

AGENDA

MAY 3, 2022 - 3:30 p.m.

CALL TO ORDER

Adequate notice of this meeting was given in compliance with the Open Public Meetings Act PL 1975 by the following means: copies posted in Borough Hall, Monmouth Beach School Website and advertised in the Asbury Park Press

PLEDGE OF ALLEGIANCE

ROLL CALL

Mrs. Dolan _____	Dr. Sasso _____	Mr. Dudick _____
Mr. Marowitz _____	Mrs. Andrews _____	Mrs. Kay _____
Mr. Decker _____	Mr. Vecchio _____	Mrs. King _____

EXECUTIVE SESSION

BE IT RESOLVED that pursuant to the Open Public Meetings act of 1975, the board is now going into Executive Session to discuss matters relating to:

- Matters rendered confidential by state or federal law
- Personnel: conduct interviews for the Superintendent position
- Appointment of a public official
- Matters covered by Attorney/Client Privilege
- Pending or anticipated litigation
- Pending or anticipated contract negotiations
- Protection of the safety or property of the public
- Matters which would constitute an unwarranted invasion of privacy
- Matters in which the release of information would impair a right to receive funds from the United States Government
- Matters concerning collective negotiations and/or the negotiations of terms and conditions of employment of employees of the Board of Education
- Possible imposition of a civil penalty or suspension
- Evaluation of Superintendent.

Minutes of this executive session will be maintained and at such time as their confidentiality is no longer required, they will be released to the public. The Board should be in executive session for approximately 5 hours. Formal action may be taken when the meeting is reconvened.

FINANCE

A. BE IT RESOLVED to approve the contract with Bayada Nursing Services for the Camp Bernie field trip taking place on May 24, 2022 - May 26, 2022 as listed on **ATTACHMENT 1**.

PERSONNEL

A. To approve the following non tenured certified staff and steps for the 2022-2023 school year as per the MBTA approved salary guide

STEP	LAST NAME	FIRST NAME
MA Step 15	Cavanaugh	Meaghan
BA Step 5	Ciaglia	Danielle
MA Step 5	Gervolino	Karina
BA Step 10-11	Gordon	Jade
MA Step 1-2	Kiamie	Julie
MA Step 7	Knight	Emily
MA Step 3-4	LaValle	Michele
MA Step 1-2	MacKay	Courtney
BA Step 3-4	Mitchell	Brianne
MA Step 1-2	Olsen	Emily
BA Step 1-2	Turner	Mary Alyce

B. To approve the following tenured certified staff and steps for the 2022-2023 school year as per the MBTA approved salary guide.

STEP	LAST NAME	FIRST NAME
MA Step 12-13	Bowlby	Rianne
BA Step 16	Brown	Barbara
MA Step 12-13	Clark	Jessica
BA Step 14	Deininger	Erin
MA Step 8 ****	DePalma	Nicole
MA Step 10-11	Freglette	Tina
BA Step 15	Gallo	Lori
BA Step 14	Kammerer	Michael
MA Step 8	Kammerer	Rachel
MA Step 16	LoPiccolo	Dina
BA Step 20 (**Long. + ***Off Guide)	Mahoney	Dorothy
BA Step 12-13	Marino	Debra
MA Step 12-13	Maxcy	Alexandria
MA + 30 Step 10-11	McMahon	Alison
BA Step 10-11	Murray	Jaclyn
BA Step 12-13	Pennell	Tracy
MA Step 20 (**Long.+ ***Off Guide)	Pietz	Nancy

BA Step 9	Poznak	Kory
BA Step 9	Rossi	Emily
MA Step 20 (**Long.)	Sheridan	Kara
MA + 30 Step 20	Silakowski	Doreen
MA + 30 Step 20	Sullivan	Denise
MA Step 20 (.20)	Tuzzo	Debra
MA Step 16	Vaccarelli	Meghan
BA Step 17	Vastano	Jason
BA Step 19	Vincelli	Peter
MA Step 20 (.60)	Zayko	Cynthia

**Longevity (20 yrs = \$1,000, 25 yrs = \$2,000 and 30 yrs = \$3,000)
*** Off Guide
**** Receiving tenure on September 2, 2022

C. To approve the following 12 month unaffiliated personnel contracts from July 1, 2022 through June 30, 2023 as follows:

Employee	2022-2023 Salary
Amanda Mergner, Administrator of Academic Achievement/Supervisor of Special Services	\$103,000.00
Dawn Fichera, Superintendent's Secretary	\$61,624.00
Kathleen Costello. School Secretary/Substitute Caller	\$60,539.00
Robert Seidel, Head Custodian	\$63,898.00
Joseph Morizio, Custodian	\$46,072.00

D. To approve Christopher Aviles, MBS' Technology and Innovation Specialist, non tenured, certified 10 month personnel contract from September 1, 2022 through June 30, 2023 in the amount of \$87,550.00.

E. To approve the part time Instructional Aides for the 2022-2023 school year as follows:

Instructional Aide	2022-2023 Hourly Rate
Diane Bettinger	\$21.33
Michele Leite	\$19.25
Susan Balina	\$20.91
Kathleen Darby	\$20.91
Jessica Doehner	\$20.91

ADJOURNMENT

Mission Statement

Our mission is to create lifelong leaders and contributors who will successfully meet the challenges of the 21st century. The goal of the school is to teach behaviors which help create and maintain a positive learning environment, to use teaching techniques which recognize that students have different learning styles and multiple intelligences, and to teach students to become independent thinkers and learners. Our students will all achieve the NJ Core Curriculum Content Standards as they strive to maintain a "tradition of excellence." Quality education for all students is a constant objective.

CONTRACT FOR "FIELD TRIP" NURSING SERVICE

This AGREEMENT is made and entered into this 2nd day of May 2022, by **BAYADA Home Health Care, Inc.**, with a service office located at 1151 Broad Street, Suite 303-304, Shrewsbury, NJ 07702 (hereinafter referred to as **BAYADA**) and **Monmouth Beach School District** located at 7 Hastings Place, Monmouth Beach, NJ 07750 (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for a nurse to provide basic nursing care to its students.

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) who shall hold a current license, registration or certification to practice in the State of New Jersey and shall provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurse who is providing on site services. The contents of such file will include:
1. Verification of current licensure or certification as applicable; and
 2. Completed application for employment or resume; and
 3. Verified references; and
 4. Evidence of annual performance evaluation; and
 5. A criminal record check, conducted upon hire, if required by state law; and
 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
 7. Completed and Verified NJ Sexual Misconduct/Child Abuse Disclosure forms.
 8. Attestation of employee or vaccination or exemption status where applicable.
- C. Service. **BAYADA** shall provide an RN to **SCHOOL** per **SCHOOL**'s request. The RN will provide basic nursing services to **SCHOOL**'s students currently attending a Field Trip to YMCA Camp Bernie, Port Murray, NJ. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- D. Place of Performance. **BAYADA** will provide services primarily during a **SCHOOL** field trip to YMCA Camp Bernie, Port Murray, NJ during an overnight trip. **SCHOOL** acknowledges

and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees which may give rise to liability under this Agreement.

2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

F. Indemnification. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

I. Equal Opportunity Employment. **BAYADA** agrees to comply with the New Jersey state requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, and the Americans with Disabilities Act, where applicable, during the performance of this Agreement and will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. **BAYADA** will provide required reports as requested.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to any and all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction

of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure.

- D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.
- E. Employment Status. **SCHOOL** understands and agrees that the RN is an employee of **BAYADA**, and **SCHOOL** will not attempt to solicit the RN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- G. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$75.00/hour for RN services provided under this Agreement. **SCHOOL** will be responsible for additional payment for the following:
*Lodging – individual room for the nurse for duration of trip. *3 meals per day for the nurse. **SCHOOL** must provide **BAYADA** a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.
- B. **BAYADA** shall forward to **SCHOOL** an itemized bill on a weekly basis.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on May 24, 2022 and will remain in effect through May 26, 2022. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
 - 1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: _____

Date: _____

 Kimberly Anders
 Director
Signing with authority for
BAYADA Home Health Care, Inc.

 Signature, Name and Title
Signing with authority for
Monmouth Beach School District