

**KINNELON BOARD OF EDUCATION
REGULAR MEETING
KINNELON HIGH SCHOOL AUDITORIUM
6:30 P.M.
MARCH 1, 2023**

MINUTES

The Regular Meeting of the Kinnelon Board of Education was held on Wednesday, March 1, 2023 at 6:30 P.M. in the Kinnelon High School Auditorium.

I. OPENING OF THE MEETING BY THE PRESIDENT

Mrs. Jean Donaldson, Board President, called the meeting to order at 6:30 and read the Meeting Notice.

The New Jersey Open Public Meetings Law was enacted to ensure the right of the public to have advance notice of and to attend the meetings of public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provision of the act, the Kinnelon Board of Education has caused notice of this meeting to be published in the Suburban Trends on January 22, 2023, posted in the Kinnelon Public Library, filed with the Borough Clerk and posted on the District web site.

II. ROLL CALL

PRESENT	Mrs. Jean Donaldson, Board President Mr. Michael Petruccelli, Vice President Mr. Jonathan Eisenmenger Mrs. Dana Leonard Mr. Carl Myers Mrs. Kelly Parrella Mrs. Jennifer Portman
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ABSENT	None
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ALSO PRESENT	Kerry A. Keane, Business Administrator/Board Secretary David C. Mango, Superintendent
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MOTION BY MR. PETRUCCELLI, SECONDED BY MRS. PARRELLA TO BREAK INTO EXECUTIVE SESSION AT 6:31 P.M. MOTION CARRIED BY ROLL CALL VOTE WITH ALL PRESENT VOTING IN FAVOR.

- Pearl R. Miller
 - STEM Night, Pennies for Puppies (Seeing Eye Dogs), 7th Grade Canteen and meeting for 5 year plan took place.
- Kinnelon High School
 - Congratulations to Track and Bowling
 - Swimming, Boys and Girls Champions
 - "Wedding Singer" is the Spring play

VII. SUPERINTENDENT'S UPDATE

1. Pillars of Character, second marking period, Mark Mongon
2. Stonybrook Business Club Recognition, Neil Schechtman and Dawn Uttel
3. Emergency Response Protocol, David Doty and Scott Leiter
4. District Update
 - a. 2023-2024 Calendar
 - b. KEA Sidebar agreement
 - c. KEA Thank You
 - d. Student Safety Data Report
5. 2022-2023 District Goals Update

VIII. COMMITTEE REPORTS

- A. Finance, Facilities and Security
(Mrs. Donaldson, Chair)
 - Met in February and spoke about the Labor contract, RFP for the Law Firm, Sisco building updates and security enhancements.
- B. Personnel and Negotiations
(Mr. Petruccelli, Chair)
 - Revised Job Descriptions, Interim Director of Curriculum and Instruction and the school calendar
- C. Education and Student Activities
(Mrs. Parrella, Chair)
 - Instructional Technology, Research chromebooks, Allied Health Program and Full Day Kindergarten
- D. Policy
(Mr. Eisenmenger, Chair)
 - Meeting was canceled
- E. Delegates
 1. New Jersey School Boards Association
(Mr. Petruccelli)
 2. Morris County School Boards Association
(Mrs. Leonard)
 - Shared best practices
 3. Legislative Representative
(Mr. Eisenmenger)
 - Dealt with mental health alternative certification for Teachers

6. **Bill List**

- a. Be it resolved, that the Kinnelon Board of Education approve the Bill List-File Reference 22/23 - 8.

Student Activity Account (Fund 95)

Total Disbursements paid by check #95012423
Covers actual Ck#10573 thru Ck#10597 \$14,648.32
(previously reported on reg Bill List for Jan 24)

Cafeteria Account (Fund 60)

Total Disbursements paid by
check #1302 thru #1305 \$108,741.07

Agency Account (Fund 91)

Total Disbursements paid by ck #91348
#91783, #911755 thru #911779, #911781 thru #911783
and #913145 thru #913147 \$1,229,195.14

- b. Be it resolved, that the Kinnelon Board of Education approve the Bill List - File Reference 22/23-6A.

Total Disbursements paid by Computer
Check # \$

Total Disbursements paid by
Hand Check #700123022 \$2,904.15

Total Disbursements paid by EFT # 999840
thru # 999843 \$1,330,046.14

Total Disbursements for December 30, 2022 \$1,332,950.29

- c. Be it resolved, that the Kinnelon Board of Education approve the Bill List - File Reference 22/23-7A.

Total Disbursements paid by Computer
Check # \$

Total Disbursements paid by
Hand Check #70013023 \$2,904.15

Total Disbursements paid by EFT # 999849
thru # 999855 \$1,649,568.48

Total Disbursements for January 31, 2023 \$1,652,472.63

- d. Be it resolved, that the Kinnelon Board of Education approve the Bill List - File Reference 22/23-8.

applying for reimbursement, the district received a total of \$1,462, far less than the estimated revenue projected by the Department of Education.

- Based on the above evidence, the district will have fewer than 40 Medicaid eligible classified students for the 2023-2024 school year. Efforts to participate in SEMI will not provide a cost benefit to the district based on the revenue projection formula. As such, I recommend that we request a waiver of the SEMI requirements for the 2023-2024 school year.

10. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves **David Baron and Safari Solutions** as **Technology Consultants** for the district, effective March 1, 2023 through June 30, 2023 at no cost to the board.

11. Be it resolved, that the Kinnelon Board of Education approve **Cornell, Merlino, McKeever & Osborne, LLC, Board Attorney and Negotiator** for 2023 at an approximate annual cost of \$70,000 effective April 1, 2023 through December 31, 2023.

MOTION BY MR. PETRUCCELLI, SECONDED BY MRS. PORTMAN, TO APPROVE ITEMS # 1 THROUGH #11 AS PRESENTED. MOTION CARRIED BY ROLL CALL VOTE WITH ALL PRESENT VOTING IN FAVOR.

B. PERSONNEL AND NEGOTIATIONS COMMITTEE
(Mr. Petruccelli - Chair, Mrs. Donaldson, Mrs. Portman)

Agenda Items #1 through #36 represents the Personnel and Negotiations Committee's recommendations. They were voted upon as a group.

1. Be it resolved that the Kinnelon Board of Education approve the following **Resolution:**

WHEREAS, the District and Kinnelon Education Association have negotiated a Sidebar Agreement to address a change in staff reporting requirements for the 2023-2024 school year as set forth in the Collective Negotiations Agreement between the parties for the period of July 1, 2022 through June 30, 2025; and

IT IS HEREBY RESOLVED this 1st day of March, 2023 that upon the recommendation of the Superintendent, the Board approves the Sidebar Agreement (attached hereto as **(Personnel and Negotiations Attachment A)**) and authorizes the Board President to execute the Agreement on behalf of the Kinnelon Board of Education; and it is

9. The Kinnelon Board of Education, upon the recommendation of the Superintendent, revises the extended appointment of **Jodi Mulholland** as Interim Director of Curriculum, Instruction and Assessment, from March 1, 2023 through April 27, 2023.
10. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the appointment of **Laurel Osterman** to the position of **Leave Replacement 1st Grade Teacher**, at a salary of B.A. Degree, Step 1, \$58,812(prorated) at Kiel School, effective on or about March 2, 2023 through June 30, 2023.

ADDITIONAL ASSIGNMENTS

11. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the appointment of **Amanda Trombetta** to the position of **District Test Coordinator**, from April 27, 2023 through June 30, 2023.
12. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the appointment of **Mark Mongon** to the position of **District Affirmative Action Officer**, from April 27, 2023 through June 30, 2023.
13. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves payment to the following part time staff members, to attend the **Professional Development Day** over their regular contracted day on March 6, 2023, for the following hours and hourly rate:

Name	School	Additional Hours	Contracted Hourly Rate	Total Payment Due
Cathleen McKenna	SB	2.00	\$74.55	\$ 149.10
Melissa Mezzadri	Kiel	2.00	\$49.43	\$ 98.86
Casey Pelak	SB	2.00	\$45.82	\$ 91.64
Stacey Poulas	Kiel	2.00	\$70.55	\$ 141.10
Nicole Quinn	Kiel	2.00	\$74.55	\$ 149.10
Kathryn Talbot	SB	2.00	\$59.19	\$118.38

14. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves payment to **Brittany Nagy**, Stonybrook school nurse, to attend a meeting outside of her contracted hours, on March 1, 2023, for one hour at the hourly rate of \$58.81.

rescinds the appointment of **Philip Beskid**, Custodian at Kinnelon High School, effective February 15, 2023.

APPOINTMENTS

25. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves a contract change for **Matthew Fontaine** from **Part-time Custodian** to **Full-time Custodian** at Kinnelon High School, at a salary of \$39,936(prorated), Step 2 of the Custodian/Maintenance Guide, plus \$1,031 Boilers Licenses stipend (prorated) effective retroactively to January 30, 2023 through June 30, 2023.
26. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the appointment of **Travis Hemmerich** to the position of **Full Time Custodian** at Kinnelon High School at a salary of \$39,536(prorated), Step 1 of the Custodian/Maintenance Guide, effective on or about March 15, 2023 through June 30, 2023. This action is pending a successful completion of all required criminal background checks and approval by the New Jersey Department of Education.
27. The Kinnelon Board of Education, upon the recommendation of the Interim Superintendent, approves the appointment of **Natalia Babets** to the position of **Full-time Paraprofessional** at Stonybrook, 6.66 hours per day, at a rate of \$22.26 per hour (Step 1 of the Paraprofessional Guide), effective on or about March 6, 2023 through June 30, 2023. This action is pending a successful completion of all required criminal background checks and approval by the New Jersey Department of Education.
28. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the transfer of **David Nunez** from **Stonybrook School** to **Kiel School** effective February 6, 2023.
29. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the transfer of **Heather Cornett** from **Kiel School** to **Stonybrook School** effective February 6, 2023.

ADDITIONAL ASSIGNMENTS

30. The Kinnelon Board of Education, upon recommendation of the Superintendent, approves payment to **Joseph Reed**, Custodian at Stonybrook, of a \$1,031 (prorated) Boilers Licenses stipend, effective February 1, 2023 through June 30, 2023.
31. The Kinnelon Board of Education, upon recommendation of the Superintendent, approves payment to **Jill Bobinski**, Paraprofessional at Kiel

1. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the following **clinical interns** for the 2022-2023 school year:

Name	College/ University	Observation Hours	School	Teacher	Date
Joseph Rybak	County College of Morris	20 hours	KHS	Matt Arroyo	Spring 2023
Heather Dempsey	County College of Morris	8 hours	SB	Jackie Gesualdo, Mary Kay Catalano, Laura Gennat, Susan Hill, David Nash, Karren Melfi, Cathleen McKenna, Samantha Lenihan	Spring 2023
Alina Okun	Centenary University	4 hours observation	SB	Joanne Vanderclock	Spring 2023

2. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves **Gloria Kosco Tile & Pottery** to run **Pinch Pottery** workshops at Kiel and Stonybrook Schools for a total cost of \$5,347.50, including supplies to be paid from **ESSER Funds**.

Kiel	March 14, 2023 through March 17, 2023
Stonybrook	March 27, 2023 through March 31, 2023

3. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the updated **Curriculum** for Biology Honors at Kinnelon High School.

Discussion: Mrs. Leonard does not recall discussing this as it occurred prior to the new board members.

4. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves payment to **Lisa Kiley-Kelly** for **Multisensory Training** on the following teacher inservice days, January 16, January 31 and March 6, 2023, at Stonybrook School, for a total of 8.5 hours of planning time at an hourly rate of \$58.81.
5. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the following **Field Trips** for the 2022-2023 school year:

MOTION BY MRS. PARRELLA, SECONDED BY MRS. LEONARD TO TABLE ITEM #3 AS PRESENTED.
MOTION CARRIED BY ROLL CALL VOTE WITH ALL PRESENT VOTING IN FAVOR.

MOTION BY MR. PETRUCCELLI, SECONDED BY MR. EISENMENGER TO APPROVE ITEMS #1 AND #2 AND #4 THROUGH #8 AS PRESENTED. MOTION CARRIED BY ROLL CALL VOTE WITH ALL PRESENT VOTING IN FAVOR.

D. POLICY COMMITTEE
(Chair - Mr. Eisenmenger, Mrs. Leonard, Mr. Myers)

Agenda Items #1 through #6 represents the Policy Committee's recommendation. They were voted upon as a group.

1. The Kinnelon Board of Education, upon the recommendation of the Superintendent, accepts the **Student Safety Data System Report** for the reporting period of July 1, 2022 through December 31, 2022, as per **Policy Attachment A**.
2. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the **2023-2024 School Calendar** as per **Policy Attachment B**:
3. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the following Policies for the **second reading and adoption** as per **Policy Attachment C**:

P 0164 Conduct of Board Meeting (Revised)
P 0155 Board Committees (Revised)

4. The Kinnelon Board of Education, upon the recommendation of the Superintendent, approves the **second reading and adoption** of the following Policies & Regulations:

Policies:

P 0152 Board Officers (Revised)
P 0161 Call, Adjournment, and Cancellation (Revised)
P 0162 Notice of Board Meetings (Revised)
P 2423 Bilingual and ESL Education (M) (Revised)
P 2425 Emergency Virtual or Remote Instruction Program (M)
(Revised)
P 5200 Attendance (M) (Revised)
P 5512 Harassment, Intimidation, or Bullying (M) (Revised)
P 8330 Student Records (M) (Revised)
P 8140 Student Enrollments (M) (Revised)

XV. BOARD MEMBER COMMENTS

Mr. Eisenmenger – Thank you for the snow day! Everything that has been accomplished in the last 128 days. Congratulations to the Athletes and their accomplishments.

Mrs. Leonard – Thank you for bringing students to be a part of the Board Meetings.

Mr. Myers – Thanks for inviting the students to be a part of the Board Meetings. Mr. Mango sends a lot of information to the Board Members to keep them up to date.

Mrs. Parrella – Emergency Response Plan worked great for the snow day. Thank you for recognizing the students.

Mrs. Portman – Echoes everyones thoughts. Stonybrook Business Club. Communication has increased.

Mr. Petruccelli – Thank you to Mr. Leiter and their responses. Thank you to all the Kinnelon staff.

Mrs. Donaldson – Hockey made it to the States! We set a lot of goals and many have already been accomplished.

XVI. ADJOURNMENT

MOTION BY MRS. PARRELLA SECONDED BY MR. PETRUCCELLI TO ADJOURN THE MEETING AT 8:55 P.M. MOTION CARRIED BY VOICE VOTE WITH ALL PRESENT VOTING IN FAVOR.

MEETING ADJOURNED.

Respectfully Submitted,

Kerry A. Keane
Board Secretary

REIMBURSEMENT OF EXPENSES MARCH 1, 2023 BOARD MEETING

LOC	LAST	FIRST	WORKSHOP	WORK SHOP DATE	REGIS.	LODG.	MEALS	MILEAGE	TRAVEL/ AIR/RAIL	PARKING TOLLS/ OTHER	MAXIMUM TOTAL
1	PRM	McClain	Tara	Restorative Justice	3/28/23			\$ 25.38			\$ 25.38
2	PRM	Diaz	Ana	Foreign Language Educators of New Jersey	3/17/23	\$200.00					\$ 200.00
3	ADM	Travaille	Madelaine	JSHS Symposium (Rutgers University)	2/27/23			\$ 48.41			\$ 48.41
4	ADM	Travaille	Madelaine	NJECC Educational Technology Conference	3/7/23-3/8/23	\$215.00		\$ 23.97			\$ 238.97
5	ADM	Mulholland	Jodi	NJECC 37th Annual New Jersey Educational Technology Conference	3/8/23	\$110.00					\$ 110.00
6	PRM	Kelly	Lisa	Wait 4 - Dyslexia Screener	1/23/23						\$ -
7	KIEL	Baskinger	Rebecca	Dan Clark Lesson Observations	3/28/23 & 5/19/23						\$ -
8	KHS	Finke	Stephanie	Women's Sports Providing Young Females Opportunities	2/1/23						\$ -
9	KHS	Horn	Leslie	NJCEC Annual Spring Conference Paid by Title IIA funds	3/13/23	\$160.00					\$ 160.00
10	KHS	Comitto	Melissa	Practical Strategies for Addressing Grammar in Today's Communicative World Language Classroom, grades 6-12	3/15/23	\$279.00					\$ 279.00
11	ADM	Sappio	Hannah	NJECC 2023 Annual Educational Technology Conference Paid by Title IIA funds	3/7/23-3/8/23	\$215.00					\$ 215.00
12	PRM	McClain	Tara	2-Day Anxiety Certification Course: Integrate CBT and Exposure & Response Prevention for Treatment of GAD, Panic Disorder, OCD, Social Anxiety & Phobias	2/16/23-2/17/23						\$ -
13	SB	Bosch	Nancy	NJECC Conference Paid by Title IIA funds	3/8/23	\$110.00					\$ 110.00
14	KHS	Sassaman	Jenny	NJECC Conference Paid by Title IIA funds	3/7/23-3/8/23	\$215.00		\$ 7.05			\$ 222.05
15	ADM	Uffel	Dawn	NJECC Conference Paid by Title IIA funds	3/8/2023	\$110.00					\$ 110.00
16	PRM	Battaglia	Shelley	NJECC Conference Paid by Title IIA funds	3/8/2023	\$110.00					\$ 110.00
17	ADM	Arroyo	Matthew	2023 AP US History Reading	5/26/23-6/8/23						\$ -
18	HS	George	Jenny	AP Reader	6/1/23-6/9/23						\$ -
19	PRM	Buesser	Michael	I&RS Team Training	3/1/2023	\$178.00					\$ 178.00
20											\$ -

PERSONNEL AND NEGOTIATION ATTACHMENT A

**Sidebar Agreement
between the
Kinnelon Education Association (KEA) and the
Kinnelon Board of Education (BOE)**

The Kinnelon Education Association (KEA) and the Kinnelon Board of Education (BOE) hereby agree to this Sidebar Agreement to the parties' Collective Negotiations Agreement as follows:

1. The BOE and the KEA are parties to a Collective Negotiations Agreement ("CNA") covering the period of July 1, 2022 - June 30, 2025.
2. All terms of the governing CNA shall remain in full force and effect except as modified by this Sidebar.
3. For good and valuable consideration provided for herein which the parties acknowledge and agree exists, the CNA is hereby modified as follows:
 - a. Article XII – Employee Work Year and Work Day – is hereby amended to provide the following provision applicable to all KEA members:
 - i. For the 2023-24 school year, all KEA members shall report for work for orientation on August 30, 2023, and for In-Service training on August 31, 2023.
4. Any provision of the CNA inconsistent with this amendment is hereby modified to permit this change for the 2023-24 school year only.
5. This Sidebar Agreement shall not establish any past practice or be deemed precedential for purposes of District staff reporting requirements in any future school years beyond 2023-24.

Ms. Tina Sutphen
For the KEA

Jean Donaldson, Board President
For the BOE

Date

Date

2022-2023 Revised Kinnelon High School Co-Curricular Activities		
<i>Musical Set Construction - Spring *</i>	<i>Charles Linnell *</i>	<i>\$2,515</i>
Musical Vocal Director - Spring	Richard Lovallo	\$3,021
Musical Choreographer- Spring	Sabrina Csatay	No Cost to the Board
National Business Honor Society	Cathy Gilligan	\$1,468
National English Honor Society	Lisa Castelluber	\$2,428
National French Honor Society	Sophie Adams	\$1,468
National Honor Society	Caitlin Ward	\$2,428
Natinal Latin Honor Society/Club	Ray Danielson	\$1,468
National Math Honor Society	Amanda Trombetta	\$0
National Science Honor Society	Wendy Bruffy	\$2,623
National Social Studies Honor Society	Caitlin Ward	\$2,428
Newspaper Advisor	Alana Van der Sluys	\$1,975
Operation Smile	Peter Zablocki	\$1,145
Operation Smile	Heather Pollak	\$1,145
Peer Leadership	Danielle Elia	\$1,295
Peer Leadership	Marlene Goudreau	\$1,295
Pep Band Head	Ryan Stroud	\$1,660
Pep Band Assistant	Adam Smith	\$810
Percussion Ensemble	Brian Scanlon	\$1,118
Science Research/Barcode of Life	John Manning	\$1,984
Senior Class Advisor	Stephanie Manco	\$3,365
Senior Service/Project Advisor	Wendy Bruffy	\$2,623
Sophomore Class Advisor	Jason DelPiano	\$2,430
Spanish Honor Society/Club	Jamely White	\$1,468
Student Council	Hannah Sappio	\$3,922
Technology Student Association (TSA)	Brian McDonald	\$2,589
Tri-Music Honor Society	Bonnie Hendricks	\$2,428
Trust Club	Vincent Passariello	\$1,145
Trust Club Co-Advisor	Heather Becker	\$1,145
TV/Video Club	Casey deWaal	\$1,920
Varsity Club	Jim Soules	\$3,451
Vocal Music Concerts	Charles Linnell	\$2,480
Vocal Music Extra-Curricular	Charles Linnell	\$1,126

**** Indicates a revision or an addition***

2022-2023 PRM Co-Curricular Activities		
Activity	Advisor	Stipend
Advanced Musicians (A.M.) Band	Brian Scanlon	\$1,984
AV/Computer Coordinator (3)	Shelley Battaglia	\$1,510
AV/Computer Coordinator (3)	Laura Fabsik	\$1,510
AV/Computer Coordinator (3)	Matthew Goff	\$1,510
Computer Club Advisor	Matthew Huppert	\$2,760
Content Math Lab AM Advisor	Tina Sutphen	\$1,834
Content Math Lab PM Advisor	Mary Ransegnola	\$1,834
Content Lab/Reading + Writing Advisor	Christina Keesser	\$1,834
Grade 6 Advisor	Melissa Eckert	\$1,675
Grade 7 Advisor	Meghan Hanson	\$1,975
Grade 8 Advisor	Joan Bracken	\$1,342
Grade 8 Advisor	Tina Sutphen	\$1,342
Honor Band Advisor	Brian Scanlon	\$287
Honor Band Advisor	Bonnie Hendricks	\$287
Instrumental Concerts (Winter/Spring) Advisor (2)	Bonnie Hendricks	\$2,120
Instrumental Concerts (Winter/Spring) Advisor (2)	Brian Scanlon	\$2,120
Jazz Rock Ensemble Advisor	Brian Scanlon	\$1,984
National Junior Honor Society	Mimi Naso	\$2,185
Peer Counselor (2)	Tara McClain	\$1,295
Peer Counselor (2)	Jolene Strunz	\$1,295
Phil/Gettysburg, 8th Grade Trip Co-Director (2)	Matthew Goff	\$1,196
Phil/Gettysburg, 8th Grade Trip Co-Director (2)	Brian Scanlon	\$1,196
Phil/Gettysburg Trip Nurse	TBD	\$1,005
Phil/Gettysburg 8th Grade Trip Chaperone (17)	TBD	\$853
PM Choir (formerly "STAR Choir")	Charles Linnell	\$1,984
PRM Play Director	TBD	\$2,577
<i>PRM Play Assistant Director *</i>	<i>Cristina Keesser *</i>	<i>\$1,145</i>
Robotics Club Advisor	Mimi Naso	\$1,984
Social Outreach Club	Carolyn Medler	\$1,159
Social Outreach Club	Karen Jezco	\$1,159
Student Council (2)	Michelle Cromwell	\$1,961
Student Council (2)	Karen Jeczo	\$1,961
Talent Show	Christina Keesser	\$2,051
TREP\$	Gretchen Cuccio	\$1,421
Vocal Music Concerts (Winter/Spring)	Charles Linnell	\$2,263
Yearbook	Audrey Davie	\$2,583

**** Indicates revisions and/or additions***

ARTICLE I
SCHOOL OBLIGATIONS

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. information contained in HOSPITAL'S employee orientation program; as applicable
 - ii. information on HOSPITAL policies and procedures; as applicable
 - iii. information on confidentiality of patient information;
 - iv. information on identifying and handling hazardous material;
 - v. information on universal precautions and procedures regarding infection control; and
 - vi. information on applicable state and federal regulations.

sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure for that state specified, if applicable.
- b. Assume responsibility, including the cost, and obtain drug testing and criminal background verification of all faculty members participating in the Field Experience program. Such background checks shall be kept on file at SCHOOL and made available, upon request, to HOSPITAL.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Inform students prior to program participation that pursuant to HOSPITAL policy, Students who will be on-site at HOSPITAL, including those conducting research projects on human subjects (i.e., Hospital patients or employees), shall be required to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel). Students shall use a licensed company designated and approved by HOSPITAL to perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than the one approved by the HOSPITAL. Students shall provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the program at the HOSPITAL. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL.

- a. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of School and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide

based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements prior to the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Student Liability Insurance. Should SCHOOL elect not to cover students under its professional liability insurance policy, SCHOOL shall ensure that each student procures and maintains in force during the term of this Agreement, at their sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect student against liability arising from any and all negligent acts or incidents occurring in the discharge of his or her responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.3 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.4 Workers' Compensation. SCHOOL shall maintain Workers' Compensation and Disability Insurance covering all faculty and personnel employed by SCHOOL to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. If SCHOOL's faculty or employees files a Workers' Compensation claim against HOSPITAL, SCHOOL shall immediately indemnify HOSPITAL and assume the responsibility of the Workers' Compensation claim.

5.5 Health Insurance. SCHOOL shall ensure that each student in Field Experience program procures and maintains in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided to Hospital, upon request.

5.6 School Faculty or Employee Automobile Insurance. If the SCHOOL provides SCHOOL-owned automobiles and requires their use by its faculty or SCHOOL employees during the course of carrying out responsibilities in connection with the AGREEMENT, SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned, and hired automobiles included) on an occurrence based policy for its faculty in accordance with state financial responsibility statutes. If SCHOOL faculty members or employees use a personal automobile during the course of

6.2 Saint Clare's Health (HOSPITAL) shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 It is agreed that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

ARTICLE VII

RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered

individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

8.4 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL'S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX. **TRADE SECRETS**

9.1 During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, "Trade Secrets"). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL'S business and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL'S premises.

shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If at Hospital <u>Saint Clare's Health</u> <u>400 W. Blackwell St.</u> <u>Dover, NJ 07801</u>	If to SCHOOL: Kinnelon Board of Education109 Kiel Ave. Kinnelon, New Jersey 07405 Attn: Business Administrator
Attn: Education Services	

11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

HOSPITAL:

SCHOOL:

By: _____
Signature

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
SAINT CLARE'S HEALTH

This Hospital mandates that there be an environment of mutual understanding, respect and cooperation and that its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior. Regardless of the role description, each individual is a vital link in providing outstanding patient care and customer service.

This is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital is committed to Standards of Behavior by the following listed below. Failure to comply will result in disciplinary action.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records. However, examples of other conduct that normally will result in a warning or suspension prior to termination include the following:

Falsification of any records, such as medical forms, worker's compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.

Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.

Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.

Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.

Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.

Use of alcohol or drugs while in a Hospital uniform.

Any violation of the Hospital's Drug-Free Workplace Program.

Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.

Sleeping during Field Experience time.

Student Initials: _____

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
SAINT CLARE'S HEALTH
(CONTINUATION)

Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.

Failure to attend required orientation, in-service sessions or mandatory staff meetings.

Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.

Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.

Improper or unauthorized parking.

TO BE COMPLETED BY STUDENT

<p>I _____ acknowledge that I have read and fully understand the Code of Conduct.</p>		
_____ Print Name	_____ Signature	_____ Date

EXHIBIT "A-3"
(Continuation)

10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.
11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of New Jersey.
12. This release and agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and agreement may be amended only upon an agreement in writing.

Each Party fully understands that if any fact or legal consideration with respect to any matter released by this Agreement is found hereafter to be other than or different from the facts or legal considerations now believed to be true, such Party expressly accepts and assumes that this Agreement and all its terms shall be and will remain effective notwithstanding any such difference. With respect to the specific releases identified herein, each Party hereby waives any rights it may have under Civil Code section 1542, which section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers of Section 1542, and each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD

Hospital: _____
Signature: _____

Student: _____
Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____



General Compliance Training Attestation Form

I, _____, hereby confirm that I have reviewed
(Name)

and understand the content of the **GENERAL COMPLIANCE TRAINING** module on
_____.

(Date)

Print Name: _____

Signature: _____

Discipline/Specialty: _____

School Name: _____

Contact Information: _____

Please return the completed form to jeanmariechiappa@primehealthcare.com
For questions or concerns, please call: 973.537.3838

STUDENT:

Signature

Date

Printed Name

Program

PARENT/GUARDIAN (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature

Date

Printed Name

Program

Kinnelon Public Schools 2023-2024 Approved School Calendar

Aug-23													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
		1	2	3	4	5							
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
Staff - 2 days													
Students - 0 days													
Oct-23													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		
Staff - 22 days													
Students - 22 days													
Dec-23													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													
Staff - 16 days													
Students - 16 days													
Sep-23													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2							
3	4	5	6	7	8	9	10	11	12	13	14	15	16
13	14	15	16	17	18	19	17	18	19	20	21	22	23
20	21	22	23	24	25	26	24	25	26	27	28	29	30
27	28	29	30	31									
Staff - 18 days													
Students - 18 days													
Nov-23													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
				1	2	3	4						
5	6	7	8	9	10	11	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
Staff - 18 days													
Students - 18 days													
Jan-24													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	14	15	16	17	18	19	20
14	15	16	17	18	19	20	21	22	23	24	25	26	27
21	22	23	24	25	26	27	28	29	30	31			
Staff - 22 days													
Students - 21 days													
Feb-24													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
				1	2	3							
4	5	6	7	8	9	10	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29			25	26	27	28	29		
Staff - 19 days													
Students - 19 days													
Apr-24													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6							
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30					28	29	30				
Staff - 17 days													
Students - 17 days													
Jun-24													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1								
2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	26	27	28	29
30													
Staff - 10 days													
Students - 10 days													
Jul-24													
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6							
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30	31			
Total for Students: 183													
Total for Staff: 186													

There are 3 emergency days built into this calendar. Should the 3 emergency days be used before 1/31/24, then the first give back day will be Friday, 2/16/24. If remaining days are used prior to March 29, 2024, an appropriate number of school days will be added to the calendar subtracting from the Spring Break beginning with April 5, 2024. If more days are needed to complete the 180-day requirement, they will be added in June and then as necessary. The date of the high school graduation may change depending upon emergency weather days during the year. If all emergency days are not used during the 2023-2024 school year, these additional days will be added into the calendar. School schedules are on the next page. Approved : Date TBD

There are 3 emergency days built into this calendar. Should the 3 emergency days be used before 1/31/24, then the first give back day will be Friday, 2/16/24. If remaining days are used prior to March 29, 2024, an appropriate number of school days will be added to the calendar subtracting from the Spring Break beginning with April 5, 2024. If more days are needed to complete the 180-day requirement, they will be added in June and then as necessary. The date of the high school graduation may change depending upon emergency weather days during the year. If all emergency days are not used during the 2023-2024 school year, these additional days will be added into the calendar. School schedules are on the next page. Approved : Date TBD

POLICY

Bylaws
0164/ PAGE 1 of PAGE 3
CONDUCT OF BOARD MEETING

0164 CONDUCT OF BOARD MEETING

Parliamentary Authority

Roberts' Rules of Order, Newly Revised, shall govern the Board of Education in its deliberations and acts in all cases in which it is not inconsistent with statutes of the State of New Jersey, rules of the State Board of Education, or these bylaws.

Presiding Officer

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice President shall act in his/her place; if neither person is present, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

Announcement of Adequate Notice

The person presiding shall commence each meeting with an announcement of the notice given for the meeting or a statement regarding the lack of adequate notice, in accordance with law.

Agenda

The Superintendent shall prepare an agenda of items of business to come before the Board at each meeting. The agenda shall be delivered to each Board member no later than two days before the Regular meeting and shall include such reports and supplementary materials as are appropriate and available.

The order of business at regular meetings shall be as follows:

1. Opening of Meeting. Call to order by Board President; reading of the Sunshine Law; roll call; salute to the flag.
2. Routine Matters. Approval of the minutes.
3. Report of the Student Representative



POLICY

Policy Attachment C
KINNELON PUBLIC SCHOOLS
BOARD OF EDUCATION

Bylaws
0164/PAGE 3 of PAGE 3
CONDUCT OF BOARD MEETING

Electronic Participation in Meetings/Committee Meetings

The board recognizes that it is a duty of the office to which each member is elected that the members physically attends board meetings. The board acknowledges that on occasion a scheduling conflict may arise that prevents a member from being physically present at a meeting.

Due to difficulty in interacting with the public, board members will not be permitted to participate through electronic communication during the regular meeting or work session of the Board but will permit remote electronic participation during committee meetings.

Remote participation of a member for a committee meeting shall be recorded in the committee meeting minutes.

Any remotely participating member will be considered absent for all or part of the committee meeting as appropriate, if the electronic connection is or becomes insufficient to be heard by the rest of the committee; if the transmission is terminated due to equipment or power failure or poor connection; or any other reason that jeopardizes the effectiveness of the committee meeting.

Remote participation by electronic device in closed executive session is prohibited.

Remote participation in Board of Education meetings will be permitted during the Public Health Emergency pursuant to N.J.A.C. 5:39-1.1 through 1.7 as long as New Jersey is operating under a public health emergency.

N.J.S.A. 10:4-10
N.J.S.A. 18A:16-1.1

Adopted: 18 June 1990
Revised: 27 August 2001
Revised: 30 April 2009
Revised: 25 April 2013
Revised: 14 March 2019
Revised: 29 April 2021



REIMBURSEMENT OF EXPENSES MARCH 1, 2023 BOARD MEETING

	LOC	LAST	FIRST	WORKSHOP	WORK SHOP DATE	REGIS.	LODG.	MEALS	MILEAGE	TRAVEL/ AIR/RAIL	PARKING TOLLS/ OTHER	MAXIMUM TOTAL
1	PRM	McClain	Tara	Restorative Justice	3/28/23				\$ 25.38			\$ 25.38
2	PRM	Diaz	Ara	Foreign Language Educators of New Jersey	3/17/23	\$200.00						\$ 200.00
3	ADM	Travaille	Madelaine	JSHS Symposium (Rutgers University)	2/27/23				\$ 48.41			\$ 48.41
4	ADM	Travaille	Madelaine	NJECC Educational Technology Conference	3/7/23-3/8/23	\$215.00			\$ 23.97			\$ 238.97
5	ADM	Mulholland	Jodi	NJECC 37th Annual New Jersey Educational Technology Conference	3/8/23	\$110.00						\$ 110.00
6	PRM	Kelly	Lisa	Wait 4 - Dyslexia Screener	1/23/23							\$ -
7	KIEL	Baskinger	Rebecca	Dan Clark Lesson Observations	3/28/23 & 5/19/23							\$ -
8	KHS	Finke	Stephanie	Women's Sports Providing Young Females Opportunities	2/1/23							\$ -
9	KHS	Horn	Leslie	NJECC Annual Spring Conference Paid by Title IIA funds	3/13/23	\$160.00						\$ 160.00
10	KHS	Comitto	Melissa	Practical Strategies for Addressing Grammar in Today's Communicative World Language Classroom, grades 6-12	3/15/23	\$279.00						\$ 279.00
11	ADM	Sappio	Hannah	NJECC 2023 Annual Educational Technology Conference Paid by Title IIA funds	3/7/23-3/8/23	\$215.00						\$ 215.00
12	PRM	McClain	Tara	2-Day Anxiety Certification Course: Integrate CBT and Exposure & Response Prevention for Treatment of GAD, Panic Disorder, OCD, Social Anxiety & Phobias	2/16/23-2/17/23							\$ -
13	SB	Bosch	Nancy	NJECC Conference Paid by Title IIA funds	3/8/23	\$110.00						\$ 110.00
14	KHS	Sassaman	Jenny	NJECC Conference Paid by Title IIA funds	3/7/23-3/8/23	\$215.00			\$ 7.05			\$ 222.05
15	ADM	Uttel	Dawn	NJECC Conference Paid by Title IIA funds	3/8/2023	\$110.00						\$ 110.00
16	PRM	Battaglia	Shelley	NJECC Conference Paid by Title IIA funds	3/8/2023	\$110.00						\$ 110.00
17	ADM	Arroyo	Matthew	2023 AP US History Reading	5/26/23-6/8/23							\$ -
18	HS	George	Jenny	AP Reader	6/1/23-6/9/23							\$ -
19	PRM	Buesser	Michael	I&RS Team Training	3/1/2023	\$178.00						\$ 178.00
20												\$ -

Security Drills				
January 2023				
Drill Type	Kiel School	Stonybrook School	Pearl R. Miller Middle School	Kinnelon High School
Fire Drill	1/18/23	1/31/23	1/11/23	1/27/23
Security Drill				
Active Shooter Drill				
Full Lockdown	1/27/23	1/13/23		1/30/23
Bomb Threat			1/30/23	
Evacuation Drill				
Shelter in Place			1/6/23	

PERSONNEL AND NEGOTIATION ATTACHMENT A

**Sidebar Agreement
between the
Kinnelon Education Association (KEA) and the
Kinnelon Board of Education (BOE)**

The Kinnelon Education Association (KEA) and the Kinnelon Board of Education (BOE) hereby agree to this Sidebar Agreement to the parties' Collective Negotiations Agreement as follows:

1. The BOE and the KEA are parties to a Collective Negotiations Agreement ("CNA") covering the period of July 1, 2022 - June 30, 2025.
2. All terms of the governing CNA shall remain in full force and effect except as modified by this Sidebar.
3. For good and valuable consideration provided for herein which the parties acknowledge and agree exists, the CNA is hereby modified as follows:
 - a. Article XII – Employee Work Year and Work Day – is hereby amended to provide the following provision applicable to all KEA members:
 - i. For the 2023-24 school year, all KEA members shall report for work for orientation on August 30, 2023, and for In-Service training on August 31, 2023.
4. Any provision of the CNA inconsistent with this amendment is hereby modified to permit this change for the 2023-24 school year only.
5. This Sidebar Agreement shall not establish any past practice or be deemed precedential for purposes of District staff reporting requirements in any future school years beyond 2023-24.

Ms. Tina Sutphen
For the KEA

Jean Donaldson, Board President
For the BOE

Date

Date

2022-2023 Revised Kinnelon High School Co-Curricular Activities		
Activity	Advisor	Stipend
Academic Decathlon	Linda Johnson	\$3,998
Animal Activist Club	Maria Fiuza	\$1,319
Art Honor Society	Beth Vaughn-Cason	\$3,030
Baccalaureate Organizer	Heather Pollack	\$859
Baccalaureate Organizer	Beth Vaughn-Cason	\$859
Cancer Awareness Club	Peter Zablocki	\$1,319
Chess Club	Marisol Feinsinger	\$875 (prorated)
Colts for Kids	Jason DelPiano	\$1,319
ColtsVest (KHS's Investment Club)	Cathy Gilligan	\$1,319
Computer Coordinator	Jenny Sassaman	\$4,541
Culinary Club	Marisol Feinsinger	\$1,248 (prorated)
Distributive Education Club of America (DECA)	Cathy Gilligan	\$4,043
Environmental Club	Hope Kowalski	\$1,118
Fall Dramatic Director	Chuck Linnell	\$3,804
Fall Drama Set Construction	Chuck Linnell	\$956
Feedback Advisor	John Penola	\$2,064
Freshman Class Advisor	Lisa Castelluber	\$2,430
Future Business Leaders of America (FBLA)	Cathy Gilligan	\$2,428
Give Back Club (2)	Danielle Elia	\$659
Give Back Club (2)	Danielle Wysocki	\$659
GSA-Gay Straight Alliance Club	Marlene Goudreau	\$1,145
GSA-Gay Straight Alliance Club	Lauren Biggins	\$1,145
Health Professions Club/Science Club	Wendy Bruffy	\$1,468
Honor Band (2)	Bonnie Hendricks	\$573
Honor Band (2)	Ryan Stroud	\$573
Instrumental Music Concerts (Spring)	Ryan Stroud	\$1,214
Instrumental Music Concerts (Winter)	Ryan Stroud	\$1,214
Jazz Rock Ensemble	Ryan Stroud	\$1,984
Junior Class Advisor	Stephanie Finke	\$3,885
Mock Trial (2)	Wendy Bruffy	\$1,616
Mock Trial (2)	Melissa Comitto	\$1,616
Musical Business Manager - Spring	Lauren Biggins	\$1,530
Musical Dramatics Director - Spring	Charles Linnell	\$4,198
Musical Orchestra Director - Spring	Ryan Stroud	\$1,882

2022-2023 Revised Kinnelon High School Co-Curricular Activities		
<i>Musical Set Construction - Spring *</i>	<i>Charles Linnell *</i>	<i>\$2,515</i>
Musical Vocal Director - Spring	Richard Lovallo	\$3,021
Musical Choreographer- Spring	Sabrina Csatay	No Cost to the Board
National Business Honor Society	Cathy Gilligan	\$1,468
National English Honor Society	Lisa Castelluber	\$2,428
National French Honor Society	Sophie Adams	\$1,468
National Honor Society	Caitlin Ward	\$2,428
Natinal Latin Honor Society/Club	Ray Danielson	\$1,468
National Math Honor Society	Amanda Trombetta	\$0
National Science Honor Society	Wendy Bruffy	\$2,623
National Social Studies Honor Society	Caitlin Ward	\$2,428
Newspaper Advisor	Alana Van der Sluys	\$1,975
Operation Smile	Peter Zablocki	\$1,145
Operation Smile	Heather Pollak	\$1,145
Peer Leadership	Danielle Elia	\$1,295
Peer Leadership	Marlene Goudreau	\$1,295
Pep Band Head	Ryan Stroud	\$1,660
Pep Band Assistant	Adam Smith	\$810
Percussion Ensemble	Brian Scanlon	\$1,118
Science Research/Barcode of Life	John Manning	\$1,984
Senior Class Advisor	Stephanie Manco	\$3,365
Senior Service/Project Advisor	Wendy Bruffy	\$2,623
Sophomore Class Advisor	Jason DelPiano	\$2,430
Spanish Honor Society/Club	Jamely White	\$1,468
Student Council	Hannah Sappio	\$3,922
Technology Student Association (TSA)	Brian McDonald	\$2,589
Tri-Music Honor Society	Bonnie Hendricks	\$2,428
Trust Club	Vincent Passariello	\$1,145
Trust Club Co-Advisor	Heather Becker	\$1,145
TV/Video Club	Casey deWaal	\$1,920
Varsity Club	Jim Soules	\$3,451
Vocal Music Concerts	Charles Linnell	\$2,480
Vocal Music Extra-Curricular	Charles Linnell	\$1,126

** Indicates a revision or an addition*

2022-2023 KHS & PRM Spring Coaches & Volunteers

School	Sport	Last	First	Step	Total Stipend
KHS	Baseball, Head Varsity	Clark	Dan	3	\$9,651.00
KHS	Baseball, Assistant Varsity	Kelly	Ryan	3	\$7,282.00
KHS	Baseball, Assistant JV	Lembo	Michael	3	\$7,282.00
KHS	Baseball, Volunteer	Krill	Robert	Volunteer	
KHS	Golf, Head Varsity	Soules	James	3	\$8,141.00
KHS	Golf, Assistant JV	Myhren	Jeffrey	3	\$4,989.00
KHS	Golf, Volunteer	Pasieka	Sean	Volunteer	
KHS	Lacrosse, Head Boys Varsity	Mott	Thomas	1	\$9,169.00
KHS	Lacrosse, Assistant Varsity/JV	Baitzel	Ryan	1	\$6,928.00
KHS	Lacrosse, Assistant Varsity/JV	Gemma	Steven	1	\$6,928.00
KHS	Lacrosse, Assistant Varsity/JV	TBD			
KHS	Lacrosse, Volunteer	Smith	Craig	Volunteer	
KHS	Lacrosse, Volunteer	Gigante	Dave	Volunteer	
KHS	Lacrosse, Volunteer	Turco	Bob	Volunteer	
KHS	Lacrosse, Volunteer	Bertucci	Anthony	Volunteer	
KHS	Lacrosse, Head Girls Varsity	Madison	Megan	3	\$9,561.00
KHS	Lacrosse, Assistant Varsity/JV	Gummerson	Chelsea	3	\$7,282.00
KHS	Lacrosse, Assistant Varsity/JV	Vogt	Michelle	3	\$7,282.00
KHS	Softball, Head Varsity	Tartaglia	Jacquelyn	2	\$9,366.00
KHS	Softball, Assistant Varsity	DeLoreto	Morgan	1	\$6,928.00
KHS	Softball, Assistant JV	TBD			
KHS	Tennis, Head Boys Varsity	Landzert	Mark	3	\$8,141.00
KHS	Tennis, Assistant Boys JV	Danielson	Ray	2	\$5,187.00
KHS	Tennis, Volunteer	Davis	Jacci	Volunteer	
KHS	Track, Head Boys Varsity	Kelley	Jessica	3	\$9,256.00
KHS	Track, Assistant Boys Varsity	White	Kevin	3	\$5,518.00
KHS	Track, Head Girls Varsity	Chegwidden	Laura	3	\$9,256.00
KHS	Track, Assistant Girls Varsity	Hall	Griffin	1	\$5,187.00
KHS	Track, Assistant Boys & Girls Varsity	Jabez	Thomas	1	\$5,187.00
KHS	Track, Volunteer	Lee	Joe	Volunteer	
KHS	Track, Volunteer	Smith	Matt	Volunteer	
PRM	Baseball, Head	Contella	Ben	1	\$5,978.00
PRM	Softball, Head	Naso	Mimi	2	\$6,007.00
PRM	Softball, Volunteer	Puccia	Julie	Volunteer	
PRM	Track, Head	Nist	Greg	1	\$5,978.00
PRM	Track, Assistant	Jones	David	1	\$4,640.00

2022-2023 PRM Co-Curricular Activities		
Activity	Advisor	Stipend
Advanced Musicians (A.M.) Band	Brian Scanlon	\$1,984
AV/Computer Coordinator (3)	Shelley Battaglia	\$1,510
AV/Computer Coordinator (3)	Laura Fabsik	\$1,510
AV/Computer Coordinator (3)	Matthew Goff	\$1,510
Computer Club Advisor	Matthew Huppert	\$2,760
Content Math Lab AM Advisor	Tina Sutphen	\$1,834
Content Math Lab PM Advisor	Mary Ransegnola	\$1,834
Content Lab/Reading + Writing Advisor	Christina Keesser	\$1,834
Grade 6 Advisor	Melissa Eckert	\$1,675
Grade 7 Advisor	Meghan Hanson	\$1,975
Grade 8 Advisor	Joan Bracken	\$1,342
Grade 8 Advisor	Tina Sutphen	\$1,342
Honor Band Advisor	Brian Scanlon	\$287
Honor Band Advisor	Bonnie Hendricks	\$287
Instrumental Concerts (Winter/Spring) Advisor (2)	Bonnie Hendricks	\$2,120
Instrumental Concerts (Winter/Spring) Advisor (2)	Brian Scanlon	\$2,120
Jazz Rock Ensemble Advisor	Brian Scanlon	\$1,984
National Junior Honor Society	Mimi Naso	\$2,185
Peer Counselor (2)	Tara McClain	\$1,295
Peer Counselor (2)	Jolene Strunz	\$1,295
Phil/Gettysburg, 8th Grade Trip Co-Director (2)	Matthew Goff	\$1,196
Phil/Gettysburg, 8th Grade Trip Co-Director (2)	Brian Scanlon	\$1,196
Phil/Gettysburg Trip Nurse	TBD	\$1,005
Phil/Gettysburg 8th Grade Trip Chaperone (17)	TBD	\$853
PM Choir (formerly "STAR Choir")	Charles Linnell	\$1,984
PRM Play Director	TBD	\$2,577
<i>PRM Play Assistant Director *</i>	<i>Cristina Keesser *</i>	<i>\$1,145</i>
Robotics Club Advisor	Mimi Naso	\$1,984
Social Outreach Club	Carolyn Medler	\$1,159
Social Outreach Club	Karen Jezco	\$1,159
Student Council (2)	Michelle Cromwell	\$1,961
Student Council (2)	Karen Jezco	\$1,961
Talent Show	Christina Keesser	\$2,051
TREP\$	Gretchen Cuccio	\$1,421
Vocal Music Concerts (Winter/Spring)	Charles Linnell	\$2,263
Yearbook	Audrey Davie	\$2,583

**** Indicates revisions and/or additions***



EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made and entered into as of this ____ day of _____, 20__ by and between **Kinnelon Board of Education**, hereinafter referred to as "SCHOOL" and Prime Healthcare Services **Saint Clare's Health** hereinafter referred to as "HOSPITAL". SCHOOL and HOSPITAL may be collectively referred to as "Parties" and individually as "Party".

RECITALS

- A. HOSPITAL owns and operates a general acute care hospital known as Saint Clare's Health, as well as various outpatient clinics, located 400 West Blackwell St. Dover, NJ 07801 and collectively referred to as HOSPITAL
- B. SCHOOL operates a public school district including a high school with its principal place of business located at 109 Kiel Ave, Kinnelon, New Jersey 07405, and desires to cooperate with HOSPITAL in providing high school students a supervised opportunity to participate in a field educational experience rotation at Hospital ("Field Experience").
- C. HOSPITAL is able to provide the facilities to function as sites for field experiences for students enrolled in the SCHOOL.
- D. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

DEFINITIONS

- A. "Student" is an individual who is enrolled at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.
- B. "Field Experience" is the program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.
- C. "Faculty" or "Faculty Member" is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

ARTICLE I
SCHOOL OBLIGATIONS

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. information contained in HOSPITAL'S employee orientation program; as applicable
 - ii. information on HOSPITAL policies and procedures; as applicable
 - iii. information on confidentiality of patient information;
 - iv. information on identifying and handling hazardous material;
 - v. information on universal precautions and procedures regarding infection control; and
 - vi. information on applicable state and federal regulations.

- g. SCHOOL shall assume responsibility for compliance by students with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and postexposure evaluation and followup. SCHOOL's responsibility with respect to the Regulations also shall include the provision of the Hepatitis B vaccination or documentation of declination in accordance with the Regulations.
- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (i) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating student's training.
- i. SCHOOL shall ensure that all students are appropriately physically identified as students, and that all students identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. If STUDENT is provided a Hospital ID STUDENT should wear it at all times and the ID should state STUDENT. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.

SCHOOL shall provide or cause each student and faculty member participating in the Field Experience to provide, documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will cause each student to provide HOSPITAL a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may refuse the student access to HOSPITAL.

- j. SCHOOL shall notify HOSPITAL of any exposure to disease or illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.
- k. HOSPITAL shall assume responsibility for ascertaining that students' health status and physical condition are in conformance with HOSPITAL health requirements for the Field Experience program. SCHOOL shall ensure that all participating students read, complete,

sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure for that state specified, if applicable.
- b. Assume responsibility, including the cost, and obtain drug testing and criminal background verification of all faculty members participating in the Field Experience program. Such background checks shall be kept on file at SCHOOL and made available, upon request, to HOSPITAL.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Inform students prior to program participation that pursuant to HOSPITAL policy, Students who will be on-site at HOSPITAL, including those conducting research projects on human subjects (i.e., Hospital patients or employees), shall be required to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel). Students shall use a licensed company designated and approved by HOSPITAL to perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than the one approved by the HOSPITAL. Students shall provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the program at the HOSPITAL. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall

have the right to require the withdrawal of any Student in the event that Student fails to meet the standards established by HOSPITAL for acceptable background. Fees for the criminal background checks and drug and alcohol testing shall be paid by the Student.

- d. Obtain student' signatures on any and all consent/releases, including consent to the drug test and permission for the results of the drug test to be provided to the HOSPITAL.
- e. Take the necessary steps to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to negligence or misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval of HOSPITAL before:

- a. publishing material relating to the Field Experience program, and
- b. using HOSPITAL's name in any advertisement or promotional material.

II HOSPITAL OBLIGATIONS

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, subject to change based on HOSPITAL resources and circumstances.

- a. Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL.

- a. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of School and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide

necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience and who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

ARTICLE III **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or
- h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to HOSPITAL will be made by HOSPITAL at its sole discretion.

ARTICLE IV **NON-DISCRIMINATION**

4.1 Saint Clare's Health and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status or handicap under any program or activity receiving federal financial assistance.

ARTICLE V **INSURANCE REQUIREMENTS**

5.1 SCHOOL Liability Insurance. SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence

based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements prior to the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Student Liability Insurance. Should SCHOOL elect not to cover students under its professional liability insurance policy, SCHOOL shall ensure that each student procures and maintains in force during the term of this Agreement, at their sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect student against liability arising from any and all negligent acts or incidents occurring in the discharge of his or her responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.3 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.4 Workers' Compensation. SCHOOL shall maintain Workers' Compensation and Disability Insurance covering all faculty and personnel employed by SCHOOL to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. If SCHOOL's faculty or employees files a Workers' Compensation claim against HOSPITAL, SCHOOL shall immediately indemnify HOSPITAL and assume the responsibility of the Workers' Compensation claim.

5.5 Health Insurance. SCHOOL shall ensure that each student in Field Experience program procures and maintains in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided to Hospital, upon request.

5.6 School Faculty or Employee Automobile Insurance. If the SCHOOL provides SCHOOL-owned automobiles and requires their use by its faculty or SCHOOL employees during the course of carrying out responsibilities in connection with the AGREEMENT, SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned, and hired automobiles included) on an occurrence based policy for its faculty in accordance with state financial responsibility statutes. If SCHOOL faculty members or employees use a personal automobile during the course of

carrying out responsibilities in connection with the AGREEMENT, and SCHOOL does not provide automobile liability insurance to the SCHOOL faculty member or employee, such SCHOOL faculty member or employee shall procure and maintain in force during the term of this Agreement, at such SCHOOL faculty member or employee's sole cost and expense, automobile liability insurance in accordance with state financial responsibility statutes.

5.7 Student Automobile Insurance. If student is required to use a personal automobile to complete a requirement of the Field Experience Program (other than commuting between home and HOSPITAL), SCHOOL shall ensure that student procures and maintains in force during the term of this Agreement, at student's sole cost and expense, automobile liability insurance on an occurrence based policy in accordance with state financial responsibility statutes.

5.8 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agrees to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable);
- b. certificate of Workers' Compensation insurance;
- c. proof of health insurance coverage for students;
- d. proof of automobile insurance (covering SCHOOL faculty and/or student, as applicable); and
- e. Such certificate of insurance shall state that Student is covered by such policy of insurance.

5.9 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days-notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

ARTICLE VI

INDEMNIFICATION/HOLD HARMLESS

6.1 SCHOOL shall defend, hold harmless and indemnify HOSPITAL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 Saint Clare's Health (HOSPITAL) shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 It is agreed that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

ARTICLE VII

RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered

members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.
- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

ARTICLE VIII CONFIDENTIALITY OF MEDICAL INFORMATION

8.1 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL's patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the "**Protected Health Information**"), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the "**Federal Privacy Regulations**") and the federal security standards (the "**Federal Security Regulations**") as contained in 45 CFR Part 164.

8.2 Patient Consent. SCHOOL and students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

8.3 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital's workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to

individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

8.4 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL'S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX. **TRADE SECRETS**

9.1 During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, "Trade Secrets"). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL'S business and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL'S premises.

ARTICLE X
TERM AND TERMINATION OF AGREEMENT

10.1 Term. This Agreement shall be effective on this ____ day of ____, 2023 and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

ARTICLE XI
GENERAL PROVISIONS

11.1 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.

11.2 Assignment. Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their share of costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

11.4 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice

shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If at Hospital <u>Saint Clare's Health</u> <u>400 W. Blackwell St.</u> <u>Dover, NJ 07801</u>	If to SCHOOL: Kinnelon Board of Education109 Kiel Ave. Kinnelon, New Jersey 07405 Attn: Business Administrator
Attn: Education Services	

11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

HOSPITAL:

SCHOOL:

By: _____
Signature

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

EXHIBIT "A"
CLEARANCE FORMS PACKET

All participating students shall read, complete, sign and submit the following forms:

1. **Exhibit A-1: Student Code of Conduct.**
2. **Exhibit A-2: Student Confidentiality Policy/HIPAA.**
3. **Exhibit A-3: Agreement for Waiver and Release of all Claims.**
4. **Exhibit A-4: If Student is an employee of Saint Clare's Health**
5. **Exhibit A-5: General Compliance Training Attestation**
6. **Exhibit B: Student Agreement- Field Experience**

PLEASE SIGN AND INITIAL PAGES WHERE INDICATED

STUDENT NAME: _____ SIGNATURE: _____

SCHOOL NAME: _____ PROGRAM: _____

FIELD COORDINATOR'S NAME: _____

SUPERVISING MEDICAL PROFESSIONAL: _____

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
SAINT CLARE'S HEALTH

This Hospital mandates that there be an environment of mutual understanding, respect and cooperation and that its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior. Regardless of the role description, each individual is a vital link in providing outstanding patient care and customer service.

This is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital is committed to Standards of Behavior by the following listed below. Failure to comply will result in disciplinary action.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records. However, examples of other conduct that normally will result in a warning or suspension prior to termination include the following:

Falsification of any records, such as medical forms, worker's compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.

Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.

Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.

Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.

Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.

Use of alcohol or drugs while in a Hospital uniform.

Any violation of the Hospital's Drug-Free Workplace Program.

Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.

Sleeping during Field Experience time.

Student Initials: _____

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
SAINT CLARE'S HEALTH
(CONTINUATION)

Stealing from the Hospital, employees, patients or members of the public, regardless of the amount. Soliciting tips, gifts or other gratuities or favors from patients or their families.

Possession of weapons or explosives on Hospital premises.

Field Experience abandonment/Leaving without authorization.

Failure to return to the Field Experience Program by the end of the student or intern's normal Field Experience day, on the date scheduled for return to the Field Experience from an excused absence.

Disclosure (whether negligent or intentional) of confidential information pertaining to patients, physicians, or other employees, including, but not limited to the violation of the Patient's Right and Confidentiality Policies and the Health Information Portability and Accountability Act (HIPAA).

Giving unauthorized medical or health advice.

Altering, falsifying, or making an intentional misstatement of facts on a member or patient record or chart.

Failure to perform assignment as directed.

Inappropriate attitude or behavior to patients, other employees, or members of the public.

Violations of security or safety regulations including unsafe acts, such as improper bending, lifting, twisting, etc.

Excessive absenteeism or pattern of unexcused absences.

Soliciting for any purpose during working time (working time does not include meal or break periods during which a student or intern is released from all duties).

Unsatisfactory performance.

Student Initials:

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
SAINT CLARE'S HEALTH
(CONTINUATION)

Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.

Failure to attend required orientation, in-service sessions or mandatory staff meetings.

Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.

Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.

Improper or unauthorized parking.

TO BE COMPLETED BY STUDENT

<p>I _____ acknowledge that I have read and fully understand the Code of Conduct.</p>		
_____ Print Name	_____ Signature	_____ Date

EXHIBIT "A-2"
STUDENT CONFIDENTIALITY POLICY /HIPAA
ACKNOWLEDGEMENT

Confidentiality Policy

Disclosure of confidential information gained through your Field Experience Program by the Hospital is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

Any information concerning a patient's illness, family, financial condition, or personal characteristics is strictly confidential. When a patient's history or condition is reviewed, it must be done in private only with those persons involved with the care of the patient. Copying, photographing, replicating in any manner, videotaping, etc. is strictly prohibited.

I understand and agree to abide by the statement outlined above.

HIPAA Acknowledgement

HIPAA is the Health Insurance Portability and Accountability Act of 1996: Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Field Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The Privacy Rule ("RULE") is a section of this law designed to protect the privacy of certain health information. This information is referred to as Protected Health Information ("PHI") that relates to the health of an individual and identifies, or can be used to identify, the individual. Disclosure of information in violation of the RULE is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

I understand and acknowledge the above standards regarding patient privacy and protected health information. Under HIPAA there are penalties both civil and criminal for failure to comply with privacy requirements.

Student Name (Please Print):	SCHOOL Name and Program:
Student Signature:	Date:

EXHIBIT "A-3"
AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS

This AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS (this "Agreement") is made effective this _____ day of _____, 20____ (the "Effective Date"), by and between (INSERT FACILITY NAME) ("Hospital") and _____ ("Student").

This Agreement is based on the facts hereinafter recited:

1. Student shall be provided access to Hospital's premises for the purpose of obtaining Field education via a Field Experience Program for students.
2. Student understands that the educational institution in which Student currently is enrolled in, and which has contracted with Hospital to provide Student access to Hospital's premises Field Experience Program, does not provide Workers' Compensation coverage for Student.
3. Student also understands and agrees that Hospital's Workers' Compensation insurance policy does not cover Student for injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
4. Student hereby agrees to waive and release Hospital from any liability or responsibility any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises that may otherwise be covered under workers' compensation insurance.
5. Student further understands and agrees that Students are required to obtain their own health insurance coverage for any illnesses or injuries sustained while engaging in Field Experience Program activities on Hospital's premises.
6. Student hereby agrees to look only to their own health insurance coverage or otherwise retain their own financial responsibility for any medical services they receive in connection with any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
7. The undersigned represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement, and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, or deletion shall affect the validity of the remaining provisions of this agreement.
9. This Agreement shall not be construed against the party or its representative who drafted this agreement, or any portion hereof.

1. Student Initials: _____

EXHIBIT "A-3"
(Continuation)

10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.
11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of New Jersey.
12. This release and agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and agreement may be amended only upon an agreement in writing.

Each Party fully understands that if any fact or legal consideration with respect to any matter released by this Agreement is found hereafter to be other than or different from the facts or legal considerations now believed to be true, such Party expressly accepts and assumes that this Agreement and all its terms shall be and will remain effective notwithstanding any such difference. With respect to the specific releases identified herein, each Party hereby waives any rights it may have under Civil Code section 1542, which section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers of Section 1542, and each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD

Hospital: _____
Signature: _____

Student: _____
Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A-4"
SAINT CLARE'S HEALTH
HOSPITAL EMPLOYEES ONLY

I, _____ employee of Saint Clare's Health and Student of Insert School, acknowledge that I have read, fully understand and agree to comply to the following terms:

WORKING TIME & OBSERVATION/FIELD ROTATION TIME EXCLUSIVITY:

Student/Observer agrees that his/her Working Time and Observation/Field Rotation Time are exclusive from one another, and at no point shall Student/Observer be performing Observation/Field Rotation Time and be allowed to change and perform Working Time. Likewise, at no point shall Student/Observer be performing Working Time and be allowed to change and perform Observation/Field Rotation Time.

Student/Observer Signature: _____ Date: _____

Saint Clare's Health Field Experience Supervisor:

Signature: _____ Date: _____

Name: _____ Title: _____

Approved by:

Signature: _____ Date: _____

Name: _____ Title: _____



General Compliance Training Attestation Form

I, _____, hereby confirm that I have reviewed
(Name)

and understand the content of the **GENERAL COMPLIANCE TRAINING** module on
_____.

(Date)

Print Name: _____

Signature: _____

Discipline/Specialty: _____

School Name: _____

Contact Information: _____

Please return the completed form to jeanmariechiappa@primehealthcare.com
For questions or concerns, please call: 973.537.3838

EXHIBIT B
STUDENT AGREEMENT – FIELD EXPERIENCE

I, _____, a student at _____ ("School") in the _____ Program desire the opportunity to obtain Field experience through participation in a Field rotation at Hospital (hereinafter referred to as "Field Experience"), and hereby agree to the following:

I understand and agree to abide by: (i) the applicable terms and conditions of the Educational Affiliation Agreement between my School and Hospital; and (ii) all applicable Hospital policies and procedures. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned Field Experience.

1. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Hospital's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my Field Experience. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.
2. I have been provided the necessary HIPAA training and understand and agree to: (i) appropriately access and disclose patient information; (ii) appropriately use the Hospital information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Hospital patient information.
3. I understand and agree that when I am participating in the Field Experience, I am not, and will not be, an employee of Hospital and will therefore not be eligible for any of the compensation or benefits that Hospital employees receive.
4. I authorize all necessary exchanges of information between Hospital and my School related to me and my participation in the Field Experience.
5. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my Field Experience.
6. I agree to act only within the scope of my Field Experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Hospital supervisor.
7. I have been appropriately immunized as required under the Educational Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the Field Experience and further agree to make the results of any such additional examinations available to Hospital upon request.
8. I understand that Hospital may make emergency care available to me during the term of my Field Experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by any Hospital Facility, including any emergency care.
9. I understand and agree that Hospital retains the right to remove me at any time, if Hospital deems such removal to be in the best interests of Hospital and its patients.
10. I agree to release Hospital from any liability for the loss of or damage to my personal property while on Hospital property. I agree to be liable for and indemnify Hospital for any claims made against Hospital which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian if applicable, acknowledge that I understand the dangers of participating in the Field Experience and hereby release Hospital, its administration, board of directors, employees and agents from any and all liability from my participating in the Field Experience. I agree that this Student Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

Signature _____ Date _____

PARENT/GUARDIAN (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Printed Name

Program



Student Safety Data System

Report Period 1 11/22 - 6/30/22

2022-23 INCIDENTS

School	Incident Total	Violence	Vandalism	Substances	Weapons	HIB Confirmed	Other Incidents Leading to Removal	HIB Alleged
(060) Kinnelon High School	11	3	2	2	0	4	2	3
(060) Kiel Elementary School	0	0	0	0	0	0	0	1
(065) PEARL R MILLER MIDDLE	1	0	0	0	0	1	0	1
(070) STONYBROOK	1	0	0	0	0	1	0	2
Total	13	3	2	2	0	6	2	7

Report Period 2 11/22 - 12/31/22

School	Incident Total	Violence	Vandalism	Substances	Weapons	HIB Confirmed	Other Incidents Leading to Removal	HIB Alleged
(060) Kinnelon High School	0	0	0	0	0	0	0	0
(060) Kiel Elementary School	0	0	0	0	0	0	0	0
(065) PEARL R MILLER MIDDLE	1	0	0	0	0	1	0	1
(070) STONYBROOK	0	0	0	0	0	0	0	0
Total	1	0	0	0	0	1	0	1

2022-23 School Year

School	Incident Total	Violence	Vandalism	Substances	Weapons	HIB Confirmed	Other Incidents Leading to Removal	HIB Alleged
(050) Kinnelon High School	11	3	2	2	0	4	2	3
(060) Kiel Elementary School	0	0	0	0	0	0	0	1
(065) PEARL R MILLER MIDDLE	2	0	0	0	0	2	0	2
(070) STONYBROOK	1	0	0	0	0	1	0	2
Total	14	3	2	2	0	7	2	8

Incident Total = Violence, Vandalism, Substances, Weapons, HIB Confirmed

Violence = Assault, Fight, Kidnapping, Robbery/Extortion, Sexual Assault, Sexual Contact, Threat/Simple, Threat/Criminal

Vandalism = Arson, Computer Trespass, Damage to Property, False Public Alarm, Theft, Trespass

Incident category totals may differ from total incidents due to multiple offenses selected for one incident.

<p><u>Standard School Day Schedule</u></p> <p>Kinnelon High School Arrival - 7:30am Dismissal - 2:23pm Pearl R. Miller Middle School Arrival - 8:20am Dismissal - 2:55pm Stonybrook Elementary Gr 3-5 Arrival - 9:10am Dismissal - 3:30pm Stonybrook Elementary Kindergarten Arrival - 9:10am Dismissal - 1:25pm Kiel Elementary Gr 1-2 Arrival - 9:20am Dismissal - 3:40pm Kiel Elementary Kindergarten Arrival - 9:20am Dismissal - 1:35pm Kiel Inclusive Preschool AM Session Arrival - 9:20am Dismissal - 11:50am Kiel Inclusive Preschool PM Session Arrival - 1:10pm Dismissal - 3:40pm</p>	<p><u>Delayed Openings: 2 HOUR Delay</u></p> <p>Kinnelon High School Arrival - 9:30am Pearl R. Miller Middle School Arrival - 10:20am Stonybrook Elementary Gr 3-5 Arrival - 11:10am Stonybrook Elementary Kindergarten Arrival - 11:10am Kiel Elementary Gr 1-2 Arrival - 11:20am Kiel Elementary Kindergarten Arrival - 11:20am Kiel Inclusive Preschool AM Session Alternating AM/PM sessions - Announcement will be made Kiel Inclusive Preschool PM Session Alternating AM/PM sessions - Announcement will be made Whenever there is a delayed opening, snow routes will be in effect.</p>	<p><u>Scheduled Minimum Day (1/2 day)</u></p> <p>Kinnelon High School Dismissal - 12:15pm Pearl R. Miller Middle School Dismissal - 12:55pm Stonybrook Elementary Gr 3-5 Dismissal - 1:25 pm Stonybrook Elementary Kindergarten Dismissal - 11:25am Kiel Elementary Gr 1-2 Dismissal - 1:35pm Kiel Elementary Kindergarten Dismissal - 11:35am Kiel Inclusive Preschool AM Session Alternating AM/PM sessions Kiel Inclusive Preschool PM Session Alternating AM/PM sessions</p>
<p><u>Early Dismissal Due to Inclement Weather</u></p> <p>Kinnelon High School Dismissal - 12:15pm Pearl R. Miller Middle School Dismissal - 12:55pm Stonybrook Elementary Gr 3-5 Dismissal - 1:25 pm Stonybrook Elementary Kindergarten Dismissal - 1:25pm Kiel Elementary Gr 1-2 Dismissal - 1:35pm Kiel Elementary Kindergarten Dismissal - 1:35pm Kiel Inclusive Preschool AM Session Dismissal - 11:50am Kiel Inclusive Preschool PM Session No PM Session</p>	<p>Students will board their bus 2 HOURS later than their regular scheduled time. Please be at your snow route bus stop at least 15 minutes before pick up time.</p>	<p>Closings due to inclement weather or emergencies will be announced over the following radio stations: WCBS-AM 88 Stations: NJ Channel 12 The District and School Websites also shows the current status of the schools when necessary.</p>

POLICY

Bylaws
0164/ PAGE 1 of PAGE 3
CONDUCT OF BOARD MEETING

0164 CONDUCT OF BOARD MEETING

Parliamentary Authority

Roberts' Rules of Order, Newly Revised, shall govern the Board of Education in its deliberations and acts in all cases in which it is not inconsistent with statutes of the State of New Jersey, rules of the State Board of Education, or these bylaws.

Presiding Officer

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice President shall act in his/her place; if neither person is present, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

Announcement of Adequate Notice

The person presiding shall commence each meeting with an announcement of the notice given for the meeting or a statement regarding the lack of adequate notice, in accordance with law.

Agenda

The Superintendent shall prepare an agenda of items of business to come before the Board at each meeting. The agenda shall be delivered to each Board member no later than two days before the Regular meeting and shall include such reports and supplementary materials as are appropriate and available.

The order of business at regular meetings shall be as follows:

1. Opening of Meeting. Call to order by Board President; reading of the Sunshine Law; roll call; salute to the flag.
2. Routine Matters. Approval of the minutes.
3. Report of the Student Representative



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4. Superintendent **Report**. Information of interest and current events in the schools. Presentations may also be made about different aspects of the curriculum or program. ***Agenda items presented by the Superintendent include educational programs, curriculum, grant reports, policy, personnel, etc. School Business Administrator/Board Secretary Report. Items presented by the School Business Administrator/Board Secretary include finance, contracts, buildings/grounds, negotiations, etc.***
5. ***Committee Reports***
6. Petitions and Hearings of Public. Questions and comments from the public regarding items on the agenda.
7. Agenda Items.
8. Unfinished Business. Completion of business that had previously been presented to the Board and is now ready for action.
9. New Business. Items that are being presented to the Board for the first time.
10. Correspondence
11. Petitions and Hearings of Public. Non-agenda items of a more general nature.
12. Board Member Comment
13. Adjournment.

The order of business at special meetings shall be:

1. Opening of Meeting. Call to order by Board President; reading of the Sunshine Law; roll call; salute to the flag.
2. Petitions and Hearings of Public. Questions and comments from the public regarding item(s) on the agenda.
3. Special Matters. Conduct of such business as shall have been indicated in the written notice of the meeting.
4. Adjournment.

The order of business at any meeting may be revised for due cause at the request of the chairperson and with the consent of the members or upon motion by a member duly seconded and receiving the assent of the members present.



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Electronic Participation in Meetings/Committee Meetings

The board recognizes that it is a duty of the office to which each member is elected that the members physically attends board meetings. The board acknowledges that on occasion a scheduling conflict may arise that prevents a member from being physically present at a meeting.

Due to difficulty in interacting with the public, board members will not be permitted to participate through electronic communication during the regular meeting or work session of the Board but will permit remote electronic participation during committee meetings.

Remote participation of a member for a committee meeting shall be recorded in the committee meeting minutes.

Any remotely participating member will be considered absent for all or part of the committee meeting as appropriate, if the electronic connection is or becomes insufficient to be heard by the rest of the committee; if the transmission is terminated due to equipment or power failure or poor connection; or any other reason that jeopardizes the effectiveness of the committee meeting.

Remote participation by electronic device in closed executive session is prohibited.

Remote participation in Board of Education meetings will be permitted during the Public Health Emergency pursuant to N.J.A.C. 5:39-1.1 through 1.7 as long as New Jersey is operating under a public health emergency.

N.J.S.A. 10:4-10
N.J.S.A. 18A:16-1.1

Adopted: 18 June 1990
Revised: 27 August 2001
Revised: 30 April 2009
Revised: 25 April 2013
Revised: 14 March 2019
Revised: 29 April 2021



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BOARD COMMITTEES

0155 BOARD COMMITTEES

Committees shall consist of no more than three Board members. In the event that a committee member cannot attend a scheduled meeting, the Board President may serve as ex officio on that committee. A member may request or refuse appointment to a committee; a member's refusal to serve on any one committee shall not prejudice his/her appointment to another committee.

The Board reserves the right to will conduct business as a hybrid of committees and Committee of the Whole model consisting of **five** standing committees: the Education/***Student Activities*** Committee, the Finance/Facilities and Security Committee, and the Personnel/***Negotiations*** Committee, ***Policy Committee and Community Relations Committee***.

An ad hoc committee may be created and charged at any time by the President or a majority of the Board members present and voting. The President shall appoint members to any committee so created and charged; members shall serve until the committee is discharged.

A chairperson shall be appointed by the President.

Committee meetings may be called at any time by the committee chairperson or when a meeting is requested by a majority of the members of the committee.

Committee meetings shall not be open to the public, except that a majority of the committee or the chairperson may open the meeting to the public or invite persons whose knowledge or expertise may be useful to the committee.

Adopted: 18 June 1990

Revised: 30 April 2009

Revised: 24 September 2015

Revised: 14 March 2019

