonczak may be entitled to.

BH. It is recommended by the Acting Superintendent of Schools that the Board approve an extended medical leave of absence to **Mr. Mark Daldos**, custodian at Barclay Brook School, retroactive to July 1, 2022 pending further action of the Board. It is further recommended that this leave shall be without pay except to the extent of any sick days to which Mr. Daldos may be entitled to.

BI. It is recommended by the Acting Superintendent of Schools that the Board approve an unpaid leave of absence under FMLA/NJFLA to **Ms. Nadia Mancuso**, reading interventionist at Brookside School, retroactive to June 14, 2022 through June 30, 2022. Ms. Mancuso's unpaid days will be counted against her entitlement to unpaid leave pursuant to the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et. seq., as appropriate.

BJ. It is recommended by the Acting Superintendent of Schools that the Board approve a maternity leave of absence to **Ms. Kathryn Chase**, teacher of LAP at MTMS, effective September 1, 2022 through January 24, 2023 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township

Education Association covering the period July 1, 2020 through June 30, 2023. It is further recommended that the medical leave of absence shall be unpaid except to the extent of any sick days to which Ms. Chase is entitled to.

BK. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for home instruction at the instructional rate of \$53.87/hr. for the summer (account no. reg. ed. 11-150-100-101-000-080/040/030 and spec. ed. 11-219-100-101-000-080/040/030):

	Middle School	
S/G	Lawson, Kimberly	Special Education K-8/General Education K-8/Science 5-8
	Mill Lake	
S	Cormey, Sandra	Special Education K-8/Elementary English/Reading Specialist
	Woodland	
G	Fleming, Abbe	General Education K-8

BL. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for Universal Screening of all incoming kindergarten students at the hourly instructional rate \$53.87/hr. effective July 1, 2022 through August 31, 2022 (hours to be determined based on the number of students) at Mill Lake, Oak Tree and Barclay Brook Schools (account no. 11-120-100-101-000-040, 11-120-100-101-000-060 and 11-120-100-101-000-010):

Ashley Shur
 Stacy Blum
 Kristie DeLuca
 Margaret Delmonaco
 Sandra Cormey
 Danielle Pandolfi
 Sara Crane
 Allison Reiter
 Danielle Cipolla
 Angelica Gitter
 Meryn Borquist
 Ashlee Torres

BM. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff at MTMS as Math Resource Personnel for the 2022-2023 school year at a stipend of \$1182 (account no. 11-130-100-101-000-080):

Laurie Budrewicz
 Parker Scharko

BN. It is recommended by the Acting Superintendent of Schools that the Board approve the following personnel for Social Studies Resource Personnel for the 2022-2023 school year at an annual stipend of \$1182 each:

MTMS (account no. 11-130-100-101-000-080)
 Benjamin Mulvey

BO. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for Science Resource Personnel for the 2022-2023 school year at an annual stipend of \$1182 each:

MTMS (account no. 11-130-100-101-000-080)
 Kathleen Wood - 6th grade
 Stephanie Lee - 7th grade
 Jody Heyl - 8th grade

Woodland (account no. 11-120-100-101-000-030)
 Tricia Rutherford
 Samantha Cote

Applegarth (account no. 11-120-100-101-000-050)
 Susan Voza
 Jessica Siculietano

Barclay Brook (account no. 11-120-100-101-000-010)
 Kristin Miller
 Bethany Duino

Brookside (account no. 11-120-100-101-000-020)
 Marisol Cruz
 Beth Nagle

Mill Lake (account no. 11-120-100-101-000-040)
 Denise Shea
 Sandra Cormey

Oak Tree (account no. 11-120-100-101-000-060)
 Melissa Bordieri

BP. It is recommended by the Acting Superintendent of Schools that the Board approve the following teachers as Technology Resource personnel effective September 1, 2022 through June 30, 2023 at a stipend of \$1182:

Barclay Brook 11-120-100-101-000-010
 Danielle Sano

Brookside 11-120-100-101-000-020
 Marisol Cruz

Woodland 11-120-100-101-000-030
 Nick Reinhold

Mill Lake 11-120-100-101-000-040
 Jessica Strincoski

Applegarth 11-120-100-101-000-050
 Thomas Gardner

Oak Tree 11-120-100-101-000-060
 Danielle Dowe 50%
 Angela Winther 50%

MTMS 11-130-100-101-000-080
 Mary Babin
 Donna Montgomery

BQ. It is recommended by the Acting Superintendent of Schools that the following nurses be approved to complete all summer responsibilities at the per diem rate or instructional rate \$53.87/hr. whichever is greater effective June 27, 2022 through August 31, 2022:

Floater Nurses for Barclay Brook, Mill Lake, Oak Tree 30 hours (account no. 11-000-213-100-000-010, 11-000-213-100-000-040, 11-000-213-100-000-060):
 Marie McNutt
 Kris Cauda

BR. It is recommended by the Acting Superintendent of Schools that the Board approve the following summer paraprofessionals for 2022 office summer work at a rate of \$18.60/hr. for a combined total amount of hours not to exceed 120 hours per school:

Barclay Brook account no. 11-000-240-105-000-020
 Susanna Fortunato

Brookside account no. 11-000-240-105-000-020
 Audra Perschilli

BS. It is recommended by the Acting Superintendent of Schools that the Board approve the following staff as summer curriculum writers to write curriculum for the 2022-2023 school year at the stipend of \$1504 full year curriculum (account no. 11-000-221-104-000-091):

Writer	COURSE
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Stephanie Spielholz	Spanish 3-5
Kelly Pillis	Grade 6 Library Media Cycle
Lauren Dominick	Accelerated Math - Grade 6
Melissa Galazin	Accelerated Math - Grade 5
Erin Berry	Grade 8 Mathematics
Amanda Soliman	Grade 7 Mathematics
Daniel Fields (50%) Melissa Rosen (50%)	Grade 6 Math
Allison Cella (50%) Kimberly Lawson (50%)	Grade 8 Science
Stephanie Lee (50%) Anuradha Shyamsundar (50%)	Grade 7 Science
Jennifer Schwartz (50%) Amy Kuhn (50%)	Grade 6 Science
Christine Viskoki (33%) Alexander Vandrisen (33%) Benjamin Mulvey (33%)	Revisions of Grade 8 Social Studies
Christine Viskoki (50%) Steven Manahan (50%)	Revisions of Civics

BT. It is recommended by the Acting Superintendent of Schools that the Board approve the following staff for Curriculum Mapping for the 2022-2023 school year at the hourly instructional rate \$53.87 (account no. 11-000-221-104-000-091)

Writer	COURSE	
Hidelisa Espinal	Spanish K-2	up to 10 hours

BU. It is recommended by the Acting Superintendent of Schools that the Board approve the following personnel as Student Council Advisors for the 2022-2023 school year at a stipend of \$1335:

Applegarth 11-120-100-101-000-050

Tara Palino 50%
Ashley Lizzio 50%

Brookside 11-120-100-101-000-020

Stephanie Spielholz

Mill Lake 11-120-100-101-000-040

Lisa Papandrea 50%
Trisha Abrams 50%

Oak Tree 11-120-100-101-000-060

Gabriella Guerrero

Woodland 11-120-100-101-000-030

Douglas Dale

BV. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for the School Goals Committee for the 2022-2023 school year at a stipend of \$286:

Applegarth 11-120-100-101-000-050

Lauren Burgess
Ashley Lizzio
Tara Palino
Jessica Siculietano
Tatiana Santo

Barclay Brook 11-120-100-101-000-010

Kristin Miller
Stacy Blum
Sara Crane
Sarah Richards
Marisa Pilgrim

Mill Lake 11-120-100-101-000-040

Lisa Papandrea
 Melissa Fletcher
 Sandra Cormey
 Meryn Borquist
 Kristie DeLuca

Oak Tree 11-120-100-101-000-060

Danielle Dowe
 Terri Gross
 Sarah Pramberger
 Amanda Thompson
 Melissa Bordieri

Woodland 11-120-100-101-000-030

Samantha Cote
 Tricia Rutherford
 Nick Reinhold
 Janine Levitt
 Nancy Troiani

MTMS 11-130-100-101-000-080

Erin Berry
 Sarah Hillman
 Nicole Pontarollo
 Parker Scharko

Brookside 11-120-100-101-000-020

Kim Bertini
 Nanci Dempsey
 Ann Ratcliffe
 Lisa Zimmer
 Angelica Gitter

BW. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for Zero Period for the 2022-2023 school year at the instructional rate (\$53.87):

Brookside 11-120-100-101-000-020

Theresa Anthony (2 days)
 Beth Nagle (3 days)
 Julie Freeman - substitute
 Courtney Ludmer - substitute

BX. It is recommended by the Acting Superintendent of Schools that the Board approve the following staff at MTMS as Team Leaders for the 2022-2023 school year at a stipend of \$1592 (account no. 11-130-100-101-000-080):

6th Grade Team Leaders:

Evolution	Courtney Kuey
Venture	Matthew Gorham
Mosaic	Kathleen Wood
Vista	Nikki Reich
Journey	Sarah Lewis
Destination	Alyssa Silwoski

7th Grade Team Leaders:

Inspire	Shirley Siniscalchi
Alpha	Leah McAdams
Quest	Danielle Sammut
Discovery	Stephanie Lee
Phoenix	Sarah Ponsini
Vega	Allison Cella

8th Grade Team Leaders:

Icon	Nicole D'Ilorenzo
Senators	Autumn Dawson
Innovation	Daniela Butta
Spectrum	Ryan VanDriesen
Vision	Jody Heyl
Odyssey	Ryan Hilligus
P.E. Team Leaders Split 50/50:	Katy Elias (50%) Cheryl Whinna (50%)
Encore Team Leader:	Nina Schmetterer
Imagine Team Leader:	Donna Montgomery
Guidance Team Leader:	Dana Oberheim
Math:	Laurie Budrewicz

BY. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff for after school supervision at MTMS at the non-instructional rate \$44.85 at 2.5 hours twice per week (account no. 11-130-100-101-000-080)

Benjamin Mulvey

BZ. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff at MTMS as Detention Monitors for the 2022-2023 school year at the non-instructional rate of \$44.85 (account no. 11-130-100-101-000-080):

Rebecca Assassi
Brittany Dove
Jody Heyl
Kristen Hummel
Kimberly Lawson
David Parnell

CA. It is recommended by the Acting Superintendent of Schools that the Board approve the following teachers for After School Detention for one hour at the hourly non-instructional rate \$44.85 on an as needed basis effective September 1, 2022 through June 30, 2023:

Woodland (11-120-100-101-000-030)

Kerrilyn Sidler
Danielle Kutcher
Nancy Troiani

Barclay Brook (11-120-100-101-000-010)

Margaret Delmonaco
Marisa Pilgrim

Oak Tree (11-120-100-101-000-060)

Terri Gross
Sarah Spilken
Anna Shaw
Linda Eosso

Applegarth (11-120-100-101-000-050)

Nancy Poland
Nicole Sheppard
Tatiana Santo
Tara Palino
Laura Marinelli
Adrienne Shanfield
Olivia Farino
Lisa Nieves
Radhika Patel
Danielle Mazza

Stacy Fleisher

Mill Lake (11-120-100-101-000-040)

Lisa Papandrea
 Melissa Fletcher
 Sandra Cormey
 Meryn Borquist
 Danielle Cipolla
 Kristie DeLuca

Brookside (11-120-100-101-000-020)

Theresa Anthony
 Julie Freeman
 Donna Colossi
 Timothy Nally
 Beth Nagle
 Jodi Forrest
 Cortney Ludmer
 Lisa Zimmer
 Nanci Dempsey
 Kim Bertini
 Kara Matarachiera
 Marisol Cruz
 Danielle Manfredi
 Tamar Lopez

CB. It is recommended by the Acting Superintendent of Schools that the Board approve the following staff for the drama positions at MTMS for the 2022-2023 school year (account no. 11-401-100-100-000-080):

Nicole	DiLorenzo	6th Grade Drama Director	\$3,004
Nicole	DiLorenzo	7th & 8th Grade Drama Director	\$3,004

CC. It is recommended by the Acting Superintendent of Schools that the Board approve the following coaches at MTMS at the following stipends:

Wrestling Head Coach (winter)			
Wrestling Assistant Coach (winter)	George Meyers	Step 3	\$2,645
Basketball Girls Coach (winter)	Eugene Giaquinto	Step 3	\$4,069
Basketball Boys Coach (winter)	Scott Zimms	Step 3	\$4,069
Track Head Coach Boys (spring)	Alexander Van Driesen	Step 2	\$4,149
Track Head Coach Girls (spring)	Margret Dey	Step 3	\$4,149
Track Assistant Coach (spring)	Frank Bonich	Step 3	\$2,697
Track Assistant Coach (spring)	Onyai Glover	Step 3	\$2,697
Baseball Coach (spring)	Gary Snyder	Step 3	\$3,758
Softball Coach (spring)	Robert Torino	Step 2	\$3,758
Soccer Girls Coach (fall)	Colleen O'Grady	Step 3	\$3,760
Soccer Boys Coach (fall)	Christopher Thumm	Step 3	\$3,760
Field Hockey Coach (fall)	Stephanie Patterson	Step 3	\$3,758
Field Hockey Volunteer (fall)			0
Cross Country Head Coach (fall)	Gary Snyder	Step 3	\$4,149
Cross Country Assistant Coach (fall)	Kathryn Echevarria	Step 3	\$2,697
Cross Country Assistant Coach (fall)	Misty Drake	Step 3	\$2,697

Volleyball Coach Boys (spring)	Scott Zimms	Step 3	\$3,758
Volleyball Coach Girls (fall)	Scott Zimms	Step 3	\$3,758
Locker Room Coverage			

CD. It is recommended by the Acting Superintendent of Schools that the Board reapprove the following certificated staff for the school based SEL team retroactive July 1, 2022 through June 30, 2023 for up to 5 hours at the non instructional rate \$44.85 for summer work and a stipend of \$750.00 for the school year:

MTMS 11-130-100-101-000-080

Rebecca Assassi
 Colleen O'Grady
 Sam Schneider
 Scott Zimms
 Sarah Levine (shared with Nicole Pontarollo)
 Nicole Pontarollo (shared with Sarah Levine)

Applegarth 11-120-100-101-000-050

Christine Eberhard
 Lauran Fischetti
 Nancy Poland
 Adrienne Shanfield
 Ania Shanholtzer

Barclay Brook 11-120-100-101-000-010

Sara Crane
 Margaret Delmonaco
 Kristin Miller
 Jennifer Day

Brookside 11-120-100-101-000-020

Kimberly Bertini
 Nancy Dempsey
 Dalia Elhaj
 Angelica Gitter
 Lisa Zimmer

Mill Lake 11-120-100-101-000-040

Sandra Cormey
 Dana McGee
 Nicole Benz

Oak Tree 11-120-100-101-000-060

Jamie Juliano
 Maria Colon-Torres
 Jessica D'Auria-Williams
 Ashlee Torres
 Megan Loftus

Woodland 11-120-100-101-000-030

Nicholas Reinhold
 Jamie Newcomb

CE. It is recommended by the Acting Superintendent of Schools that the Board approve the following staff as School Truancy Officer effective September 1, 2022 through June 30, 2023 at a stipend of \$913 for the school year:

Mill Lake 11-000-211-100-000-040
 Denise Jimenez

Woodland 11-000-211-100-000-030
 Iggie Rasmussen

MTMS 11-000-211-100-000-080
 Melissa Ladd

Brookside 11-000-211-100-000-020
Marisol Cruz

CF. It is recommended by the Acting Superintendent of Schools that the Board approve the following staff as a PD Trainer for the 2022-2023 school year:

Nicole Benz
Stacy Blum
Victoria DeCarlo

CG. It is recommended by the Acting Superintendent of Schools that the Board approve the following staff as a Mentor for the 2022-2023 school year:

Danielle Butta
Dina Dale
Victoria DeCarlo
Lauren Dominick
Hildelisa Espinal
Abbe Fleming
Caitlin Ford
Elisa Varon
Christine Viszoki

CH. It is recommended by the Acting Superintendent of Schools that the Board approve **Ms. Orsolina Cetta**, Elementary Principal at Woodland School, at a salary of \$133,000.00, plus \$5,750 for a doctoral differential prorated, effective September 21, 2022 through June 30, 2023. (account no. 11-000-240-103-000-030)

CI. It is recommended by the Acting Superintendent of Schools that the Board approve **Ms. Kristie Francis**, Assistant Principal at Monroe Township Middle School, at a salary of \$105,500.00 retroactive to July 1, 2022 through June 30, 2023. (account no. 11-000-240-103-000-080).

CJ. It is recommended by the Acting Superintendent of Schools that the Board approve the following new certificated staff at the following step on guide (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Brian Brundage	MTMS	Teacher of English Language Arts	Step 1 MA \$52,262 + \$3,450 pending certification	11-130-100-101-000-080	9/1/22-6/30/23	Resignation replacement
2.	Sonny DeMarco	Applegarth and Oak Tree	Teacher of Basic Skills	Step 6 BA \$57,337	11-230-100-101-000-050 50%/11-230-100-101-000-060 50%	9/1/22-6/30/23	Resignation replacement
3.	Amanda Wojnar	Woodland	School Psychologist	Step 1 MA+30 115% \$52,262 + \$4,350 less 10 days in the summer	11-000-219-104-000-030	9/1/22-6/30/23	Retirement replacement
4.	Makayla Pak	Oak Tree	Teacher of Grade 3	Step 3 BA \$52,762	11-120-100-101-000-060	9/1/22-6/30/23	Resignation replacement
5.	Saba Suleman	Woodland	Reading Specialist	Step 9A MA \$70,537 + \$3,450	11-120-100-101-000-030	9/1/22-6/30/23	New position
6.	Heather Corona	Oak Tree	Teacher of Grade 2	Step 6 BA \$57,337	11-120-100-101-000-060	9/1/22-6/30/23	Resignation replacement
7.	James Barton	MTMS	Teacher of Health & Physical Education	Step 10B BA \$83,847	11-130-100-101-000-080	9/1/22-6/30/23	Resignation replacement
8.	Leah Posella	Oak Tree	School Counselor	Step 1 MA \$52,262 + \$3,450 prorated pending certification	11-000-218-104-000-060	9/1/22-1/4/23	Leave position
9.	Melissa Colontino	MTMS	Teacher of Science	Step 4 BA \$53,162 prorated	11-130-100-101-000-080	9/19/22-6/30/23	Resignation replacement

10.	Tayler Muce	Oak Tree	Teacher of Special Education ICR/RC	Step 1 BA \$52,262 prorated pending certification	11-213-100-101-000-060	9/9/22-2/17/23	Leave position
11.	Alyssa Schnorrbusch	Applegarth	Teacher of Grade 4	Step 2 BA \$52,512 prorated	11-120-100-101-000-050	9/1/22-1/5/23	Leave position
12.	Adam Pereira	MTMS	Teacher of Social Studies	Step 5 MA \$54,962 + \$3,450 prorated	11-130-100-101-000-070	9/19/22-6/30/23	Resignation replacement
13.	Michelle Guidice	Barclay Brook	School Nurse	Step 8A BA \$64,837 prorated	11-000-213-100-000-010	9/19/22-6/30/23	Resignation replacement
14.	Amanda Rosciano	Barclay Brook	Teacher of Grade 1	Step 6 MA \$57,337 + \$3,450	11-120-100-101-000-010	9/1/22-6/30/23	Leave position
15.	Courtney Ostrowiak	MTMS	Teacher of Math	Step 1 BA \$52,262	11-130-100-101-000-080	9/1/22-6/30/23	Resignation replacement
16.	Brian Kim	MTMS	Teacher of English Language Arts	Step 1 MA \$52,262 + \$3,450 prorated	11-130-100-101-000-080	9/1/22-1/27/23	Leave position
17.	Rachel Cuzzo	Brookside	Teacher of Special Education	Step 8A MA \$64,837 + \$3,450	11-213-100-101-000-020	9/13/22-6/30/23	Resignation replacement
18.	Cristina Demone	MTMS	School Nurse	Step 10B BA+15 \$83,847 + \$1,750	11-000-213-100-000-080	9/1/22-6/30/23	Transfer replacement
19.	Jennifer Katz	MTMS	Teacher of English Language Arts	Step 1 MA \$52,262 + \$3,450	11-130-100-101-000-080	9/1/22-6/30/23	Resignation replacement
20.	Amanda Lair	Mill Lake	Teacher of Grade 1	Step 5 MA \$54,962 + \$3,450	11-120-100-101-000-040	9/1/22-6/30/23	Transfer replacement
21.	Shawne Eldridge	MTMS	Teacher of Social Studies	Step 1 BA \$52,262 prorated	11-130-100-101-000-080	9/1/22-11/3/22	Leave position
22.	Lauren Vernon	Mill Lake	Speech and Language Specialist	Step 9A MA+30 \$70,537 + \$4,350 prorated less 10 days in the summer	11-000-216-100-000-040	9/1/22-12/19/22	Leave position
23.	Colleen Henahan	Oak Tree and Applegarth	Teacher of Elementary Spanish	Step 10 BA+15 \$73,947+\$1,750	11-120-100-101-000-050 50%/11-120-100-101-000-060 50%	9/1/22-6/30/23	New position

CK. It is recommended by the Acting Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Lisa Papandrea	Mill Lake	Teacher of Grade 2	Step 10 MA \$73,947 + \$3,450 + 15 years longevity	11-120-100-101-000-040	9/1/22-6/30/23	Transfer
2.	Danielle Herman	Woodland	Teacher of Special Education LLD Self-Contained	Step 3 BA \$52,762	11-204-100-101-000-030	9/1/22-6/30/23	Transfer to new position
3.	Heather Vitalone	Applegarth	School Psychologist	Step 9 MA+30 115% \$67,437+\$4,350	11-000-219-104-000-050	9/1/22-6/30/23	Transfer
4.	Dana DiBenedetto	Brookside	Teacher of Grade 4	Step 7 BA \$59,837	11-120-100-101-000-020	9/1/22-6/30/23	Transfer and correction in step on guide
5.	Meryn Borquist	Mill Lake	Media Specialist	Step 9A MA \$73,897 + \$3,450 pending	11-000-222-	9/1/22-6/30/23	Retirement replacement

				emergency certification	100-000-040		
6.	Megan Meyers	Mill Lake	Unified Liaison	Instructional rate \$53.87	11-120-100-101-000-040	Retroactive to 7/1/22-6/30/23	New position
7.	Ross Schultz	Woodland	Unified Liaison	Instructional rate \$53.87	11-120-100-101-000-030	Retroactive to 7/1/22-6/30/23	New position
8.	Catherine McGarry	MTMS	8th Grade Dance	Non-instructional rate \$44.85 for 2.5 hours	11-130-100-101-000-080	Retroactive to 6/16/22	Chaperone
9.	Amanda Crocilla	MTMS	Teacher of Spec. Ed. LLD	17% additional contract	11-204-100-101-000-080	9/1/22-6/30/23	additional section
10.	Shallin Cope	MTMS	Teacher of Spec. Ed. MD	17% additional contract	11-212-100-101-000-080	9/1/22-6/30/23	additional contract
11.	Casey Scassera	MTMS	Teacher of Spec. Ed. Autistic	17% additional contract	11-214-100-101-000-080	9/1/22-6/30/23	additional contract
12.	Benjamin Mulvey	MTMS	Teacher of Civics	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
13.	Christopher Sidler	MTMS	Teacher of Civics	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
14.	Steven Manahan	MTMS	Teacher of Civics	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
15.	Christine Vizoki	MTMS	Teacher of Civics	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
16.	Cybele Posner	MTMS	Teacher of LAP	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
17.	Kristen Hummel	MTMS	Teacher of LAP	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
18.	Stacy Levier	MTMS	Teacher of LAP	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
19.	Christine Vizoki	MTMS	AVID Tutor Coordinator	Instructional rate \$53.87 up to 10 hours per month	11-140-100-101-000-070	Retroactive to 7/1/22-6/30/23	New position
20.	Christine Vizoki	MTMS	Teacher of AVID	17% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	two additional sections
21.	Nicole McCauley	MTMS	Teacher of AVID	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
22.	Cristina Tenriero	MTMS	Teacher of AVID	8.5% additional contract	11-130-100-	9/1/22-6/30/23	additional section

					101-000-080		
23.	Scott Zimms	MTMS	Teacher of AVID	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
24.	Jessica Mahler	MTMS	Teacher of AVID	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
25.	George Meyers	MTMS	Teacher of Unified P.E.	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
26.	Katy Elias	MTMS	Teacher of Unified P.E.	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
27.	Courtney Kuey	MTMS	Teacher of Unified P.E. Spec. Educ.	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
28.	Kerri Kirchner	MTMS	Teacher of Unified Foods Spec. Ed.	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
29.	Laura Colletti	MTMS	Teacher of Unified Foods	8.5% additional contract	11-130-100-101-000-080	9/1/22-6/30/23	additional section
30.	Laura Horoszewski	MTMS	Teacher of Math	Step 8A MA \$64,837+\$3,450	11-130-100-101-000-080	9/1/22-6/30/23	Transfer

CL. It is recommended by the Acting Superintendent of Schools that the Board approve the following new non-certificated staff on the following guides (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Carissa Yesaitis	ECE Annex	Teacher Assistant	\$15.00 for 5.5 hours	65-990-320-100-000-098	9/1/22-6/30/23	Resignation replacement

CM. It is recommended by the Acting Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Carolyn Peterson	Barclay Brook	Special Ed. Para PSD	Step 2 Spec. Ed. + toileting \$15.23 + \$2.00 + \$2.50 for 6.75 hrs.	11-215-100-106-000-010	9/1/22-6/30/23	Transfer to new position
2.	Danielle Verticchio	Brookside	Para Cafe	Step 8 Reg \$20.08 + 100 PD for 2.5 hrs.	11-000-262-107-000-020	9/1/22-6/30/23	Transfer
3.	Kathy Baio	Mill Lake	Para Cafe	Step 5 Reg \$15.78 for 2.5 hrs.	11-000-262-107-000-040	9/1/22-6/30/23	Transfer
4.	Kayla Hoppock	MTMS	Para for 6th Grade Orientation	hourly step on guide for 1.5 hrs.	11-190-100-106-000-080	Retroactive to 6/9/22	6th Grade Orientation
5.	Louise Baumann	MTMS	12 month Principal's Secretary	Step 7 103.57% 7.25 hrs. \$62,425.78 + \$1,337 prorated	11-000-240-105-000-080	8/11/22-11/13/22	Leave position
6.	Lisa Romano	Brookside	Traffic/Crossing Guard	hourly rate on guide for 1 hour daily	11-000-262-107-000-020	9/1/22-6/30/23	Yearly position

7.	Joann Small	Brookside	Traffic/Crossing Guard	hourly rate on guide for 1 hour daily	11-000-262-107-000-020	9/1/22-6/30/23	Yearly position
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Executive File Attachments

K8 Resumes.pdf (2,102 KB)

ADDITIONAL K-8 RESUMES.pdf (1,138 KB)

Subject F. BOARD ACTION (10 MEMBER VOTE)

Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access Public

Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items A through O)

- A. *It is recommended by the Acting Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.
- B. *It is recommended by the Acting Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.
- C. *It is recommended by the Acting Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of June 2022.
- D. *It is recommended by the Acting Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the June 15, 2022 meeting:

233280
233148
232874
232404
232128
231966

- E. *It is recommended by the Acting Superintendent of Schools that the Board approve the following out-of-district placement for the 2022-2023 school year:

Student No.	School	Start Date	Tuition
96776	Douglas Developmental Disabilities Center	7/5/22	\$686.16 per diem

- F. *It is recommended by the Acting Superintendent of Schools that the Board approve the following Policies and Regulations for a first reading:

P 0143.2	High School Student Representative to the Board of Education (M) (Revised) (Bylaw)
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P 0163	Quorum (Revised) (Bylaw)
P 1511	Board of Education Website Accessibility (M) (Revised)
P 2415	Every Student Succeeds Act (M) (Revised)
P 3216	Dress and Grooming (Revised)
P 3270	Professional Responsibilities (Revised)
R 3270	Lesson Plans and Plan Books (Revised)
P 4216	Dress and Grooming (New)
P 5513	Care of School Property (M) (Revised)
R 5513	Care of School Property (M) (Revised)
P 5517	School District Issued Student Identification Cards (M) (Revised)
P 5722	Student Journalism (M) (New)
P 7510	Use of School Facilities
R 7510	Use of School Facilities

- G. *It is recommended by the Acting Superintendent of Schools that the Board approve the following Policies and Regulations for a second and final reading:

P 7440	Security of School Premises/School District Security
R 7440	School District Security
P 7446	School Security Program
P 8310	Public Records
P 8420	Emergency Evacuation
R 8420	Emergency and Non-Fire Evacuation Plan

- H. *It is recommended by the Acting Superintendent of Schools that the Board approve the abolishment of the following Policy and Regulation:

P 2432	School Sponsored Publications (Abolished)
R 2432	School Sponsored Publications (Abolished)

- I. *It is recommended by the Acting Superintendent of Schools that the Board approve the following job description:

Confidential Secretary to the Chief School Administrator

- J. *It is recommended by the Acting Superintendent of Schools that the Board approve the previously submitted Technology Department stipends.

CompTIA A+ Cert: \$750

CompTIA Network+: \$750

Google Professional Collaboration Engineer: \$1,500

Microsoft Certified: Windows Server Hybrid Administrator Associate: \$750

Microsoft 365 Certified: Modern Desktop Administrator Associate: \$750

Microsoft 365 Certified: Enterprise Administrator Expert: \$750

Microsoft Certified: Security Operations Analyst Associate: \$750

Microsoft Certified: Azure Administrator Associate: \$750

Apple Certified Support Professional (ACSP): \$1,500 (Only for users that currently do not hold the Apple Cert and or Apple Technician Stipend)

- K. *It is recommended by the Acting Superintendent of Schools that the Board approved the District's participation in High School Project Lead the Way Inc. {"PLTW"} for PLTW Engineering Participation for the 2022-2023 school year at the cost of \$3,200.00.

- L. *It is recommended by the Acting Superintendent of Schools that the Board approve Carebridge/Employee Assistance Program to provide (4) four live EAP webinars to the new staff at New Teacher Orientation on August 31, 2022 from 9:30 a.m. - 10:30 a.m. These trainings will be provided at no cost.

- M. *It is recommended by the Acting Superintendent of Schools that the Board approve the agreement between Monroe Township School District and American Institutes for Research. The purpose of this agreement is to provide professional learning aimed at building capacity to monitor and support school-based Child Study Teams use of evidence-based intensive intervention and teaming processes and building school level capacity to support Child Study Team's implementation of evidence-based intensive intervention practices and effective teaming at each grade span at a cost of Year 1; \$59,250.00 (2022-2023 school year) and Year 2: \$70,800.00 (2023-2024 school year) for a total of \$130,050.00.
- N. *WHEREAS, under cover letter dated May 19, 2022, the New Jersey Department of Education, Office of Fiscal Accountability and Compliance, served on Ms. Chrissy Skurbe, Board President, a written report reflecting its completed investigation with respect to the "Dr." designation having been attached to Acting Superintendent Chari Chanley's name several years ago in middle school yearbooks when she was serving as a principal; and
- WHEREAS, the report concluded that there was no evidence that the title was used beyond the yearbook or that she benefited from the use of the title in that one location; and
- WHEREAS, as required, the findings in the report were reviewed and discussed at the Board of Education meeting of June 15, 2022; and
- WHEREAS, the Board was directed to submit a Corrective Action Plan to address the issues raised in the findings; and
- WHEREAS, the Board has approved the attached Corrective Action Plan,
- NOW, THEREFORE, BE IT RESOLVED that the Board authorizes its legal counsel to submit to the Department of Education the attached Corrective Action Plan.
- O. New Jersey Quality Single Accountability Continuum (NJQSAC)
In accordance with N.J.A.C. 6A:30-4.1, it is recommended that the Board of Education acknowledge the completed New Jersey Department of Education's Quality Single Accountability Continuum review process, which resulted in the Monroe Township School District's NJQSAC Performance Continuum placement determination as "high performing," as follows:

NJQSAC Areas	Initial Placement
Instruction and Program	87%
Fiscal Management	100%
Governance	100%
Operations	98%
Personnel	97%

File Attachments

Professional Development.District.HS.72022.pdf (238 KB)
 POLICIES AND REGULATIONS FOR FIRST READ.pdf (1,671 KB)
 POLICIES AND REGULATIONS FOR SECOND AND FINAL READING.pdf (977 KB)

Executive File Attachments

SECRETARY-Confidential to CSA.pdf (121 KB)
 Suspension - June 2022 HS.pdf (124 KB)
 Stipend Requests.pdf (465 KB)
 American Institutes Research.7.2022.Marietta.Randy.ARP.pdf (957 KB)
 PLTW MTHS.pdf (131 KB)
 Field Trip 22-23 HS.pdf (61 KB)
 CAREBRIDGE.pdf (332 KB)
 Monroe - OFAC Corrective Action Plan(6964072.1).pdf (198 KB)

Subject

G. BOARD ACTION (9 MEMBER VOTE)

Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access Public

Type

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items P through X)

P. It is recommended that the Board approve the previously submitted list of requests for Staff Professional Development.

Q. It is recommended that the Board approve the previously submitted list of requests for Field Trips.

R. It is recommended that the Board approve the previously submitted Student Suspension Report for the month of June 2022.

S. It is recommended by the Acting Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the June 15, 2022 meeting:

233302
233043
232293

T. It is recommended by the Acting Superintendent of Schools that the Board approve the District's participation in Project Lead the Way Inc. {"PLTW"} for Middle School PLTW Engineering Participation for the 2022-2023 school year at the cost of \$950.00.

U. It is recommended by the Acting Superintendent of Schools that the Board approve the establishment of an Autistic Program at Woodland Elementary School for the 2022-2023 school year.

V. It is recommended by the Acting Superintendent of Schools that the Board approve the establishment of a Learning/Language Disabilities mild/moderate Program at Woodland Elementary School for the 2022-2023 school year.

W. It is recommended by the Acting Superintendent of Schools that the Board approve the establishment of a full day Integrated Preschool Program at Barclay Brook Elementary School for the 2022-2023 school year.

X. It is recommended by the Acting Superintendent of Schools that the Board approve the previously submitted textbook adoption for the 2022-2023 school year:

K-5 myView Literacy

File Attachments

Professional Development.K8.pdf (239 KB)

Executive File Attachments

Suspension - June 2022 K-8.pdf (113 KB)
Textbook Adoption Form_myView Literacy.pdf (168 KB)
Field Trip 22-23 K-8.pdf (45 KB)
PLTW MTMS.pdf (131 KB)

10. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS

Subject A. BOARD ACTION (10 MEMBER VOTE)

Meeting Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 10. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS

Access Public

Type Action

Recommended Action It is recommended that the Board of Education approve the following Board Action Items by roll call.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Business Administrator's Board Action section of the Agenda.

BOARD ACTION (Items A through M)

A. *PROFESSIONAL APPOINTMENTS:

1. It is recommended that members of the Monroe Township Board of Education approve **Learning Tree Multicultural/Multilingual Evaluation and Consulting, Inc.**, 18 Sheppard Place, Suite G Edison, NJ 08817 to provide the following services for the 2022/23 school year:

Multilingual Child Study Team Evaluations in all languages (other than Spanish) \$850.00 per evaluation:

Learning
Psychological
Social History
Speech/Language

Bilingual Child Study Team Evaluations in Spanish \$800.00 per evaluation:

Learning
Psychological
Social History
Speech/Language

Bilingual Translation Services for Child Study Team Meetings in all languages \$120.00 per hour.

Written Translation Services for Child Study Team Meetings in all languages \$120.00 per page.

2. It is recommended that members of the Monroe Township Board of Education approve **Reid Sound** to provide theatrical labor at the following rates for the period of July 1, 2022 to July 1, 2023:

Instrument/Backline Technician \$65.00 per hour, 10 hour minimum
Stagehand/General Labor \$65.00 per hour, 10 hour minimum
Lighting Assistant/Follow Spot Operator \$65.00 per hour, 10 hour minimum
Audio Assistant 65.00 per hour, 10 hour minimum
Lighting Designer/Console Operator \$75.00 per hour, 10 hour minimum
Audio Engineer/Console Operator \$75.00 per hour, 10 hour minimum

Overtime rate will be billed after ten hours on site.

3. It is recommended that members of the Monroe Township Board of Education approve **Rutgers University Behavioral HealthCare**, 671 Hoes Lane West, Piscataway, NJ 08855 to provide bedside instruction for students admitted to their facility at an hourly rate of \$70.00 per hour for the 2022/23 school year.

4. It is recommended that members of the Monroe Township Board of Education approve **Dr. Alexander Iofin, Advanced Psychiatric Care, P.A.**, 444 Neptune Blvd., Suite 17, Neptune, NJ 07753 to conduct Psychiatric Evaluations for the 2022/23 school year at the following rates:

Child Study Team Psychiatric Evaluation for an Initial or Re-Evaluation \$650.00
Dangerous Assessment \$250.00 per hour

5. It is recommended that members of the Monroe Township Board of Education approve **Penn Medicine Princeton Health** to provide onsite instruction for students admitted to their facility at their instruction rate of \$65.00 per hour for the 2022/23 school year.

6. It is recommended that members of the Monroe Township Board of Education approve **Monmouth Ocean Educational Services Commission (MOESC)** to provide the following services for the 2022/23 School Year and ESY Program:

Aide Placements (Paraprofessionals):

Part Time Not Highly Qualified at a rate of \$26.50 per hour

Part Time Highly Qualified at a rate of \$29.00 per hour

Full Time Not Highly Qualified at a rate of \$34.50 per hour

Full Time Highly Qualified at a rate of \$37.50 per hour

Full Time Highly Qualified Non-Instructional at a rate of \$37.50 per hour

Social Worker/Psychologist at a rate of \$498.00 per day or \$83.00 per hour

Bilingual Full Testing: Social Worker/Psychologist/LDTC, Report only-no meeting at a rate of \$650.00 per evaluation

Bilingual Social Worker/Psychologist/LDTC – Services at a rate of \$150.00 per hour

Psychologist/LDTC at a rate of \$564.00 per diem

Psychologist/LDTC at a rate of \$94.00 per hour

Speech Evaluations at a rate of \$375.00 per evaluation

Speech Services at a rate of \$750.00 per day or \$125.00 per hour/session

Bilingual Speech Evaluations at a rate of \$650.00 per evaluation

Bilingual Speech Evaluations at a rate of \$150.00 per hour/session

Occupational Therapy Evaluations at a rate of \$375.00 per evaluation

Occupational Therapy Services at a rate of \$780.00 per day

Occupational Therapy Services at a rate of \$130.00 per hour

Physical Therapy Evaluations at a rate of \$375.00 per evaluation

Physical Therapy Services at a rate of \$780.00 per diem

Physical Therapy Services at a rate of \$130.00 per hour

Behaviorist at a rate of \$900 per day or \$150.00 per hour

Public School Certified Nurse at a rate of \$75.00 per hour

Registered Nurse at a rate of \$65.00 per hour

Licensed Practical Nurse at a rate of \$50.00 per hour

7. It is recommended that members of the Monroe Township Board of Education approve **Indus Translation Services**, 7 Lincoln Highway, Suite #227, Edison, NJ 08820 to provide translation services for the 2022/23 school year:

Languages	Rate Per Hour Virtual/Over the Phone	Rate Per Hour In-Person	Rate Per Minute On-Demand-Rush
Arabic	\$65.00	\$90.00	\$1.60
Bengali	\$75.00	\$100.00	\$1.60
Chinese	\$75.00	\$100.00	\$1.60
French	\$85.00	\$100.00	\$1.60
German	\$85.00	\$100.00	\$1.60
Gujrati	\$75.00	\$90.00	\$1.60
Hindi	\$75.00	\$90.00	\$1.60
Hungarian	\$85.00	\$125.00	\$1.60
Italian	\$90.00	\$125.00	\$1.99
Japanese	\$115.00	\$150.00	\$1.99
Korean	\$85.00	\$150.00	\$1.60
Malayalam	\$90.00	\$100.00	\$1.99
Nepali	\$90.00	\$110.00	\$1.60
Polish	\$115.00	\$150.00	\$1.99
Portuguese	\$80.00	\$110.00	\$1.60
Punjabi	\$80.00	\$110.00	\$1.60
Russian	\$90.00	\$110.00	\$1.60
Tagalog	\$115.00	\$150.00	\$1.60
Tamil	\$75.00	\$125.00	\$1.60
Telugu	\$85.00	\$125.00	\$1.60
Turkish	\$85.00	\$150.00	\$1.60
Ukrainian	\$115.00	\$125.00	\$1.99
Urdu	\$75.00	\$90.00	\$1.60
Vietnamese	\$75.00	\$150.00	\$1.60
Yoruba	\$125.00	\$180.00	\$1.99

8. It is recommended that members of the Monroe Township Board of Education approve **DLB Associates**, 265 Industrial Way West, Eatontown, NJ 07724 as the **MEP Engineer of Record** for the Monroe Township School District for the 2022/23 school year at the rates stated in the previously submitted rate schedule.
9. It is recommended that members of the Monroe Township Board of Education approve the **Law Offices of David Rubin** to handle two School Ethics Commission matters, consistent with N.J.S.A. 18A:16-6, at a rate of \$300.00 per hour. The Board will be responsible for fees up to a \$5,000.00 deductible, at which time any remaining fees will be covered by the District's insurance carrier.

B. * BILL LIST

It is recommended that the bills totaling \$10,823,114.29 be ratified by the Board. The bills have been reviewed and certified by the Chairperson of the Finance Committee and Acting Business Administrator. It is further recommended that the previously submitted Addendum to the Bill List totaling \$128,139.65 be ratified by the Board.

C. * TRANSFER #11

It is recommended that members of the Monroe Township Board of Education approve Transfer #11 for May 2022 for Fiscal Year 2021/22 as previously submitted.

D. * SECRETARY'S FINANCIAL & CASH REPORT

In accordance with N.J.A.C. 6A:23-2.11(c) 4, Be It Resolved that the Board of Education hereby certifies that it is in receipt of the Financial Reports for May 2022, which indicates that no major accounts or funds have been over expended and that sufficient funds are available to meet the district's financial obligations for the fiscal year in accordance with N.J.A.C. 6A:23-2.11(b). In accordance with N.J.A.C. 6A:23-2.11(c) 3, Be It Further Resolved that the Acting Business Administrator certifies that the May 2022 Secretary's Report indicates that no line item account has encumbrances and expenditures which in total exceed the line item appropriation in accordance with N.J.A.C. 6A:23-2.11(a).

E. * CHANGE FUND/ PETTY CASH

It is recommended that members of the Monroe Township Board of Education approve the following Petty Cash and Cashier Change Funds for the 2022/23 school year:

Cafeteria Change Fund: \$786.00

Cafeteria Petty Cash: \$500.00

F. * CONTRACT RENEWAL - RUBICON INTERNATIONAL / CURRICULUM MANAGEMENT SYSTEM

It is recommended that members of the Monroe Township Board of Education approve the previously submitted proposal of **Rubicon West LLC** to provide an Atlas Curriculum Management System at a fee of \$24,329.00 for the 2022/23 school year.

- G. *It is recommended that the members of the Monroe Township Board of Education retroactively approve a \$300.00 live streaming fee for the 2022 graduation commencement service held at Cure Arena on June 24, 2022. The service was omitted from the contract with Global Spectrum, L.P. which was previously approved by the Board at the January 26, 2022 meeting.

H. * CONTRACT RENEWAL - BLACKBOARD CONNECT

It is recommended that members of the Monroe Township Board of Education renew the contract with **Blackboard Inc.** to provide the Alert Now Notification System and Web Community Manager at a total fee of \$40,067.99 for the 2022/23 school year.

- I. *It is recommended that the Monroe Township Board of Education renew the previously submitted **Parental Contract for Student Transportation**, Route SCHR2, for the 2022/23 school year, at a cost not to exceed \$20,200.00. The Board President and the Acting Business Administrator are hereby authorized and directed to take all necessary steps to implement this action of the Board of Education.

J. * CONTRACT RENEWAL/HEARTLAND SCHOOL SOLUTIONS

It is recommended that members of the Monroe Township Board of Education approve Heartland Payment Solutions d/b/a **Heartland School Solutions** to provide annual technical support and software updates for school Menu Planning, Production Records, POS Manager System, MySchoolApps, Free and Reduced Software, and Cafeteria License for the Nutrikids system for the 2022/23 school year at a rate of \$3,251.00.

K. * CONTRACT RENEWAL / SNOW REMOVAL SERVICES

It is recommended that members of the Monroe Township Board of Education authorize Laura Allen, Acting Business Administrator to renew the contract for snow removal services between the Monroe Township Board of Education

and **Garden Irrigation** for the 2022/23 school year. Terms of the contract renewal are in accordance with the July 8, 2020 initial bid contract award.

L. *JOHNSON CONTROLS/PROFESSIONAL ENGINEERING ENERGY MANAGEMENT

It is recommended that members of the Monroe Township Board of Education approve **Johnson Controls**, 264 Fernwood Avenue, Edison, NJ 08837, to maintain and service the Automatic Temperature Control System at the Monroe Township High School for the 2022/23 school year.

M. *RESOLUTION OF THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, NEW JERSEY AWARDED THE LEASE PURCHASE FINANCING FOR THE ACQUISITION OF VARIOUS VEHICLES AND EQUIPMENT

WHEREAS, the Board of Education of the Township of Monroe, in the County of Middlesex, New Jersey (the "Board") did heretofore adopt and approve a resolution authorizing the receipt of bids for financing the acquisition of various vehicles and equipment (collectively, the "Vehicles and Equipment"); and

WHEREAS, a request for bid for the lease purchase financing of the Vehicles and Equipment (the "Request") was duly published and proposals for the lease purchase financing of the Vehicles and Equipment were duly solicited pursuant to the terms of the Request and the bid specifications attached hereto as Exhibit A (the "Bid Specifications"); and

WHEREAS, sealed bids containing proposals for the lease purchase financing of the Vehicles and Equipment were received on July 7, 2022 from the following:

<u>Name of Bidder</u>	<u>Interest Rate</u>
TD Equipment Finance, Inc.	2.7887%

WHEREAS, the proposal of TD Equipment Finance, Inc., in the form thereof attached hereto as Exhibit B (the "Proposal"), offered lease purchase financing of the Vehicles and Equipment at the lowest fixed interest rate for the term of the lease purchase financing, in accordance with the requirements of the Request and the Bid Specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD AS FOLLOWS:

SECTION 1. That the Bid Specifications and their use in the solicitation of bids are hereby ratified and approved in all respects.

SECTION 2. That the lease purchase financing of the Vehicles and Equipment is awarded to TD Equipment Finance, Inc. and the Proposal thereof referred to in the recitals above is hereby accepted, the lease purchase financing to bear interest at the fixed rate as set forth in the Proposal.

SECTION 3. That the Board hereby covenants to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") applicable to the lease purchase financing and covenants not to take any action or to permit any action to be taken which would cause the interest component on the lease purchase financing to lose the exclusion from gross income for Federal income tax purposes provided under Section 103 of the Code or cause the interest component on the lease purchase financing to become an item of tax preference under Section 57 of the Code.

SECTION 4. That the Board hereby designates the interest component on the lease purchase financing as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code (relating to an exception to the disallowance of interest expense of certain financial institutions allocable to tax-exempt interest). The Board Secretary is hereby authorized and directed to satisfy any reporting requirements made necessary by any Federal rules and regulations with respect to such designation of the interest component on the lease-purchase financing.

SECTION 5. The Board hereby authorizes the Acting Business Administrator, Acting Board Secretary, the Superintendent, Bond Counsel, the Auditor and any other professionals of the Board to proceed with the lease purchase financing, including the drafting of any documents necessary therefor. The Board hereby ratifies and approves all actions previously taken by the Acting Business Administrator, Acting Board Secretary, the Superintendent, Bond Counsel, the Auditor and any other professionals of the Board in connection with the drafting and negotiation of any documents necessary in connection with the lease purchase financing.

SECTION 6. The Acting Business Administrator, the Acting Board Secretary, the Board President, the Board Vice President, the Superintendent and the Chairperson and Vice-Chairperson of the Board's Finance Committee are hereby authorized to execute all documents necessary for the lease purchase financing, including without limitation, such documents necessary to evidence the exclusion of the interest component on the lease purchase financing from gross income for Federal income tax purposes, including, inter alia, the status of the lease purchase financing as other than "private activity bonds" within the meaning of section 141 of the Code.

SECTION 7. The Board intends to enter into the documents for the lease purchase financing in order to finance the cost of the Vehicles and Equipment. The Board expects that the maximum principal portion of the rent payments due under the lease purchase financing which will be entered into to finance the cost of the Vehicles and Equipment is \$3,559,500. If the Board incurs any such costs prior to the execution of the documents for the lease purchase financing, the Board intends to reimburse itself for such expenditures with the proceeds of such lease purchase financing.

SECTION 8. The Board President, the Board Vice President, the Superintendent, the Chairperson and Vice-Chairperson of the Board's Finance Committee, the Acting Business Administrator and the Acting Board Secretary are hereby authorized and directed to determine all matters in connection with the lease purchase financing of the Vehicles and Equipment not determined by this or subsequent resolution of the Board, as permitted by law.

SECTION 9. A copy of this resolution shall be placed on file with the Acting Board Secretary.

SECTION 10. This resolution shall take effect immediately.

File Attachments

Learning Tree 22.23.pdf (53 KB)
 Reid Sound 22-23.pdf (41 KB)
 Rubicon West LLC 22.23.pdf (173 KB)
 DLB Associates 22.23.pdf (170 KB)
 Blackboard 22.23.pdf (237 KB)
 Heartland School Solutions 22.23.pdf (94 KB)
 TD_Exhibit A.PDF (1,100 KB)
 TD_Exhibit B.PDF (5,644 KB)
 Rutgers UBHC 22.23.pdf (144 KB)
 MOESC 22.23.pdf (888 KB)
 Indus Translation 22.23.pdf (71 KB)
 Financials.pdf (1,598 KB)
 Johnson Controls 22-23.pdf (21 KB)
 Bill List 07.20.22 Bd. Mtg..pdf (930 KB)
 Addendum to Bill List Bd. Mtg. 07.20.22.pdf (298 KB)

Executive File Attachments

Transportation Contract 22.23.pdf (114 KB)

Subject	B. BOARD ACTION (9 MEMBER VOTE)
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	10. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS
Access	Public
Type	

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Business Administrator's Board Action section of the Agenda.

BOARD ACTION (Items N through P)

N. PROFESSIONAL APPOINTMENTS

1. It is recommended that members of the Monroe Township Board of Education approve **Joseph Lesky III**, 103 S Wood Ave Unit 204 Linden, NJ 07036, as a Choral Accompanist for the Woodland Elementary School Spring Concert and rehearsals at a total fee of \$200.00.

O. DONATION

It is recommended that the members of the Monroe Township Board of Education accept a donation of communication boards through MTEA Fast Grants. The communication boards are intended for the six (6) elementary schools with a value of \$18,500.

P. RESOLUTION FOR TEMPORARY FACILITY USE

It is recommended that the members of the Monroe Township Board of Education authorize and approve the use of temporary classroom units for the 2022/23 school year as follows:

Monroe Township Middle School

Eight Temporary Classroom Units with Toilet Rooms for instruction.

A Double Cardio Trailer

And let it BE RESOLVED that the members of the Monroe Township Board of Education approve the Renewal Application for Temporary Instructional Space for the 2022/23 school year and authorize its submission, with copy of this resolution, to the Executive County Superintendent of Schools

11. BOARD PRESIDENT'S REPORT**12. OTHER BOARD OF EDUCATION BUSINESS****13. PUBLIC FORUM**

Subject	A. PUBLIC FORUM (See Note 3)
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	13. PUBLIC FORUM
Access	Public
Type	Information

See Note 3.

14. CLOSED SESSION RESOLUTION

Subject	A. CLOSED SESSION RESOLUTION
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	14. CLOSED SESSION RESOLUTION
Access	Public
Type	

Be It Resolved, that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Matters protected by attorney/client privilege
- Personnel Matters

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

15. PUBLIC FORUM - CLOSED SESSION ITEMS ONLY

Subject	A. PUBLIC FORUM (See Note 3)
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	15. PUBLIC FORUM - CLOSED SESSION ITEMS ONLY
Access	Public
Type	Information

See Note 3.

16. NEXT SCHEDULED BOARD OF EDUCATION MEETING AUGUST 17, 2022

Subject	A. NEXT SCHEDULED BOARD OF EDUCATION MEETING AUGUST 17, 2022
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	16. NEXT SCHEDULED BOARD OF EDUCATION MEETING AUGUST 17, 2022
Access	Public
Type	

The next scheduled Board of Education Meeting is scheduled for August 17, 2022 7:00 p.m.

17. ADJOURNMENT

Subject	A. NOTES
Meeting	Jul 20, 2022 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	17. ADJOURNMENT
Access	Public
Type	Action

NOTES

Note 1: Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

Note 2: The Jamesburg Representative shall be eligible to vote on only those matters specifically designated in N.J.S.A 18A:38-8.1, as follows:

1. Tuition to be charged the sending district by the receiving district and the bill lists or contracts for the purchase, operation or maintenance of facilities, equipment and instructional materials to be used in the education of the pupils of the sending district.
2. New capital construction to be utilized by sending district pupils.

3. Appointment, transfer or removal of teaching staff members providing services to pupils of the sending district, including any teaching staff member who is a member of the receiving district's central administrative staff.
4. Addition or deletion of curricular and extracurricular programs involving pupils of the sending district.
5. Any matter directly involving sending district students or programs and services used by them.
6. The annual receiving district budget.
7. Any collectively-negotiated agreement involving employees who provide services used by sending district students.
8. Any individual employee contracts not covered by a collectively-negotiated agreement, if those employees provide or oversee programs or services utilized by sending district students.
9. Any matter concerning governance of the receiving district board of education, including, but not limited to, the selection of board president and vice-president, approval of board bylaws, and the employment of professionals or consultants such as attorneys, architects, engineers, or others who provide services to the receiving district board of education.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's and Business Administrator/Board Secretary's Board Action section of the Agenda.

Note 3: Public discussion is confined to this portion of the Agenda unless permission is granted by the Board President prior to the start of the meeting or when the Board is considering a Special Agenda Item that the Board deems appropriate for public participation. Anyone wishing to address the Board is requested to stand and state his/her name and address.

Exhibit B

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

The meeting was called to order by Board President Chrissy Skurbe at 6:30 p.m.

ATTENDANCE

Ms. Carmen Alvarez
Ms. Kathleen Belko
Ms. Gazala Bohra
Ms. Gail DiPane
Mr. Matthew Gorham
Ms. Kate Rattner
Ms. Chrissy Skurbe

JAMESBURG BOARD MEMBER REPRESENTATIVE PRESENT

Ms. Michelle Scott

STAFF PRESENT

Dr. Chari Chanley, Superintendent of Schools
Dr. Adam Layman, Assistant Superintendent of Schools
Ms. Laura Allen, CPA, Business Administrator/Board Secretary

ATTORNEY PRESENT

Mr. David Disler, Porzio, Bromberg & Newman, P.C.

MEMBERS OF THE PUBLIC – approximately 61

After the Pledge of Allegiance, and the roll call, the Board Secretary read the following statement:

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted November 10, 2023:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

STATUTORY OATH

Ms. Allen administered the Statutory Oath to the following recently appointed Board of Education Member:

Mr. Matthew Gorham

A copy of the executed Statutory Oath will be maintained with the official minutes.
Mr. Gorham took a seat at the board table for the remainder of the meeting.

CLOSED SESSION RESOLUTION

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

Be It Resolved that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Harassment, Intimidation or Bullying
- Matters protected by attorney/client privilege.
- Confidential Personnel Matter

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

A motion was made by Ms. Belko and seconded by Ms. Rattner that the members of the Board of Education go into closed session. Motion carried.

Adjourned to Closed Session at 6:36 p.m.
Returned to Public Meeting at 7:13 p.m.

STUDENT BOARD MEMBERS' REPORT

Ms. Sehaj Chadha reported the following on district schools:

Barclay Brook – Parent/Teacher Conferences were held this past week; Halloween Parades and class celebrations took place at the end of October; staff dressed up as Mario this year. and Mrs. Mahoney lead the Halloween Parades as Mario; the Monroe Township Fire Department District #3 presented a Fire Safety assembly for the students; this week the school welcomed parents to visit and participate in class activities for American Education week; and students are currently working on a school-wide STEM project that will be displayed and celebrated next week.

Brookside – Parent Teacher Conferences took place on October 18th & 19th; the school held a Think Pink Day fundraiser for breast cancer awareness on November 2nd; parent visitation for American Education Week is taking place this week. Student Council officers have been selected and are beginning tasks such as assisting with student arrival and dismissal and exploring fundraisers.

Woodland – celebrated Halloween with several fun activities such as a pumpkin patch sponsored by the PTO and STEM activities in the classroom; Student Council & the Unified PALS students coordinated a Think Pink Day and Spina Bifida Awareness Day; Monroe Township Fire District #1 visited Woodland and provided the students with a fun and informative assembly; American Education Week will be celebrated by inviting parents & guardians into the school on the 15th & 16th; Ms. Herman & Ms. Fleming coordinated activities leading up to Veteran's Day; the school kicked off the events with a Wounded Warrior Walk-A-Thon, raising approximately \$3,800 toward the Wounded Warrior Project; and on Friday, November 3rd, several community veterans were honored during the school's first Veteran's Day assembly, the American Legion showed the students why there are 13 folds in the American Flag and what each means, veterans shared stories and children had the opportunity to ask questions.

Oak Tree – November 13-17 is American Education Week will be celebrated the week of November 13th – 17th; On November 14th all 1st Grade students participated in a Firsties Fall

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

Provided support to the First Lego League computer science enrichment program

Avani Gambhirwala Anish Mhaskar Tanishi Pandya Nitish Sunku

Earned his Eagle Scout Award by building an outdoor classroom for the students of Applegarth School

Abhinav Maganti

Earned his Eagle Scout Award by creating and installing a Story Walk at Barclay Brook School

Rayhaan Bohra

Volunteer Service: Teaching Java Script to Upper Elementary Students

Aditya Dhanani	Gautham Kotha	Milind Pai	Hanshal Reddy
Jinansh Shah	Navneeth Thanigai	Abhitej Thavutam	

Recognized for all of their efforts and hard work of their normal school load in addition to their demanding practice schedule at a high school level.

Henry Alvarenga	Tise Deru	Jaskaran Kaler	Nekita Pol	Dylan Polashock
Snigdha Malakapeta	Junerey McCarthy	Evan Nool	Suchi Oak	Aman Patel
Ronit Pol	Sonit Saxena	Arpita Tulsyan		Mythili Viswanath

Recognized for receiving a perfect score on the AP Seminar Exam

Sriram Kaluri

Falcon Care Staff recognized for her innovative ideas and events with students. Partnering with Soup for Seniors to teach our FC students about community outreach

Joan Conroy

Staff recognized by College Board for their performance in AP tests last year

Jennifer Chase - Calculus A/B

Kathleen Docherty - Calculus A/B

Gerald Minter - Computer Science Principles & Computer Science

Sarah Pizzimenti - Computer Science Principles

Peter Ruckdeschel – Statistics

Tracy Sherr - Calculus A/B

Rama Basu - Physics 1 & Physics 2

Jeff Francis - Physics 1

Christopher Himmelheber – Biology

Christian Jessop - Ecology & Environmental Science

George Pangalos – Chemistry

Traci Rickert-Venino - Environmental Science

Robert Byrnes - English / Language Arts 4

Natasha Carannante – Spanish

Sharon Demarco - Research & English / Language Arts 3

Sara Cox - Italian Language & Culture

Beth Wolk - English / Language Arts 3

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

Carolyn McGrory - English / Language Arts 3
Shea Cohen – Seminar
Jaclyn Abruzzese - U.S. History 1
John Bigos - U.S. History 2
Kenneth Chanley - European History
Allison Driscoll - U.S. History 2
Marissa Guerra - U.S. History 1 & U.S. Government
Thomas Lyon – Psychology
Alexa Marshall - U.S. History 1
Christopher Thumm - U.S. History 1
Eugene Giaquinto – Microeconomics
Maria Naumik - Studio Art
Mark Pearce – Microeconomics
Lindsey Reinhard - Music Theory
Alanna Seid – Macroeconomics
David Virelles - Art History
Marina Vitalin – Macroeconomics
Casey Buffalino - School Counselor & AP Coordinator

COMMITTEE REPORTS

Ms. Gazala Bohra, Vice Chairperson of the Buildings, Grounds, and Transportation Committee, reported that the Committee met on November 1, 2023, and discussed the following:

The Committee previously reviewed the scope of 2014 renovations to the varsity baseball field and heard concerns presented to the Athletic Director regarding the condition of the field, specifically the gravel warning track surface behind home plate and options for upgrades. Mr. Barandica updated the Committee having recently inspected the field with Mr. Russ Church of the Monroe Township Baseball Association. Mr. Church indicated that there were no significant safety concerns related to the current construction type; however, his preference would be for use of alternate materials. Administration provided budget estimates in the range of \$17,500.00 for replacing the warning track surface with sod, under-drainage, and irrigation. The Committee requested that any natural seasonal erosion that may be creating lips between surfaces be addressed prior to the start of the baseball season along with the application of a quality infield mix. Furthermore, the Committee supports the donation of bullpen fencing by a parent baseball group. The Committee requested that Administration pursue an estimate for changing the infield of the varsity baseball field to synthetic turf infield material.

The Committee requested that Mr. Barandica survey surrounding districts to obtain information regarding any lacrosse/tennis rebound walls that may have been recently constructed and return ideas to the Committee for construction of such a wall on our property. Once the scope and location are determined Administration could further pursue the cost for constructing the same as

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

a future capital budget expenditure. Furthermore, the Committee chair noted there may be potential for a donation of construction services for this project.

The Committee discussed and supported renewal of the contract with Boss Landscaping at the contracted 2% annual increase for the 2024 season.

Administration provided a performance overview of the SREC system from its inception in 2008 through September 2023. It is estimated that the cost of construction will be fully offset in + / - 2 years utilizing the new reduced SREC sale rates. From that point forward, all energy savings and revenue from SREC sales will be 100% profit. Administration noted that since we entered the program in 2008 the value of a SREC has varied \$30 to \$650 with the most recent value at \$30 per SREC. Oak Tree has now been in the NJ SREC program for 15 years. After 15 years we are reclassified into the NJ Class-1 REC market for the remainder of the system's life. These SREC's trade at a much lower value in this class.

The Committee members expressed safety concerns pertaining to the traffic pattern at the side entrance to the Monroe Township High School along Perrineville Road. Currently traffic is prohibited from a left turn out of the site as well as a left turn into the site. This matter was previously reviewed by the Committee with Monroe Township Police Department and the police advised Perrineville Road is not wide enough for a designated turning lane to accomplish a left hand turn onto the site without impacting thru traffic along Perrineville Road. The Committee noted that increased student population has worsened the traffic safety issue in this area. The Committee requested that Administration contact the Middlesex County Engineering department to see if they can investigate this matter further and provide options for traffic modifications to address our concerns.

Lastly, Administration provided an update and overview of the sewage pump station operation at Monroe Township High School. The system has been serviced and is currently fully operational. Administration also provided an overview of the state funded digital critical incident mapping program for our public schools.

Ms. Gazala Bohra, Chairperson of the Personnel Committee, reported that the Committee met and reviewed the current openings in the District and that there were no Exit Interviews to review. Ms. Bohra further reported that upon completion of her Doctrine degree and longevity of 20 years, Dr. Chanley expressed interest in a revision of her contract. Ms. Bohra stated that the Committee discussed this as well as the full board in the closed session meeting last month and again this evening.

Ms. Kathleen Belko, Chairperson of the Finance Committee, reported that the Committee met on and reviewed the attorney invoices for the month of September, noting that the fees were under \$10,000 this month. The Committee reviewed the Bill List that was presented. Next, the

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

Committee discussed a list of old technology equipment to be auctioned off through Govdeals.com. Lastly, Ms. Allen provided an update on the Audit.

Ms. Kathleen Belko, Chairperson of the Curriculum Committee, reported that the Committee met on October 30th. The Committee was presented with a curriculum review for the following:
CTE/Work Based Learning
Physical Education/Health 6,7,8 Curriculum
Spanish Grade 6 Curriculum
ELA Resources
Alternate Pathways PE

The Committee also was presented with positive feedback on the 2nd and 7 program. Lastly, Ms. Belko congratulated the MTHS Staff, students, and administration for being named to the College Board AP Honor Roll for their performance on 2023 AP Exams.

Ms. Carmen Alvarez, Vice Chairperson of the Policy Committee, reported that the Committee met on October 30th and discussed the following policies and bylaws.
Policy & Regulation #5111 Eligibility of Resident/Nonresident Students
Bylaw 0143 Board Member Election and Appointment

Ms. Alvarez reported that the Committee felt it was appropriate to add Bylaw 0143 to the agenda so there could be a discussion on whether the bylaw should be amended to allow the Jamesburg Representative to vote on a board vacancy moving forward.

Videotaped committee meetings can be found on the district website or at the following link:
[Monroe PEG TV \(viebit.com\)](http://MonroePEGTV.viebit.com)

PUBLIC FORUM

Doug Poye, Monroe Township – spoke about the number of meeting dates that had been changed this year but a change in date for the September meeting was not considered to allow for the public interviews to be held. Next, Mr. Poye spoke in reference to the Comprehensive Maintenance Plan listed on the agenda this evening. Lastly, Mr. Poye inquired if a special meeting will be called for the superintendent's contract revision or will it be discussed at the regular December meeting.

Sarah Aziz, Monroe Township, - questioned if the updated state health curriculum standards are being enforced. Ms. Aziz inquired why Bylaw 0143 is being revised if the Board acted appropriately as Board Attorney Vito Gagliardi stated.

Jay Sincoff, Monroe Township – comments were not related to the agenda therefore Ms. Skurbe asked Mr. Sincoff to wait for the next public forum to address the Board.

ASSISTANT SUPERINTENDENT REPORT

Dr. Layman congratulated the staff and students that were recognized earlier this evening on their achievements. Dr. Layman reported that the fall sports team had an outstanding season and

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

congratulated those students. Dr. Layman stated that they will be recognized at the next board meeting.

SUPERINTENDENT'S REPORT

PERSONNEL (10-member vote)

A motion was made by Ms. Bohra and seconded by Ms. Alvarez that Personnel Items A-M be approved by consent roll call. Roll call 8-0-0-0-2. Motion carried. A copy of the Personnel section of the Superintendent's Report is attached to the official set of minutes.

PERSONNEL (9-member vote)

A motion was made by Ms. Rattner and seconded by Ms. Bohra that Personnel Items N-AK be approved by consent roll call. Roll call 7-0-0-0-2. Motion carried with Ms. Rattner recusing on Items P & AH. A copy of the Personnel section of the Superintendent's Report is attached to the official set of minutes.

BOARD ACTION (10-member vote)

A motion was made by Ms. Bohra and seconded by Ms. Belko that Board Action Items A-M be approved by consent roll call. Roll call 8-0-0-0-2. Motion carried with Ms. Rattner voting no on Item F for policy 0143 only and recusing on Item A for Y. Synder only. A copy of the Board Action section of the Superintendent's Report is attached to the official set of minutes.

BOARD ACTION (9-member vote)

A motion was made by Ms. Belko and seconded by Ms. Bohra that Board Action Items N-T be approved by consent roll call. Roll call 7-0-0-0-2. Motion carried with Ms. Rattner recusing on Items N and O for D. Rattner only. A copy of the Board Action section of the Superintendent's Report is attached to the official set of minutes.

BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS (10-member vote)

A motion was made by Ms. Bohra and seconded by Ms. Alvarez that Board Action Items A-I under the 10-member vote be approved by consent roll call. Roll call 8-0-0-0-2. Motion carried. A copy of the Board Action section of the Business Administrator's Report is attached to the official set of minutes.

BOARD PRESIDENT REPORT

Recognizing that Thanksgiving is next week, Ms. Skurbe thanked all District staff and administration for all of their hard work and thanked the students who continue to show how wonderful they are. Ms. Skurbe thanked the members of the Board for volunteering to serve the community. Next, Ms. Skurbe thanked the members of the Township Council and Mayor Dalina for their continued willingness to collaborate with the school district. Ms. Skurbe reported that back in April, the school Administration, Ms. Bierman, and herself met with the Mayor and Township Council Leadership to discuss the emergent needs of Applegarth School and talked about a possible Shared Service Agreement to help the District make the much-needed repairs. When the District received notice that the ROD Grants were approved and received notice of the \$1,000,000.00 in additional state aid designated for the Applegarth repairs, District Administration met with the Township and presented a Shared Service Agreement for the additional needed amount of \$5,000,000.00. Ms. Skurbe reported that the Agreement is currently

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

with the Township Attorney and hopefully will be ready for review and submitted for board approval at the December meeting. Ms. Skurbe then read the press release that was issued by Mayor Dalina and thanked him and the Council.

OTHER BOARD OF EDUCATION BUSINESS

Ms. DiPane reported that she recently attended the NJSBA 2023 Workshop in Atlantic City. Ms. DiPane provided a few details from some of the programs that she attended.

Ms. Rattner reported that she also attended the NJSBA 2023 Workshop and attended some great sessions. Ms. Rattner congratulated all of the Middle School and High School athletic teams and Marching Band on their successes this Fall. Ms. Rattner also congratulated the Middle School Falcon Jazz Band and Chamber Singers who were selected to perform at the State Music Educators Association Conference in February. Next, Ms. Rattner thanked Mayor Dalina and Township Council for their commitment to the District. Lastly, Ms. Rattner reported that she was selected by NJSBA to be a member of the resolution subcommittee, which reviews the resolutions that will be submitted to the Delegate Assembly.

In recognition of Thanksgiving, Ms. Belko thanked her fellow board members for their service to the District. Ms. Belko also thanked board leadership and Administration for the tenacity and follow through with the Township. Ms. Belko thanked Mayor DaLina for his support. Lastly, Ms. Belko welcomed Mr. Gorham to the Board.

Ms. Bohra reported that a few years ago Mr. Tague filed for a ROD Grant for repairs at Applegarth School that was approved, but unfortunately the District could not produce the 60% for the project. Ms. Bohra expressed gratitude to the Administration and board leadership who collaborated with the Township to see to it that the awarded funds for the Rod Grant can be used this time.

Ms. Alvarez stated that she and Ms. Fabiano recently attended a community event where they ran into Student Board Representative Hetvi Thacker and two of her friends. Ms. Alvarez reported that those two students created their own non-profit for under-served girls in shelters. Ms. Alvarez conveyed their desire to expand the role of the student board rep and bring forth student concerns.

Mr. Gorham stated that he was impressed by and thanked those students that volunteered their service to the summer programs. As a former civics teacher, Mr. Gorham added that it was nice to see students giving back to the community.

Ms. Skurbe reported that she also attended the NJSBA 2023 Workshop where she, along with Ms. Bohra and Dr. Chanley were presented with a Portrait of a Graduate program that she would like to see be incorporated into the District.

PUBLIC FORUM

Jay Sincoff, Monroe Township – spoke about the vandalism to a Jewish facility in the Township and inquired what the District is doing to prevent further hate crimes.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on November 15, 2023.

Doug Poye, Monroe Township – referenced Policy 0167, and cautioned the Board against allowing speakers at public forum to make political campaign speeches during public forum.

Sarah Aziz, Monroe Township – inquired if the District unlawfully redacted information in an OPRA Request regarding a NJSDA Grant.

Pradeep Melam, Monroe Township – spoke regarding the lack of information on the website on Advance Placement courses.

Sara Shama, Monroe Township – inquired about the items that were included in the failed referendum. Ms. Shama also inquired what the plan is to address the remaining concerns after the Applegarth School repairs are completed. Next, Ms. Shama requested clarification on the items on the April election.

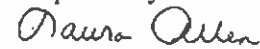
NEXT PUBLIC MEETING

Ms. Skurbe stated that the next public meeting of the Monroe Township Board of Education will convene at 6:30 p.m. on Wednesday, December 6, 2023.

ADJOURNMENT

A motion was made by Ms. Rattner and seconded by Ms. Bohra that the meeting be adjourned. Motion carried. The public meeting adjourned at 9.42 p.m.

Respectfully submitted,



Laura Allen, CPA

Business Administrator/Board Secretary

The video recording of this meeting of the Monroe Township Board of Education can be found on the district website or at the following link:

<https://monroetv.viebit.com/index.php?folder=Board+of+Education>



Wednesday, November 15, 2023
MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING
ALL INDIVIDUALS SITTING AT THE BOARD TABLE SHOULD HAVE THEIR PHONES PUT AWAY

MONROE TOWNSHIP HIGH SCHOOL
200 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NJ 08831
6:30 P.M.

Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Subject	A. BOARD MEMBERS
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	3. ROLL CALL
Access	Public
Type	Information

Ms. Carmen Alvarez
 Ms. Kathleen Belko
 Ms. Gazala Bohra
 Ms. Gail DiPane
 Ms. Katie Fabiano
 Mr. Matthew Gorham
 Ms. Kate Rattner
 Ms. Chrissy Skurbe
 Mr. Peter Tufano

JAMESBURG BOARD MEMBER REPRESENTATIVE (See Note 2)
 Ms. Michelle Scott

STUDENT BOARD MEMBERS

Ms. Sehaj Chadha
Ms. Hetvi Thakker

4. STATEMENT

Subject	A. STATEMENT
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	4. STATEMENT
Access	Public
Type	Information

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted November 10, 2023:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

5. STATUTORY OATH

Subject	A. STATUTORY OATH
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	5. STATUTORY OATH
Access	Public
Type	

STATUTORY OATH

Mr. Matthew Gorham

Executive File Attachments

[M. Gorham Oath 11.15.23.pdf \(29 KB\)](#)

[Code of Ethics M.Gorham 11.15.23.pdf \(44 KB\)](#)

6. CLOSED SESSION RESOLUTION

Subject	A. CLOSED SESSION RESOLUTION
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	6. CLOSED SESSION RESOLUTION
Access	Public
Type	

Be It Resolved, that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Harassment, Intimidation or Bullying
- Matters protected by attorney/client privilege
- Confidential Personnel Matter

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

Executive File Attachments

[HIB.pdf \(6 KB\)](#)

7. STUDENT BOARD MEMBERS' REPORT

8. PRESENTATIONS

Subject	A. STUDENT AND STAFF RECOGNITIONS
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	8. PRESENTATIONS
Access	Public
Type	

STUDENT RECOGNITIONS

9. COMMITTEE REPORTS

10. PUBLIC FORUM -AGENDA ITEMS ONLY

Subject	A. PUBLIC FORUM (See Note 3)
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	10. PUBLIC FORUM -AGENDA ITEMS ONLY
Access	Public
Type	

See Note 3.

11. ASSISTANT SUPERINTENDENT'S REPORT

Subject	A. ASSISTANT SUPERINTENDENT'S REPORT
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	11. ASSISTANT SUPERINTENDENT'S REPORT
Access	Public

Type

12. SUPERINTENDENT'S REPORT/RECOMMENDATION**Subject** A. HOME INSTRUCTION

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access Public

Type Information

ID #	School	Grade	Reason	Home Instruction Provider	Effective Date	End Date
91198	MTMS	8	CST	Forrest	9/6/2023	
90582	MTMS	7	CST	Brunotte, Cormey, Chanley	9/8/2023	
95017	MTHS	10	CST	Quindes, Ongaro, Chakraborti, Simmonds, Nagle, Mackenzie, Speech Tree	9/6/2023	
92933	BES	5	Medical	CHOP	9/7/2023	
94479	MTHS	12	CST	Lyons, Harris, Simmonds, Liburdi	9/20/2023	
94965	MTHS	11	Admin	Lyons, Ongaro, Lustgarten, DuBois, Mackenzie	9/29/2023	10/12/2023
93362	MTHS	11	Medical	Ayala, Wall, Debellis	9/6/2023	
89493	MTHS	10	CST	Mackenzie, Lyons, DuBois, Nagle	9/7/2023	10/20/2023
93159	MTMS	8	Medical	LearnWell	10/11/2023	
93393	MTHS	9	Admin	Profaci, Granett, Brozanski	9/29/2023	10/13/2023
88081	MTHS	11	Medical	Jodon, Van Cleve, DuBois, Ritter, ESCNJ	10/4/2023	10/26/2023
87512	MTHS	11	CST	Lyons, Wall, Quindes	9/29/2023	10/27/2023
97980	MTMS	7	Medical	Fiore, Hoehler, DuBois, Lewkowitz	10/16/2023	
96786	MTHS	10	Medical	LearnWell	10/30/2023	
87845	MTHS	11	Admin	Staub, Mackenzie	10/26/2023	
87792	MTHS	11	Admin	Lyons	10/20/2023	10/26/2023

Subject B. FIRE/LOCKDOWN DRILLS

Meeting Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access Public

Type Information

FIRE/LOCKDOWN DRILL

Applegarth School ----- October 16, 2023
 Barclay Brook School ----- October 25, 2023
 Brookside School ----- October 19, 2023
 Mill Lake School ----- October 25, 2023

Monroe Middle School----- October 4, 2023
 Oak Tree School ----- October 3, 2023
 Woodland School ----- October 30, 2023
 Monroe High School ----- October 24, 2023

Lockdown

Applegarth School----- October 27, 2023
 Barclay Brook School----- October 10, 2023
 Brookside School ----- October 24, 2023
 Mill Lake School ----- October 25, 2023
 Monroe Middle School----- October 17, 2023
 Oak Tree School ----- October 12, 2023
 Woodland School ----- October 18, 2023
 Monroe High School ----- October 23, 2023

Subject**C. BUS EVACUATION DRILLS****Meeting**

Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access

Public

Type

SCHOOL	DATE	TIME	LOCATION	ROUTE NUMBERS	PRINCIPAL
Applegarth	10/26/23	9:15 am	Bus Loop	OA2, OA3, OA6, OA10, OA11, OA14, OA15, OA16, OA17, OA21, OA23, OA24, OA26, OA28, OA29, OA31, OA32, OA35, OA36, OA37, OA39, OA43, OA45, OA71, OA73, OA79	Mary Katherine Nguyen
Barclay Brook	10/24/23	9:15 am & 1:00 pm	Barclay Brook/Brookside Bus Loop Parking Lot	BB4, BB5, BB7, BB9, BB13, BB18, BB19, BB25, BB27, BB33, BB34, BB38, BB40, BB44, BB72, BB74, BB75, BB80, BB81, BB83, BB84	Erinn Mahoney
Brookside	10/23/23	9:15 am	Bus Loop	BB4, BB5, BB7, BB12, BB13, BB19, BB25, BB27, BB33, BB34, BB38, BB40, BB44, BB72, BB74, BB75, BB80, BB81, BB83, BB84	Scott Sidler
High School	10/23/23 & 10/24/23	7:30 am	Back of School Bus Drop Off	HS2, HS3, HS4, HS5, HS6, HS7, HS8, HS9, HS11, HS12, HS13, HS14, HS15, HS16, HS17, HS18, HS19, HS20, HS21, HS 22, HS23, HS24, HS25, HS26, HS27, HS28, HS29, HS30, HS31, HS32, HS33, HS34, HS35, HS36, HS37, HS38, HS39, HS40, HS41, HS42, HS43, HS44 HS51, HS52, HS53, HS54, HS71, HS73, HS74, HS76, HS77, HS78, HS79, HS81, HS82, HS85	Kevin Higgins
MTMS	10/27/23 & 10/30/23	8:10 am	School Bus Drop Off	MS2, MS3, MS4, MS5, MS6, MS7, MS9, MS10, MS11, MS13, MS14, MS15, MS16, MS17, MS18, MS19, MS20, MS21, MS22, MS23, MS24, MS25, MS26, MS27, MS28, MS29, MS31, MS33, MS34, MS35, MS36, MS37, MS38, MS39, MS40, MS41, MS43, MS45, MS74, MS75, MS76, MS78, MS80, MS83, MS84, MS85	James Higgins

Mill Lake	10/24/23	9:10 am & 1:00 pm	115 Monmouth Road	ML8, ML12, ML20, ML22, ML30, ML42, ML85, ML75, ML80, ML77, ML82, ML76, ML78, Mid74PK, Mid1&2	Pamela Ackerman-Garcia
Oak Tree	10/26/23	9:30 am	Bus Loop	OA2, OA3, OA6, OA10, OA11, OA14, OA15, OA16, OA17, OA21, OA23, OA24, OA26, OA28, OA29, OA31, OA32, OA35, OA36, OA37, OA39, OA43, OA45, OA71, OA73, OA79	Mary Katherine Nguyen
Woodland	10/17/23	9:30 am	In Parking Spots	WD8 WD12, WD19, WD30, WD42, WD72, WD74	Orsolina Cetta

Subject**D. ENROLLMENT****Meeting**

Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access

Public

Type

Information

Schools	10/31/23	10/31/22	10/31/21	10/31/20	10/31/19
Applegarth	442	468	453	451	431
Barclay Brook	396	353	330	294	326
Brookside	407	391	391	401	416
Mill Lake	494	488	462	454	536
MTMS	1705	1760	1721	1781	1774
Oak Tree	591	644	715	769	717
Woodland	252	271	303	314	307
High School send/receive	2622 271	2567 268	2507	2473	2395
Total	6909	6942	6882	6937	6902

OUT OF DISTRICT

<u>School</u>	Monroe			Jamesburg		
	<u>September</u>	<u>October</u>	<u>Difference</u>	<u>September</u>	<u>October</u>	<u>Difference</u>
Academy Learning Center	6	6		3	3	
Alpha School	1	1				
Bridge Academy	1	1		1	1	
Celebrate the Children	1	1				
Center for Lifelong Learning	4	4				
Center School	3	3				
Children's Center	0	0		1	1	
Collier School	1	1				
Cornerstone	0	0				
CPC High Point	3	3				
Douglass Develop. Center	2	3	+1			
East Mountain	0	0		1	1	
Eden	2	2				
Garden Academy	1	1				
Honor Ridge Academy	1	1				

Hawkswood School	1	1			
Lakeview School	0	0		1	1
Mercer Elementary	1	1			
Midland School	1	1			
New Roads -Somerset	1	1			
New Roads- Parlin	1	1			
Newmark Elementary	1	1			
Newmark High School	1	1			
NuView Academy	2	2			
Rock Brook School	1	1			
Rugby	0	0		1	1
Rutgers Day School	0	0		1	1
Schroth School	3	3			
Shore Center	2	2			
Total	41	42	+1	9	9

STAFF COUNT

Department	Number of Staff
Superintendent Office	
Superintendent	1
Director	1
Secretary	2
Human Resources	4
Assistant Superintendent Office	
Assistant Superintendent	1
Secretary	2
Staff Developers (Teachers)	3
Business Office	
Business Administrator	1
Assistant Business Administrator	1
Secretary	1
Accounting/Purchasing	4
Payroll	3
Benefits	1
School Admin/Admin Support	
Principal	8
Assistant Principal	10
Secretary	29
Office Paraprofessional	1
Supervisors K-12	
K-12 Supervisor	6
Secretary	1
Instructional	
Teacher	560.5
Classroom Paraprofessionals/Media Ctr	
Paraprofessionals - Full-time	119
Paraprofessionals - Part-time	41
Media Coordinator	3
Educational Services Professionals	
LDTC	7
School Social Worker	8
School Psychologist	10
Physical Therapist	3
Occupational Therapist	8

Behavior Specialist/BCBA	4
Nurse	14
Media Specialist	8
School Counselor	22
Reading Specialist	5
SAC	1
Speech & Language Specialist	16
Pupil Personnel Services	
Director	1
Supervisor	2
Secretary	6
Information Systems	
Director	1
Tech Staff	11
Facilities	
Director	1
Supervisor/Building Manager	2
Secretary	1
Custodial/Maintenance	68
Transportation	
Director	1
Office Staff	4
Driver	63
Bus Mechanics	3
Paraprofessionals - Part-time	16
Security	
Director	1
F/T School Security Officer	19
P/T School Security Officer	4
Athletic Department	
Director	1
Athletic Trainer (1 full time, 1 part-time teacher/trainer)	1.5
Secretary	1
Food Service	
Director	1
Lunch Paraprofessionals - Part-time	40
Falcon Care/ECE	
Director	1
Clerk	1
Teacher/Teacher Aides	8
Site Coordinator, Group Leader, Asst Group Leader (Part-time)	16
Total District Staff as of 11/1/2023	1184

Subject**E. PERSONNEL (10 MEMBER VOTE)****Meeting**

Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access

Public

Type

Action

Recommended
Action

It is recommended that the Board approve the attached personnel items A through M.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (Items A through M)

- A. It is recommended by the Superintendent of Schools that the Board rescind the contract of **Mr. Ashraf Habib**, driver in the Transportation Department, retroactive to October 20, 2023.
- B. *It is recommended by the Superintendent of Schools that the Board accept the resignation of **Ms. Jessica Singer** as National Art Honor Society Advisor and Yearbook Business Manager at MTHS, retroactive to October 30, 2023.
- C. *It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Meredith Kwitkoski**, teacher of math at MTHS effective November 17, 2023 through January 1, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Kwitkoski may be entitled to.
- D. *It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Beth Wolk**, teacher of language arts at MTHS retroactive to October 30, 2023 pending further action by the Board in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Wolk may be entitled to.
- E. *It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Katharine Crapanzano**, teacher of biology at MTHS, effective December 4, 2023 through January 12, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Crapanzano may be entitled to.
- F. *It is recommended by the Superintendent of Schools that the Board approve an unpaid leave of absence to **Ms. Joelle Marrone**, occupational therapist for the District, effective February 23, 2024 through March 1, 2024.
- G. *It is recommended by the Superintendent of Schools that the Board approve the following teacher for ELL After School Support at the High School for 1.5 hours per session/2 sessions per week at the hourly instructional rate \$55.00 retroactive to September 12, 2023 through June 13, 2024 (account no. 20-274-100-100-000-098):
- Onyai Glover
- H. *It is recommended by the Superintendent of Schools that the Board approve the following parent volunteer for the Robotic Clubs for the 2023-2024 school year:
- Maria Michael
- I. *It is recommended by the Superintendent of Schools that the Board approve the following coaches and steps at the High School for the 2023-2024 school year (account no. 11-402-100-100-000-070):

Position	Name	Compensation
Assistant Boys Basketball Coach	Nicholas Isola	Step 3 \$6384
Assistant Winter Track Coach	Kaitlyn Brozanski	Step 1 \$5172
Assistant Swimming Coach	Jason McLaughlin	Step 1 \$4775
Volunteer Ice Hockey Coach	Jared Carrier	Volunteer
Volunteer Boys Basketball Coach	Andrew Isola	Volunteer
Volunteer Boys Basketball Coach	Steven Mackenzie	Volunteer

- J. *It is recommended by the Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Joelle Marrone	MTHS/Woodland	Occupational Therapist	Step 1 MA 115% \$52,872+\$3,600 (less 10 days in the summer)	11-000-216-100-000-070 50%/11-000-216-100-000-030 50%	retroactive to 9/1/23-6/30/24	Change in location and account number
2.	Christopher Muce	MTHS	Teacher of Special Education SLE/TAP	Step 2 BA \$53,122 prorated	11-213-100-101-000-070	retroactive to 11/13/23-12/1/23	Leave position (internal transfer)
3.	Christopher Muce	MTHS	Teacher of Special Education	17% additional contract	11-213-100-101-000-070	retroactive to 11/13/23-12/1/23	Leave position
4.	Jovanna Quindes	MTHS	Transitional class	17% additional contract	11-213-100-101-000-070	retroactive to 9/1/23-6/30/24	New position
5.	Valentina Lambiase	MTHS	Teacher of Science - Biology	17% additional contract	11-140-100-101-000-070	12/4/23-1/12/24	Leave extension
6.	Christopher Himmelheber	MTHS	Teacher of Science - Biology	17% additional contract	11-140-100-101-000-070	12/1/23-1/12/24	Leave extension
7.	Paul Spinelli	MTHS	Teacher of Science - Biology	17% additional contract	11-140-100-101-000-070	12/1/23-1/16/24	Leave extension
8.	James McIntire	MTHS	Teacher of Science - Biology	17% additional contract	11-140-100-101-000-070	12/1/23-1/16/24	Leave extension
9.	Carolyn McGrory	MTHS	Teacher of ELA	17% additional contract	11-140-100-101-000-070	10/30/23-TBD	Leave extension
10.	Dana Chincarini	MTHS	Teacher of ELA	17% additional contract	11-140-100-101-000-070	10/30/23-TBD	Leave extension
11.	Shane Bigelow	MTHS	Teacher of ELA	17% additional contract	11-140-100-101-000-070	10/30/23-TBD	Leave extension
12.	Nicole Gross	MTHS	Teacher of ELA	17% additional contract	11-140-100-101-000-070	10/27/23-TBD	Leave extension
13.	Robert Byrnes	MTHS	Teacher of ELA	17% additional contract	11-140-100-101-000-070	10/27/23-TBD	Leave extension
14.	Kristin Youngblood	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/2/23-11/29/23	Leave position
15.	Brian Keough	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/2/23-11/29/23	Leave position
16.	Sharon Budelman	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/2/23-11/29/23	Leave position
17.	Scott Wall	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/3/23-11/30/23	Leave position
18.	Jennifer Baum	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/3/23-11/30/23	Leave position
19.	Denise DiMeola	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/14/23-11/30/23	Leave position
20.	Nicholas Puleio	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/13/23-12/1/23	Leave position
21.	Richard Liburdi	MTHS	Teacher of Special Education/ICR	17% additional contract	11-213-100-101-000-070	11/13/23-12/1/23	Leave position

22.	Tyler O'Neill	MTHS	Teacher of Special/ICR	17% additional contract	11-213-100-101-000-070	11/14/23-11/30/23	Leave position
23.	Ryan Hansen	MTHS	Teacher of Special/ICR	17% additional contract	11-213-100-101-000-070	11/13/23-12/1/23	Leave position
24.	Carre Warner	MTHS	Teacher of ELA	17% additional contract	11-140-100-101-000-070	9/6/23-12/22/23	modification in end date
25.	Stacey Fretta	MTHS	School Nurse for After School Clubs	Instructional rate \$55.00	11-000-213-100-000-070	retroactive to 10/10/23-6/30/24	New position
26.	Danielle Lemunyon	MTHS	School Nurse for After School Clubs	Instructional rate \$55.00	11-000-213-100-000-070	retroactive to 10/10/23-6/30/24	New position
27.	Danielle Brown	MTHS	TEDx	\$1755	11-401-100-100-000-070	retroactive to 9/1/23-6/30/24	Increase from 50% to 100%
28.	David Virelles	MTHS	National Art Honor Society	50% of \$1755	11-401-100-100-000-070	retroactive to 10/30/23-6/30/24	Resignation replacement
29.	Maria Naumik	MTHS	National Art Honor Society	50% of \$1755	11-401-100-100-000-070	retroactive to 10/30/23-6/30/24	Resignation replacement

K. *It is recommended by the Superintendent of Schools that the Board approve the following new non-certificated staff on the following guides (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	William Westfall	MTHS	Custodian	Step E+2nd shift \$20.72+\$1.00 for 8 hours	11-000-262-100-000-070	12/7/23-6/30/24	Transfer replacement
2.	Angela Oskierko	MTHS	Assistant Girls' Basketball Coach	Step 1 \$5172	11-402-100-100-000-070	Winter Athletic Season	New position
3.	Michael Kides	MTHS	Assistant Boys' Basketball Coach	Step 1 \$5172	11-402-100-100-000-070	Winter Athletic Season	New position
4.	Ryan McDonald	MTHS	Assistant Bowling Coach	Step 1 \$4158	11-402-100-100-000-070	Winter Athletic Season (pending certification)	New position
5.	Gary Mackiewicz	MTHS	Assistant Wrestling Coach	Step 3 \$5172	11-402-100-100-000-070	Winter Athletic Season (pending certification)	New position
6.	Andrew Lombard	MTHS	Wrestling Coach	Step 1 \$5172	11-402-100-100-000-070	Winter Athletic Season	New position

L. *It is recommended by the Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Marcela Ponce	Transportation	Spec. Ed. Para - Bus Aide	Step 1 Spec. Ed. \$15.69+\$2.25 for 5.75 hours	11-000-270-107-000-096	retroactive to 10/23/23-6/30/24	Change in start date
2.	Doreen Patalano	Transportation	Spec. Ed. Para - Bus Aide	Step 1 Spec. Ed. \$15.69+\$2.25 for 5.75 hours	11-000-270-107-000-096	retroactive to 10/20/23-6/30/24	Change in start date

M. *It is recommended by the Superintendent of Schools that the Board approve the following substitutes for the 2023-2024 school year (pending satisfactory completion of pre-employment requirements):

Certificated

Danielle Sternberg
 Theodore Hendricks
 Amruta Kulkarni
 Arlene Kramer
 Rebecca Redington
 Angelique vizer
 Theresa Salerno
 Samar Morcos

Substitute Teacher
 Substitute Teacher
 Substitute Teacher
 Substitute Teacher
 Substitute Teacher
 Substitute Teacher
 Substitute Teacher
 Substitute Teacher

Non- Certificated

Jacqueline Reinhart
 Andrew Lombard
 Michael Kides
 Angela Oskierko

Substitute Paraprofessional
 Substitute Coach
 Substitute Coach
 Substitute Coach

Subject	F. PERSONNEL (9 MEMBER VOTE)
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	12. SUPERINTENDENT'S REPORT/RECOMMENDATION
Access	Public
Type	Action
Recommended Action	It is recommended that the Board approve the attached personnel items N through AK.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (Items N through AK)

N. It is recommended by the Superintendent of Schools that the Board accept the resignation, due to retirement of **Ms. Rochelle Epstein**, paraprofessional at Oak Tree School, effective December 31, 2023.

O. It is recommended by the Superintendent of Schools that the Board accept the resignation of **Ms. Tooba Zia**, paraprofessional at Applegarth School, effective November 16, 2023.

P. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Dr. James Higgins**, principal at MTMS, retroactive to November 15, 2023 through December 22, 2023. It is further recommended that this leave shall be without pay except to the extent of any sick days to which Dr. Higgins may be entitled to.

Q. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Tricia Rutherford**, teacher of grade 4 at Woodland School, retroactive to November 2, 2023 through December 1, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Rutherford may be entitled to.

R. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Anuradha Shyamsundar**, teacher of science at MTMS retroactive to October 31, 2023 through November 15, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Shyamsundar may be entitled to.

S. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Hildelisa Espinal**, teacher of spanish at MTMS, effective November 17, 2023 through January 1, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the

Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Espinal may be entitled to.

T. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Carmela Valeriano**, paraprofessional at Brookside School, effective November 16, 2023 through December 4, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Valeriano may be entitled to.

U. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Mr. Kevin Mayne**, custodian at Mill Lake School, retroactive to October 16, 2023 through October 27, 2023. It is further recommended that this leave shall be without pay except to the extent of any sick days to which Mr. Mayne may be entitled to.

V. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Michelle Riccardi**, teacher of math at MTMS retroactive to November 1, 2023 through December 22, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Riccardi may be entitled to.

W. It is recommended by the Superintendent of Schools that the Board approve an extended medical leave of absence to **Ms. Patricia Jendras**, principal's secretary at Oak Tree School, retroactive to October 26, 2023 through October 27, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Jendras may be entitled to.

X. It is recommended by the Superintendent of Schools that the Board approve a correction in the medical leave of absence to **Ms. Nancy Agnew**, paraprofessional at Applegarth School, effective November 13, 2023 through December 8, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Agnew may be entitled to.

Y. It is recommended by the Superintendent of Schools that the Board approve a maternity leave of absence to **Ms. Jennifer Toth**, teacher of special education at Mill Lake School, effective January 11, 2024 through June 4, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Toth may be entitled to.

Z. It is recommended by the Superintendent of Schools that the Board approve a maternity leave of absence to **Ms. Nicole Yockman**, social worker at Brookside School, effective January 22, 2024 through June 24, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Yockman may be entitled to.

AA. It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Parker Scharko**, teacher of math at MTMS, effective January 8, 2024 through March 25, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Scharko may be entitled to.

AB. It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Meghan Doris**, teacher of grade 1 at Oak Tree School, effective February 1, 2024 through June 30, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Doris may be entitled to.

AC. It is recommended by the Superintendent of Schools that the Board approve a revision in the maternity leave of absence to **Ms. Nikki Reich**, teacher of special education at MTMS retroactive to October 30, 2023 through March 10, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2020 through June 30, 2023. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Reich may be entitled to.

AD. It is recommended by the Superintendent of Schools that the Board approve the following certificated staff for Advanced Art Enrichment retroactive to October 1, 2023 through May 31, 2024 \$77.56 per session (account no. 11-120-100-101-000-020):

Brookside

Dalia Elhaj

AE. It is recommended by the Superintendent of Schools that the Board approve the following staff as a PD Trainer for the 2023-2024 school year:

Tatiana Guarneri (AES)

AF. It is recommended by the Superintendent of Schools that the Board approve the following staff as Mentors for the 2023-2024 school year:

Christopher Sidler MS)
Tatiana Guarneri (AES)

AG. It is recommended by the Superintendent of Schools that the Board approve the following coaches at MTMS at the following stipends:

Position	Name	Compensation
Assistant Wrestling Coach	Justin Hopman	Step 1 \$2186

AH. It is recommended by the Superintendent of Schools that the Board appoint Ms. Patricia Smith, Acting Principal for MTMS at a salary of \$119,419.23 + \$4,350 for MA+30, plus 20 years longevity prorated, retroactive to November 15, 2023 through December 23, 2023 (account no. 11-000-240-103-000-080).

AI. It is recommended by the Superintendent of Schools that the Board approve the following new certificated staff at the following step on guide (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Teresa Fox	MTMS	Teacher of Special Education	Step 10B MA+30 \$85,247+\$4,500 prorated	11-213-100-101-000-080	1/16/24-6/30/24	Resignation replacement
2.	Miranda Ramirez	Applegarth	Media Specialist	Step 8 MA \$62,947+\$3,600 prorated	11-000-222-100-000-050	1/16/24-6/30/24	Resignation replacement
3.	Annette Backof	Woodland	Teacher of Grade 4/Long Term Sub	\$150.00/day	11-120-100-101-000-030	retroactive to 10/31/23-12/4/23	Leave position

AJ. It is recommended by the Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Debora Soriano	MTMS	LDTC	Step 10B MA+30 115% \$85,247+\$4500 prorated(less 10 days from summer)	11-000-219-104-000-080	12/18/23-6/30/24	Change in start date
2.	Lorraine Miccoli	Oak Tree	Teacher of Grade 1	Step 8A MA \$65,447+\$3,600 prorated	11-120-100-101-000-060	2/5/24-6/30/24	Leave extension
3.	Laura Orchard	Applegarth	(1) Additional Class for Phys. Ed.	3% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement
4.	Jessica Siculietano	Applegarth	(1) Additional class for Phys. Ed.	3% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement
5.	Casey Valville	Applegarth	(2) Additional classes for Phys. Ed.	7% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement
6.	Lauren Fischetti	Applegarth	(2) Additional classes for Phys. Ed.	7% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement
7.	Nicole Sheppard	Applegarth	(1) Additional class for Phys. Ed.	3% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement

8.	Lisa Nieves	Applegarth	(1) Additional class for Phys. Ed.	3% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement
9.	Stacy Fleisher	Applegarth	(2) Additional classes for Phys. Ed.	7% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement
10.	Thomas Gardner	Applegarth	(2) Additional classes for Phys. Ed.	7% additional contract	11-120-100-101-000-050	retroactive to 10/23/23-6/30/24	Resignation replacement
11.	Anju Chawla	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 10/30/23-3/8/24	Leave position
12.	Daniel Fields	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 10/30/23-3/8/24	Leave position
13.	Holly Jarusiewicz	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 10/30/23-3/8/24	Leave position
14.	Alyssa Sliwoski	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 10/30/23-3/8/24	Leave position
15.	Gary Snyder	MTMS	Teacher of Physical Education	17% additional contract	11-130-100-101-000-080	11/20/23-2/9/24	Leave position
16.	Kathryn Echevarria	MTMS	Teacher of Physical Education	17% additional contract	11-130-100-101-000-080	11/20/23-2/9/24	Leave position
17.	Katy Elias	MTMS	Teacher of Physical Education	17% additional contract	11-130-100-101-000-080	11/20/23-2/9/24	Leave position
18.	Patrick Nortz	MTMS	Teacher of Physical Education	17% additional contract	11-130-100-101-000-080	11/30/23-2/9/24	Leave position
19.	Sarah Hillman	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	retroactive to 11/1/23-12/18/23	Leave extension
20.	Laura Horoszewski	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	retroactive to 11/1/23-12/18/23	Leave extension
21.	Ashley DiGiovannangelo	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	retroactive to 11/1/23-11/30/23	Leave extension
22.	Erin Berry	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	retroactive to 11/1/23-12/18/23	Leave extension

23.	Lara Goetz	MTMS	Substitute Teacher for After School Clubs	Instructional rate \$55.00	11-130-100-101-000-080	retroactive to 10/16/23-6/30/24	Yearly position
24.	Lara Goetz	MTMS	After School Basic Skills Substitute	\$116.34 per session	11-230-100-101-000-080	retroactive to 10/16/23-6/30/24	Yearly position
25.	Lara Goetz	MTMS	Detention Monitor	Non-instructional rate \$46.00	11-130-100-101-000-080	retroactive to 10/16/23-6/30/24	Yearly position
26.	Autumn Dawson	MTMS	Science Resource Personnel	\$1206	11-130-100-101-000-080	retroactive to 9/1/23-12/22/23	Leave position
27.	Christine Viszoki	MTMS	Staff for Ticket Booth for 6th Grade Play	Non-instructional rate \$46.00 for 1.5 hours	11-130-100-101-000-080	retroactive to 10/26/23	Yearly position
28.	Scott Zimms	MTMS	Staff for Ticket Booth for 6th Grade Play	Non-instructional rate \$46.00 for 1.5 hours	11-130-100-101-000-080	retroactive to 10/26/23	Yearly position
29.	Abbe Fleming	Woodland	Title I SEL	Instructional rate \$55.00 for 1 day/week 1 hour	20-231-100-101-000-030	11/28/23-6/7/24	New position
30.	Dana Cansian	Woodland	Title I SEL	Instructional rate \$55.00 for 1 day/week 1 hour	20-231-100-101-000-030	11/28/23-6/7/24	New position
31.	Dana Cansian	Woodland	Title I ELA	Instructional rate \$55.00 for 2 days/week 1 hour	20-231-100-101-000-030	11/28/23-6/7/24	New position
32.	Abbe Fleming	Woodland	Title I ELA	Instructional rate \$55.00 for 2 days/week 1 hour	20-231-100-101-000-030	11/28/23-6/7/24	New position
33.	Kerrilyn Sidler	Woodland	Title I Math	Instructional rate \$55.00 for 1 day/week 1 hour	20-231-100-101-000-030	11/28/23-6/7/24	New position
34.	Olimpia Cicarella	Woodland	Title I Math	Instructional rate \$55.00 for 1 day/ week 1 hour	20-231-100-101-000-030	11/28/23-6/7/24	New position
35.	Carole Murphy	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	Instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	12/4/23-5/31/24	New position
36.	Kristie DeLuca	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	Instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	12/4/23-5/31/24	New position
37.	Nicole Mascola	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	Instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	12/4/23-5/31/24	New position

38.	Kayla Crawford	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	Instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	12/4/23-5/31/24	New position
39.	Amanda Lair	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	Instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	12/4/23-5/31/24	New position
40.	Taylor Bell	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	Instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	12/4/23-5/31/24	New position
41.	Beth Nagle	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	Instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	12/4/23-5/31/24	New position
42.	Ann Ratcliffe	Brookside	Math Bootcamps Title I (Pep)	Instructional rate \$55.00 for 1 hour/day	20-231-100-101-000-020	12/4/23-5/14/24	New position
43.	Danielle Manfredi	Brookside	Math Bootcamps Title I (Pep)	Instructional rate \$55.00 for 1 hour/day	20-231-100-101-000-020	12/4/23-5/14/24	New position
44.	Angelica Gitter	Brookside	Phonics Title I (Pep Program)	Instructional rate \$55.00 for 1 hour/day	20-231-100-101-000-020	12/4/23-5/15/24	New position
45.	Kim Bertini	Brookside	Substitute for Title I Pep Program	Instructional rate \$55.00 for 1 hour/day as needed	20-231-100-101-000-020	12/4/23-5/15/24	New position
46.	Nancy Dempsey	Brookside	Substitute for Title I Pep Program	Instructional rate \$55.00 for 1 hour/day as needed	20-231-100-101-000-020	12/4/23-5/15/24	New position
47.	Moshina Goyal	Brookside	Substitute for Title I Pep Program	Instructional rate \$55.00 for 1 hour/day as needed	20-231-100-101-000-020	12/4/23-5/15/24	New position
48.	Patricia Corica	MTMS	School Nurse 6th Grade Dance	Instructional rate \$55.00 for 3 hours	11-000-213-100-000-080	retroactive to 10/27/23	Yearly position
49.	Alicia Realmuto	MTMS	School Nurse for Music Trip	Instructional rate \$55.00 up to 8 hours	11-000-213-100-000-080	5/31/24	Yearly position
50.	Alicia Realmuto	MTMS	School Nurse for Music Trip	Instructional rate \$55.00 up to 4 hours	11-000-213-100-000-080	2/7/24	Yearly position
51.	Alicia Realmuto	MTMS	School Nurse for Music Trip	Instructional rate \$55.00 up to 5.5 hours	11-000-213-100-000-080	5/10/24	Yearly position
52.	Katherine Sheppard	MTMS	Vista Team Leader	\$1624	11-130-100-101-000-080	retroactive to 10/30/23-3/8/24	Leave position

53.	Sarah Hillman	MTMS	6th Grade Dance Chaperone	Non-instructional rate \$46.00 for 2 hours	11-130-100-101-000-080	retroactive to 10/27/23	Yearly position
54.	Kimberly Wasnesky	Barclay Brook	Packing/Unpacking	Non-instructional rate \$46.00 for 10 hours	11-000-219-104-000-093	retroactive to 8/1/23-9/1/23	New position
55.	Karitssa Barry	Barclay Brook	Packing/Unpacking	Non-instructional rate \$46.00 for 7.5 hours	11-000-219-104-000-093	retroactive to 8/1/23-9/1/23	New position
56.	Jennifer Metroke	Brookside	Additional Teaching Section Resource Math	17% additional contract	11-213-100-101-000-020	retroactive to 11/13/23-6/30/24	New position
57.	Dina Dale	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	11/22/23-TBD	Leave position
58.	Ryan Turco	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	11/22/23-TBD	Leave position
59.	Amy Kuhn	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	11/22/23-TBD	Leave position
60.	Michael Pilato	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	11/22/23-TBD	Leave position

AK. It is recommended by the Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Scott Siller	Brookside	Spec. Ed. Para LLD	Step 2 Spec. Ed. + toileting \$15.79+\$2.25+\$3.00 for 6.75 hours	11-204-100-106-000-020	retroactive to 10/25/23-6/30/24	Transfer

Executive File Attachments
[Resumes.pdf \(578 KB\)](#)

Subject**G. BOARD ACTION (10 MEMBER VOTE)**

Meeting

Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

12. SUPERINTENDENT'S REPORT/RECOMMENDATION

Access

Public

Type

Action

Recommended Action

It is recommended that the Board approve the attached board action items A through M.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items A through M)

- A. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.
- B. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.
- C. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.
- D. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of October 2023.
- E. *It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the October 19, 2023 meeting:

250741

- F. *It is recommended by the Superintendent of Schools that the Board approve the following Policies and Regulation for a first reading:

P 0143	Board Member Election and Appointment (Bylaw)
P 5111	Eligibility of Resident/Nonresident Students (M) (Revised)
R 5111	Eligibility of Resident/Nonresident Students (M) (Revised)

- G. *It is recommended by the Superintendent of Schools that the Board approve the following Policies and Regulations for a second and final reading:

P 2270	Religion in the Schools (Revised)
P 3161	Examination for Cause (Revised)
P 3212	Attendance (M) (Revised)
R 3212	Attendance (M) (Revised)
P 3324	Right of Privacy (Revised)
P 4161	Examination for Cause (Revised)
P 4212	Attendance (M) (Revised)
R 4212	Attendance (M) (Revised)
P 4324	Right of Privacy (Revised)
P 5116	Education of Homeless Children & Youths (Revised)
R 5116	Education of Homeless Children & Youths (Revised)
P 5460	High School Graduation
P 8500	Food Services (M) (Revised)

- H. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between The Adventure Guild, LLC and the Monroe Township High School to provide qualified staff, as necessary, to perform services on the Client's Challenge course and/or climbing tower or wall for one day workshop, date to be determined. Contract for Challenge Course Services will be based on revisit annual challenge course inspection 2023 - limited indoor climbing wall and climbing elements only, \$750.00 and travel expenses \$140.00, for a total cost of \$890.00.
- I. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between the Middlesex College and the Monroe Township High School for the Middlesex County Teen Arts Festival on

March 13, 2024 to provide 2D and 3D Visual and Film and Animation for a total cost of \$400.00.

- J. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between POAC Autism Services and the Monroe Township Board of Education for a virtual professional development on "Autism Recognition and Response for School Nurses" to be held on February 16, 2024 for a cost of \$750.00.
- K. *It is recommended by the Superintendent of Schools that the Board approve the following rates for the bowling team for the 2023-2024 winter season:
- Knob Hill Country Lanes - \$3.00 per person per game
Bowlero North Brunswick - \$3.50 per person per game
- L. *It is recommended by the Superintendent of Schools that the Board approve Siobhan Hutchinson, instructor to teach Tai Chi to a self-contained class at the Monroe Township High School on November 21, 2023, November 28, 2023 and December 5, 2023. There is no cost for this service.
- M. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Propio LS, LLC and the Monroe Township School District to provide on-demand interpretation services on an as needed basis for the 2023-2024 school year (first year of a three year agreement).

File Attachments

[Student Teacher HS.pdf \(30 KB\)](#)
[Policies and regulation for first reading.pdf \(1,247 KB\)](#)
[Policies and regulations for a second and final reading.pdf \(2,721 KB\)](#)
[Professional Development.pdf \(122 KB\)](#)

Executive File Attachments

[The Adventure Guild, LLC.pdf \(381 KB\)](#)
[Middlesex College Teen Arts Invoice.pdf \(350 KB\)](#)
[Field Trip 2023-2024 HS.pdf \(51 KB\)](#)
[POAC Autism Services.pdf \(136 KB\)](#)
[December 2023 CBI WBL CBF Transition Calendar.pdf \(173 KB\)](#)
[November 2023 CBI WBL CBF Transition Calendar.pdf \(234 KB\)](#)
[Propio LS, LLC.pdf \(3,563 KB\)](#)
[Suspension Report October 2023 HSrev.pdf \(137 KB\)](#)

Subject	H. BOARD ACTION (9 MEMBER VOTE)
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	12. SUPERINTENDENT'S REPORT/RECOMMENDATION
Access	Public
Type	Action
Recommended Action	It is recommended that the Board approve the attached board action items N through T.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items N through T)

N. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.

O. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.

P. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.

Q. It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of October 2023.

R. It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the October 19, 2023 meeting:

252397
251970
251420

S. It is recommended by the Superintendent of Schools that the Board approve the following Penn Medicine programs to be held at the Monroe Township Middle School:

Health Fair - March 14, 2024

Assembly Program

Vaping - date to be determined

Nutrition - February 22, 2024

radKIDS self defense - date to be determined - to be taught during gym classes.

CPR - February 8, 2024 and February 9, 2024

T. It is recommended by the Superintendent of Schools that the Board approve the previously submitted curriculum for the 2023-2024 school year:

Physical Education/Health Grade 6
Physical Education/Health Grade 7
Physical Education/Health Grade 8
Spanish Grade 6

File Attachments

[Student Teacher K-8.pdf \(31 KB\)](#)

[Professional Development K-8.pdf \(71 KB\)](#)

Executive File Attachments

[Phys Ed Health Grade 7.pdf \(4,784 KB\)](#)

[Phys Ed Health Grade 8.pdf \(5,646 KB\)](#)

[Phys Ed Health Grade 6.pdf \(46,874 KB\)](#)

[Grade 6 Spanish.pdf \(1,632 KB\)](#)

[Field Trip 2023-2024 K-8.pdf \(52 KB\)](#)

[Suspension Report October 2023 K-8.pdf \(122 KB\)](#)

13. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS

Subject

A. BOARD ACTION (10 MEMBER VOTE)

Meeting

Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category	13. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS
Access	Public
Type	Action
Recommended Action	It is recommended that the Board of Education approve the following Board Action Items by roll call.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Business Administrator's Board Action section of the Agenda.

BOARD ACTION (Items A through I)

A. *PROFESSIONAL APPOINTMENTS:

1. It is recommended that the members of the Monroe Township Board of Education approve the appointment of **Lenox Law Firm**, 136 Franklin Corner Road, Lawrenceville, NJ 08648, as Insurance Defense Counsel to represent the Board's interest in a legal matter (QN-4940) up to the \$10,000.00 deductible set through the district's insurance policy with New Jersey School Insurance Group. The Board President and the Business Administrator/Board Secretary are hereby authorized and directed to take all necessary steps to implement this action of the Board of Education.
2. It is recommended that the members of the Monroe Township Board of Education approve the appointment of **Lenox Law Firm**, 136 Franklin Corner Road, Lawrenceville, NJ 08648, as Insurance Defense Counsel to represent the Board's interest in a legal matter (QN-4929) up to the \$10,000.00 deductible set through the district's insurance policy with New Jersey School Insurance Group. The Board President and the Business Administrator/Board Secretary are hereby authorized and directed to take all necessary steps to implement this action of the Board of Education.
3. It is recommended that the members of the Monroe Township Board of Education approve **Michael Severson**, 2215 Almond Street, Philadelphia, PA 19125, as an Accompanist for the MTHS Winter Concert at the following rates:

Daytime Rehearsals 2 @ \$125.00 each
Evening Rehearsals 3 @ \$100.00 each
Daytime Concert 1 @ \$150.00
Evening Performances 2 @ \$200.00 each

For a total fee of \$1,100.00
4. It is recommended that the members of the Monroe Township Board of Education approve **Gerardo Davila**, 5155 Regan Drive, Murfreesboro, TN 37129, to present a Latin Percussion Masterclass for MTHS Percussion students in January 2024 for a total fee of \$450.00.

B. *BILL LIST

It is recommended that the bills totaling \$326,293.76 be ratified by the Board. The bills have been reviewed and certified by the Chairperson of the Finance Committee and Business Administrator. It is further recommended that the previously submitted Addendum to the Bill List totaling \$6,738,325.83 be ratified by the Board.

C. *TRANSFER #3

It is recommended that members of the Monroe Township Board of Education approve Transfer #3 for Fiscal Year 2023/24 as previously submitted.

D. *SECRETARY'S FINANCIAL & CASH REPORT

In accordance with N.J.A.C. 6A:23-2-11(c) 4, Be It Resolved that the Board of Education hereby certifies that it is in receipt of the Financial Reports for September 2023, which indicates that no major accounts or funds have been over expended and that sufficient funds are available to meet the district's financial obligations for the fiscal year in accordance with N.J.A.C. 6A:23-2.11(b). In accordance with N.J.A.C. 6A:23-2.11(c) 3, Be It Further Resolved that the Business Administrator certifies that the September 2023 Secretary's Report indicates that no line item account has encumbrances and expenditures which in total exceed the line item appropriation in accordance with N.J.A.C. 6A:23-2.11(a).

E. *ANNUAL MAINTENANCE BUDGET (M-1)

It is recommended that the members of the Monroe Township Board of Education adopt the following resolution:

Whereas, the Department of Education requires New Jersey School Districts to submit three-year maintenance plans documenting "required" maintenance activities for each of its public school facilities **Comprehensive Maintenance Plan (CMP)**, and the **Annual Maintenance Budget (M-1)**; and

Whereas, the required maintenance activities as listed in the attached documents for the various school facilities of the Monroe Township School District are consistent with these requirements; and

Whereas, all past and planned activities are reasonable to keep school facilities open and safe for use or in their original condition and to keep their system warranties valid; and

Now, Therefore Be It Resolved, that the Monroe Township School District hereby authorizes the School Business Administrator to submit the attached Comprehensive Maintenance Plan (CMP) and the Annual Maintenance Budget (M-1) for the Monroe Township School District in compliance with Department of Education requirements.

F. *DISPOSAL OF SURPLUS PROPERTY

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby approves the sale of property no longer usable for school purposes as follows:

- a. The sale of the surplus property shall be conducted through **GovDeals.com**. The terms and conditions of the agreement entered into with GovDeals are available online at govdeals.com and are also available in the office of the Monroe Township Board of Education Business Administrator.
- b. The sale will be conducted online, and the address of the auction site is govdeals.com.
- c. The sale is being conducted pursuant to Local Finance Notice 2008-09.
- d. The surplus property to be sold includes the items listed below, which have an approximate value of \$29,590:

Apple Desktops
Apple TV
Chromebase, Chromebook, Chromebook Bags
Copiers
Extreme Networks Access Point

G. *CONTRACT RENEWAL - GROUNDS CARE MAINTENANCE

It is recommended that the members of the Monroe Township Board of Education approve the extension for grounds care services between the Monroe Township Board of Education and **Boss Landscaping** for the landscaping season from April 1, 2024 through March 31, 2025 for a fee of \$142,800.00. This includes the contracted 2% annual fee increase in fee. The above action authorizes the Business Administrator to sign and administer contracts and/or purchase orders.

H. *DONATION

It is recommended that members of the Monroe Township Board of Education acknowledge and accept a donation of cheer mats for the MTHS Cheer Program with an approximate value of \$7,380 from the MTHS Cheer Parent Booster Club.

I. *DONATION

It is recommended that the members of the Monroe Township Board of Education acknowledge and accept a donation of bullpen fencing with an approximate value of \$2,000 from the MTHS Booster Club (Baseball parents).

File Attachments

[Bill list 11-15-23 Board Meeting.pdf \(320 KB\)](#)

[Financials.pdf \(1,795 KB\)](#)

[Comprehensive Maintenance Plan.pdf \(182 KB\)](#)

[Addendum 11-15-23.pdf \(498 KB\)](#)

[M-1 Annual Maintenance Budget.pdf \(375 KB\)](#)

14. BOARD PRESIDENT'S REPORT**15. OTHER BOARD OF EDUCATION BUSINESS****16. PUBLIC FORUM**

Subject	A. PUBLIC FORUM (See Note 3)
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	16. PUBLIC FORUM
Access	Public
Type	Information

See Note 3.

17. CLOSED SESSION RESOLUTION IF NEEDED**18. PUBLIC FORUM - CLOSED SESSION ITEMS ONLY**

Subject	A. PUBLIC FORUM (See Note 3)
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	18. PUBLIC FORUM - CLOSED SESSION ITEMS ONLY
Access	Public
Type	Information

See Note 3.

19. NEXT SCHEDULED BOARD OF EDUCATION MEETING DECEMBER 6, 2023

Subject	A. NEXT SCHEDULED BOARD OF EDUCATION MEETING
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	19. NEXT SCHEDULED BOARD OF EDUCATION MEETING DECEMBER 6, 2023
Access	Public
Type	

The next Board of Education Meeting is scheduled for December 6, 2023 6:30 p.m.

20. ADJOURNMENT

Subject	A. NOTES
Meeting	Nov 15, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	20. ADJOURNMENT
Access	Public
Type	Action

NOTES

Note 1: Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

Note 2: The Jamesburg Representative shall be eligible to vote on only those matters specifically designated in N.J.S.A 18A:38-8.1, as follows:

1. Tuition to be charged the sending district by the receiving district and the bill lists or contracts for the purchase, operation or maintenance of facilities, equipment and instructional materials to be used in the education of the pupils of the sending district.
2. New capital construction to be utilized by sending district pupils.
3. Appointment, transfer or removal of teaching staff members providing services to pupils of the sending district, including any teaching staff member who is a member of the receiving district's central administrative staff.
4. Addition or deletion of curricular and extracurricular programs involving pupils of the sending district.
5. Any matter directly involving sending district students or programs and services used by them.
6. The annual receiving district budget.
7. Any collectively-negotiated agreement involving employees who provide services used by sending district students.
8. Any individual employee contracts not covered by a collectively-negotiated agreement, if those employees provide or oversee programs or services utilized by sending district students.
9. Any matter concerning governance of the receiving district board of education, including, but not limited to, the selection of board president and vice-president, approval of board bylaws, and the employment of professionals or consultants such as attorneys, architects, engineers, or others who provide services to the receiving district board of education.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's and Business Administrator/Board Secretary's Board Action section of the Agenda.

Note 3: Public discussion is confined to this portion of the Agenda unless permission is granted by the Board President prior to the start of the meeting or when the Board is considering a Special Agenda Item that the Board deems appropriate for public participation. Anyone wishing to address the Board is requested to stand and state his/her name and address.

Exhibit C

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

The meeting was called to order by Board President Chrissy Skurbe at 6:30 p.m.

ATTENDANCE

Ms. Carmen Alvarez (participated remotely)
Ms. Kathleen Belko
Ms. Gazala Bohra (participated remotely)
Ms. Gail DiPane
Ms. Katie Fabiano
Mr. Matthew Gorham
Ms. Kate Rattner
Ms. Chrissy Skurbe
Mr. Peter Tufano

JAMESBURG BOARD MEMBER REPRESENTATIVE PRESENT

Ms. Michelle Scott

STAFF PRESENT

Dr. Chari Chanley, Superintendent of Schools
Dr. Adam Layman, Assistant Superintendent of Schools
Ms. Laura Allen, CPA, Business Administrator/Board Secretary

ATTORNEY PRESENT

Mr. Vito Gagliardi, Porzio, Bromberg & Newman, P.C.

MEMBERS OF THE PUBLIC – approximately 128

After the Pledge of Allegiance, and the roll call, the Board Secretary read the following statement:

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted September 15, 2023, and December 1, 2023:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

CLOSED SESSION RESOLUTION

Be It Resolved that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Harassment, Intimidation or Bullying
- Matters protected by attorney/client privilege.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

A motion was made by Mr. Tufano and seconded by Ms. Fabiano that the members of the Board of Education go into closed session. Motion carried.

Adjourned to Closed Session at 6:37 p.m.

Returned to Public Meeting at 7:05 p.m.

APPROVAL OF MINUTES

A motion was made by Mr. Tufano and seconded by Ms. Belko to approve the minutes for the Public Board of Education Meeting held on October 18, 2023. Motion carried.

A motion was made by Mr. Tufano and seconded by Ms. DiPane to approve the minutes for the Closed Session Meeting held on October 18, 2023. Motion carried with Ms. Fabiano abstaining and Ms. Rattner abstaining on the section pertaining to a confidential personnel matter.

A motion was made by Mr. Tufano and seconded by Ms. DiPane to approve the minutes for the Public Board of Education Meeting held on November 15, 2023. Motion carried.

A motion was made by Mr. Tufano and seconded by Ms. DiPane to approve the minutes for the Closed Session Meeting held on November 15, 2023. Motion carried with Ms. Fabiano and Ms. Rattner abstaining on the section pertaining to a confidential personnel matter.

PRESENTATION

STUDENT AND STAFF RECOGNITIONS

Dr. Chanley, Dr. Layman, and Ms. Skurbe congratulated the following students and staff for being recognized on the following achievements and acknowledgements. Students that were in attendance were presented with a certificate of acknowledgement.

MTHS Fall Competition Marching Band

NJMBDA Group AAA State Championships 3rd Place

USBands Group VA National Championships 2nd Place

Sophia Awwal	Priscilla Buissereth	Giada DeVito	Amar Dhillon
Siraj Gandhi	Sahil Gandhi	Sachit Hedge	Siri Koppisett
Ben Krasnove	Anika Paluri	Laetitia Ramirez	Chloe Ramirez
Noemie Ramirez	Ezra Saintyl	Vansh Sanan	Leanne Wong

MTMS GIRLS CROSS COUNTRY

3rd Place GMC Cross Country Championship

Anbini Adhimool	Amelia Davis	Eesha Mohan	Reya Naidu
Lola Regenye	Oliva Tremarco	Sahasra Vuyyuru	

MTMS GIRLS VOLLEYBALL

1st Place / Middle School Tournament / Undefeated Season

Arusha Alvekar	Julie Caliandro	Nina Corbisiero	Danielle Cugini
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Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

Gabby Grant	Lila Malcaluso	Kristina Nieves	Sofia Nuccio
Lexie Orendorff	Brie Orendorff	Alyssa Puglia	Maddie Richter
Yashika Ringasia	Hanshika Sridhar	Sanvi Narmeta	Celine Zahran

MTHS FIELD HOCKEY

All-Conference & Division 1st Team

Isabella Heiser Amara Thomas

MTHS GIRLS CROSS COUNTRY

All-Red Division 1st Team

Ananya Raja

MTHS FOOTBALL

National Gold Division 1st Team

Sal Marchione Logan Fotiadis Zack Wallace

National Gold Division 2nd Team

Dylan DeGraw Brandon Macaluso

MTHS VARSITY BOYS SOCCER

Back-to-Back Conference Champions

Red Division Champions

GMC All-Conference 1st Team

Jake Battaglia Justin Graham Nick Sousa

GMC All-Red Division

Anthony Alborea

MTHS BOYS VARSITY CROSS COUNTRY

NJSIAA Central Jersey, Group Four Sectional Champions*

Back-to-Back Conference Champions

Red Division Champions

All-Conference 1st Team

2nd Team All-State

Matthew Lucas

2nd Team All-State | Honorable Mention

Maan Patel

GMC All-Red Division

Stephen Barbera Ryan Daunais Jimmy Giordano

Conference Coach of the Year - Red Division Coach of the Year

Mr. Nicholas Puleio

MTHS GIRLS VOLLEYBALL

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

NJSIAA Sectional Champions
GMC All-Conference & Red Division / 1st Team

GMC All-Red Division 1st Team

Alyssa Grau Allison Nieves Ava Kwitkoski

Conference Red Division Coach of the Year

Ms. Victoria Stec

MTHS GIRLS SOCCER

NJSIAA Sectional Champions
Conference Champions
Red Division Champions

GMC All-Conference & Red Division 1st Team

Sofia Gartner Dani Lovaglio Jennifer Ward

GMC All-Red Division

Ava Soares

Greater Middlesex Conference Student Athlete Advisory Committee

Justin Graham Avery Labaska

STUDENT BOARD MEMBERS' REPORT

Ms. Hetvi Thacker reported the following on district schools:

Barclay Brook – in November, families visited the school for American Education Week. In celebration of Veteran's Day, students wrote letters of appreciation to local veterans. All students participated in a STEAM Challenge where they created a Thanksgiving themed balloon float.

Brookside – had an excellent parent turn out for American Education Week. The 4th Grade Colonial Day took place on November 30th, where students rotated to different classrooms to learn about different topics from the colonial period.

Oak Tree – the Thanksgiving Food Drive was a tremendous success, the drive provided meals for over 20 families. The annual Gift Drive is currently underway. American Education week was celebrated by all grades doing different activities with their guests. Staff and students will be participating in the Ten Days of Oak Tree next week.

Mill Lake – students and parents participated in American Education Week in early November. On November 16th, the school recognized and celebrated local veterans. The month ended with a visit from a wild turkey and a chef. Students were given the opportunity to shop in the Holiday Shop the first week in December and have been participating in a Toys for Tots fundraiser. Lastly, students participated in the Unified Winter Festival.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

Woodland – the PALS Program sponsored a Pajama Day in which students raised \$700.00 for the Children’s Hospital of Philadelphia. The Student Council and the Character Crew decorated the halls for the holiday season, are currently sponsoring a Toys for Tots Drive, and hosting Spirit Days on Fridays for the month of December. The PTO will be hosting a Holiday Shop for students to shop for their families. The Ready to Rise program kicked off on November 28th.

Middle School – students are currently participating in a winter coat drive, donated coats will be giving to Sander’s Coat Rack in Trenton, NJ, and a Holiday Toy Drive in collaboration with Monroe Township Police Department to benefit Robert Wood Johnson Children’s Hospital. Back by popular demand, a door decorating contest will be held this month. Students will be competing in a school-wide STEM Building project creating gingerbread houses. Lastly, the Chorus Concert will be held on Monday, December 11th, the 6th Grade Band Concert will be held on December 18th, and the 7th/8th Grade Concert will be held December 19th.

High School – the MTHS Red Cross Club will host a Winter Wonderland tomorrow. This past Saturday, SAT testing was held at the High School. Parent Teacher Conferences were held November 27th and 30th. The Amnesty International Club hosted their annual Write for Rights event yesterday, where students engaged in a global letter writing campaign. The South Asian Student Association Club recently held dance auditions for South Asian dance styles. Lastly, the National Honor Society hosted a Holiday Toy Drive, and the Key Club organized a gift-wrapping event.

PRESENTATION

PUBLIC HEARING - RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

Board President Skurbe provided the timeline, details, and process that led to the renegotiated contract for the Superintendent of Schools. Ms. Skurbe asked Dr. Chanley to present her extended vision for the District.

Dr. Chanley provided a presentation which shared her vision and/or the direction in which she would like to see the District move.

The presentation, titled Responsive, 21st Century Leadership, can be viewed at the following link:

<https://www.monroe.k12.nj.us/site/handlers/filedownload.ashx?moduleinstanceid=18750&dataid=27826&FileName=Responsive%2021st%20Century%20Leadership.pdf>

PUBLIC FORUM - (SUPERINTENDENT CONTRACT)

Brian Fabiano, Monroe Township – spoke in opposition of the Board modifying the superintendent’s contract now when there are still 18 months left to the current contract.

Barry Karben, Monroe Township – stated that he appreciated Dr. Chanley’s presentation and vision for the district but is opposed to the Board approving the renegotiated contract at this time due to the tax burden on the residents.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

Moiet Muqtadir, Monroe Township - comments were not related to the superintendent's contract therefore Ms. Skurbe asked the speaker to wait for the next public forum to address the Board.

Ellen Panzer Schwartz, Monroe Township – spoke in opposition to approving the superintendent's contract and asked the Board to vote for the children and what their job is supposed to be.

Patricia Schwalje, Monroe Township – asked the Board to consider the status of the district's Key Budgetary Considerations listed in the budget presentations from the last two years and things that have been quantified by Dr. Chanley's leadership before approving the contract presented.

Jennifer DePreta, Monroe Township – spoke in opposition to Dr. Chanley's extension of contract and raise.

Parkash Parab, Monroe Township – stated several reasons why he supports the renegotiated contract for Dr. Chanley.

Maddie Riback, Monroe Township – opposed the approval of the contract and stated that she disagrees with Dr. Chanley's philosophy that teachers belong in the classroom and not filling the roles of administrators.

Vanessa Forst, Monroe Township – spoke in opposition of Dr. Chanley's renegotiated contract. Ms. Forst also implied that Dr. Chanley used her position as superintendent for personal gain.

Steve Riback, Monroe Township – giving the financial status of the district Mr. Riback suggested that Dr. Chanley lead by example and forego a raise.

Pradeep Melam, Monroe Township - spoke about the process that a prior Board held when approving a renegotiated contract for Dr. Alvich and stated that the process with Dr. Chanley's contract has been very transparent and justified.

Sarah Aziz, Monroe Township – stated that it is unconscionable that the Board plans to approve the renegotiated superintendent's contract with the Budget being so tight.

Doug Poye, Monroe Township – questioned the need for a public hearing on the contract when the contract was already negotiated and received the approval of the County Superintendent. Mr. Poye stated that he fails to understand why there is a need to extend her contract at this time.

Peter Piro, Monroe Township – inquired why a stipend for Dr. Chanley achieving her doctorate wasn't included in the original contract.

A motion was made by Mr. Tufano and seconded by Ms. Belko that the members of the Monroe Township Board of Education approve the renegotiated employment contract for the Superintendent of Schools as presented.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

Ms. DiPane stated that although she appreciates and supports the work of Dr. Chanley, she believes that at this time the Board's focus should be on ensuring the successes of all the students and providing all staff with professional learning as needed. Ms. DiPane stated that she supports addressing the contract in the Spring after the 2024 Spring test results have been reviewed.

Ms. Bohra stated that after listening to the public comments regarding the raise in the proposed contract, she wanted to clarify that legally the Board was bound to renegotiate Dr. Chanley's contract and compensate her for achieving her doctorate and 20-year longevity. Ms. Bohra added that if the Board only addressed those two items, they would have to begin renegotiation discussions again in June, which would be twice within six months. Ms. Bohra reiterated that public comments do not only come to the Board during public forum, members of the community also provide input, good and bad through district email.

Ms. Alvarez stated that the Superintendent is not a Central Office Administrator and does not fall within the Administrators' Association, so the doctoral increase does not apply to Dr. Chanley therefore it shouldn't be used as a reason to open her contract.

Roll Call on approving Dr. Chanley's' renegotiated contract 6-2-2-0-0. Motion carried with Ms. Alvarez and Ms. DiPane voting no and Ms. Fabiano and Ms. Rattner abstaining.

COMMITTEE REPORTS

Ms. Kathleen Belko, Chairperson of the Finance Committee, reported that the Committee met on November 29th via Webex. The Committee reviewed the attorney invoices for the month of October which totaled \$10,149.93 and the Bill List that was presented totaling \$6,944,941.56. Ms. Belko noted that an Addendum totaling \$7,086,102.43 was submitted after the committee meeting for approval this evening. Lastly, Ms. Belko reported that Ms. Allen provided an update on the Audit. Ms. Allen also informed the Committee that the Budget process is moving along as Budget Defense Rounds have already been held.

Ms. Alvarez reported that the Policy Committee did not meet this month but based on past public comments she did some research on Bylaw 0143. Ms. Alvarez stated that some of the surrounding towns have send/receive relationships and have Bylaw 0143 but don't have a line stating whether the sending representative can or cannot vote. Ms. Alvarez reported that the Bylaw is on the agenda for approval of the second reading tonight and she wanted to inform the public that the Committee is removing that line.

Videotaped committee meetings can be found on the district website or at the following link: [Monroe PEG TV \(viebit.com\)](http://MonroePEGTV(viebit.com))

PUBLIC FORUM

Doug Poye, Monroe Township – stated that it is his understanding that the Board Attorney advised the Board President in a letter to suspend Bylaw 0143 prior to any vote on a replacement but did not mention it during his explanation of the process at the October meeting nor was the advice taken. Mr. Poye inquired why an attorney needs to be present at every meeting if they aren't going to listen to the advice and inquired if the money that is being spent could be spent on other items.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

Peter Piro, Monroe Township – questioned the request for professional development that the Director of Athletics is seeking for approval for a conference regarding athletic training when it is suited for athletic trainers only.

ASSISTANT SUPERINTENDENT REPORT

Dr. Layman reported that the District is entering the winter concert season. The following concerts will be held:

December 11th - Middle School Winter Concert
December 12th – Brookside Elementary Winter Concert
December 13th – High School Winter Concert
December 14th – Applegarth Winter Concert

Next, Dr. Layman thanked the staff and students that participated in the Unified Winter Festival held last night at the High School.

SUPERINTENDENT'S REPORT

PERSONNEL (10-member vote)

A motion was made by Ms. Rattner and seconded by Ms. Belko that Personnel Items A-L be approved by consent roll call. Roll call 10-0-0-0-0. Motion carried. A copy of the Personnel section of the Superintendent's Report is attached to the official set of minutes.

PERSONNEL (9-member vote)

A motion was made by Mr. Tufano and seconded by Ms. Rattner that Personnel Items M-AI be approved by consent roll call. Roll call 9-0-0-0-0. Motion carried with Ms. Rattner abstaining on Item AE. A copy of the Personnel section of the Superintendent's Report is attached to the official set of minutes.

BOARD ACTION (10-member vote)

A motion was made by Ms. Fabiano and seconded by Ms. Rattner that Board Action Items A-K be approved by consent roll call. Roll call 10-0-0-0-0. Motion carried. A copy of the Board Action section of the Superintendent's Report is attached to the official set of minutes.

BOARD ACTION (9-member vote)

A motion was made by Mr. Tufano and seconded by Ms. Belko that Board Action Items L-R be approved by consent roll call. Roll call 9-0-0-0-0. Motion carried. A copy of the Board Action section of the Superintendent's Report is attached to the official set of minutes.

BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS (10-member vote)

A motion was made by Ms. Tufano and seconded by Ms. Belko that Board Action Items A-D under the 10-member vote be approved by consent roll call. Roll call 10-0-0-0-0. Motion carried with Ms. DiPane abstaining on the portion that pertains to her reimbursement for a conference and Ms. Rattner recusing on the Bill List where it pertains to D. Rattner and the Addendum where it pertains to D. Rattner, C. Chanley, and Y. Synder. A copy of the Board Action section of the Business Administrator's Report is attached to the official set of minutes.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS (9-member vote)

A motion was made by Ms. Belko and seconded by Ms. Fabiano that Board Action Items E-G under the 9-member vote be approved by consent roll call. Roll call 9-0-0-0-0. Motion carried. A copy of the Board Action section of the Business Administrator's Report is attached to the official set of minutes.

BOARD PRESIDENT REPORT

Ms. Skurbe reported that they are currently working through the Shared Service Agreement with the Township. They will be meeting again this month and hopefully have an Agreement to be voted on at the January meeting. Ms. Skurbe extended a happy holiday season to all. Lastly, Ms. Skurbe reported that along with Dr. Chanley she attended the SEWI Diwali event last week. It was heartwarming to see so many young students partake in collecting over 26,000 pounds of food to be donated to three local pantries.

OTHER BOARD OF EDUCATION BUSINESS

Ms. DiPane reported that it was an honor to attend an event where the Rossmoor Music Association presented Monroe Township High School Vocal students.

Ms. Rattner stated that she is looking forward to the upcoming concert season, wished everyone a happy upcoming holiday season and thanked the residents for the donations listed on the agenda this evening. Ms. Rattner inquired if it was true that middle school students could only pick one 10-week club instead of a 20-week club, and if buses were cut for any activity that was service oriented or competition based.

Regarding the Rossmoor Music Association event that Ms. DiPane spoke of earlier, Ms. Bohra stated that she is so pleased that the District was able to restart the connection with the senior communities and bring these performances to them.

Ms. Alvarez stated that she attended the Semi-annual Delegate Assembly on Ms. Rattner's behalf. Ms. Alvarez reported that five resolutions were presented, four of which passed. Ms. Alvarez stated that she thought two resolutions may be of interest to the Board for discussion. The first, Pass the Trash and the second was on book bans.

PUBLIC FORUM

Moiet Muqtadir, Monroe Township – spoke in regard to a transportation concern that he has and requested a meeting with Dr. Chanley.

Pradeep Melam, Monroe Township – reported that last week's finance committee meeting video has not been posted on the Peg Channel yet and inquired when the Budget Philosophy Meeting will be held. Mr. Melam also inquired why there were resignations from the Monroe Township South Asian Club.

Pete Piro, Monroe Township – inquired about the consequences if a board member does not complete the NJSBA Governance III or IV Training. Next, Mr. Piro stated that Mr. Tufano made comments about him and his family on Facebook and he finds it very inappropriate for a board member to make these comments.

Minutes of the Public Meeting of the Monroe Township Board of Education which was held at the Monroe Township High School on December 6, 2023.

Doug Poye, Monroe Township – reported that the 22/23 User Friendly Budget and board meeting agendas from July 2021 through June 2022 are not on the website. Next, Mr. Poye reported that no one has gotten back to him about his inquiry of the discrepancies in costs reported in meetings for replacing the roofs at Applegarth School.

Brian Fabiano, Monroe Township – stated that when Ms. Skurbe ran for election, she ran on holding people accountable for unethical behaviors. Mr. Fabiano stated that since then, in three separate cases there was probable cause to substantiate that she violated multiple ethics statutes and Dr. Chanley has had two violations. Mr. Fabiano inquired if there is a plan to hold Dr. Chanley accountable in the same regard as you did the prior business administrator.

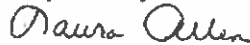
NEXT PUBLIC MEETING

Ms. Skurbe stated that the next public meeting of the Monroe Township Board of Education will convene at 6:30 p.m. on Wednesday, January 17, 2024.

ADJOURNMENT

A motion was made by Ms. Rattner and seconded by Ms. Fabiano that the meeting be adjourned. Motion carried. The public meeting adjourned at 10.43 p.m.

Respectfully submitted,



Laura Allen, CPA

Business Administrator/Board Secretary

The video recording of this meeting of the Monroe Township Board of Education can be found on the district website or at the following link:

<https://monroetv.viebit.com/index.php?folder=Board+of+Education>



Wednesday, December 6, 2023
MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING
ALL INDIVIDUALS SITTING AT THE BOARD TABLE SHOULD HAVE THEIR PHONES PUT AWAY

MONROE TOWNSHIP HIGH SCHOOL
200 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NJ 08831
6:30 P.M.

Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Subject	A. BOARD MEMBERS
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	3. ROLL CALL
Type	Information

Ms. Carmen Alvarez
 Ms. Kathleen Belko
 Ms. Gazala Bohra
 Ms. Gail DiPane
 Ms. Katie Fabiano
 Mr. Matthew Gorham
 Ms. Kate Rattner
 Ms. Chrissy Skurbe
 Mr. Peter Tufano

JAMESBURG BOARD MEMBER REPRESENTATIVE (See Note 2)

Ms. Michelle Scott

STUDENT BOARD MEMBERS

Ms. Sehaj Chadha
Ms. Hetvi Thakker

4. STATEMENT

Subject	A. STATEMENT
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	4. STATEMENT
Type	Information

In accordance with the provisions of the New Jersey Open Public Meetings Law, the Monroe Township Board of Education has caused notice of this meeting to be published and electronic notice provided by having the date, time, and place thereof posted September 15, 2023 and December 1, 2023:

1. At all schools,
2. On the District website at <https://www.monroe.k12.nj.us/>,
3. Home News Tribune,
4. Cranbury Press, and
5. Filed with the Clerk of the Municipality.

5. CLOSED SESSION RESOLUTION

Subject	A. CLOSED SESSION RESOLUTION
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	5. CLOSED SESSION RESOLUTION
Type	

Be It Resolved, that the Board of Education of the Township of Monroe hereby moves to go into Closed Session, in accordance with the Sunshine Law, Chapter 231 of the Public Laws of 1975 (N.J.S.A. 10:4-6 through 10:4-21), to discuss the following subject(s):

- Harassment, Intimidation or Bullying
- Matters protected by attorney/client privilege

Following closed session, action may be taken. The discussion conducted in closed session can be disclosed to the public at such time as the need for confidentiality no longer exists.

6. APPROVAL OF MINUTES

Subject	A. APPROVAL OF MINUTES
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	6. APPROVAL OF MINUTES
Type	Information

Public Board of Education Meeting, October 18, 2023
Closed Session Meeting, October 18, 2023
Public Board of Education Meeting, November 15, 2023
Closed Session Meeting, November 15, 2023

7. PRESENTATIONS

Subject A. STUDENT AND STAFF RECOGNITIONS

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 7. PRESENTATIONS

Type

STUDENT AND STAFF RECOGNITIONS

8. STUDENT BOARD MEMBERS' REPORT

9. PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

Subject A. PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 9. PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

Type

PUBLIC HEARING -RENEGOTIATED EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

WHEREAS, the Monroe Township Board of Education ("Board") desires to maintain Dr. Chari Chanley in the position of Superintendent; and

WHEREAS, the Board and Dr. Chanley engaged in good faith negotiations for a new employment contract for Dr. Chanley, which would be effective January 1, 2024 through June 30, 2028; and

WHEREAS, pursuant to N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:23A-3.1(a), the Board forwarded the proposed new Employment Contract for Dr. Chanley to the Interim Executive County Superintendent for Middlesex County for approval, and received written approval and notice from the Interim Executive County Superintendent that the proposed new Employment Contract for Dr. Chanley was approved by him as same is in compliance with the Fiscal Accountability, Efficiency and Budgeting Regulations; and

WHEREAS, the Board provided the requisite advanced notice pursuant to P.L. 2007, Chapter 53, N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c)(1) that it would conduct a public hearing and take action to amend and/or alter the existing employment contract, or approve a new contract, regarding its Superintendent at its December 6, 2023 public meeting; and

WHEREAS, prior to consideration of the new employment contract for Dr. Chanley, the Board conducted a public hearing at its December 6, 2023 public meeting; and

WHEREAS, the approved new Employment Contract for Dr. Chanley replaces and supersedes all prior Employment Contracts, both expressed and implied, between the parties hereto, and by approving and signing the new Employment Contract both the Board and Dr. Chanley assent to a rescission of any and all prior contracts.

NOW, THEREFORE BE IT RESOLVED, that the Monroe Township Board of Education hereby:

- (1) Approves the new Employment Contract for Dr. Chanley as Superintendent of Schools for the period from January 1, 2024 through June 30, 2028 at an annual salary of: (a) \$219,500 for the 2023-2024 school year; (b) \$225,965 for the 2024-2025 school year; (c) \$232,624 for the 2025-2026 school year; (d) \$239,483 for the 2026-2027 school year; and (e) \$246,547 for the 2027-2028 school year, consistent with the terms and conditions set forth therein, and as approved by the Interim Executive County Superintendent for Middlesex County pursuant to N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:23A-3.1(a).

(2) Authorizes the Board President, and the Business Administrator/Board Secretary as the attesting witness, to execute the aforementioned Employment Contract on behalf of the Board.

10. COMMITTEE REPORTS

11. PUBLIC FORUM -AGENDA ITEMS ONLY

Subject A. PUBLIC FORUM (See Note 3)

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 11. PUBLIC FORUM -AGENDA ITEMS ONLY

Type

See Note 3.

12. ASSISTANT SUPERINTENDENT'S REPORT

Subject A. ASSISTANT SUPERINTENDENT'S REPORT

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 12. ASSISTANT SUPERINTENDENT'S REPORT

Type

13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Subject A. HOME INSTRUCTION

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

ID #	School	Grade	Reason	Home Instruction Provider	Effective Date	End Date
91198	MTMS	8	CST	Forrest	9/6/2023	
90582	MTMS	7	CST	Brunotte, Chanley	9/8/2023	
95017	MTHS	10	CST	Quindes, Ongaro, Chakraborti, Simmonds, Nagle, Mackenzie, Russo, Speech Tree	9/6/2023	
92933	BES	5	Medical	CHOP	9/7/2023	
94479	MTHS	12	CST	Lyons, Simmonds, Liburdi, Mackenzie	9/20/2023	
93362	MTHS	11	Medical	Ayala, Wall, Debellis, ESCNJ	9/6/2023	
93159	MTMS	8	Medical	LearnWell	10/11/2023	11/13/2023
97980	MTMS	7	Medical	Fiore, Hoehler, DuBois, Lewkowitz	10/16/2023	
96786	MTHS	10	Medical	LearnWell	10/30/2023	11/6/2023
87845	MTHS	11	Admin	Staub, Mackenzie, Lyons	10/26/2023	11/15/2023
91391	MTHS	9	Medical	Rutgers	11/1/2023	11/9/2023
95374	MTHS	11	Admin	McCormack, DeMarco, Cohen, Narvaez, DuBois	10/20/2023	11/2/1023
94965	MTHS	11	Admin	Lyons, Mackenzie	10/24/2023	10/30/2023
90417	MTHS	12	Medical	Vitalin, Ruckdeschel, DeBois, ESCNJ	10/27/2023	
86762	MTHS	12	Medical	DuBois, ESCNJ	10/24/2023	
91391	MTHS	9	Medical	LearnWell	11/14/2023	11/16/2023

87792	MTHS	11	Admin	Hoehler, DuBois, ESCNJ	11/13/2023	11/28/2023
89299	MTHS	9	Admin	DeMarco, ESCNJ	11/2/2023	11/15/2023
97024	MTHS	10	Medical	Silvergate Prep	10/30/2023	
97086	MTHS	10	Medical	LearnWell	11/15/2023	11/21/2023
88577	MTHS	10	CST	Lyons, Mackenzie, Quindes, ESCNJ	10/9/2023	
96082	MTHS	10	Medical	Rutgers	11/16/2023	11/17/2023
91391	MTHS	9	Medical	Rutgers	11/17/2023	11/22/2023
87647	MTHS	12	Medical	Silvergate Prep	11/17/2023	
89257	MTHS	9	CST	Mackenzie, Stec, Pesce, Wall, Lyons	10/25/2023	
95012	MTHS	11	Medical	Rutgers	11/21/2023	11/29/2023
91550	MTHS	9	Medical	Profaci, DuBois, DeMarco	11/21/2023	
90346	MTHS	11	Medical	Staub, Mackenzie, O'Neill	11/27/2023	
94937	MTHS	12	Admin	ESCNJ	11/14/2023	11/20/2023
87912	MTHS	11	Medical	LearnWell	11/27/2023	
97086	MTHS	10	Medical	LearnWell	11/27/2023	

Subject B. FIRE/LOCKDOWN DRILLS

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

FIRE/LOCKDOWN DRILL

Applegarth School ----- November 21, 2023
 Barclay Brook School ----- November 3, 2023
 Brookside School ----- November 17, 2023
 Mill Lake School ----- November 27, 2023
 Monroe Middle School----- November 3, 2023
 Oak Tree School ----- November 3, 2023
 Woodland School ----- November 29, 2023
 Monroe High School ----- November 16, 2023

Lockdown

Applegarth School----- November 27, 2023
 Barclay Brook School----- November 20, 2023
 Brookside School ----- November 3, 2023
 Mill Lake School ----- November 17, 2023
 Monroe Middle School----- November 17, 2023
 Oak Tree School ----- November 1, 2023
 Woodland School ----- November 17, 2023
 Monroe High School ----- November 28, 2023

Subject C. ENROLLMENT

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Information

Schools	11/30/23	11/30/22	11/30/2021	11/30/20	11/30/19
Applegarth	438	464	458	454	438
Barclay Brook	386	353	336	296	326
Brookside	412	388	397	402	414
Mill Lake	499	486	469	456	539
MTMS	1708	1763	1723	1783	1777
Oak Tree	590	638	719	772	730
Woodland	252	272	304	314	307
High School send/receive	2626 272	2569 264	2511 255	2471	2399
Total	6911	6933	6917	6948	6930

OUT OF DISTRICT

<u>School</u>	Monroe			Jamesburg		
	<u>October</u>	<u>November</u>	<u>Difference</u>	<u>October</u>	<u>November</u>	<u>Difference</u>
Academy Learning Center	6	6		3	3	
Alpha School	1	2	+1			
Bridge Academy	1	1		1	1	
Celebrate the Children	1	1				
Center for Lifelong Learning	4	4				
Center School	3	3				
Children's Center	0	0		1	1	
Collier School	1	1				
Cornerstone	0	0				
CPC High Point	3	3				
Douglass Develop. Center	3	3				
East Mountain	0	0		1	1	
Eden	2	2				
Garden Academy	1	1				
Honor Ridge Academy	1	1				
Hawkswood School	1	1				
Lakeview School	0	0		1	1	
Mercer Elementary	1	2	+1			
Midland School	1	1				
New Roads -Somerset	1	1				
New Roads- Parlin	1	1				
Newmark Elementary	1	1				
Newmark High School	1	1				
NuView Academy	2	2				
Rock Brook School	1	1				
Rugby	0	0		1	1	
Rutgers Day School	0	0		1	0	-1
Schroth School	3	3				
Shore Center	2	2				
Total	42	44	+2	9	8	-1

STAFF COUNT

Department	Number of Staff
Superintendent Office	

Superintendent	1
Director	1
Secretary	2
Human Resources	4
Assistant Superintendent Office	
Assistant Superintendent	1
Secretary	2
Staff Developers (Teachers)	3
Business Office	
Business Administrator	1
Assistant Business Administrator	1
Secretary	1
Accounting/Purchasing	4
Payroll	3
Benefits	1
School Admin/Admin Support	
Principal	8
Assistant Principal	10
Secretary	29
Office Paraprofessional	1
Supervisors K-12	
K-12 Supervisor	6
Secretary	1
Instructional	
Teacher	559.5
Classroom Paraprofessionals/Media Ctr	
Paraprofessionals - Full-time	119
Paraprofessionals - Part-time	41
Media Coordinator	3
Educational Services Professionals	
LDTC	8
School Social Worker	8
School Psychologist	10
Physical Therapist	3
Occupational Therapist	8
Behavior Specialist/BCBA	4
Nurse	14
Media Specialist	7
School Counselor	22
Reading Specialist	5
SAC	1
Speech & Language Specialist	16
Pupil Personnel Services	
Director	1
Supervisor	2
Secretary	6
Information Systems	
Director	1
Tech Staff	11
Facilities	
Director	1
Supervisor/Building Manager	2
Secretary	1
Custodial/Maintenance	67
Transportation	

Director	1
Office Staff	4
Driver	63
Bus Mechanics	3
Paraprofessionals - Part-time	16
Security	
Director	1
F/T School Security Officer	19
P/T School Security Officer	4
Athletic Department	
Director	1
Athletic Trainer (1 full time, 1 part-time teacher/trainer)	1.5
Secretary	1
Food Service	
Director	1
Lunch Paraprofessionals - Part-time	40
Falcon Care/ECE	
Director	1
Clerk	1
Teacher/Teacher Aides	8
Site Coordinator, Group Leader, Asst Group Leader (Part-time)	16
Total District Staff as of 12/1/2023	1182

Subject D. PERSONNEL (10 MEMBER VOTE)

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (Items A through L)

- A. *It is recommended by the Superintendent of Schools that the Board accept the resignation of **Ms. Danielle Brown**, school counselor at MTHS, effective February 1, 2024.
- B. *It is recommended by the Superintendent of Schools that the Board rescind the appointment of Ms. Jyothi Dokka as Monroe Township South Asian Association at MTHS as a paid position, retroactive to September 1, 2023.
- C. *It is recommended by the Superintendent of Schools that the Board rescind the appointment of Ms. Varsha Sharma as Monroe Township South Asian Association at MTHS as a paid position, retroactive to September 1, 2023.
- D. *It is recommended by the Superintendent of Schools that the Board approve a revision in the medical leave of absence to **Ms. Adrienne Shanfield**, teacher of special education at MTHS, retroactive to November 2, 2023 through November 17, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Shanfield may be entitled to.

- E. *It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Carly Hurley**, teacher of health and physical education at MTHS, effective January 2, 2024 through March 1, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Hurley may be entitled to.
- F. *It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Mr. Erik Strommen**, driver in the Transportation Department, retroactive to December 6, 2023 through December 20, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Mr. Strommen may be entitled to.
- G. *It is recommended by the Superintendent of Schools that the Board approve the following coaches at the High School for the 2023-2024 school year (account no. 11-402-100-100-000-070):

Position	Name	Compensation
Unified Soccer Coach	Brian Keough	\$1755
Assistant Cheer Coach	Alyssa Purcell	Step 1 \$3368

- H. *It is recommended by the Superintendent of Schools that the Board approve the following new certificated staff at the following step on guide (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Maria Lamattina	MTHS	Teacher of Language Arts	Step 9A DR \$71,347+\$6,000 prorated	11-140-100-101-000-070	1/2/24-5/19/24	Leave position

- I. *It is recommended by the Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Susan Tate	MTHS	School Psychologist	Step 11 MA+30 94,247+\$4,500 prorated (less 10 days from summer)	11-000-219-104-000-070	12/18/23-6/30/24	Change in start date
2.	Tracy Sherr	MTHS	Teacher of Math	17% additional contract (34% for this period)	11-140-100-101-000-070	retroactive to 11/20/23-12/22/23	Leave position
3.	Gerald Minter	MTHS	Teacher of Math	17% additional contract (34% for this period)	11-140-100-101-000-070	retroactive to 11/17/23-12/21/23	Leave position
4.	Megan Drum	MTHS	Teacher of Math	17% additional contract	11-140-100-101-000-070	retroactive to 11/17/23-12/21/23	Leave position
5.	Katharine Fitzgerald-Mabe	MTHS	Teacher of Math	17% additional contract	11-140-100-101-000-070	retroactive to 11/17/23-12/21/23	Leave position
6.	Jena Rose	MTHS	Teacher of Math	17% additional contract	11-140-100-101-000-070	retroactive to 11/20/23-12/22/23	Leave position
7.	Kristin Youngblood	MTHS	Teacher of Special Education	17% additional contract	11-213-100-101-000-070	retroactive to 11/2/23-11/17/23	modification in end date
8.	Jennifer Baum	MTHS	Teacher of Special Education	17% additional contract	11-213-100-101-000-070	retroactive to 11/3/23-11/16/23	modification in end date

9.	Brian Keough	MTHS	Teacher of Special Education	17% additional contract	11-213-100-101-000-070	retroactive to 11/2/23-11/17/23	modification in end date
10.	Scott Wall	MTHS	Teacher of Special Education	17% additional contract	11-213-100-101-000-070	retroactive to 11/3/23-11/16/23	modification in end date
11.	Sharon Budelman	MTHS	Teacher of Special Education	17% additional contract	11-213-100-101-000-070	retroactive to 11/2/23-11/17/23	modification in end date
12.	Vanessa Kartsanis	MTHS	School Psychologist	20% additional contract	11-000-219-104-000-070	retroactive to 9/6/23-12/15/23	modification in end date
13.	Susan Abatemarco	MTHS	School Psychologist	20% additional contract	11-000-219-104-000-070	retroactive to 9/6/23-12/15/23	modification in end date
14.	Dana Green Witter	MTHS	School Psychologist	20% additional contract	11-000-219-104-000-070	retroactive to 9/6/23-12/15/23	modification in end date
15.	Sybil Williams-Gray	MTHS	School Psychologist	20% additional contract	11-000-219-104-000-070	retroactive to 9/6/23-12/15/23	modification in end date
16.	Brittany Adelino	MTHS	School Psychologist	20% additional contract	11-000-219-104-000-070	retroactive to 9/6/23-12/15/23	modification in end date
17.	Jeanne Hayman	MTHS	School Psychologist	20% additional contract	11-000-219-104-000-070	retroactive to 9/6/23-12/15/23	modification in end date
18.	Edgar Esteves	MTHS	Teacher of Science - Biology	17% additional contract	11-140-100-101-000-070	retroactive to 12/5/23-1/12/24	modification in end date
19.	Michelle Jodon	MTHS	Teacher of ELA	17% additional contract	11-140-100-101-000-070	1/2/24-5/17/24	Leave position
20.	Peter Ruckdeschel	MTHS	Yearbook Business Manager	\$2487	11-401-100-100-000-070	retroactive to 10/30/23-6/30/24	Resignation replacement
21.	Melissa Fletcher	MTHS	Certificated Staff for the MTMS/MTHS Unified Movie Night	Non-instructional rate \$46.00 for 2.5 hours	11-213-100-101-000-070	retroactive to 11/16/23	New position
22.	George Meyers	MTHS	Certificated Staff for the MTMS/MTHS Unified Movie Night	Non-instructional rate \$46.00 for 2.5 hours	11-213-100-101-000-070	retroactive to 11/16/23	New position
23.	Brian Keough	MTHS	Certificated Staff MTMS/MTHS Unified Movie Night	Non-instructional rate \$46.00 for 2.5 hours	11-213-100-101-000-070	retroactive to 11/16/23	New position
24.	Jonah Nack	MTHS	Fall Marching Band Instructor (Support) Assistant 11/15	\$500.00	11-401-100-100-000-070	Fall 2023	New position
25.	Jyothi Dokka	MTHS	Monroe Township South Asian Association	Volunteer		2023-2024 school year	Volunteer
26.	Varsha Sharma	MTHS	Monroe Township South Asian Association	Volunteer		2023-2024 school year	Volunteer
27.	Lindsay Bathmann	MTHS	Teacher of Health and Physical Education	Step 2 BA \$53,122 prorated	11-140-100-101-000-070	1/2/24-3/4/24	Leave extension

28.	Jessica Balz	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
29.	Paula DeBlasio	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
30.	Brian Keough	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
31.	Amanda Maira	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
32.	Keri Molarz	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
33.	Jennifer Mordes	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
34.	Ryan Ronan	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
35.	Jaclyn Rosenthal	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
36.	Michael Russo	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
37.	Cindy Steiger	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
38.	Lauren Stuto	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
39.	Jennifer Toth	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival
40.	Nicole Yockman	MTHS	Certificated Staff Chaperone for the Fall Festival	Instructional rate \$55.00 for 2.5 hours	11-401-100-100-000-070	retroactive to 10/24/23	Fall Festival

- J. It is recommended by the Superintendent of Schools that the Board approve the following new non-certificated staff on the following guides (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Danielle Mayo	MTHS	Para - Falcon's Nest Preschool	Step 1 Reg. ed. + toileting +ed. degree \$15.69+\$3.00+\$1.00 for 3 hours from 12/18/23-5/22/24 (when students are present) Step 1 Reg. ed. + ed. degree \$15.69+\$1.00 for 3 hours from 5/23/24-6/30/24	11-190-100-106-000-070	12/18/23-6/30/24	Resignation replacement

- K. *It is recommended by the Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account No.	Effective Date	Reason

1.	Rosanne Butta	MTHS	10 month Guidance Secretary	Step 8 \$53,312 +\$1,000 stipend prorated retroactive to 7/1/23-11/30/23 Step 8 \$53,312 prorated eff. 12/1/23-6/30/24 7 hours	11-000-218-105-000-070	retroactive to 7/1/23-6/30/24	Salary adjustment
2.	Jean Malkiewicz	PPS	Secretary	\$71,084+\$1,500 base adj. + 20 yrs longevity+\$100 PD prorated	11-000-219-105-000-093	retroactive to 9/1/23-6/30/24	Salary adjustment
3.	Judite Borges	MTHS	Spec. Ed Para for MTMS/MTHS Unified Movie Night	Hourly step on guide	11-213-100-106-000-070	retroactive to 11/16/23	New position
4.	Lisa Nelson	MTHS	Spec. Ed Para for MTMS/MTHS Unified Movie Night	Hourly step on guide	11-213-100-106-000-070	retroactive to 11/16/23	New position
5.	Jennifer Burkshot	MTHS	Spec. Ed Para for MTMS/MTHS Unified Movie Night	Hourly step on guide	11-213-100-106-000-070	retroactive to 11/16/23	New position
6.	Judite Borges	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
7.	Jennifer Burkshot	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
8.	Gail Cocorikis	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
9.	Bonnie DeBenedetto	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
10.	Dina DiMatteo-Avitto	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
11.	Maria Holmann	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
12.	Angela Malak	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
13.	Charlotte McCartin	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
14.	Nancy McNulty	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
15.	Nancy Muce	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
16.	Marlene Oskierko	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
17.	Rose Pieron	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival

18.	AnnMarie Popper	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
19.	Colin Ryan	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
20.	Lillian Tomasulo	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival
21.	Paulette Vollaro	MTHS	Para - Fall Festival	Hourly step on guide for 2.5 hours	11-190-100-106-000-070	retroactive to 10/24/23	Fall Festival

- L. *It is recommended by the Superintendent of Schools that the Board approve the following substitutes for the 2023-2024 school year (pending satisfactory completion of pre-employment requirements):

Certificated

Pallavi Gunjekar	Substitute Teacher
Jennifer Tyber-Goldberg	Substitute Teacher
Michael Nichols	Substitute Teacher
Graciella Esandrio	Substitute Teacher
Shanmuga Karthikeyan	Substitute Teacher
Neelam Singh	Substitute Teacher
Latha Juloori	Substitute Teacher
Theodore Powoski	Substitute Teacher
Dana Pecorino	Substitute Teacher
Andrew Lombard	Substitute Teacher
Mukta Saxena	Substitute Teacher
Michael Mattia	Substitute Teacher

Non- Certificated

William Burkshot	Substitute Paraprofessional
Michael Mattia	Substitute Paraprofessional
Heather Protinick	Substitute Paraprofessional
Cindy Foresta	Substitute Volunteer Coach
Dylan Batko	Substitute Volunteer Coach
William Burkshot	Substitute Volunteer Coach

Subject	E. PERSONNEL (9 MEMBER VOTE)
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	13. SUPERINTENDENT'S REPORT/RECOMMENDATION
Type	Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Personnel Action section of the Agenda.

BOARD ACTION (Items M through AI)

- M. It is recommended by the Superintendent of Schools that the Board accept the resignation, due to retirement of **Ms. Jolanta Chrusciel**, custodian at MTMS, effective February 1, 2024.

N. It is recommended by the Superintendent of Schools that the Board accept the resignation of **Ms. Tiffany Caccavale**, group leader at Falcon Care, effective November 30, 2023.

O. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Sandra Cormey**, teacher of grade 1 at Mill Lake School retroactive to November 13, 2023 through December 22, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Cormey may be entitled to.

P. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Kathryn Anastasio**, media specialist at Oak Tree School effective December 12, 2023 through January 5, 2024 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Anastasio may be entitled to.

Q. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Nidia DeOliveira**, teacher of ESL at Oak Tree and Applegarth Schools retroactive to November 27, 2023 through December 1, 2023 in accordance with Article 17 paragraph B.2 in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. DeOliveira may be entitled to.

R. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Lori Konopacki**, paraprofessional at Oak Tree School, retroactive to December 1, 2023 through December 15, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Konopacki may be entitled to.

S. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Susanna Fortunato**, paraprofessional at Barclay Brook School, retroactive to November 16, 2023 through February 16, 2024 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Fortunato may be entitled to.

T. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Ms. Kelly Bullis**, paraprofessional at Mill Lake School, effective January 2, 2024 through February 12, 2024 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Bullis may be entitled to.

U. It is recommended by the Superintendent of Schools that the Board approve a medical leave of absence to **Mr. Frank Hareslak**, head custodian at MTMS, retroactive to November 13, 2023 through December 1, 2023. It is further recommended that this leave shall be without pay except to the extent of any sick days to which Mr. Hareslak may be entitled to.

V. It is recommended by the Superintendent of Schools that the Board approve a revision in the medical leave of absence to **Ms. Carmela Valeriano**, paraprofessional at Barclay Brook School, retroactive to December 6, 2023 through December 21, 2023 in accordance with Article 21 paragraph F in the collective negotiation agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Valeriano may be entitled to.

W. It is recommended by the Superintendent of Schools that the Board approve a maternity leave of absence to **Ms. Heather Massi**, teacher of math at MTMS, effective January 29, 2024 through June 7, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Massi may be entitled to.

X. It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Boskie Shah**, teacher of special education at Mill Lake School, effective December 13, 2023 through June 30, 2024 in accordance with Article 17, Paragraph B.1 in the collective negotiations agreement between the Monroe Township Board of Education and the Monroe Township Education Association covering the period July 1, 2023 through June 30, 2026. It is further recommended that this leave shall be unpaid except to the extent of any sick days to which Ms. Shah may be entitled to.

Y. It is recommended by the Superintendent of Schools that the Board approve an extended maternity leave of absence to **Ms. Melissa Vanliew**, custodian at Oak Tree School, effective December 15, 2023 through March 1, 2024. It is further recommended that this shall be unpaid except to the extent of any sick days to which Ms. Vanliew may be entitled.

Z. It is recommended by the Superintendent of Schools that the Board approve an unpaid intermittent leave of absence under FMLA/NJFLA to **Ms. Judi Wernersbach**, teacher of special education at Oak Tree School, retroactive to December 1, 2023 through February 23, 2024. Ms. Wernersbach's unpaid days will be counted against her entitlement to unpaid leave pursuant to the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et. seq., as appropriate.

AA. It is recommended by the Superintendent of Schools that the Board approve the following coaches at MTMS at the following stipends (account no. 11-402-100-100-000-080):

Position	Name	Compensation
Girls Soccer Coach	Colleen O'Grady	Step 1 \$5172
Field Hockey Coach	Stephanie Patterson	Step 1 \$4775
Baseball Coach	Gary Snyder	Step 3 \$5,897
Cross Country Coach	Gary Snyder	Step 1 \$4775
Boys Soccer Coach	Christopher Thumm	Step 1 \$5172
Basketball Coach	Scott Zimms	Step 1 \$5172

AB. It is recommended by the Superintendent of Schools that the Board approve the following staff for the drama positions at MTMS for the 2023-2024 school year (account no. 11-401-100-100-000-080):

Position	Name	Compensation
7th & 8th Grade Asst. Music Director/Keyboard & Conductor	Frances Schwartz	\$1734
7th & 8th Grade Asst. Choreographer	Heidi Lubrani	\$851
7th & 8th Grade Costumer Coordinator	Jeanmarie Swiontkowski	\$1020
7th & 8th Grade Costumer Assistant	Christopher Ciarlariello	\$816
7th & 8th Grade Stage Manager/Producer	Heidi Lubrani	\$1224
7th & 8th Grade Backstage Assistant	Robert Howatt	\$612

AC. It is recommended by the Superintendent of Schools that the Board approve the following staff as a Mentor for the 2023-2024 school year:

Danielle Pandolfi (MLS)

AD. It is recommended by the Superintendent of Schools that the Board approve the following certificated staff for Family Maker Night Events at for the 2023-2024 school year at the hourly instructional rate \$55.00 for 3 hours/night (account no. 11-120-100-101-000-010):

Barclay Brook

Kristen Miller
 Nicole Midura
 Katherine Mennona
 Rachel Roth
 Kathryn Swope
 Tamar Lopez
 Karen Wasdin
 Brittney Ragusa
 Amanda Maira
 Caterina Bonomo
 Sara Crane
 Jessica Balz
 Jordan Delicato
 Ryan Ronan
 Marisa Pilgrim

Margaret Delmonaco
 Laura Huard
 Stephanie Yates
 Joseph Luckenbill
 Sarah Richards
 Noel Battistelli

AE. It is recommended by the Superintendent of Schools that the Board appoint Ms. Nicole DiLorenzo, Acting Assistant Principal for MTMS at a salary of \$105,664.61, plus 15 years longevity prorated, retroactive to November 27, 2023 through December 22, 2023 (account no. 11-000-240-105-000-080).

AF. It is recommended by the Superintendent of Schools that the Board approve the following new certificated staff at the following step on guide (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Annette Backof	Oak Tree	Teacher of Grade 2	Step 10B MA+30 \$85,247+\$4,500 prorated	11-120-100-101-000-030	1/2/24-6/30/24	Transfer replacement
2.	Debra Tabbitas	Mill Lake	Teacher of Grade 1 - Long Term Sub	\$150/day	11-120-100-101-000-040	retroactive 11/27/23-12/22/23	Leave position
3.	Debra Tabbitas	Oak Tree	Teacher of Grade 1	Step 7 MA \$60,447+\$3,600 prorated	11-120-100-101-000-060	1/30/24-6/30/24	Leave position

AG. It is recommended by the Superintendent of Schools that the Board approve the following certificated staff at the following step on guide:

	Name	School	Position	Salary	Account no.	Effective date	Reason
1.	Melissa Bordieri	Oak Tree	Teacher of Basic Skills	Step 11 MA+30 \$94,247+\$4,500 + 15 years longevity prorated	11-230-100-101-000-060	1/2/24-6/30/24	Retirement replacement
2.	Andrea Ponn	MTMS	Teacher of Math	Step 8A MA \$65,447+\$3,600 prorated	11-130-100-101-000-080	1/10/24-3/27/24	Leave extension
3.	Caitlin Ford	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 11/29/23-TBD	Resignation replacement
4.	Courtney Kuey	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 11/29/23-TBD	Resignation replacement
5.	Elizabeth Kopko	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 11/29/23-TBD	Resignation replacement
6.	Ashlee Kovacs	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 11/29/23-TBD	Resignation replacement
7.	Lindsey Smith	MTMS	Teacher of Special Education	17% additional contract	11-213-100-101-000-080	retroactive to 11/29/23-TBD	Resignation replacement
8.	Lauren Imperato	MTMS	Teacher of Social Studies	17% additional contract	11-130-100-101-000-080	retroactive to 11/30/23-12/22/23	Leave position

9.	William James	MTMS	Teacher of Social Studies	17% additional contract	11-130-100-101-000-080	retroactive to 11/30/23-12/22/23	Leave position
10.	Alex VanDriesen	MTMS	Teacher of Social Studies	17% additional contract	11-130-100-101-000-080	retroactive to 11/30/23-12/22/23	Leave position
11.	Adam Pereira	MTMS	Teacher of Social Studies	17% additional contract	11-130-100-101-000-080	retroactive to 11/30/23-12/22/23	Leave position
12.	Jennifer Katz	MTMS	Team Leader - Icon	\$1624	11-130-100-101-000-080	retroactive to 11/30/23-12/22/23	Leave position
13.	Silvia Gonzalez	MTMS	Teacher of Spanish	17% additional contract	11-130-100-101-000-080	retroactive to 11/17/23-12/22/23	Leave position
14.	Santiago Velasco	MTMS	Teacher of Spanish	17% additional contract	11-130-100-101-000-080	retroactive to 11/17/23-12/22/23	Leave position
15.	Kristina Peterson	MTMS	Teacher of Spanish	17% additional contract	11-130-100-101-000-080	retroactive to 11/17/23-12/22/23	Leave position
16.	Carolina Soden	MTMS	Teacher of Spanish	17% additional contract	11-130-100-101-000-080	retroactive to 11/17/23-12/22/23	Leave position
17.	Laura Horoszewski	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	1/29/24-6/7/24	Leave position
18.	Allyson Lewis	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	1/29/24-6/7/24	Leave position
19.	Jennifer Schwartz	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	1/29/24-6/7/24	Leave position
20.	Laurie Budrewicz	MTMS	Teacher of Math	17% additional contract	11-130-100-101-000-080	1/29/24-6/7/24	Leave position
21.	Patrick Nortz	MTMS	Teacher of Physical Education	17% additional contract	11-130-100-101-000-080	11/20/23-2/9/24	Correction in start date
22.	Dana Oberheim	MTMS	School Counselor	16.6% additional contract	11-000-218-104-000-080	retroactive to 11/1/23-TBD	Resignation replacement
23.	Nicole Pontarollo	MTMS	School Counselor	16.6% additional contract	11-000-218-104-000-080	retroactive to 11/1/23-TBD	Resignation replacement
24.	Sarah Levine	MTMS	School Counselor	16.6% additional contract	11-000-218-104-000-080	retroactive to 11/1/23-TBD	Resignation replacement
25.	Meghan Granger	MTMS	School Counselor	16.6% additional contract	11-000-218-104-000-080	retroactive to 11/1/23-TBD	Resignation replacement
26.	Jessica Crawford	MTMS	School Counselor	16.6% additional contract	11-000-218-104-000-080	retroactive to 11/1/23-TBD	Resignation replacement
27.	Melissa Ladd	MTMS	School Counselor	16.6% additional contract	11-000-218-104-000-080	retroactive to 11/1/23-TBD	Resignation replacement

28.	Frances Schwartz	MTMS	LUTC	20% additional contract	11-000-219-104-000-080	retroactive to 9/26/23-12/15/23	Modification in end date
29.	Jessica Snyder	MTMS	LUTC	20% additional contract	11-000-219-104-000-080	retroactive to 9/26/23-12/15/23	Modification in end date
30.	Justine Crecca	MTMS	LUTC	20% additional contract	11-000-219-104-000-080	retroactive to 9/26/23-12/15/23	Modification in end date
31.	Rachel Zettell	MTMS	LUTC	20% additional contract	11-000-219-104-000-080	retroactive to 9/26/23-12/15/23	Modification in end date
32.	Stephanie Patterson	MTMS	After School Supervision Substitute	Non-instructional rate \$46.00 for 2 hrs/day as needed	11-130-100-101-000-080	retroactive to 9/1/23-6/30/24	Yearly position
33.	Giovanna Marchini	MTMS	After School Basic Skills Teacher	\$116.34/session	11-230-100-101-000-080	retroactive to 9/1/23-6/30/24	Yearly position
34.	Amy Kuhn	MTMS	After School Basic Skills Teacher	\$116.34/session	11-230-100-101-000-080	retroactive to 9/1/23-6/30/24	Yearly position
35.	Olivia Volpe	Applegarth	Advanced Art Enrichment Zero Period Coverage	Instructional rate \$55.00	11-120-100-101-000-050	retroactive to 11/20/23-6/30/24	New position
36.	Dana Oberheim	MTMS	Teacher for Zero Period Coverage - Supervision	Non-instructional rate \$46.00 for 1 hour	11-030-100-101-000-080	retroactive to 9/1/23-6/30/24	Correction in hourly rate
37.	Meghan Granger	MTMS	Teacher for Zero Period Coverage - Supervision	Non-instructional rate \$46.00 for 1 hour	11-030-100-101-000-080	retroactive to 9/1/23-6/30/24	Correction in hourly rate
38.	Carole Murphy	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	1/2 of the hourly instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	retroactive to 12/4/23-5/31/24	Adjustment in hourly rate
39.	Kristie DeLuca	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	1/2 pf the hourly instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	retroactive to 12/4/23-5/31/24	Adjustment in hourly rate
40.	Nicole Mascola	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	1/2 of the hourly instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	retroactive to 12/4/23-5/31/24	Adjustment in hourly rate
41.	Kayla Crawford	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	1/2 of the hourly instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	retroactive to 12/4/23-5/31/24	Adjustment in hourly rate
42.	Amanda Lair	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	1/2 hourly instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	retroactive to 12/4/23-5/31/24	Adjustment in hourly rate
43.	Taylor Bell	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	1/2 of the hourly instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	retroactive to 12/4/23-5/31/24	Adjustment in hourly rate

44.	Beth Nagle	Mill Lake	Title I Walking Club, Healthy Mind, Healthy Body (SEL)	1/2 of the hourly instructional rate \$55.00 for 30 minutes/session (24 sessions)	20-231-100-101-000-040	retroactive to 12/4/23-5/31/24	Adjustment in hourly rate
45.	Krysti Brandt	Mill Lake	Packing/Unpacking	Non-instructional rate \$46.00 for 5 hours	11-000-219-104-000-040	retroactive to 8/16/23-8/28/23	Relocation
46.	Stacey Liebross	Applegarth	Packing/Unpacking	Non-instructional rate \$46.00 for 5 hours	11-000-219-104-000-050	retroactive to 8/16/23-8/28/23	Relocation
47.	Zach Caruso	MTMS	Packing/Unpacking	Non-instructional rate \$46.00 for 10 hours	11-000-219-104-000-093	retroactive to 8/16/23-8/28/23	Relocation
48.	Lee Vodofsky	MTMS	Head Wrestling Coach	Step 2 \$3757	11-402-100-100-000-080	Winter	Adjustment in step
49.	Patricia Corica	MTMS	Nurse for Chorus Trip NJMEA Conference	Instructional rate \$55.00 for 1.5 hours	11-000-213-100-000-080	2/23/24	Chorus Trip
50.	Nina Schmetterer	MTMS	MS Honor Society Advisor	\$1476	11-401-100-100-000-080	retroactive to 9/1/23-6/30/24	Yearly position
51.	Danielle Manfredi	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
52.	Ann Ratcliffe	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
53.	Angel Pavese	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
54.	Kara Francese	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
55.	Lisa Zimmer	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
56.	Beth Nagle	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
57.	Moshina Goyal	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
58.	Marisol Cruz	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
59.	Jennifer Corvinus	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
60.	Melissa Chamra	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
61.	Nicole Tolnes	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
62.	Jennifer Scarpa	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
63.	Cortney Ludmer	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
64.	Chien-Ju Lin	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
65.	Nicole Herbstman	Brookside	Certificated Staff for Family Math Night	Instructional rate \$55.00 for 2 hours	11-120-100-101-000-020	retroactive to 12/6/23	New position
66.	Nicole Sheppard	Brookside, Woodland, Applegarth	Substitute Teacher - Advanced Art Enrichment	\$77.56/session	11-120-100-101-000-020/030/050	retroactive to 10/1/23-5/31/24	New position
67.	Tatiana Guarneri	Brookside, Woodland, Applegarth	Substitute Teacher - Advanced Art Enrichment	\$77.56/session	11-120-100-101-000-020/030/050	retroactive to 10/1/23-5/31/24	New position

AH. It is recommended by the Superintendent of Schools that the Board approve the following new non-certificated staff on the following guides (pending satisfactory completion of pre-employment requirements):

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Jordyn Goldstein	Falcon Care	Group Leader	\$16.00 for 2.5 hours	65-990-320-100-000-098	12/18/23-6/30/24	Resignation replacement
2.	Prasanna Botu	Applegarth	Para RC/cafe	Step 1 Reg. ed. + ed. degree \$15.69+\$1.00 for 2.25 hours Step 1 Spec. ed. + ed. degree \$15.69+\$2.25+\$1.00 for 1.5 hours for a total of 3.75 hours	11-000-270-107-000-050 60%/11-213-100-106-000-050 40%	12/18/23-6/30/24	Resignation replacement

AI. It is recommended by the Superintendent of Schools that the Board approve the following non-certificated staff on the following guides:

	Name	School	Position	Salary	Account No.	Effective Date	Reason
1.	Tiffany Caccavale	Applegarth	Special Ed. Para RC	Step 2 Spec. Ed. + ed. degree \$15.79+\$2.25+\$1.00 for 4.5 hours	11-213-100-106-000-050	retroactive to 12/1/23-6/30/24	Resignation replacement
2.	Charlotte McCartin	Oak Tree	Special Ed. Para Autistic	Step 2 Spec. Ed. + toileting \$15.79.\$2.25+\$3.00 for 6.75 hours	11-214-100-106-000-060	1/2/24-6/30/24	Retirement replacement
3.	Donald Seevers	MTMS	Maintenance Mechanic	Step 10+BS+Maintenance+Journeyman+UST \$29.32+\$2.95+\$2500+\$750+3500 for 8 hours	11-000-261-100-000-098	12/18/23-/30/24	Retirement replacement

Subject F. BOARD ACTION (10 MEMBER VOTE)

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items A through K)

A. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.

B. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.

C. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of November 2023.

D. *It is recommended by the Superintendent of Schools that the Board approve the following Policy for a first reading:

P 8500	Food Services (M) (Revised)
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E. *It is recommended by the Superintendent of Schools that the Board approve the following Policies and Regulation for a second and final reading:

P 0143	Board Member Election and Appointment (Bylaw)
P 5111	Eligibility of Resident/Nonresident Students (M) (Revised)
R 5111	Eligibility of Resident/Nonresident Students (M) (Revised)

F. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between POAC Autism Services and the Monroe Township Board of Education for a professional development on "Internet Safety" to be held on February 8, 2024 at the Monroe Township High School for a cost of \$750.00.

G. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Liberty Science Center and the Monroe Township High School to provide "Nothing but Net!" performance to the Falcon's Nest Preschool on February 21, 2024 for a total amount of \$800.00.

H. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Reid Sound and the Monroe Township Board of Education to provide equipment and service package for the Monroe Township High School 2024 Dinner Theater Production between January 16, 2024 through January 19, 2024 for a total cost of \$5016.00.

I. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between William Owens (ASCAP) and the Monroe Township School District to provide two (2) clinic/consultation days with the Monroe Township Band Program on February 29, 2024 and March 1, 2024 in the amount of \$500.00 per day for a total cost of \$1000.00.

J. *It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between Key Art Productions and the Monroe Township High School to provide "Keepers of the Dream, Women Freedom Fighters" performance on February 13, 2024 in the amount of \$1950.00.

K. *It is recommended by the Superintendent of Schools that the Board approve the following out-of-district transfer placement for the 2023-2024 school year:

Student No.	School	Start Date	Tuition
98015	Alpha School	11/27/23	\$401.50 per diem

File Attachments

[Policy for first reading.pdf \(165 KB\)](#)

[Policies and regulation for second and final reading.pdf \(1,247 KB\)](#)

[Student Teacher K-8.pdf \(32 KB\)](#)

[Professional Development.pdf \(90 KB\)](#)

Subject

G. BOARD ACTION (9 MEMBER VOTE)

Meeting

Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category

13. SUPERINTENDENT'S REPORT/RECOMMENDATION

Type

Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's Board Action section of the Agenda.

BOARD ACTION (Items L through R)

L. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Staff Professional Development.

M. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of requests for Field Trips.

N. It is recommended by the Superintendent of Schools that the Board approve the previously submitted list of Student Teachers for the 2023-2024 school year.

O. It is recommended by the Superintendent of Schools that the Board approve the previously submitted Student Suspension Report for the month of November 2023.

P. It is recommended by the Superintendent of Schools that the Board of Education: (1) affirm the Superintendent's initial determination regarding the Harassment, Intimidation & Bullying complaints set forth below; and (2) direct the Superintendent to provide notice of the Board's aforementioned decision to the parents of all involved students from the November 15, 2023 meeting:

253260

Q. It is recommended by the Superintendent of Schools that the Board approve the previously submitted agreement between StudioJK LLC/Jarrett Krosoczka and the Monroe Township Middle School for an author visit to provide three (3) presentations within the school day on January 17, 2024 for a cost of \$4700.00.

R. It is recommended by the Superintendent of Schools that the Board approve the following out-of-district transfer placement for the 2023-2024 school year:

Student No.	School	Start Date	Tuition
89047	Mercer County Special Services District	11/28/23	\$345.00 per diem

File Attachments

[Student Teacher K-8.pdf \(25 KB\)](#)

[Professional Development K-8.pdf \(48 KB\)](#)

14. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS

Subject	A. BOARD ACTION (10 MEMBER VOTE)
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	14. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS
Type	Action

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Business Administrator's Board Action section of the Agenda.

BOARD ACTION (Items A through D)

A. *PROFESSIONAL APPOINTMENTS:

1. It is recommended that the members of the Monroe Township Board of Education approve the **Children's Hospital of Philadelphia School Program** to provide educational services to district students placed in their

facility at the rate of \$62.76 per hour during the 2023/24 school year.

2. It is recommended that the members of the Monroe Township Board of Education approve the appointment of **Lenox Law Firm**, 136 Franklin Corner Road, Lawrenceville, NJ 08648, as Insurance Defense Counsel to represent the Board's interest in a legal matter (QN-5024) up to the \$10,000.00 deductible set through the district's insurance policy with New Jersey School Insurance Group. The Board President and the Business Administrator/Board Secretary are hereby authorized and directed to take all necessary steps to implement this action of the Board of Education.

3. It is recommended that members of the Monroe Township Board of Education approve **Johnson & Urban, LLC Consulting Engineers** to provide mechanical, electrical, plumbing, and fire protection services for the Monroe Township School District for the 2023/2024 school year.

B. *BILL LIST

It is recommended that the bills totaling \$6,944,941.56 be ratified by the Board. The bills have been reviewed and certified by the Chairperson of the Finance Committee and Business Administrator. It is further recommended that the previously submitted Addendum to the Bill List totaling \$7,086,102.43 be ratified by the Board.

C. *TRANSFER #4

It is recommended that members of the Monroe Township Board of Education approve Transfer #4 for Fiscal Year 2023/24 as previously submitted.

D. *SECRETARY'S FINANCIAL & CASH REPORT

In accordance with N.J.A.C. 6A:23-2-11(c) 4, Be It Resolved that the Board of Education hereby certifies that it is in receipt of the Financial Reports for October 2023, which indicates that no major accounts or funds have been over expended and that sufficient funds are available to meet the district's financial obligations for the fiscal year in accordance with N.J.A.C. 6A:23-2.11(b). In accordance with N.J.A.C. 6A:23-2.11(c) 3, Be It Further Resolved that the Business Administrator certifies that the October 2023 Secretary's Report indicates that no line item account has encumbrances and expenditures which in total exceed the line item appropriation in accordance with N.J.A.C. 6A:23-2.11(a).

File Attachments

[Bill list 12-6-23.pdf \(391 KB\)](#)
[Financials 12.06.23.pdf \(1,775 KB\)](#)
[Johnson Urban LLC Engineers.pdf \(101 KB\)](#)
[Addendum Bill List 12-6-23.pdf \(372 KB\)](#)

Subject B. BOARD ACTION (9 MEMBER VOTE)

Meeting Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA

Category 14. BUSINESS ADMINISTRATOR'S REPORT/RECOMMENDATIONS

Type

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Business Administrator's Board Action section of the Agenda.

BOARD ACTION (Items E through G)

E. PROFESSIONAL APPOINTMENTS

1. It is recommended that the members of the Monroe Township Board of Education approve **Naomi Sestak**, 1012 Stony Brook Way, North Brunswick, NJ 08902, as an Accompanist for the MTMS Winter Concert at the following rates:

7th/8th Grade Rehearsal \$50.00
 6th Grade/Chamber Singers Rehearsal \$50.00
 MTMS Concert \$150.00
 Menlo Park Mall Concert \$150.00
 Total fee of \$400.00

2. It is recommended that the members of the Monroe Township Board of Education approve **Diana Gebhardt**, 101 Starlight Road, Howell, NJ 07731, as a Choreographer for the MTMS 7th & 8th Grade Play at the following rates:

Choreography and blocking for all shows \$800.00
 Audition and Rehearsals \$1400.00

Total fee of \$1060.00 (with a public school discount)

F. DONATION

It is recommended that members of the Monroe Township Board of Education acknowledge and approve a donation of \$100.00 to Brookside School from Scheitzer Engineering Laboratories, Inc. through an employee corporate gift program.

G. DONATION

It is recommended that members of the Monroe Township Board of Education acknowledge and approve a donation of school supplies valued at approximately \$200.00 to Barclay Brook School by township resident Elen Segawa de Souza.

15. BOARD PRESIDENT'S REPORT

16. OTHER BOARD OF EDUCATION BUSINESS

17. PUBLIC FORUM

Subject	A. PUBLIC FORUM (See Note 3)
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	17. PUBLIC FORUM
Type	Information

See Note 3.

18. CLOSED SESSION RESOLUTION IF NEEDED

19. PUBLIC FORUM - CLOSED SESSION ITEMS ONLY

Subject	A. PUBLIC FORUM (See Note 3)
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	19. PUBLIC FORUM - CLOSED SESSION ITEMS ONLY
Type	Information

See Note 3.

20. NEXT SCHEDULED BOARD OF EDUCATION MEETING JANUARY 17, 2024

Subject	A. NEXT SCHEDULED BOARD OF EDUCATION MEETING
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	20. NEXT SCHEDULED BOARD OF EDUCATION MEETING JANUARY 17, 2024

Type

The next Board of Education Meeting is scheduled for January 17, 2024 6:30 p.m.

21. ADJOURNMENT

Subject	A. NOTES
Meeting	Dec 6, 2023 - MONROE TOWNSHIP BOARD OF EDUCATION MONTHLY AGENDA
Category	21. ADJOURNMENT
Type	Action

NOTES

Note 1: Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board Members or other observers present at the meeting.

The Board will permit the use of tape recorders, still or movie cameras, or videotape cameras only when notice of such intended use has been given to the Board Secretary one day in advance of the meeting. Any video recording device must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer of the meeting. The presiding officer may also limit the number of video recording devices if he/she determines the number and position of the video recording devices will be an unnecessary intrusion to the meeting. In this event, preference will be given based on the order in which prior notice requesting to record the meeting was provided to the Board Secretary.

The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

Note 2: The Jamesburg Representative shall be eligible to vote on only those matters specifically designated in N.J.S.A 18A:38-8.1, as follows:

1. Tuition to be charged the sending district by the receiving district and the bill lists or contracts for the purchase, operation or maintenance of facilities, equipment and instructional materials to be used in the education of the pupils of the sending district.
2. New capital construction to be utilized by sending district pupils.
3. Appointment, transfer or removal of teaching staff members providing services to pupils of the sending district, including any teaching staff member who is a member of the receiving district's central administrative staff.
4. Addition or deletion of curricular and extracurricular programs involving pupils of the sending district.
5. Any matter directly involving sending district students or programs and services used by them.
6. The annual receiving district budget.
7. Any collectively-negotiated agreement involving employees who provide services used by sending district students.
8. Any individual employee contracts not covered by a collectively-negotiated agreement, if those employees provide or oversee programs or services utilized by sending district students.
9. Any matter concerning governance of the receiving district board of education, including, but not limited to, the selection of board president and vice-president, approval of board bylaws, and the employment of professionals or consultants such as attorneys, architects, engineers, or others who provide services to the receiving district board of education.

In accordance with N.J.S.A. 18A:38-8.1, the Jamesburg Representative is eligible to vote on the items delineated by an asterisk (*) in the Superintendent's and Business Administrator/Board Secretary's Board Action section of the Agenda.

Note 3: Public discussion is confined to this portion of the Agenda unless permission is granted by the Board President prior to the start of the meeting or when the Board is considering a Special Agenda Item that the Board deems appropriate for public participation. Anyone wishing to address the Board is requested to stand and state his/her name and address.



Exhibit D

***Before the School Ethics Commission
Docket No.: C12-23
Decision on Motion to Dismiss***

**Surendra Vallabhaneni,
Complainant**

v.

**Chari Chanley,
Monroe Township Board of Education, Middlesex County,
Respondent**

I. Procedural History

The above-captioned matter arises from a Complaint that was filed on January 25, 2023, by Surendra Vallabhaneni (Complainant), alleging that Chari Chanley (Respondent), Superintendent of the Monroe Township Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A. 18A:12-21 et seq.* More specifically, the Complaint avers that Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Counts 1 and 2.

On March 2, 2023, Respondent filed a Motion to Dismiss in Lieu of Answer (Motion to Dismiss). On April 12, 2023, Complainant filed a response to the Motion to Dismiss.

The parties were notified by correspondence dated July 18, 2023, that the above-captioned matter would be discussed by the Commission at its meeting on July 25, 2023, in order to make a determination regarding the Motion to Dismiss. Following its discussion on July 25, 2023, the Commission adopted a decision at its meeting on August 22, 2023, granting the Motion to Dismiss as to the alleged violations of *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Count 2, and denying the Motion to Dismiss as to the alleged violation/violations of *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Count 1.

Based on its decision, the Commission also directed Respondent to file an Answer to Complaint (Answer) as to the remaining allegations. Upon receipt of the Answer, the above-captioned matter will be docketed by the Commission to determine whether probable cause exists to credit the remaining allegations in the Complaint. Probable cause exists when there is a reasonable ground of suspicion supported by facts and circumstances strong enough in themselves to warrant a reasonable person to believe that the Act was violated.

II. Summary of the Pleadings

A. *The Complaint*

According to Complainant, Respondent became Acting Superintendent of the Monroe Township School District (District) in 2021. Respondent's husband works as a teacher in the District and her son works in the District as a substitute teacher.

In Count 1, by way of background, Complainant asserts that after becoming Acting Superintendent, Respondent "recommended and approved actions that affected her husband's compensation." Complainant provides the example that at the Board meeting on December 15, 2021, Respondent "approved her husband to provide students with home instruction." Complainant asserts, after members of the public expressed concerns about Respondent's conflict of interest, the Assistant Superintendent started recommending actions involving Respondent's husband's employment, beginning on May 11, 2022. Respondent alleges that on that date, the Assistant Superintendent, who reports to Respondent, recommended that her husband receive a salary increase.

Complainant further alleges that at the Board meeting on August 17, 2022, Respondent's husband appeared in five (5) agenda items which were recommended by the Assistant Superintendent. However, Complainant alleges that Respondent's son appeared in an agenda item involving a list of substitute teachers, which Respondent recommended rather than the Assistant Superintendent.

Complainant asserts Respondent's conduct on August 17, 2022, violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* by recommending her son for the position of substitute teacher, as school administrators "should not be involved in recommendations, discussions, or negotiations regarding employment of immediate family members."

In Count 2, Complainant notes that in the year prior to Respondent becoming Acting Superintendent on November 10, 2021, her husband had five (5) stipend positions, but after Respondent's appointment as Acting Superintendent, her husband was approved for nine (9) stipend positions at the Board meetings on September 21, 2021, August 18, 2021, July 21, 2021, and June 16, 2021. Complainant claims the Assistant Superintendent began "verbally recommending" matters that involved Respondent's husband's employment, but the recommendations would still appear as action items under the "Superintendent's Report" at the monthly Board meetings. Complainant asserts that at the Board meeting on August 17, 2022, Board member Michele Arminio questioned why items related to the Respondent's family appeared in the Superintendent's report when they were recommended by the Assistant Superintendent. Complainant alleges that Respondent admitted that she was still approving the recommendations, but on the agenda, they were being officially recommended by the Assistant Superintendent because "It's my understanding that it would still remain under my report...Because I'm the one that actually does the approvals. But, for purposes of making sure that we're appropriate, right, it's [the Assistant Superintendent]."

According to Complainant, Respondent's comments on August 17, 2022, demonstrate that she approved matters concerning her husband's employment, and the most recent occurrences (August 17, 2022, and September 21, 2022) are not time-barred. Complainant alleges that by approving actions that affect her husband's employment on those dates, Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)*.

B. *Motion to Dismiss*

In her Motion to Dismiss, Respondent asserts that both her husband and son were employed by the District prior to her appointment as Acting Superintendent. Respondent asserts that she has recused herself from all involvement in supervising or in any way influencing her relatives' employment relationships with the District.

Respondent asserts that per the instructions provided by the Board attorney, any personnel actions involving Respondent's family would be recommended by the Assistant Superintendent. Respondent explains that "all personnel recommendations to the Board typically appear on the preprinted meeting agenda under a section entitled 'Superintendent's Report/Recommendations.'" In matters involving her family, Respondent maintains that the District procedure was to preface the recommendation with the phrase "[i]t is recommended by the Assistant Superintendent of Schools that..." and Respondent would recuse herself during votes involving those items.

With respect to the August 17, 2022, meeting Respondent asserts that this policy was followed with respect to the five (5) line items affecting her husband. Respondent acknowledges that she recommended a line item affecting her son; however, Respondent asserts that this was an oversight as the line item included 160 substitute teachers and she was unaware that her son was on the list. Respondent asserts had this been caught, her son's name would have been included as a separate item to be recommended by the Assistant Superintendent. With respect to the September 21, 2022, meeting Respondent states that the minutes of the meeting make clear she recused herself properly.

Respondent argues she did not violate the Act as a "formalized procedure" was in place to recuse Respondent from personnel actions involving her husband and son. With respect to *N.J.S.A. 18A:12-24(a)*, Respondent contends the allegations against her arise from her actions as a Superintendent and do not involve any outside business interests or professional activities." As to *N.J.S.A. 18A:12-24(b)*, Respondent argues the Complaint does not allege facts or competent evidence to support a conclusion that she used her position to secure unwarranted benefits for herself or others. Instead, Respondent maintains "the procedure put in place to handle recommendations involving [R]espondent's relatives proves just the opposite." Regarding *N.J.S.A. 18A:12-24(c)*, Respondent argues the Complaint does not allege facts to prove a violation for the same reasons.

C. *Response to Motion to Dismiss*

In response to the Motion to Dismiss, Complainant reaffirms her claims that Respondent violated the Act with respect to her son and that Respondent's statements regarding action items

remaining on the Superintendent's report demonstrate that she approved matters related to her husband's employment. Complainant asserts that the Certification of the Assistant Superintendent does not attest that the approval of Respondent's son to serve as a substitute teacher was inadvertent, and that Respondent did not offer a certification by the principal of the school where Respondent's husband works "to defend herself against the allegation that she used her position for the gain of her relatives."

Respondent also makes new allegations, such as that Respondent has been improperly involved in negotiations between the Board and the Monroe Township Education Association (META), even though her husband is a member of META. As such, Complainant maintains that the Motion to Dismiss should be denied.

D. *Public Comments Offered at the Commission's Meeting on July 25, 2023*

At the Commission's meeting on July 25, 2023, members of the public appeared by telephone and offered public comment regarding the above-captioned matter. More detailed information regarding the substance of those public comments can be found in the minutes from the Commission's meeting on July 25, 2023.

III. Analysis

A. *Standard for Motion to Dismiss*

In determining whether to grant a Motion to Dismiss, the Commission shall review the facts in the light most favorable to the non-moving party (Complainant), and determine whether the allegation(s), if true, could establish a violation(s) of the Act. Unless the parties are otherwise notified, a Motion to Dismiss and any response is reviewed by the Commission on a summary basis. *N.J.A.C. 6A:28-8.1 et seq.* Thus, the question before the Commission is whether Complainant has pled sufficient facts which, if true, could support a finding that Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)*, and *N.J.S.A. 18A:12-24(c)* in Counts 1 and 2. The Commission notes that, despite the offering of public comment at its meeting on July 25, 2023, the Commission's review of this matter was limited solely to the parties' written submissions.

B. *Alleged Prohibited Acts*

Complainant submits that, based on the conduct more fully detailed above, Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)*, and *N.J.S.A. 18A:12-24(c)* in Counts 1 and 2. These provisions of the Act states:

a. No school official or member of his immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest;

b. No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;

c. No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family;

To credit a violation of *N.J.S.A. 18A:12-24(a)*, the Commission must find evidence that Respondent, or a member of her immediate family, has an interest in a business organization, or engaged in any business, transaction, or professional activity which was in substantial conflict with the proper discharge of her duties in the public interest.

In order to credit a violation of *N.J.S.A. 18A:12-24(b)*, the Commission must find evidence that Respondent used or attempted to use her official position to secure an unwarranted privilege, advantage or employment for herself, members of her immediate family, or "others."

To credit a violation of *N.J.S.A. 18A:12-24(c)*, the Commission must find evidence that Respondent acted in her official capacity in a matter where she, or a member of her immediate family, had a direct or indirect financial involvement that might reasonably be expected to impair her objectivity, or in a matter where she had a personal involvement that created some benefit to her, or to a member of her immediate family.

Count 1

In Count 1, Complainant contends that Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* when she recommended her son for the position of substitute teacher at the Board meeting on August 17, 2022. Respondent counters that this was an oversight as the line item included 160 substitute teachers and she was unaware that her son was on the list. Following its review of the Complaint, the Commission finds that if the facts as alleged are proven true by sufficient credible evidence, they may support a finding that Respondent, or a member of her immediate family (son), had an interest that was in substantial conflict with her duties (*N.J.S.A. 18A:12-24(a)*); that Respondent used or attempted to use her official position to secure an unwarranted privilege for herself or a member of her immediate family (son) (*N.J.S.A. 18A:12-24(b)*); or that Respondent acted in her official capacity in a matter where she, or a member of her immediate family (son) had a financial involvement that might impair her objectivity, or in a matter where she had a personal involvement that created a benefit to herself, or a member of her immediate family (son) (*N.J.S.A. 18A:12-24(c)*). The Commission has previously found probable cause for violations of the Act when the Superintendent approved the hiring of her child to serve as one of three paid summer elementary library interns. *Hadef v. Varley, Berkeley Heights Board of Education*, C36-21 (August 26, 2022). Therefore, the Commission finds that the alleged violations of *N.J.S.A. 18A:12-24(a)*,

N.J.S.A. 18A:12-24(b) and *N.J.S.A. 18A:12-24(c)* in Count 1 should not be dismissed at this time. Nevertheless, Respondent will have the opportunity to file an Answer, in which facts and circumstances supporting her position can be provided.

Count 2

In Count 2, Complainant asserts that Respondent's comments on August 17, 2022, regarding placing action items under the Superintendent's Report that have been approved by the Assistant Superintendent demonstrate that she approved matters concerning her husband's employment on August 17, 2022, and September 21, 2022, which violates *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)*. Respondent counters that she followed the Board's "formalized procedure" and recused herself from personnel actions involving her family. Following its review of the Complaint, the Commission finds that even if the facts as alleged are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and/or *N.J.S.A. 18A:12-24(c)* in Count 2. The Commission finds that the semantics of how items are placed on the Board's agenda do not demonstrate that Respondent approved matters concerning her husband. The facts as set forth in the Complaint, that the Assistant Superintendent was responsible for approving personnel actions involving Respondent's husband, and Respondent recused herself from those matters, regardless of where it was placed on the Board's agenda, fail to support a violation of the Act. Therefore, the Commission finds that the alleged violations of *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and/or *N.J.S.A. 18A:12-24(c)* in Count 2 should be dismissed.

IV. Decision

Based on the foregoing, and in reviewing the facts in the light most favorable to the non-moving party (Complainant), the Commission voted to *grant* the Motion to Dismiss in part, and to *deny* the Motion to Dismiss in part. More specifically, the Commission has determined that the Motion to Dismiss should be *granted* as to the alleged violations of *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Count 2, and should be *denied* as to the alleged violations of *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Count 1.

Therefore, and in accordance with *N.J.A.C. 6A:28-7.1 et seq.*, Respondent is directed to file, within twenty (20) days of the mailing date set forth below, an Answer regarding the allegations that she violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Count 1. As noted above, following receipt of the Answer, the above-captioned matter will be docketed by the Commission to determine whether probable cause exists to credit the remaining allegations in the Complaint. Probable cause exists when there is a reasonable ground of suspicion supported by facts and circumstances strong enough in themselves to warrant a reasonable person to believe that the Act was violated.



Robert W. Bender, Chairperson

Mailing Date: August 22, 2023

***Resolution Adopting Decision
in Connection with C12-23***

Whereas, at its meeting on July 25, 2023, the School Ethics Commission (Commission) considered the Complaint, the Motion to Dismiss in Lieu of Answer (Motion to Dismiss), and the response to the Motion to Dismiss submitted in connection with the above-referenced matter; and

Whereas, at its meeting on July 25, 2023, the Commission discussed granting the Motion to Dismiss as to the alleged violations of *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Count 2; and

Whereas, at its meeting on July 25, 2023, the Commission discussed denying the Motion to Dismiss as to the alleged violations of *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Count 1; and

Whereas, at its meeting on July 25, 2023, the Commission discussed directing Respondent to file an Answer to Complaint (Answer) as to the remaining allegations in the Complaint; and

Whereas, at its meeting on August 22, 2023, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on July 25, 2023; and

Now Therefore Be It Resolved, that the Commission hereby adopts the decision and directs its staff to notify all parties to this action of its decision herein.



Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on August 22, 2023.



Brigid C. Martens, Acting Director
School Ethics Commission

Exhibit E

CONTRACT OF EMPLOYMENT
this Agreement, made this 1st day of July 2022, between
the **MONROE TOWNSHIP BOARD OF EDUCATION**
in Middlesex County (hereinafter "the Board")
with offices located at
423 Buckelew Ave, Monroe Township, NJ 08831 and
Chari Chanley (hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations,
the parties agree as follows:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Chari Chanley as Superintendent of Schools for the period of July 1, 2022 through 11:59 p.m. June 30, 2025. The parties acknowledge that this Contract must be approved by the Middlesex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board,

applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall

have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

J. The Board shall not substantially increase the duties of the Superintendent by assigning him/her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional

compensation shall be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

K. The Board acknowledges that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the Superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Initial Salary. The Board shall pay the Superintendent an annual base salary of Two Hundred Thousand Dollars (\$200,000.00) for the 2022-2023 school year, plus a longevity payment of One Thousand Four Hundred Five Dollars (\$1,405.00). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. Effective July 1, 2023, the Board shall pay the Superintendent an annual base salary of Two Hundred Four Thousand Dollars (\$204,000.00), which

is an increase of 2%, plus a longevity payment of One Thousand Seven Hundred Five Dollars (\$1,705.00) for the 2023-2024 school year.

c. Effective July 1, 2024 the Board shall pay the Superintendent an annual base salary of Two Hundred Eight Thousand and Eighty Dollars (\$208,080.00), which is an increase of 2.5%, plus a longevity payment of One Thousand Seven Hundred Five Dollars (\$1,705.00) for 2024-2025 school year.

2. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law. Throughout this agreement the Superintendent will retain all tenure rights, and will continue to accrue seniority rights, to all positions to which she has earned tenure within the district.

B. Sick Leave. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, the Board shall reimburse the Superintendent for any accumulated but unused sick days not to exceed the statutory maximum of \$15,000. Payment shall be made within sixty (60) days of the Superintendent's last day of employment. Throughout this contract, the per diem rate shall be calculated as 1/260 of the Superintendent's then-current annual salary.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Middlesex County Administrators Association, Learning Forward, ASCD and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional

conferences. The Superintendent shall be entitled to attend the annual NISBA/NIASA/NTASBO Workshop and Convention, NJASA TECHSPO, the annual conference of the NJASA, the annual AASA conference, AASA SEL Cohort meetings, and/or the AVID Summer Institute. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board Policies. In addition to the above, the parties acknowledge that the Superintendent engages in mentoring through New Jersey Leaders to Leaders ("NJ L2L"). The board acknowledges that the Superintendent may continue her activities through NJ L2L on her own time or while taking vacation time from the district. There will be no expense to the district for the Superintendent's activities through NJ L2L.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall contribute toward the cost of her medical, dental and prescription benefits at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 20%. Insurance will be provided by the same carrier the Board has contracted with for all other employees with like benefits. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The contribution shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid \$4,000 for waiver of family coverage and \$2,500 for waiver of single coverage.

F. Disability. The Board shall provide the Superintendent with disability coverage on the same terms and conditions as that provided to other district employees, and permissible by state statute, naming the Superintendent as beneficiary.

G. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of 20 working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1 of each year of the Contract.

2. The Superintendent shall be entitled to take time off during the district's winter and spring breaks. It will be unnecessary for the Superintendent to utilize sick or vacation leave during these breaks.

3. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

4. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 20 vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

5. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Board until, pursuant to a plan established by the Board and the Superintendent, the leave is used or the Superintendent is compensated for that leave.

6. Upon separation from employment, the Superintendent shall be paid for his/her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated at 1/260th of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to her estate. .

H. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

I. Personal Leave. The Superintendent shall be entitled to 3 personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year. As much advance notice as possible of the request to take personal time will be given to the Board President. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days shall convert to accumulated sick leave at the end of each year of the contract.

J. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

K. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The

Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

L. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

M. Cellular Telephone/Smart Phone: The Board will purchase an iPhone for the Superintendent, which will be used exclusively for her duties as Superintendent. The Board will pay for the fees associated with this phone.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once per year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the

evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within one hundred twenty (120) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which

the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

(1) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;

(2) forfeiture under *N.J.S.A. 2C:51-2*;

(3) mutual agreement of the parties; or

(4) notification in writing by the Board to the Superintendent, at least 90 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C:51-2*, the Board reserves the right to suspend

her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.* 18A:6-8.3 and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A.* 18A:17-20.2.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of three calendar years, expiring at the close of business June 30, 2028 unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, prior to April 1, 2025 that she will not be reappointed at the end of the current term, in which case her employment as superintendent of schools shall cease upon the expiration of this Contract and she shall be permitted to exercise bumping rights to be placed in any position in the district to which she holds superior tenure and seniority rights; or

C. In accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She/he shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she/he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this

Employment Contract effective on the day and year first above written.

SUPERINTENDENT


CHARI CHANLEY

Date: 7/20/2022

WITNESS:


LAURA ALLEN
Acting Business Administrator

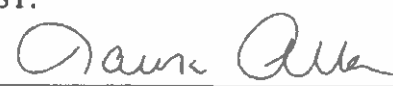
Date: 7/20/22

BOARD OF EDUCATION OF
MONROE TOWNSHIP


CHRISSY SKURBE, President

Date: 7/20/2022

ATTEST:


LAURA ALLEN
Acting Business Administrator

Date: 7/20/22

Exhibit F

CONTRACT OF EMPLOYMENT
this Agreement, made this 1st day of January 2024 , between
the **MONROE TOWNSHIP BOARD OF EDUCATION**
in Middlesex County (hereinafter "the Board")
with offices located at
423 Buckelew Ave, Monroe Township, NJ 08831 and
Chari Chanley (hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Chari Chanley as Superintendent of Schools for the period of January 1, 2024 through 11:59 p.m. June 30, 2028. The parties acknowledge that this Contract must be approved by the Middlesex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board,

applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Board shall not withhold its permission for such outside activities for arbitrary or capricious reasons. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

J. The Board shall not substantially increase the duties of the Superintendent by assigning him/her the duties or responsibilities of another position or title unless the parties agree

upon additional compensation commensurate with such increase in duties, the additional compensation shall be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

K. The Board acknowledges that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the Superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Initial Salary. For the period January 1, 2024 through June 30, 2024, the Board shall pay the Superintendent an annual base salary of Two Hundred Eight Thousand Dollars (\$208,000.00, prorated, school year, plus a doctoral degree stipend of Seven Thousand Five Hundred Dollars (\$7,500.00) and a longevity payment of Four Thousand Dollars (\$4,000.00). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. Effective July 1, 2024, the Board shall pay the Superintendent an annual base salary of Two Hundred Fourteen Thousand, Four Hundred Sixty-Five Dollars (\$ 214,465.00), which is an increase of 3.1%, plus a doctoral degree stipend of Seven Thousand Five Hundred Dollars (\$7,500.00) and a longevity payment of Four Thousand Dollars (\$ 4,000.00) for the 2024-2025 school year.

c. Effective July 1, 2025, the Board shall pay the Superintendent an annual base salary of Two Hundred Twenty-One Thousand One Hundred Twenty-Four Dollars (\$221,124.00), which is an increase of 3.1%, plus a doctoral degree stipend of Seven Thousand Five Hundred Dollars (\$7,500.00) and a longevity payment of Four Thousand Dollars (\$4,000.00) for the 2025-2026 school year.

d. Effective July 1, 2026, the Board shall pay the Superintendent an annual base salary of Two Hundred Twenty-Seven Nine Hundred Eighty-Three Dollars (\$227,983.00), which is an increase of 3.1%, plus a doctoral degree stipend of Seven Thousand Five Hundred Dollars (\$7,500.00) and a longevity payment of Four Thousand Dollars (\$4,000.00).

e. Effective July 1, 2027, the Board shall pay the Superintendent an annual base salary of Two Hundred Thirty-Five and Forty-Seven Dollars (\$235,047.00), which is an increase of 3.1%, plus a doctoral degree stipend of Seven Thousand Five Hundred Dollars (\$7,500.00) and a longevity payment of Four Thousand Dollars (\$4,000.00).

2. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law. Throughout

this agreement the Superintendent will retain all tenure rights, and will continue to accrue seniority rights, to all positions to which she has earned tenure within the district.

B. Sick Leave. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, the Board shall reimburse the Superintendent for any accumulated but unused sick days not to exceed the statutory maximum of \$15,000. Payment shall be made within sixty (60) days of the Superintendent's last day of employment. Throughout this contract, the per diem rate shall be calculated as 1/260 of the Superintendent's then-current annual salary.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Middlesex County Administrators Association, Learning Forward, ASCD and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences. The Superintendent shall be entitled to attend the annual NISBA/NIASA/NTASBO Workshop and Convention, NJASA TECHSPO, the annual conference of the NJASA, the annual AASA conference, AASA SEL Cohort meetings, and/or the AVID Summer Institute. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board Policies. In addition to the above, the parties acknowledge that the Superintendent engages in mentoring through New Jersey Leaders to Leaders ("NJ L2L"). The board acknowledges that the Superintendent may continue her activities through NJ L2L on her own time or while taking vacation time from the district. There will be no expense to the district for the Superintendent's activities through NJ L2L.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall contribute toward the cost of her medical, dental and prescription benefits at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 20%. Insurance will be provided by the same carrier the Board has contracted with for all other employees with like benefits. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The contribution shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid \$4,000 for waiver of family coverage and \$2,500 for waiver of single coverage.

F. Disability. The Board shall provide the Superintendent with disability coverage on the same terms and conditions as that provided to other district employees, and permissible by state statute, naming the Superintendent as beneficiary.

G. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of 20 working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1 of each year of the Contract.

2. The Superintendent shall be entitled to take time off during the district's winter and spring breaks. It will be unnecessary for the Superintendent to utilize sick or vacation leave during these breaks.

3. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

4. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 20 vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

5. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Board until, pursuant to a plan established by the Board and the Superintendent, the leave is used or the Superintendent is compensated for that leave.

6. Upon separation from employment, the Superintendent shall be paid for his/her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated at 1/260th of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to her estate. .

H. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

I. Personal Leave. The Superintendent shall be entitled to 3 personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year. As much advance notice as possible of the request to take personal time will be given to the Board President. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days shall convert to accumulated sick leave at the end of each year of the contract.

J. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

K. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

L. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her employment. If, in the good faith opinion of the Superintendent, a conflict

exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

M. Cellular Telephone/Smart Phone: The Board will purchase an iPhone for the Superintendent, which will be used exclusively for her duties as Superintendent. The Board will pay for the fees associated with this phone.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once per year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by

regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within one hundred twenty (120) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in

public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

(1) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;

(2) forfeiture under *N.J.S.A. 2C:51-2*;

(3) mutual agreement of the parties; or

(4) notification in writing by the Board to the Superintendent, at least 135 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C:51-2*, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of five calendar years, expiring at the close of business June 30, 2033 unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, prior to January 15, 2033 that she will not be reappointed at the end of the current term, in which case her employment as superintendent of schools shall cease upon the expiration of this Contract and she shall be permitted to exercise bumping rights to be placed in any position in the district to which she holds superior tenure and seniority rights; or

C. In accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She/he shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she/he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this

Employment Contract effective on the day and year first above written.

SUPERINTENDENT



CHARI CHANLEY

Date: 12/7/2023

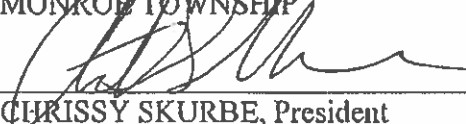
WITNESS:



LAURA ALLEN
Business Administrator

Date: 12/7/2023

BOARD OF EDUCATION OF
MONROE TOWNSHIP



CHRISSY SKURBE, President

Date: 12/7/2023

ATTEST:



LAURA ALLEN
Business Administrator

Date: 12/7/2023

Exhibit G



State of New Jersey

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

MIDDLESEX COUNTY OFFICE OF EDUCATION
13-15 KENNEDY BOULEVARD
EAST BRUNSWICK, NEW JERSEY 08816
(732) 249-2900
FAX (732) 296-6567

ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner

KYLE M. ANDERSON
Interim Executive County Superintendent

December 1, 2023

Ms. Chrissy Skurbe
Board President
Monroe Township Public Schools
423 Buckelew Avenue
Monroe Township, New Jersey 08831

Dear Ms. Skurbe:

I have reviewed the employment contract for Dr. Chari Chanley, Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on January 1, 2024 through June 30, 2028.

A copy of the signed contract accompanied by the board resolution should be forwarded to my office immediately following the board meeting.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

Kyle M. Anderson
Interim Executive County Superintendent

KMA/dh

C: Laura Allen, School Business Administrator/Board Secretary
Leo Yanogacio, Executive County Business Official

Exhibit H

EMPLOYMENT CONTRACT
BETWEEN
THE MONROE TOWNSHIP
BOARD OF EDUCATION
AND
THE MONROE TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

Covering the Period
July 1, 2023 through June 30, 2027

ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Monroe Township Board of Education recognizes the Monroe Township School Administrators' Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for district leadership personnel who are required to hold an administrative certificate for their position. This shall include Principals, Assistant (Vice) Principals, District Supervisors and Director of Pupil Personnel Services; it shall specifically exclude Superintendent of Schools, Assistant Superintendent of Schools, Administrative Assistant, Director of Human Resources and Board Secretary/Business Administrator.

B. Definitions

For the purpose of clarity, terms crucial to the interpretation of this contract are listed below:

1. Board -- the Monroe Township Board of Education
2. Employees -- Leadership personnel represented by the Association in the negotiating unit as defined above.
References to "males" shall include females.
3. Association -- The Monroe Township School Administrators Association.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on the terms and conditions of employment of MTSAA membership. Any agreement so negotiated shall apply to all members of the Association, be reduced to writing, and be signed by the Board and Administrators' Association.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider

proposals, and make counter proposals in the course of negotiations within the predetermined limits prescribed by the respective parties. The total tentative agreement reached between negotiating committees by the Board and the Association shall be subject to ratification by the full membership of the Association and approved by the full Board of Education.

C. Exchange of Information

In preparation for and during negotiations, the Association shall have access to relevant data and be permitted to inspect all public records, public data, and information pertinent to issues being negotiated.

D. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee's benefits existing prior to its effective date.

E. Modification -- Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. Reopening of negotiations to consider any modification of this Agreement shall be made only by mutual consent of both parties. Any such modification shall be effective only when agreed to in writing and duly executed by both parties.

F. Impasse

In the event that the Board and the Association have failed to reach agreement on all topics of negotiations, after genuine and sincere efforts to negotiate, either the Board, the Association, or both may notify the Chairman of the Public Employment Relations Commission in writing that an impasse exists, and shall request the assignment of a mediator, and follow the procedures and regulations as outlined in P.L. 123.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim involving the terms and conditions of employment by an employee or his representative that he has suffered harm by the interpretation, application or violation of this Agreement affecting him.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Informal

An employee with a grievance shall first discuss it with his/her immediate superior. At this stage, both parties shall make a strong effort to resolve the matter informally.

2. Level One

If no resolution is reached informally, the grievance shall be reduced to writing and submitted to the immediate superior. He may at his option, designate a representative to be present. All Level One grievances shall be initiated within five (5) school days after the event or circumstances being grieved takes place.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

4. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after the decision by the Superintendent or fifteen (15) school days after the

grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) school days after the receipt of a request by the aggrieved person. A complaint of a non-tenured employee which arises by a reason of his not being reemployed shall not be carried beyond Level Three of the grievance procedure.

5. Level Four

- a. If the grievance as defined under 1.a. of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days, request in writing that the Association submit his grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.
- b. The arbitrator shall then be selected under the rules of the Public Employees Relations Commission. (PERC).

6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
8. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, unless it is agreed by the Board to hold the proceedings during working hours.

D. Rights to Representation

Any individual employee of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal at any step or to designate a representative(s) of the Association.

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.
8. If a grievance affects one administrator, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group of administrators in more than one job site, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

- A. Representatives of the Association, the NJPSA, NASSP and NAESP shall be permitted to transact official Association business on school property with the approval of the Superintendent.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings with prior approval from the office of the Superintendent.
- C. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board if such supplies and materials are available.

- D. For purposes of processing grievances and negotiations, the Association shall, upon request, have access to data in the public domain.
- E. Association representatives shall suffer no loss of pay for mutually scheduled hearings, etc.
- F. The Association shall be able to utilize the regular inter-school or intra-school methods of communications or distribution of materials for Association business with the understanding that such usage be judicious and not bear any burden on the school system.

ARTICLE V

ADMINISTRATOR RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the parties hereby recognize that every employee covered by this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in the collective negotiations or to refrain from so doing. The parties agree that neither shall directly or indirectly discourage or deprive or coerce any covered employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974.

B. Required Meetings or Hearings

Whenever any Administrator has been called to appear before the Board or any committee, member, representative or agent thereof concerning any matter which could directly affect the continuation of that Administrator in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

C. Employee Discipline Process

1. No administrator shall be disciplined or reprimanded without just cause.

The Board retains the right to discipline or discharge an administrator during the term of his/her employment contract when the employee's performance and/or attendance negatively affect his/her ability to perform his/her assigned tasks.

Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts, but shall not include the non-renewal of a non-tenured administrator for performance-related reasons, the withholding of increments of an administrator for predominantly evaluative reasons and the certification of tenure charges

against an administrator. The foregoing exclusions from discipline shall not be construed to limit the Board's ability or authority to non-renew a non-tenured administrator for performance-related reasons, withhold a administrator's increment(s) for predominantly evaluative reasons, or certify tenure charges against an administrator.

All disciplinary acts shall be subject to the grievance procedure.

2. The specific grounds forming the basis for official disciplinary action shall be made available to the administrator in writing. If an employee is requested to give information which may lead to disciplinary action against that employee, the Board shall advise the administrator of their right to representation.

ARTICLE VI

EVALUATION

- A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.
- B. All administrators commencing work before September 30 will be evaluated by the Superintendent of Schools or his/her designee in accordance with law. A written report and conference shall be held no later than ten (10) working days following the evaluation. At such time the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report. The ten day time limit may be extended by mutual consent of both parties.
 - 1. Administrators shall have observations each year, as required by law.
 - 2. Evaluation of tenured administrators shall be submitted to the administrators prior to June 15th.
- C. Any changes in the evaluation instrument, or evaluation procedures now being used, will first be discussed with Association representatives.
- D. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's knowledge. Further, each administrator shall receive a copy of each written evaluation.

ARTICLE VII

PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises.
- C. When an involuntary transfer of an administrator is being considered by the Board, every effort shall be made to provide for a smooth transition and to give the administrator the opportunity to become oriented to the new school curriculum, staff, facility and community.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT

- A. Professional Dues

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for employees who join professional organizations at the state and national levels.

- B. Conventions, Seminars and Conferences

With the approval of the Superintendent, administrators and district supervisors will be permitted to attend professional seminars, conferences and conventions which have for their theme subjects of interest to the professional progress of our schools. Administrators and district supervisors who attend these functions shall be reimbursed by the Board for expenses and mileage in accordance with New Jersey Regulations as related to A5 Chapter 53 and OMB circulars.

All members of the unit will continue to be permitted to attend the NJPSA annual fall convention with all expenses being paid by the Board, in accordance with New Jersey Regulations as stated above. Members may also attend national conferences. National conferences attended by members of the Monroe Township School Administrators Association will be limited to an aggregate annual total maximum number of 5. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations. If the Board requires a unit member to attend such a convention, that convention does not count against the number of conventions guaranteed by this Agreement.

C. Tuition Reimbursement

Unit members are eligible to be reimbursed for graduate level courses taken beyond the attainment of the M.A. under the following terms:

- a. The course must receive the written approval of the Superintendent prior to registration.
- b. The unit member must successfully complete the course.
- c. The maximum number of credits which may annually be reimbursed is 12.
- d. The reimbursement rate shall not exceed the highest State College/University rate.
- e. Reimbursement covers tuition, required textbooks and supplies.
- f. Members of the Monroe Township School Administrators Association shall not be reimbursed for courses/programs taken unless they agree, in writing, that they are required to reimburse the Board 100% of the tuition reimbursement they are to receive in the event they fail to remain employed by the Board for two (2) years following the completion of the courses/programs for which they are receiving reimbursement.

D. Leader to Leader Program

Administrators participating in the Leader to Leader Program shall receive a payment in the amount of \$2,500.00. Administrators receiving who leave the District's employment, for any reason, prior to 2 years from the date they received such payment shall be required to repay the \$2,500 payment to the District.

ARTICLE IX

INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below. The District will make the NJ School Employees Direct 10 PPO (SEHBP), NJ School Employees Direct 15 PPO, NJ Educators Health Plan (NJEHP) and Garden State Health Plan (GSHP) available to all unit members on a voluntary basis. For employees covered under Chapter 78, The Board shall make contributions up to the New Jersey Direct 10 Level as defined by carrier and in cases where appropriate for family-plan, registered domestic partnership, or civil union insurance coverage subject to the following exceptions/conditions. A member may enroll in any insurance plan during an open enrollment period, or due to a qualifying event, to enroll in single, parent/children, employee/spouse, or family coverage. For all eligible Chapter 44 employees hired after July 1, 2020 there will be no change in coverage according to NJ Statute. All employees

will be able to choose any plan available to them under the SEHBP, NJEHP and the Garden State plan subject to New Jersey State Law.

1. Terms of participation in the SEHBP, NJEHP and Garden State plan will be subject to State law and SEHBP rules and regulations.
 2. New hires temporarily replacing people on medical, maternity and/or other leaves shall be given individual employee health coverage in accordance with a waiting period which shall be defined as a period of time which ends on the first day of the calendar month following 60 days of active service. However, such employees will be allowed to receive spouse, family, registered domestic partner, or civil union, parent/children, employee/spouse, or family coverage by contributing for that portion of the premium coverage.
 3. All employees shall be eligible to enroll in single, parent/children, employee/spouse, or family coverage subject to payment of premiums by the Board. Employees are responsible for premium contributions as set forth in Paragraph H. below.
 4. For each full time employee as defined by carrier who is in the employ of the Board, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30.
 5. Employees shall be eligible to receive vision benefits as set forth in the VSP Choice Plan in effect on August 19, 2011. Employees are responsible for premium contributions as set forth in Paragraph H. below.
 6. Provisions of the health care insurance program shall be detailed in master policies and contracts provided by the health care carrier. The plan benefits shall include oral contraceptives, individual dental maximum per year is \$2000, and orthodontic benefits up to \$1000 per person (this is a lifetime benefit).
- B. The prescription co-pay for 2023-2024, 2024-2025, 2025-2026, and 2026-2027 will be the following for Direct 10 Members - \$3.00 for generic and \$10.00 for brand name prescriptions (one (1) month supply); Mail Order: \$5.00 for generic and \$15.00 for brand name prescriptions (three (3) month supply).
- C. 1. Single employee In Network Total Out of Pocket Maximum (Copay + Coinsurance) for the Direct 10 Plan shall be \$400 per year.

2. Full family, registered domestic partner, or civil union In Network Total Out of Pocket Maximum (Copay + Coinsurance) for the Direct 10 Plan shall be \$1,000 per year.

D. Employee Dental

Single deductible \$50, Family, registered domestic partner, or civil union deductible \$100. The employee dental plan shall be 80/20.

- E. The Board shall establish a Section 125 Plan and bear the cost of the administration of the Section 125 Plan.
- F. Subject to the limitations of the SEHBP, the Board shall offer an annual payment for “opt-out” for all medical benefits as follows: \$4,000.00 for family coverage opt-out and \$2,500.00 for single coverage opt-out. For the purposes of this Agreement “opt-out” means the employee waives all health insurance coverage provided by the Board and is not covered, nor become covered in that year, under a spouse’s State-provided health insurance plan.
- G. The Board shall offer an annual payment for “opt-down” for employees who select either the Open Access Managed Choice POS (Formerly Direct Access) or the Open Access Elect Choice (Formerly Advantage EPO) plan as their insurance plan rather than the Aetna Open Access Managed Choice POS (Formerly PPO) plan, as follows:

Open Access Managed Choice POS
(Formerly Direct Access) Plan:

\$1,100.00 for family coverage opt-down
and \$550.00 for single coverage opt-down.

Open Access Elect Choice
(Formerly Advantage EPO) Plan:

\$2,200.00 for family coverage opt-down
and \$1,100.00 for single coverage opt-down.

This annual opt-down payment shall be made to employees on a prorated basis for the months the employee has opted down from the Aetna Open Access Managed Choice POS (Formerly PPO) plan to a less expensive plan option offered by the Board. As all aspects of the opt-down benefit set forth in this section are subject to State law and SEHBP rules and regulations which do not permit such incentive payments, the benefits set forth in this Section G shall be suspended while the District is a member of the SEHBP.

- H. Employees shall contribute an amount toward payment of premiums at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 20%. For example, if an employee is currently paying at a rate of 35% of the cost of premium for family insurance benefits, a 20% reduction would result in a new rate of 28% for that employee.

J. Additionally, the Board shall continue the current Disability Insurance plan.

ARTICLE X

VACATIONS

All Twelve month employees shall be entitled to 20 vacation days each year to be taken in the months of July and August, unless permission is granted by the Superintendent for these days to be used at other times.

ARTICLE XI

LEGAL ASSISTANCE

In addition to giving full legal support to each MTSAA member in matters resulting from the discharge of his or her duties (Save Harmless), the Board of Education shall also give the same legal support to any MTSAA member who becomes the victim of an assault while in the performance of his or her duties.

ARTICLE XII

SEPARATION FROM SERVICE

When an administrator who has gained tenure leaves his position in Monroe Township for any reason, he shall receive a lump sum based on the following formula:

$(1/4 \times SL) \times (1/240 \times CS)$

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

The above provision applies only to administrators employed prior to September 1, 1993. For tenured administrators employed after September 1, 1993 and through June 30, 2011, the sick leave payment shall be calculated as set forth above, but shall be limited to no more than \$14,000 (fourteen thousand dollars). For tenured administrators employed after June 30, 2011, the sick leave payment shall be calculated as set forth above, but shall be limited to no more than \$14,000 (fourteen thousand dollars) and shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement.

A. Accumulated sick leave payouts for members will be treated as a non-elective employer contribution. Upon termination of employment, the lump sum payment described in this Article (see formula/amount above) shall be contributed on behalf of a member as a non-elective employer contribution to a contract the member owns as part of a plan maintained by the Board (TAX DEFERRED ANNUITY PLAN), as described in the Internal Revenue Code §403(b), as such law may change from time to time. The Board and

the Association agree that current law provides that non-elective employer contributions do not show up on box one of W-2 forms and are not subject to FICA taxes. The Board and the Association further agree that: (i) a member may not elect to receive, in lieu of such non-elective employer contribution, a cash payment from the Board for supplemental compensation; and (ii) a non-elective employer contribution will not be made on behalf of a member following the month in which such member dies. Contributions to a member's 403(b) account can be made for up to five years after he or she has left service.

- B. A member who dies during his/her term of contract shall have payment for the unused (pro-rated) vacation days given to his/her estate at a rate of 1/240th of his/her last contracted salary.
- C. A member who resigns or retires during the contract year shall receive a pro-rated payment of his/her vacation days at the rate of 1/240th of his/her contracted salary.

ARTICLE XIII

ADMINISTRATORS' LEAVE BENEFITS

- A. All certificated administrators employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year. Sick leave days and personal days not used during the year shall be accumulative as sick leave days. Other temporary non-accumulative leave of absence with full pay shall be approved each school year as follows:
 - 1. Time necessary for appearances in any legal proceeding connected with the administrator's employment, except in the case of the administrator bringing suit against the Board.
 - 2. Up to five (5) days at any time in the event of the death of an administrator's spouse, child, parent, brother, sister, aunt, uncle, parent-in-law, registered domestic partner, civil union partner, or in the event of the death of a parent of an employee's civil union partner, or any other member of the immediate household.
 - 3. Up to two (2) days at any one time in the event of the death of an administrator's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the immediate family.
 - 4. Bereavement leave of absence shall be taken commensurate to the time of death of the relative and it must begin prior to or on the day of interment of the relative, unless interment occurs during a school recess. Bereavement leave of absence must be taken on consecutive workdays, except when it is taken on non-consecutive workdays between death and interment of the relative. A bereavement leave of absence which is begun prior to a school recess shall not continue after the school recess. For this purpose, a school recess shall be defined as a period of at least one

week during which school is in recess. There is no allowance for bereavement leave if the employee is already out on paid or unpaid leave.

5. Additional bereavement leave may be granted at the discretion of the Superintendent.
- B. The need to overextend any leave shall result in the deduction of 1/240ths of his/her annual salary. However, the Board of Education, upon the recommendation of the Superintendent, at any time may grant leaves without loss of pay.

ARTICLE XIV

LONGEVITY

Members shall be entitled to longevity benefits, as follows:

2023-2027

10 or more consecutive years	\$1,500
15 or more consecutive years	\$1,750
20 or more consecutive years	\$2,000
25 or more consecutive years	\$3,000
30 or more consecutive years	\$3,750

Longevity shown is placed above the salary amount.

ARTICLE XV

DOCTORAL DEGREE AND MA+30 COMPENSATION

All members of the Association who have earned or will earn their Doctorate degree during the term of this Agreement shall receive an annual educational salary differential of \$7,500. All members of the Association who have completed or will complete an additional 30 credits beyond their Master's degree (MA+30) shall receive an annual educational salary differential of \$4,350. The credits must be earned through a college or university that has been accredited by an accrediting agency approved by the United States Department of Education for the area being studied in order to receive either of the aforementioned educational salary differentials. Eligible Administrators may receive only one of the annual salary differential payments set forth in this article.

ARTICLE XVI

PAYMENT FOR OVERNIGHT EDUCATIONAL PROGRAMS

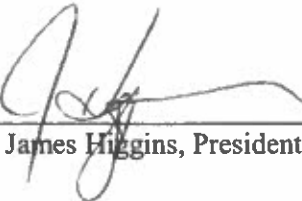
Members who participate in overnight education programs with the approval of the Superintendent shall be compensated at the rate of \$119 per night.

ARTICLE XVII

SEVERABILITY

The parties agree that if any Court or administrative agency declares any portion of this Agreement unenforceable, the remaining portions shall be fully enforceable.

For: Monroe Township School Administrators Association



Dr. James Higgins, President

8/21/23

Date

Witness:

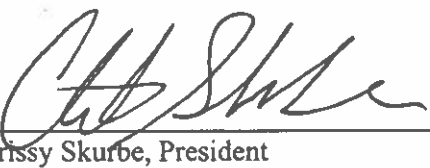


Dr. Kelly Roselle, Vice-President

8/21/23

Date

For: Monroe Township Board of Education



Chrissy Skurbe, President

8/21/23

Date

Attest:



Laura Allen, CPA
Business Administrator

8/21/23

Date

Appendix A

The parties mutually agree that should negotiations for a successor agreement to this Agreement not be completed prior to June 30, 2027, unit members shall have their salary “frozen” at the June 30, 2027 rate and shall continue to receive the same salary received on June 30, 2027 until such time as negotiations for a successor contract are completed and both parties have ratified the agreement.

Members shall be entitled to retroactive compensation should this contract expire prior to ratification of the next. This compensation will be issued to all members within 45-days of ratification of the new contract.

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
		3.00%	3.25%	3.25%	3.35%
HS Principal					
Higgins, Kevin	\$ 152,593.52	\$ 157,171.33	\$ 162,279.39	\$ 167,553.47	\$ 173,166.52
MS Principal					
Higgins, James	\$ 144,350.00	\$ 148,680.50	\$ 153,512.62	\$ 158,501.78	\$ 163,811.59
ES Principals					
Ackerman-Garcia, Pamela	\$ 129,000.00	\$ 132,870.00	\$ 137,188.28	\$ 141,646.89	\$ 146,392.06
Cetta, Orsolina	\$ 133,000.00	\$ 136,990.00	\$ 141,442.18	\$ 146,039.05	\$ 150,931.35
Dinsmore, Patricia	\$ 136,376.28	\$ 140,467.57	\$ 145,032.76	\$ 149,746.33	\$ 154,762.83
Graziano, Dawn	\$ 121,722.41	\$ 125,374.08	\$ 129,448.74	\$ 133,655.82	\$ 138,133.29
Mahoney, Erinn	\$ 136,376.28	\$ 140,467.57	\$ 145,032.76	\$ 149,746.33	\$ 154,762.83
Sidler, Scott	\$ 136,200.00	\$ 140,286.00	\$ 144,845.30	\$ 149,552.77	\$ 154,562.78
HS AP's					
Calella, Giuseppe	\$ 120,245.94	\$ 123,853.32	\$ 127,878.55	\$ 132,034.60	\$ 136,457.76
Cernansky, James	\$ 136,558.62	\$ 140,655.38	\$ 145,226.68	\$ 149,946.55	\$ 154,969.75
Collins, Michael	\$ 117,313.12	\$ 120,832.51	\$ 124,759.57	\$ 128,814.26	\$ 133,129.53
Weiss, Theresa	\$ 111,660.32	\$ 115,010.13	\$ 118,747.96	\$ 122,607.27	\$ 126,714.61
MS AP's					

Smith, Patricia	\$ 109,667.94	\$ 112,957.98	\$ 116,629.11	\$ 120,419.56	\$ 124,453.61
Lurie, Eric	\$ 102,587.00	\$ 105,664.61	\$ 109,098.71	\$ 112,644.42	\$ 116,418.01
Francis, Kristie	\$ 105,500.00	\$ 108,665.00	\$ 112,196.61	\$ 115,843.00	\$ 119,723.74

ES AP's

Fidura, Magdalena	\$ 105,938.14	\$ 109,116.28	\$ 112,662.56	\$ 116,324.10	\$ 120,220.95
Jacoutot, William	\$ 115,219.88	\$ 118,676.48	\$ 122,533.46	\$ 126,515.80	\$ 130,754.08
Nguyen, Mary Katherine	\$ 96,681.00	\$ 99,581.43	\$ 102,817.83	\$ 106,159.41	\$ 109,715.75

Directors

Ruela, Marietta	\$ 154,146.03	\$ 158,770.41	\$ 163,930.45	\$ 169,258.19	\$ 174,928.34
Morolda, Zachary	\$ 143,800.00	\$ 148,114.00	\$ 152,927.71	\$ 157,897.86	\$ 163,187.43
Barandica, Steven		\$ 114,418.89	\$ 118,137.50	\$ 121,976.97	\$ 126,063.20

K-12 Supervisors

Arcaro, Anthony	\$ 106,583.00	\$ 109,780.49	\$ 113,348.36	\$ 117,032.18	\$ 120,952.76
Critelli, Michele	\$ 154,234.89	\$ 158,861.94	\$ 164,024.95	\$ 169,355.76	\$ 175,029.18
Drust, Danielle	\$ 113,939.76	\$ 117,357.95	\$ 121,172.09	\$ 125,110.18	\$ 129,301.37
Gasko, Susan	\$ 130,848.49	\$ 134,773.94	\$ 139,154.10	\$ 143,676.61	\$ 148,489.77
McCloud, Samantha	\$ 127,054.50	\$ 130,866.14	\$ 135,119.28	\$ 139,510.66	\$ 144,184.27
Roselle, Kelly	\$ 130,848.49	\$ 134,773.94	\$ 139,154.10	\$ 143,676.61	\$ 148,489.77
Snyder, Yale		\$ 109,780.49	\$ 113,348.35	\$ 117,032.17	\$ 120,952.74

HS Principal

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
Minimum	120,798.00	124,421.94	124,421.94	124,421.94	124,421.94
Maximum	178,028.07	183,368.91	183,368.91	183,368.91	183,368.91

MS Principal

Minimum	115,941.00	119,419.23	119,419.23	119,419.23	119,419.23
Maximum	166,926.33	171,934.12	171,934.12	171,934.12	171,934.12

Elem. Principal						
	Minimum	111,086.00	114,418.58	114,418.58	114,418.58	114,418.58
	Maximum	161,466.58	166,310.58	166,310.58	166,310.58	166,310.58
HS Assistant Prin						
	Minimum	107,062.00	110,273.86	110,273.86	110,273.86	110,273.86
	Maximum	159,627.87	164,416.71	164,416.71	164,416.71	164,416.71
MS Assistant Prin						
	Minimum	102,587.00	105,664.61	105,664.61	105,664.61	105,664.61
	Maximum	146,653.78	151,053.39	151,053.39	151,053.39	151,053.39
Elem Assistant Prin						
	Minimum	96,681.00	99,581.43	99,581.43	99,581.43	99,581.43
	Maximum	130,540.32	134,456.53	134,456.53	134,456.53	134,456.53
K-12 Supervisors						
	Minimum	106,583.00	109,780.49	109,780.49	109,780.49	109,780.49
	Maximum	156,790.06	161,493.76	161,493.76	161,493.76	161,493.76
Directors						
	Minimum		114,418.89	114,418.89	114,418.89	114,418.89
	Maximum		166,310.58	166,310.58	166,310.58	166,310.58
Longevity	10 years = \$1500					
	15 years = \$1750					
	20 years = \$2000					
	25 years = \$3000					
	30 years = \$3750					
MA+30	\$4350					
Doctorate	\$7500					

The parties acknowledge and agree that Marietta Ruela, Zachary Morolda, and Michele Critelli are exempt from the minimum and maximum guide.

Exhibit I

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District Policy

1643 - FAMILY LEAVE

Section: Administration
 Date Created: April 2021
 Date Edited: April 2021

[See POLICY ALERT No. 222]

1643 FAMILY LEAVE

The Board of Education will provide family leave to staff members in accordance with the New Jersey Family Leave Act (NJFLA) and the Federal Family and Medical Leave Act (FMLA). These laws have similar and different provisions that provide different rights and obligations for a staff member and the Board.

If a staff member is eligible for leave for reasons recognized under both the FMLA and NJFLA, then the time taken shall run concurrently and be applied to both laws. The NJFLA provides twelve weeks leave in a twenty-four month period and the FMLA provides twelve weeks leave in a twelve month period.

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

"Base Hours" means the hours of work for which a staff member receives compensation. Base hours shall include overtime hours for which a staff member is paid additional or overtime compensation, and hours for which a staff member receives workers' compensation benefits. Base hours shall also include hours a staff member would have worked except for having been in military service. Base hours do not include hours for when a staff member receives other types of compensation, such as administrative, personal leave, vacation, or sick leave.

"Child" means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

"Eligible employee" means any individual employed by the same employer for twelve months or more, who has worked 1,000 or more base hours during the preceding twelve month period.

"Employer" includes the State, any political subdivision thereof, and all public offices, agencies, boards, or bodies.

"Family member" means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to a staff member, and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

"Health care provider" means a duly licensed health care provider or other health care provider deemed appropriate by the Director of the Division on Civil Rights in the New Jersey Department of Law and Public Safety.

"Parent" means a person who is the biological parent, adoptive parent, foster parent, resource family parent, step-parent, parent-in-law, or legal guardian, having a "parent-child relationship" with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition which requires:

- a. Inpatient care in a hospital, hospice, or residential medical care facility; or
- b. Continuing medical treatment or continuing supervision by a health care provider.

As used in the definition of a serious health condition, "continuing medical treatment or continuing supervision by a health care provider" means:

- a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

- (1) Treatment two or more times by a health care provider; or

- (2) Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;
- b. Any period of incapacity due to pregnancy, or for prenatal care;
- c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- d. A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke, or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

"Spouse" means a person to whom a staff member is lawfully married as defined by New Jersey law.

"State of emergency" means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

2. Reasons for NJFLA Leave

- a. A staff member may take NJFLA leave to provide care made necessary by reason of:
 - (1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;
 - (2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;
 - (3) The serious health condition of a family member of the staff member; or
 - (4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:
 - (a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;
 - (b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or
 - (c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.

3. Staff Member Eligibility

- a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be unpaid with benefits subject to contributions required to be made by the staff member.
- b. A staff member is eligible for NJFLA leave if a staff member is employed by the same Board for twelve months or more, and has worked 1,000 or more base hours during the preceding twelve month period.
- c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be a "rolling" twenty-four month period measured backward from the date a staff member uses any leave under NJFLA.
- d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.

- (1) If the Board transitions to another method, the Board is required to give at least sixty days' notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.
 - e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.
 - f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.
 - (1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.
4. Types of NJFLA Leave
- a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.
 - (1) Staff members must provide the Board written notice after submitting oral notice in emergent circumstances.
 - b. Consecutive NJFLA leave is NJFLA leave that is taken without interruption based upon a staff member's regular work schedule and does not include breaks in employment in which a staff member is not regularly scheduled to work.
 - (1) A staff member must provide the Board with notice of consecutive NJFLA leave no later than thirty days prior to the commencement of consecutive NJFLA leave, except where emergent circumstances warrant shorter notice.
 - (2) A staff member shall provide the Board with certification pursuant to A.5. below.
 - c. Intermittent NJFLA leave is NJFLA leave due to a single qualifying reason, taken in separate periods of time, broken up by periods in which the staff member returns to work.
 - (1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.
 - (a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLA benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.
 - (b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the Board and, if possible, provide the Board, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken.
 - (c) A staff member shall provide the Board with certification for intermittent NJFLA leave pursuant to A.5.b. below.
 - (2) The staff member is entitled to take intermittent NJFLA leave for the serious health condition of a family member of the staff member when medically necessary if:
 - (a) The total time which the intermittent NJFLA leave is taken does not exceed twelve months if taken in connection with a single serious health condition. If the intermittent NJFLA leave is taken in connection with more than one serious health condition, the intermittent NJFLA leave must be taken within a consecutive twenty-four month period or until such time the twelve week NJFLA leave is exhausted, whichever is shorter;
 - (b) The staff member provides the Board with prior notice of not less than fifteen calendar days before the first day on which benefits are paid for the intermittent NJFLA leave
 - (i) The staff member may provide notice less than fifteen days prior to the intermittent NJFLA leave if an emergency or other unforeseen circumstance precludes prior notice;
 - (c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and

- (d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.
 - (3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:
 - (a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;
 - (b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and
 - (c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.
 - (4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:
 - (a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;
 - (b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;
 - (c) A staff member shall make a reasonable effort to schedule intermittent NJFLA leave on a reduced leave schedule so as not to disrupt unduly the operations of the school district. A staff member shall provide the school district with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and
 - (d) A staff member must provide the Board with a copy of the certification outlined in A.5.c. below.
 - d. NJFLA leave taken because of the birth or placement for adoption of a child of the staff member may commence at any time within a year after the date of the foster care placement, birth, or placement for adoption.
 - e. A staff member shall not, during any period of NJFLA leave, perform services on a full-time basis for any person for whom a staff member did not provide those services immediately prior to commencement of the NJFLA leave.
 - (1) A staff member on NJFLA leave may not engage in other full-time employment during the term of the NJFLA leave, unless such employment commenced prior to the NJFLA leave and is not otherwise prohibited by law.
 - (2) During the term of NJFLA leave a staff member may commence part-time employment which shall not exceed half the regularly scheduled hours worked for the Board from whom a staff member requested NJFLA leave. A staff member may continue part-time employment which commenced prior to a staff member's NJFLA leave, at the same number of hours that a staff member was regularly scheduled prior to such NJFLA leave.
 - (3) The Board may not maintain a policy or practice which prohibits part-time employment during the course of a NJFLA leave
5. Certification
- a. The Board shall require a staff member who requests NJFLA leave to sign a form of certification established by the Board attesting that such staff member is taking NJFLA leave in accordance with the law.
 - (1) The Board may not require a staff member to sign or otherwise submit a form of certification attesting to additional facts, including a staff member's eligibility for NJFLA leave.
 - (2) The Board may subject a staff member to reasonable disciplinary measures, depending on the circumstances, when a staff member intentionally misrepresents the reason that such staff member is taking NJFLA leave.
 - (3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to

sign the certification established by the Board may be denied the requested NJFLA leave.

- (4) The Board requires that any period of NJFLA leave be supported by certification issued by a health care provider.
 - b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.
 - c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:
 - (1) The date, if known, on which the serious health condition commenced;
 - (2) The probable duration of the condition;
 - (3) The medical facts within the knowledge of the provider of the certification regarding the condition;
 - (4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;
 - (5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;
 - (6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and
 - (7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.
 - d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.
 - e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:
 - (1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;
 - (2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or
 - (3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.
 - f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.
6. Denial or Exemption of NJFLA Leave
- a. Denial of NJFLA Leave
 - (1) The Board may deny NJFLA leave to a staff member if:

- (a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;
 - (b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and
 - (c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.
 - (2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.
 - (3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.
7. Reinstatement from NJFLA Leave
- a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.
 - b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.
8. Notice to Staff Members
- a. The Board shall display the official Family Leave Act poster of the Division on Civil Rights in the New Jersey Department of Law and Public Safety (Division) in accordance with N.J.A.C. 13:8-2.2. The poster is available for printing from the Division's website.
 - b. Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to N.J.A.C. 13:14-1.14.
9. Local Board of Education Practices
- a. Accrued Paid NJFLA Leave
 - (1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.
 - (a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.
 - b. Multiple Leaves of Absence
 - (1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.
10. New Jersey Family Leave Insurance Program (NJFLI)
- a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.
 - b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.
 - c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school

district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.

- d. A printed notification of staff members' rights relative to the receipt of benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.
- e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.
 - (1) The written notification may be transmitted to the staff member in electronic form.
 - (2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

"Covered Employer" means any public or private elementary or secondary school(s) regardless of the number of employees employed.

"Employee" means a staff member eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

"Hours of Service" means hours actually worked by the employee. It does not mean hours paid. Thus, non-working time – such as vacations, holidays, furloughs, sick leave, or other time-off (paid or otherwise) – does not count for purposes of calculating FMLA eligibility for the employee.

"Parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to a staff member when a staff member has a son or daughter as defined below. This term does not include parents "in law."

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider. "Serious health condition" may include treatment of substance abuse pursuant to 29 CFR §825.119.

"Son" or "daughter" means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage.

"Week" or "Workweek" means the number of days a staff member normally works each calendar week.

2. Qualifying Reasons for FMLA Leave

- a. A staff member may take FMLA leave to provide care made necessary:
 - (1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;
 - (2) For the placement of a son or daughter with a staff member for adoption or foster care;
 - (3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;
 - (4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.
- b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.
- c. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster care shall expire at the end of the twelve month period beginning on the date of such birth or placement.

3. Staff Member Eligibility

- a. A staff member is eligible for up to twelve weeks of FMLA leave in a twelve month period.
- b. A staff member shall become eligible for FMLA leave after the staff member has been employed at least twelve months by the Board and employed for at least 1,250 hours of service during the twelve month period immediately preceding

the commencement of the FMLA leave.

- (1) The twelve months a staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b).
 - (2) The minimum 1,250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785.
 - (3) The Board shall not provide pay for FMLA leave.
- c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave.
- d. Pursuant to 29 CFR §825.201, a husband and wife both employed by the Board are limited to a combined total of twelve weeks of FMLA leave during the twelve month period if the FMLA leave is taken for the birth of a son or daughter of a staff member or to care for such son or daughter after birth; for placement of a son or daughter with a staff member for adoption or foster care or in order to care for the son or daughter after placement; or to care for a staff member's parent with a serious health condition.

4. Types of FMLA leave

- a. Continuous FMLA leave is taken by staff members for a continuous period of time. Such FMLA leave is not broken up by a period of work and is continuous when a staff member is absent for three consecutive working days or more. Continuous FMLA leave may be taken for any qualifying reason.
- b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced FMLA leave schedule is a FMLA leave schedule that reduces a staff member's usual number of working hours per workweek, or hours per workday. A reduced FMLA leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.
- (1) Intermittent or reduced FMLA leave may be taken for the following qualifying reasons:
- (a) For the serious health condition of the staff member or to care for a parent, son, or daughter with a serious health condition.
 - (i) For intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule taken for the reason outlined in B.4.b.(1)(a) above there must be a medical need for FMLA leave and it must be that such medical need can be best accommodated through an intermittent or reduced FMLA leave schedule.
 - (ii) The treatment regimen and other information described in the certification of a serious health condition and in the certification of a serious injury or illness, shall address the medical necessity of intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule.
 - (iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.
 - (b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.
 - (c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.
 - (d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.
 - (e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.
 - (i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.
- (2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a

reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.

- (3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.

- (a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.

- (b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

5. Staff Member Notice Requirements

- a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.

- (1) If thirty days is not practical, a staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.

- (2) Where it is not possible to give as much as thirty days' notice, "as soon as practical" ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes known to a staff member.

- (3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.

- (4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.

- (a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.

- (5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.

- (a) A staff member and the Board shall attempt to work out a schedule for such FMLA leave that meets a staff member's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider.

- (6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

- b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.

- (1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.

- (2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.

6. Outside Employment During FMLA Leave

- a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.

- (1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.

- (2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.

7. "Instructional Employees" Exceptions for FMLA Leave

- a. "Instructional Employees" are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.
 - (1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.
 - (2) For purposes of this Policy "Instructional Employees" shall be referred to as "Instructional Staff Members".
- b. "Semester" means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.
- c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.
- d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:
 - (1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.
- e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.
- f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
 - (1) The FMLA leave will last three weeks; and
 - (2) A staff member would return to work during the three-week period before the end of the semester.
- g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
 - (1) The FMLA leave will last more than two weeks; and
 - (2) The staff member would return to work during the two week period before the end of the semester.
- h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if the FMLA leave will last more than five working days.
- i. An example of FMLA leave falling within the situations outlines in B.7.f., B.7.g., and B.7.h. above:
 - (1) If a staff member plans two weeks of FMLA leave to care for a family member which will begin three weeks before the end of the term, the Board could require a staff member to stay out on FMLA leave until the end of the term.
- j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.

k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:

- (1) The Board shall be required to maintain a staff member's group health insurance; and
- (2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.

8. FMLA Leave Related to Military Service

a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.

b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:

- (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

c. Military caregiver FMLA leave provides care for a covered servicemember with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:

- (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.

9. Verification

a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.

- (1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.

b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.

- (1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.
- (2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.

c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:

- (1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
- (2) The approximate date on which the serious health condition commenced, and its probable duration;
- (3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.
 - (a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;
- (4) If a staff member is the patient, information sufficient to establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;
- (5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;
- (6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition, information sufficient to establish the medical

necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;

- (7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the frequency and duration of the episodes of incapacity; and
 - (8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.
- d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.
 - (1) It is a staff member's responsibility to provide the Board with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.
 - e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.
 - (1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Board.
 - f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.

10. Reinstatement Following FMLA Leave

- a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
 - (1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.
 - (2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms and conditions of employment does not extend to de minimis, intangible, or unmeasurable aspects of the job.
- b. Denial of Reinstatement
 - (1) A staff member has no greater right to reinstatement or to other benefits and conditions of employment than if a staff member had been continuously employed during the FMLA leave period.
 - (a) The Board must be able to show that a staff member would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.
 - (2) The Board may deny job restoration to "key employees", if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Board.
 - (a) A "key employee" is a salaried FMLA-eligible staff member who is among the highest paid ten percent of all staff members employed by the Board within seventy-five miles of a staff member's worksite.
 - (3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, a staff member has no right to restoration to another position under the FMLA.
 - (a) The Board's obligation may, however, be governed by the Americans with Disabilities Act, State leave law, or workers' compensation laws.
 - (4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.
- c. Intent to Return to Work
 - (1) The Board may require a staff member on FMLA leave to report periodically on a staff member's status and intent to return to work.

d. Fitness for Duty Certification

- (1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.
- (2) A staff member has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process.

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

- (1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.
 - (a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.
 - (b) The poster and the text will be large enough to be easily read and contain fully legible text.
 - (c) Electronic posting is sufficient to meet this posting requirement as long as it otherwise meets the requirements of B.11.
- (2) The Board shall also provide this general notice to each staff member by including the notice in staff members' handbooks or other written guidance to staff members concerning staff member benefits or FMLA leave rights, if such written materials exist, or by distributing a copy of the general notice to each new staff member upon hiring. In either case, distribution may be accomplished electronically.
- (3) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to 29 CFR §825 et seq.

b. Eligibility Notice

- (1) When a staff member requests FMLA leave, or when the Board acquires knowledge that a staff member's FMLA leave may be for an FMLA-qualifying reason, the Board must notify the staff member of the staff member's eligibility to take FMLA leave within five business days, absent extenuating circumstances.

c. Designation Notice

- (1) The Board is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to a staff member. The Board must notify a staff member whether the leave will be designated and will be counted as FMLA leave within five business days absent extenuating circumstances.
- (2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.

12. Local Board of Education Practices

a. Substitution of Paid Leave

- (1) Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable.

b. Maintenance of Staff Member Benefits

- (1) The Board must maintain a staff member's coverage under any group health plan on the same conditions as coverage would have been provided if a staff member had been continuously employed during the entire FMLA leave period.

C. Shared Provisions

1. Interference with Family Leave Rights

The NJFLA and the FMLA prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the NJFLA and the FMLA nor discouraged from the use of family leave.

2. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend a staff member's employment beyond the expiration of his/her employment contract.

3. Record Keeping

The Superintendent or designee shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave so a staff member's entitlement to NJFLA leave and FMLA leave can be properly determined.

4. Processing of Complaints

a. New Jersey Family Leave Act

- (1) Any complaint alleging a violation of the NJFLA shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

b. Federal Family and Medical Leave Act (FMLA)

- (1) If there is a dispute between the Board and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the Superintendent or designee. Such discussions and the decision shall be documented by the Superintendent or designee.
- (2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.
- (3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

29 CFR §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1;
N.J.S.A. 34:11B et seq.
N.J.A.C. 13:14-1 et seq.

Adopted: April 26, 2021



Michael A. Pattanite Jr., Esq. - Attorney ID#019212010
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Surendra Vallabhaneni,

Complainant,

v.

Dr. Chari Chanley, Superintendent and Monroe
Township Board of Education,

Respondent.

BEFORE THE SCHOOL ETHICS
COMMISSION
DOCKET NO. C09-24

VERIFICATION

I, Dr. Chari Chanley of full age, hereby certifies and states:

1. I am the named Respondent in the above matter, and Superintendent of Monroe Township Board of Education. I have reviewed the Position Statement and certify that the information contained herein is truthful and accurate to the best of my abilities. This certification is made under the penalty of perjury. I have been entrusted with the defense of the within matter and as such, I am fully familiar with the facts stated herein. I make this Certification in support of the defendant's motion entering Summary Judgment and dismissing the Plaintiff's Complaint, with prejudice.

2. These statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

By:

Dr. Chari Chanley

Dr. Chari Chanley

Dated: February 29, 2024

Michael A. Pattanite Jr., Esq. - Attorney ID#019212010
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Surendra Vallabhaneni,

Complainant,

v.

Dr. Chari Chanley, Superintendent and Monroe
Township Board of Education,

Respondent.

BEFORE THE SCHOOL ETHICS
COMMISSION
DOCKET NO. C09-24

CERTIFICATION OF EXHIBITS

I, MICHAEL A. PATTANITE JR. of full age, hereby certifies and states:

1. I am an Attorney at Law of the State of New Jersey and a member of the firm of Lenox, Socey, Formidoni, Giordano, Lang, Carrigg & Casey LLC, attorneys for Respondents, Dr. Chari Chanley and the Monroe Township Board of Education. I have been entrusted with the defense of the within matter and as such, I am fully familiar with the facts stated herein. I make this Certification in support of the respondent's written statement.

2. The following are truthful and accurate copies of the original documents:

Exhibit A	August 16, 2023 Board Meeting Minutes
Exhibit B	November 15, 2023 Board Meeting Minutes
Exhibit C	December 6, 2023 Board Meeting Minutes
Exhibit D	Decision on Motion to Dismiss in C12-23
Exhibit E	Superintendent Contract 2022-2025
Exhibit F	Superintendent contract 2024 to 2028.

Exhibit G Department of Education Approval for Superintendent Contract

Exhibit H MTSAA Collective Bargaining Agreement

Exhibit I Policy 1643 Family Leave

3. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

LENOX, SOCEY, FORMIDONI, GIORDANO,
LANG, CARRIGG & CASEY LLC
Attorneys for Respondents, **Dr. Chari Chanley and
Monroe Township Board of Education**

By: *Michael A. Pattanite Jr.*
Michael A. Pattanite Jr., Esq.

Dated: February 29, 2024

Before the School Ethics Commission
Docket No.: C09-24
Decision on Probable Cause

Surendra Vallabhaneni,
Complainant

v.

Chari Chanley,
Monroe Township Board of Education, Middlesex County,
Respondent

I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on February 1, 2024, by Surendra Vallabhaneni (Complainant), alleging that Chari Chanley (Respondent), Superintendent of the Monroe Township Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A. 18A:12-21 et seq.* More specifically, the Complaint avers that Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* in Counts 1 through 3. On March 1, 2024, Respondent filed a Written Statement.

The parties were notified by correspondence dated July 16, 2024, that the above-captioned matter would be discussed by the Commission at its meeting on July 23, 2024, in order to make a determination regarding probable cause. Following its discussion on July 23, 2024, the Commission adopted a decision at its meeting on August 27, 2024, finding that there are sufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* were violated in Counts 1 and 3, but insufficient facts and circumstances to lead a reasonable person to believe that *N.J.S.A. 18A:12-24(a)* (Counts 1 through 3), *N.J.S.A. 18A:12-24(b)* (Count 2) and/or *N.J.S.A. 18A:12-24(c)* (Count 2) were violated. Based on its finding of probable cause, the Commission voted to transmit the remaining allegations in the above-captioned matter to the Office of Administrative Law (OAL) for a hearing.

II. Summary of the Pleadings

A. *The Complaint*

In Count 1, Complainant states that Respondent is the Superintendent of the Monroe Township School District (District) and her spouse is employed by the Board as a Social Studies teacher. According to Complainant, since becoming “permanent,” Respondent has “recommended and approved actions related to her” spouse’s employment. More specifically, Complainant asserts on August 16, 2023, November 15, 2023, December 6, 2023, and January

17, 2024, Respondent recommended her spouse to provide home instruction to students in need, and he received additional compensation. Complainant further asserts Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* because she recommended her spouse provide home instruction for additional compensation.

In Count 2, Complainant maintains that on August 16, 2023, Respondent “recommended professional development for herself to attend” a summit in Florida in December 2023. Further, on January 17, 2024, Respondent also recommended a professional development for herself to attend the New Jersey Association of School Administrators TechSpo in Atlantic City in January 2024. Complainant notes that professional development “comes with costs to the district, reimbursements to the employee and other personal benefits.” Complainant further notes that an Open Public Records Act (OPRA) request was submitted for a “copy of all paid trainings taken by [Chanley] for year 2023,” including “certificates of completion, proof of completion, payments [and] requests for training.” According to Complainant, the District replied to the OPRA request on January 31, 2024, noting that it had “no responsive records.” Complainant asserts that Respondent is required to submit a written request to attend professional developments, as well as evidence that the training/professional development was completed. Complainant further asserts that “it appears that the school district approved reimbursement for [Respondent’s] trip to Florida . . . without requiring her to submit a written request to have professional development there.” Further, Complainant maintains the District does not have any evidence to demonstrate that Respondent “underwent professional development” in Florida, which gives the impression that the trip was “essentially a tax-payer funded vacation.” Complainant contends Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* because she recommended professional development for herself.

In Count 3, Complainant states that Respondent’s spouse reports to the Supervisor of Science and Social Studies (Supervisor), as well as the principal and acting principal of the school. Complainant maintains that on August 16, 2023, October 18, 2023, and November 15, 2023, Respondent “recommended professional development for her husband’s [S]upervisor.” In addition, on November 15, 2023, and January 17, 2023, Respondent “recommended leaves of absence for” the principal, and on November 15, 2023, Respondent recommended that the vice principal serve as the acting principal, both of whom have direct oversight over her spouse. Complainant asserts Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)* because she recommended employment matters of her spouse’s supervisors to the Board.

B. *Written Statement*

As to Count 1, Respondent argues that the Board did not take action to approve Respondent’s spouse for any position on any of the named dates. According to Respondent, her spouse’s name “only appears on the Board Meeting Minutes under the Superintendent’s Report,” which indicates that it was information provided to the Board, not that the Board took action. In addition, Respondent notes that “the exact same issue presented in Count [1] involving the same parties and identical claims has already been submitted to and dismissed by the Commission.

Regarding Count 2, Respondent maintains that it is a "contractual right, not a stipend payment" to attend professional development and the professional development was previously agreed upon by the Board and accepted by the New Jersey Department of Education (NJDOE). Respondent further maintains she did not obtain an additional benefit or unwarranted privilege. Moreover, Respondent asserts that "there is no subordinate within the District that can serve in a position to recommend professional development for the Chief School Administrator" and once again, even if the allegation was accepted as true, "recommending approval of a contractual obligation of the Board, and a contractual right of the Superintendent cannot violate" the Act.

As to Count 3, Respondent notes, once again, that professional development is a contractual obligation of the Board. In addition, approving medical leave is a statutory obligation of the Board once the employee's request for leave is approved by the appropriate medical personnel. Respondent maintains the approval of the acting principal to fill the role of the principal who was approved for medical leave, is an obligation "solely directed to the Superintendent of the district by statute." Respondent further maintains there is not another "employee within the district that could recommend the acting principal both by statute and that would not be evaluated ultimately or supervised by the Superintendent."

III. Analysis

This matter is before the Commission for a determination of probable cause pursuant to *N.J.A.C. 6A:28-9.7*. A finding of probable cause is not an adjudication on the merits but, rather, an initial review whereupon the Commission makes a preliminary determination as to whether the matter should proceed to an adjudication on the merits, or whether further review is not warranted. Pursuant to *N.J.A.C. 6A:28-9.7(a)*, probable cause "shall be found when the facts and circumstances presented in the complaint and written statement would lead a reasonable person to believe that the Act has been violated."

Alleged Violations of the Act

Complainant submits that, based on the conduct more fully detailed above, Respondent violated *N.J.S.A. 18A:12-24(a)*, *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(c)*. These provisions of the Act state:

- a. No school official or member of his immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest;
- b. No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;
- c. No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might

reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family;

To credit a violation of *N.J.S.A.* 18A:12-24(a), Complainant must provide sufficient factual evidence that Respondent, or a member of her immediate family, has an interest in a business organization, or engaged in any business, transaction, or professional activity which was in substantial conflict with the proper discharge of her duties in the public interest.

In order to credit a violation of *N.J.S.A.* 18A:12-24(b), Complainant must provide sufficient factual evidence that Respondent used or attempted to use her official position to secure an unwarranted privilege, advantage or employment for herself, members of her immediate family, or “others.”

To credit a violation of *N.J.S.A.* 18A:12-24(c), Complainant must provide sufficient factual evidence that Respondent acted in her official capacity in a matter where she, or a member of her immediate family, had a direct or indirect financial involvement that might reasonably be expected to impair her objectivity, or in a matter where she had a personal involvement that created some benefit to her, or to a member of her immediate family.

Count 1

In Count 1, Complainant contends that Respondent violated *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) by recommending her spouse to provide home instruction to students in need, resulting in additional compensation, on August 16, 2023, November 15, 2023, December 6, 2023, and January 17, 2024. Respondent argues that the Board did not take action to approve Respondent’s spouse for any position at any of the named Board meetings, and that his name only appears in the minutes under Superintendent’s Report, indicating it was information provided to the Board, and not that the Board took action. In addition, Respondent notes that “the exact same issue” was previously dismissed in another matter before the Commission.

After review, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(a) was violated. The Complaint fails to demonstrate how Respondent’s spouse’s employment as a teacher in the District rises to the level of an “interest in a business organization” or that Respondent engaged in any “business, transaction or professional activity” that was in substantial conflict with her duties as Superintendent. Respondent’s husband’s employment as a teacher does not, on its own, substantially conflict with Respondent’s ability to discharge the duties of her position. Accordingly, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation of *N.J.S.A.* 18A:12-24(a) in Count 1.

However, following its assessment, the Commission finds that there are sufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) were violated. At the

outset, the Commission notes it does not appear “the exact same issue” was previously decided by the Commission in C12-23. In that case, the allegation was that the Assistant Superintendent recommended stipend positions for Respondent’s spouse, but that they still appeared in the Superintendent’s Report on the Board meeting agendas. *Vallabhaneni v. Chanley, Monroe Township Board of Education, Middlesex County*, Docket No. C12-23, Decision on Motion to Dismiss, August 22, 2023. The Commission dismissed the allegation because “the semantics of how items are placed on the Board’s agenda do not demonstrate that Respondent approved matters concerning her husband” and the facts demonstrated that the Assistant Superintendent was responsible for approving personnel matters concerning Respondent’s spouse. *Ibid.* In this matter, the allegations are not the same and Respondent has not set forth the same argument.

Nevertheless, in *Vallabhaneni v. Chanley, Monroe Township Board of Education, Middlesex County*, Docket No. C12-23, January 23, 2024, in finding a violation of the Act for recommending the reappointment of Respondent’s child for the position of substitute teacher, the Commission explained:

In [*Advisory Opinion A13-20 (A13-20)*], the Commission issued clear and unequivocal guidance that a Superintendent would violate the Act by recommending a family member for a promotion, and that while such action may not violate the Nepotism policy, it does not relieve a school official of their ethical obligations pursuant to the Act. The Commission noted that “there is no question that the public would perceive” the promotion of a family member “as securing an unwarranted privilege, advantage or employment” for the family member, which “create[s] a justifiable impression among the public that their trust was being violated.” Additionally, the Commission made clear that a promotion is not the only employment action that a Superintendent may not make involving a family member, stating that as the Superintendent supervises all staff in the District, he or she “must recuse [himself or herself] from any and all discussions” regarding the family member’s employment, “including [the] evaluation, retention, and possible future promotions,” and the Superintendent “may not make any recommendations relative to these issues.” A13-20 (emphasis added).

As such, if Complainant can prove that Respondent, rather than an Assistant Superintendent, recommended any action item related to her spouse’s employment, including for home instruction, then Respondent may have used or attempted to use her official position to secure an unwarranted privilege, advantage or employment for her spouse, and a violation of *N.J.S.A. 18A:12-24(b)* may be substantiated in Count 1. Additionally, if Complainant can establish that Respondent, rather than an Assistant Superintendent, recommended any action item related to her spouse’s employment, including for home instruction, then Respondent may have acted in her official capacity in a matter where she or her spouse has a direct or indirect financial or personal involvement that might reasonably be expected to impair her objectivity or

independence of judgment or provide a benefit to her or her spouse, and a violation of *N.J.S.A.* 18A:12-24(c) may be supported in Count 1.

Count 2

In Count 2, Complainant asserts that Respondent violated *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) when she recommended professional development, for herself, in Florida and Atlantic City, as it comes with costs to the District. Complainant further asserts that Respondent did not submit written requests to the Board and/or certifications of completion for her trainings, despite receiving reimbursement. Respondent maintains that it is a contractual right, not a stipend payment to attend professional development, and it was also previously approved by the Board and the NJDOE.

Based on its review, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b) and/or *N.J.S.A.* 18A:12-24(c) were violated. Professional development for a Superintendent is generally an item negotiated into their contract, which Respondent contends is the case here. Additionally, the Commission notes that as Respondent reports directly to the Board, she is permitted to address the Board and seek approval for items pertaining to her own employment, such as professional development. To the extent that Complainant alleges that Respondent did not submit requests to attend training in writing or proof of completion of her trainings, the Commission notes that such requirements are a matter of Board governance, over which it does not have jurisdiction. Accordingly, the Commission finds that Respondent has not engaged in a business, transaction, or professional activity which is in substantial conflict with her duties, secured an unwarranted privilege, advantage or employment for herself, or acted in her official capacity in a matter where she has an interest that might be reasonably be expected to impair her objectivity or create a benefit to her. Consequently, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation(s) of *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) in Count 2.

Count 3

In Count 3, Complainant contends that Respondent violated *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) by recommending professional development for her spouse's supervisor and a leave of absence for the principal of the school where her spouse works, and appointing the vice principal of the school where her spouse works to the position of acting principal during the principal's absence. Respondent counters that professional development is a contractual obligation, approving medical leave is a statutory obligation of the Board, and that she is solely directed by statute to fill the role of principal.

After review, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(a) was violated. The Complaint fails to establish how Respondent's alleged conduct involved an "interest in a business organization" or that Respondent engaged in any "business, transaction or professional activity" that was in substantial conflict with her duties as

Superintendent. Therefore, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation of *N.J.S.A.* 18A:12-24(a) in Count 3.

However, following its assessment, the Commission finds that there are sufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) were violated. The Commission notes that a school official who has an immediate family member employed by the District must always abstain from involvement in any and all matters pertaining to the family member, or any person who has supervisory authority over the family member, regardless of whether the involvement may be described as ministerial, as it will create a justifiable impression among the public that the school official is using his/her position to obtain an unwarranted privilege, advantage, or employment for him/herself, an immediate family member, or others. See *I/M/O Deborah Anderson, High Point Regional Board of Education, Sussex County*, Docket No. C45-19, August 30, 2021. As such, if Complainant can demonstrate that Respondent was involved in any employment decision regarding anyone with supervisory authority over Respondent's spouse, it may appear that she or her spouse secured an unwarranted privilege, advantage or employment, and a violation of *N.J.S.A.* 18A:12-24(b) may be substantiated in Count 3. Additionally, if Complainant can demonstrate that Respondent was involved in any employment decision regarding anyone with supervisory authority over Respondent's spouse, it may appear to a reasonable member of public that Respondent acted in her official capacity in a matter where her spouse had a direct or indirect financial or personal involvement that may impair Respondent's judgment or create a benefit to her or her spouse, and a violation of *N.J.S.A.* 18A:12-24(c) may be supported in Count 3.

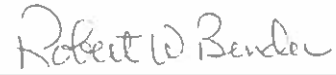
IV. Decision

In accordance with *N.J.S.A.* 18A:12-29(b), and for the reasons detailed herein, the Commission hereby notifies Complainant and Respondent that there are sufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) were violated in Counts 1 and 3, but insufficient facts and circumstances to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(a) (Counts 1 through 3), *N.J.S.A.* 18A:12-24(b) (Count 2) and/or *N.J.S.A.* 18A:12-24(c) (Count 2) were violated.

Pursuant to *N.J.A.C.* 6A:28-9.8(a)(1) and *N.J.A.C.* 6A:28-9.8(a)(2), where the Commission finds probable cause to credit any allegations of prohibited acts (*N.J.S.A.* 18A:12-24), and where the material facts are not admitted by Respondent or where the Commission otherwise determines necessary, Complainant and Respondent shall be advised that the matter is being transmitted to the OAL for a hearing to be conducted pursuant to the Uniform Administrative Procedure Rules (*N.J.A.C.* 1:1 et seq.). The hearing shall be limited to those allegations which the Commission found probable cause to credit. Complainant and Respondent are thus notified that this Complaint shall be transmitted to the OAL for a hearing. *N.J.S.A.* 18A:12-29(b).

Additionally, Complainant shall no longer be a party to the Complaint. Where the Commission finds probable cause and transmits a Complaint to the OAL, the attorney for the

Commission shall prosecute those allegations in the Complaint for which the Commission found probable cause to credit. *N.J.A.C. 6A:28-9.8(a)(2)*.



Robert W. Bender, Chairperson

Mailing Date: August 27, 2024

***Resolution Adopting Decision
in Connection with C09-24***

Whereas, at its meeting on July 23, 2024, the School Ethics Commission (Commission) considered the Complaint and the Written Statement submitted in connection with the above-referenced matter; and

Whereas, at its meeting on July 23, 2024, the Commission discussed finding that the facts and circumstances presented in the Complaint and Written Statement would lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(c) were violated in Counts 1 and 3; and

Whereas, at its meeting on July 23, 2024, and pursuant to *N.J.A.C.* 6A:28-9.8(a)(1) and *N.J.A.C.* 6A:28-9.8(a)(2), the Commission discussed transmitting the within matter to the Office of Administrative Law for a hearing; and

Whereas, at its meeting on August 27, 2024, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on July 23, 2024; and

Now Therefore Be It Resolved, that the Commission hereby adopts the decision and directs its staff to notify all parties to this action of its decision herein.



Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on August 27, 2024.



Brigid C. Martens, Director
School Ethics Commission



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
P.O. Box 049
Trenton, NJ 08625-0049

OAL Docket. No.: EEC 12577-2024 S

Agency Ref. No.: C09-24

Transmitting Agency: School Ethics Comm.

Filing Date: September 06, 2024

Chanley, Chari/Monroe BOE, Middlesex Co. I/M/O

Notice of
Filing

Nature of proceeding:

The Commission found probable cause that NJSA 18A:13-24(b) and NJSA 18A:12-24(c) were violated in Counts 1 and 3.

This case was received by the Office of Administrative Law (OAL) on the above filing date and given the docket number above. You will receive another notice informing you of the date and location of the hearing. Please refer to the docket number in any correspondence and have the docket number available if you call the OAL at 609-689-4034.

The rules controlling the hearing, including discovery, motions, and other pre-hearing and post-hearing procedures, are found in N.J.A.C. 1:1-1 et. seq. These rules can be accessed through a link on the Office of Administrative Law's website: www.state.nj.us/oal. (see the "Rules" section under the Rules tab). Additional information about the hearing process is also on the website. (see the "Hearing" section under the Hearing tab).

Parties may represent themselves, may be represented by an attorney, or in some cases, may be represented by qualified nonlawyers. The standards for nonlawyer representation are in N.J.A.C. 1:1-5.4 et. seq. Nonlawyer representatives must submit a Notice of appearance/application on an OAL form at least 10 days before the hearing. Forms are available from the OAL clerk or on the OAL website (see "Notice of Appearance/Application under the Forms tab).

September 11, 2024
Date

Deputy Clerk, OAL



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
P.O. Box 049
Trenton, NJ 08625-0049

SERVICE LIST
OAL DOCKET NO. EEC 12577-2024 S

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