

MORRIS SCHOOL DISTRICT
MORRISTOWN HIGH SCHOOL, LEARNING COMMONS

REGULAR BUSINESS MEETING

April 8, 2019 – 6:00 P.M

CALL TO ORDER STATEMENT
ROLL CALL

OPEN PUBLIC MEETING

Mrs. Nancy Bangiola
Mrs. Meredith Davidson
Dr. Peter Gallerstein
Ms. Linda K. Murphy
Mr. Vij Pawar
Ms. Lisa Pollak
Mr. Leonard Posey
Mrs. Ann Rhines
Ms. Melissa Spiotta
Ms. Lucia Galdi

MORRIS PLAINS REPRESENTATIVE

STUDENT REPRESENTATIVES

Ms. Lia Vargas
Ms. Katherine Baskin

EXECUTIVE SESSION

6:00 P.M.

OPEN SESSION

8:00 P.M.

PLEDGE OF ALLEGIANCE

SUPERINTENDENT'S REPORT

Media Centers and S.E.L.
League of Innovative Schools Spring Conf.

PRESIDENT'S REPORT

PUBLIC COMMENT

1 Hour (3 minutes per person)

COMMITTEE REPORTS

BUSINESS AGENDA

Communications

All correspondence to the board must be
addressed through the board secretary. Copies
are available in the Board
Secretary's Office

Minutes

Policy

Educational Matters

Pupil Service

Human Resources

Business Matters

NEW BUSINESS BROUGHT BEFORE THE BOARD

EXECUTIVE SESSION

ADJOURNMENT

EXECUTIVE SESSION

Motion #1 AUTHORIZING EXECUTIVE SESSION

WHEREAS, while the Sen. Byron M. Baer Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.) requires all meetings of the Morris School District Board of Education to be held in public, N.J.S.A. 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session," without the public being permitted to attend, and

WHEREAS, the Board has determined that three (3) issues are permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance and shall be discussed during an Executive Session to be held on April 8, 2019 at 6:00 P.M, and

WHEREAS, the nine (9) exceptions to open public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box which will be marked when the issues to be privately discussed fall within that exception, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written:

"(1) Any matter which, by express provision of Federal law, State statute or rule of court shall be rendered confidential or excluded from public discussion." The nature of the matter, described as specifically as possible without undermining the need for confidentiality are: Student Matters

"(2) Any matter in which the release of information would impair a right to receive funds from the federal government." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

"(3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

"(4) Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body." The collective bargaining contract(s) discussed are between (1) the Board and the Morris School District Administrators Association.

"(5) Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

"(6) Any tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

"(7) Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer." The parties to and docket numbers of each item of litigation and/or the parties to each contract discussed are and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is:

"(8) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting." Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. v. New Jersey Expressway Authority, 124 N.J. 478 (1991), the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are:

"(9) Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

WHEREAS, the length of the Executive Session is estimated to be sixty (60) minutes after which the public meeting of the Board shall (select one) reconvene and immediately adjourn or reconvene and proceed with business where formal action will be taken.

NOW, THEREFORE, BE IT RESOLVED that the Morris School District Board of Education will go into Executive Session for only the above stated reasons; and

BE IT FURTHER RESOLVED that the Board hereby declares that its discussion of the aforementioned subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure.

MINUTES

Motion #1 that upon the recommendation of the Superintendent, the Board of Education, approve executive session minutes from the regular business meeting of:

March 25, 2019

Motion #2 that upon the recommendation of the Superintendent, the Board of Education, approve minutes from the regular business meeting of:

March 25, 2019

POLICY

RESIDENCY

Motion #1 that upon the recommendation of the Superintendent, the Board of Education approve the following resolution:

WHEREAS, on 03/28/2019, the parents/guardians of students #609808 and 618570 were provided with a Notice of Initial Determination of Ineligibility for a free education in the Morris School District ("MSD") based upon the administration's review of their domicile/residency status; and

WHEREAS, they were notified of the right to request a hearing before the Board of Education to demonstrate that the students are entitled to attend school in the MSD; and

WHEREAS, they did not request such a hearing; and

WHEREAS, they have provided no documentation to support the students' eligibility for a free education in the MSD.

NOW, THEREFORE, be it resolved that the students listed below are not eligible to receive a free education in the MSD and the administration is authorized to provide the parents/guardians with a Notice of Final Ineligibility, which will include the rate of tuition that may be assessed against them, along with information regarding their right to appeal this determination to the Commissioner of Education.

SECOND READING

Motion #2 that upon the recommendation of the Superintendent, the Board of Education approve for second reading the following new/revised bylaws/policies/regulations:

- | | |
|----------|--|
| P2340 | Field Trips |
| P2415.06 | Unsafe School Choice Option (M) |
| P5611 | Removal of Students for Firearms Offenses (M) |
| P8461 | Reporting Violence, Vandalism, Harassment, Intimidation, Bullying, Alcohol and other Drug Offenses (M) |

2340 FIELD TRIPS

The Board of Education recognizes that field trips ~~and in-school cultural programs~~ are effective means for enriching curriculum objectives and for stimulating student interest, inquiry, and social growth. Parent(s) or legal guardian(s) are therefore encouraged to expose their children to the many cultural facilities and activities available in and around our geographic area. Class **field** trips ~~and cultural in-school programs~~, if ~~must be~~ carefully planned and executed with stated objectives, activities and outcomes, can also extend and enrich the curriculum and so the Board of Education recommends that teachers also utilize these readily available community resources.

For purposes of this policy, a field trip is defined as any journey by a group of students away from the school premises, under the supervision of a certificated staff member, and integrally related to an approved course of study, or extracurricular activity.

Participation on a field trip is a privilege. A student may be denied permission to participate by the Principal based upon the student's behavior. Students on field trips remain under the supervision of the Board of Education and are subject to its rules and regulations. A student who violates rules or disregards the authority of supervisors on a field trip significantly endangers the safety of other students and may be summarily dismissed from the trip.

The Superintendent or his/her designee shall develop regulations for day trips that are, at a minimum:

- Appropriate for the curriculum and educationally worthwhile.
- Suitable for the age of the students.
- Local (preferable).
- Practical.
- Cost effective and within the confines of budgetary limitations.
- Set maximum transportation times.

Requirements

1. The faculty member shall review the merits of the field trip with the appropriate immediate supervisor who will advise and counsel on those merits.
2. The immediate supervisor of the faculty member will forward the field trip request form for administrative approval after all aspects of the trip have been discussed and clarified. All field trips will require Building Principal approval, Superintendent or Designee approval, and Board of Education approval. Exceptions to this procedure will be made by the Superintendent or Designee.

3. Requests for day field trips must be received by the Superintendent or Designee no later than thirty days preceding the trip. Requests for overnight field trips must be received by the Superintendent or Designee no later than seventy-five days preceding the trip. (The only exceptions would include such events as play-offs, finals, etc., which are frequently scheduled by outside agencies or through circumstances beyond the control of the school officials.) Overnight trips must be discussed with the Building Principal in time to secure Superintendent approval prior to proceeding with making any further arrangements for the trip.

Requests for overnight trips must be accompanied by the following:

- a. Complete trip itinerary including dates, hotels, addresses and phone numbers. Note: The faculty member is not permitted to make on-site alterations to a trip itinerary, once approved, except where the health, safety or welfare of students is imperiled or where changes or substitutions beyond the control of the faculty member have frustrated the purpose of the trip.
 - b. An insurance certificate from the tour operator (if applicable) naming the Morris School District Board of Education as an insured party for a minimum insurance coverage of \$5 million.
 - c. Confirmation from the approved transportation company that arrangements have been made to provide service for the proposed trip (if applicable).
 - d. A supervisory plan indicating a ratio of chaperones to students of no less than 1:10. For overnight trips, there should be one security guard for every floor that students are on. Identification of security companies should be part of the field trip application and must be qualified to meet the needs of the students to ensure their safety.
 - e. Detailed descriptions of accommodations which include all students staying on one floor if possible.
 - f. Detailed descriptions of supervisory procedures to ensure student safety.
4. Students must obtain the written approval of each of their teachers prior to an overnight trip. Students are responsible for all work missed due to their participation in the field trip.
5. Parental permission slips are required for each student participating in any field trip.
6. Arrangements must be made for any students who require the presence of an aide or nurse on any field trip.
7. Arrangements must be made for medical emergencies during an overnight field trip. The Board of Education permits self-administration of medication on field trips for asthma, epinephrine, or other potentially life-threatening medication by students in grades six through twelve with a doctor's order on the district form, or by students deemed responsible and able to meet criteria set by the Board. All conditions established by law and Board policy shall be met. Epinephrine shall be administered via auto-inject to students in emergencies on field trips by the school nurse, his/her designee, the student's parent(s) or legal guardian(s) or the student himself/herself in accordance with Board policy.

8. On the day of departure, a field trip list of students in attendance, together with their respective permission slips, must be submitted to the school office. Following the trip, the Principal may require the faculty member, chaperones, and/or students to evaluate the trip.
9. There must be at least one certified, contracted faculty member, supervisor or administrator who is a district employee accompanying students; there must be at least one faculty member on each bus and additional faculty members or chaperones, as circumstances require. Additional chaperones should be considered if the experience requires the student group to be dispersed on arrival at the site of visitation. If a trip requires an overnight stay and the students are not all of one gender, every effort will be made to ensure at least one male and one female chaperone.
10. At no time during a field trip is an adult chaperone permitted to be alone in a hotel room or other private setting with a student except where the health, safety or welfare of a student is imperiled.
11. As field trips are an extension of the school program, all rules and regulations that apply to students in school shall apply to students on a field trip. Use or possession of alcohol or controlled substances is specifically prohibited, regardless of the type or destination of the field trip. A student who violates rules or disregards the authority of supervisors on the field trip may significantly endanger the safety of other students and may be dismissed from the trip.
12. The faculty member will review acceptable standards of conduct with the students in advance of the trip. The faculty member has primary responsibility for the conduct of the students. Students who cannot be self-controlled or faculty member-controlled may be excluded from field trips with permission of the Building Principal. Students may also be excluded by the Building Principal for reasons determined at the building level.
13. Trip arrangements are to be explained to students by the faculty member. Depending upon the circumstances, the Building Principal may either require the faculty member to communicate arrangements in writing to parent(s) or legal guardian(s) or to schedule a pre-trip parent meeting.
14. Faculty members are responsible for formulating a field trip Emergency Communication Kit which is to include: adult and student lists with home and emergency contact information; maps indicating itinerary, routes and destination; and information relevant to emergency communication if such becomes necessary, i.e., administrative phone numbers (office and home/cell), unique student health concerns, etc. Should an emergency occur during the trip, the faculty member is responsible for notifying the Principal by telephone as soon as possible.
15. Date of trip, time, and number of students involved should be sent to the manager of the cafeteria, in writing, at least three days before the trip, if the trip will impact food services in the building.
16. On return to the school building, faculty members sponsoring the trip are responsible for the safety of students awaiting parent(s) or legal guardian(s) pickup. Faculty members are to remain at the school until all students have left the premises.
17. Private transportation should only be used in extreme cases. When private vehicles are used, the owners of the vehicles must have adequate liability insurance for the protection of the students. In addition, the faculty member must be certain that the driver is licensed and competent and that parent(s) or legal guardian(s) are properly informed by permission slip of these unique circumstances.

18. Students are not allowed to drive to and from a field trip site. Parents may not drive to and from an overnight field trip unless emergency circumstances apply. If and when busses are hired to transport students on a day field trip and a parent chooses not to send his/her child(ren) on the bus, the said parent may opt to drive his/her own child(ren) to or from the field trip destination only when the following criteria are met:

- a. The parent must complete and sign a permission form that releases the Board of Education from any and all liability while transporting his/her child(ren) to and from the field trip destination.
- b. All children who are transported by their parent(s) for a field trip must first report to the school and homeroom teacher and/or designee for attendance purposes.
- c. Upon arrival at the field trip destination, all students who were transported privately must report to the homeroom teacher or designee for attendance. Students and their parents must remain with the class for the duration of the field trip activities.
- d. Once the field trip activities are completed, the child(ren) can be released to the custody of their parent(s) and transported back home.

19. The board shall bear all expenses of day field trips aligned with the curriculum. Parents/guardians may be asked to contribute to the expense of other types of excursions. Students may also organize and execute their own fundraising events after obtaining permission from the building administrator and Board of Education. No student is to be denied the right to participate because of inability to pay.

International trips

Field trips outside of the United States are not sanctioned by the Board of Education.

~~For the purposes of this policy, field trips are defined as trips that are outside of that school's premises, and would include going to another school within the district. Cultural events are defined as events that occur on that school's premises.~~

~~*Safety of students must be of prime concern; adequate supervision must be provided by staff aided by other adult chaperones; and parent(s) or legal guardian(s) permission must be obtained for each student participating.* students denied the right to participate for whatever reason shall be provided with a meaningful educational program at school.~~

~~The Board of Education, at its discretion, will fund transportation and admission costs for a limited number of grade level, curriculum-related field trips or cultural events. Parent(s) or legal guardian(s) may be asked to assume partial cost of one activity fee as determined annually by the district cultural arts/field trip committee. However, no child shall be excluded from any field trip because of an inability to pay.~~

Special Trips and School-Sponsored Curriculum Trips

~~Each teacher will submit an official request, indicating the nature of the trip, its objectives and anticipated outcomes, relevance to core curriculum standards, number of students and adult chaperones and any other necessary details required to allow administration to accurately determine the soundness of the proposed educational experience and its related expense. Notification of students, requests for parental permission, and final arrangements (e.g., fund raising, reservations, etc) shall be initiated by the teacher only after receiving approval of the trip. Teachers, chaperones, and other adult volunteers, as well as students, parent(s) or legal guardian(s), must understand that although the trip is designed for the school day, unforeseen delays may occur and they should plan accordingly. The Board of Education appreciates the hours beyond the regular school day that the staff volunteers. There shall be a written evaluation provided by the faculty member to the building administrator within one week of the trip.~~

~~The Supervisor of Transportation must receive advance written notice and will make all necessary transportation arrangements.~~

~~Building administrators may approve in-school cultural events within the confines of their budgets and other funding sources which he/she deems educationally worthwhile.~~

~~The Superintendent or his/her designee is authorized to approve all local and out-of-State day trips within the confines of budgetary limitations and which he/she deems educationally worthwhile. are aligned with the curriculum.~~

~~The Board does not endorse, support, or assume liability in any way for any staff member of this district who takes students on trips not approved by the Board or Superintendent in accordance with this policy, and shall not be liable for the welfare of students who travel on such trips. unauthorized trips. No staff member may solicit students of this district Solicitation for such trips within the facilities or on the grounds of the district without the Superintendent's approval. Board permission is strictly forbidden.~~

~~All overnight and/or out of country trips planned for the current school year must be recommended by the Superintendent to the Board of Education for approval at the earliest opportunity. After Board of Education approval, parent(s) or legal guardian(s) must be extended the courtesy of as much notice as possible before the planned departure. The Board of Education shall not be expected to fund such activities regardless of their worthiness and the parent(s) or legal guardian(s) should understand that the students, through their fund-raising activities, will accumulate all or a portion of the funds necessary for such trips. Such trips, if at all possible, should be scheduled during school vacation periods.~~

N.J.S.A. 18A:36-21 et seq.; 18A:53-2

Adopted: 12 January 2009

Revised: 8 April 2019

2415.06 UNSAFE SCHOOL CHOICE OPTION (M)

M

The New Jersey Department of Education (NJDOE) is required to establish an Unsafe School Choice Option (USCO) Policy per the Elementary and Secondary Act (ESEA) of 1965, as reauthorized under the Federal Every Student Succeeds Act of 2015 (ESSA). The USCO Policy requires that students who attend a persistently dangerous public elementary or secondary school as determined by the NJDOE, or become victims of a violent criminal offense while in or on school grounds of a public school that they attend, be allowed to attend a safe public school within the district. The USCO provision under the ESSA contains two provisions that apply to school districts that receive funds under ESSA: Provision I - Persistently Dangerous Schools and Provision II - Victims of Violent Criminal Offenses.

~~The Unsafe School Choice Option (USCO) provision of The No Child Left Behind Act of 2001 (NCLB) §9532 contains two provisions that apply to school districts that receive funds under NCLB: Provision I - Persistently Dangerous Schools and Provision II - Victims of Violent Criminal Offenses.~~

Effective the beginning of each school year, school districts receiving ~~NCLB~~ ESSA funds must be prepared to complete the transfer of ~~pupils~~ students who choose to exercise Provision I and Provision II of ~~NCLB~~ and this Unsafe School Choice Option Policy. Compliance with the Policy is a condition of receiving funds under any and all titles under ~~NCLB~~ESSA. The Superintendent is required to certify compliance with this USCO Policy to the New Jersey Department of Education (NJDOE) in the application for ~~NCLB~~ESSA funds.

USCO Policy Provision I - Persistently Dangerous Schools (PDS)

1. Criteria for Determining Persistently Dangerous Schools.

A persistently dangerous school is a public elementary or secondary school building (except for Regional Day Schools, Educational Services Commissions and Special Services School Districts) that meets the objective criteria determined by the New Jersey Department of Education (NJDOE) for three consecutive years and is part of a school district that receives funds under ~~NCLB~~ESSA. The NJDOE will use the most current available data from the ~~Electronic Violence and Vandalism Reporting System (EVVRS)~~ Student Safety Data System (SSDS) to identify persistently dangerous schools on or before July 31 of each year, ~~in compliance with federal regulations (68 FR 16789).~~

2. Procedures and Guidelines for Schools Determined to be Persistently Dangerous.

A school district will be notified by the NJDOE on or before July 31 of each year if a school(s) in the school district has been identified as a PDS. Once the district receives notification a school is identified as persistently dangerous, the district must inform all parents of enrolled pupils in the school of the designation within fifteen calendar days of the notice and offer them the option for their children to transfer to a safe public school within the district by the beginning of the respective school year. The district must complete all transfers by the beginning of the school year following the July notification.

~~Pupils~~ **Students** are not required to accept the transfer option, but they must be afforded the opportunity to do so. Parental notice regarding the status of the school and the offer to transfer pupils should be made simultaneously. Parents of enrolled pupils **students** must be notified of the persistently dangerous designation whether or not there is another school within the district for the transferring pupils. **students**.

To the extent possible, the district will allow transferring pupils to transfer to schools that ~~are making adequate yearly progress in accordance with NCLB and have not been identified as being in need of school improvement, corrective action or restructuring~~ **low performing, under the State's ESSA accountability system. When a transfer school is not available within the school district, the district may seek arrangements for students to transfer to the nearest charter school or neighboring district; however this is not required.** The district ~~will~~ **may** take into account the needs and preferences of the affected ~~pupils~~ **students** and parents.

3. Corrective Action Plan for a School Identified as Persistently Dangerous.

If a school in the district is identified **by the NJDOE** as persistently dangerous, the district will submit to the NJDOE, ~~on or before August 25,~~ documentation of compliance with the parent notification requirement and actions taken to complete the transfer arrangements for all ~~pupils~~ **students** exercising the option by the first day of the school year. **Additionally,** ~~the district is required to~~ **will also** develop and submit for approval a corrective action plan to the NJDOE on or before September 30 of the same year, which will apply to the respective school year. The corrective action plan, which must be completed in the format provided by the NJDOE, will describe how the school will reduce the number of incidents of violence as determined by the ~~EVVRS~~ **SSDS**. The NJDOE will provide schools with guidance for their corrective action plans, as well as monitor the school district's timely completion of the approved plans.

In the spring of each following year, the NJDOE will re-evaluate the status of a school identified as persistently dangerous. The NJDOE will review the school's progress towards completing ~~their~~ **its** corrective action plan and compare the current year's incidents of violence, as reported on the ~~EVVRS~~ **SSDS**, to the criteria for determining persistently dangerous schools (PDS). A school identified as maintaining the persistently dangerous designation will be notified by the NJDOE on or before July 31 of the respective year and will be required to submit for approval a revised corrective action plan by ~~August 25~~ **September 30** of that year, which will apply to the respective school year. The school district must inform all parents of enrolled ~~pupils~~ **students** in the school of the designation within fifteen calendar days of the notice and offer them the option for their children to transfer to a safe public school by the beginning of the respective school year **in accordance with 2 above.**

A school no longer designated persistently dangerous will be notified on or before July 31 of the respective year. The persistently dangerous designation will be removed after one or more years contingent upon successful fulfillment of the criteria for removal, as determined by ~~and in accordance with guidance provided by the~~

~~NJDOE~~.evidence of the school's progress toward successfully completing the approved corrective action plan, and evidence of incidents that no longer meet the criteria for determining PDS, described above, for one school year, the year in which the corrective action plan was in effect.

4. Procedures and Guidelines for Early Warning of Schools.

~~Effective in 2004, if~~ **When** a school meets the criteria set forth in this Policy for ~~two consecutive~~ **one** years, the district will be notified of ~~their pattern~~ **the types** of offenses ~~that have led to an early notification. This notification,~~ on or before August 15 of each year, ~~will be informational only. A school that no longer meets the criteria for PDS for one year will no longer be considered in early notification status. A school that meets the criteria for two consecutive years will move into early warning status outlined below.~~

~~If a school meets the criteria set forth in this Policy for two consecutive years, the district will be notified of the pattern of offenses on or before August 15 of each year. . If notified, the district will develop and submit to the NJDOE for approval a corrective action~~ **school safety** ~~plan to the NJDOE on or before September 30 of the same year, which will apply to the respective school year. The corrective action~~ **school safety** ~~plan, which must be completed in the format provided by the NJDOE, will describe how the school will reduce the number of incidents of violence as determined by the EVVRS~~ **SSDS**. The NJDOE will provide ~~an early warning~~ **the** school with guidance for ~~their corrective action~~ **its school safety** plan, as well as monitor the school's timely completion of the approved plan. ~~This school shall become a top priority for intensified district support for research-based programs and technical assistance. A school receiving an "early warning" notice is not required to provide the transfer option to pupils.~~

In the spring of each following year, the NJDOE will reevaluate the school's progress towards completing ~~their corrective action~~ **its school safety** plan and compare the current year's incidents of violence, as reported on the ~~EVVRS~~ **SSDS**, to the criteria for determining persistently dangerous schools. ~~The~~ **s**Schools will be notified of their ~~its~~ status on or before July 31 of the respective year.

A school that ~~has successfully completed their corrective action plan and reported violent incidents that~~ no longer meets the Criteria for Determining Persistently Dangerous Schools for one school year (the year in which the corrective action plan was in effect) will no longer be required to submit a ~~Corrective Action~~ **school safety** Plan.

A school that ~~does not successfully complete their Corrective Action Plan and that~~ meets the criteria ~~set forth in this Policy~~ **for PDS** for a third consecutive year will be designated as persistently dangerous and will be required to submit for approval a revised corrective action plan on or before September 30 of that year, which will apply to the respective school year. The district will also provide the transfer option to pupils in the school designated as persistently dangerous.

5. Schools Not Receiving ~~NCLB~~-ESSA Funds, but Meeting the Criteria for PDS.

School buildings and districts that do ~~not~~ receive federal funds under ~~NCLB~~ ESSA, but meet any one of the criteria for persistently dangerous schools, will be contacted by the NJDOE and be required to develop and submit for approval a ~~Corrective Action~~ school safety pPlan on or before September 30 of the respective year. The ~~Corrective Action Plan~~ school safety plan must be completed in the format provided by the NJDOE and describe how the school will reduce the number of incidents of violence as determined by the ~~EVVRS~~ SSDS. The NJDOE will provide the school guidance for ~~their corrective action~~ its school safety plan, as well as monitor the school's timely completion of the approved plan.

USCO Policy Provision II - Victims of Violent Criminal Offenses

The ~~Victim of Violent Criminal Offenses~~ Unsafe School Choice Option provision of ~~NCLB~~ under the ESSA requires a ~~pupil~~ student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary or secondary school that the pupil attends, be allowed to attend a safe public elementary or secondary school within the district, including a public charter school.

The individual victim provision of this Policy attempts to fulfill the requirement for the school district to provide relief to students who have been victimized, while providing a school with a practical means for making determinations on incidents of victimization that are within the purview of the school district. The individual victim section of this Policy has been crafted to enable school staff to make reasonable determinations and actions regarding this Policy.

The Superintendent will consult with the Board attorney and communicate with designated local and/or county law enforcement authorities, per the provisions of the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials and N.J.A.C. 6A:16-6.2(b)1213, on questions and issues that arise in the implementation of the individual victims of violent criminal offenses section of this Policy.

1. Criteria for Determining Victims of Violent Criminal Offenses

The following criteria must be used to determine when an enrolled ~~pupil~~ student has become a victim of a violent criminal offense while in or on the grounds of a public elementary or secondary school that the pupil student attends. These criteria only apply to a ~~pupil~~ student who has become a victim of one or more of the violent criminal offenses enumerated below:

A ~~pupil~~ student is considered a victim of a violent criminal offense when:

- a. A referral has been made to law enforcement officials for suspicion that one of the violent criminal offenses enumerated below has occurred; and
- b. One or more of the following applies:

- (1) Law enforcement officials have filed formal charges against the perpetrator(s) for commission of the violent crime; or
- (2) The ~~perpetrator~~offender(s) of the violent crime ~~has been disciplined~~has received sanctions in accordance with the Board of Education's Code of Student Conduct ~~school policy~~; or
- (3) The ~~perpetrator~~offenders(s) of the violent crime either has not been identified or is not an enrolled pupilstudent(s), but it is clear that the pupilstudent (victim) has become a victim of a violent criminal offense based on objective indicators such as physical evidence, eyewitness testimony, and/or circumstantial evidence; or
- (4) The pre-existence of a restraining order against the perpetrator(s) of the violent crime.

2. Procedures and Guidelines

Effective the first day of each school year beginning ~~in 2003~~, the district must be prepared to begin the transfer of any pupilstudent who chooses to exercise the ~~unsafe school~~individual choice option provision. The district must offer, within ~~fourteen~~calendar days of the incident, an opportunity to transfer to a safe public school within the district to any pupilstudent who has become a victim of a violent criminal offense while in or on the grounds of a public school that the pupilstudent attends. While the pupilstudent must be offered the opportunity to transfer, the pupilstudent may elect to remain at the school.

To the extent possible, the district will allow any transferring pupilstudent to transfer to a school that ~~is making adequate yearly progress in accordance with NCLB~~has not been identified as low performing, under the State's ESSA accountability system and has not been identified as being in need of school improvement, corrective action or restructuring. ~~In addition, when a transfer is school is not available within the district,~~ the district may seek arrangements for a student to transfer to the nearest charter school or neighboring district; however, this is no required. The district ~~will~~may take into account the needs and preferences of the affected pupilstudent and his or her parent(s). Transfers must occur within thirty days of the determination that the pupilstudent was a victim of a violent criminal offense.

3. Violent Criminal Offenses

The violent criminal offenses under New Jersey statutes that apply to the individual victim provision are identified and explained below. The offenses apply to completed offenses, as well as threats and attempts to commit the offenses. The offenses and attempts to commit the offenses apply only when they occur in or on the grounds, as defined in N.J.A.C. 6A:16-1.3, of a school that the pupilstudent attends. The offenses apply whether they occur wholly or in part in or on the grounds of a school that the pupilstudent attends.

The offenses apply only to acts or attempts that are directed at a person (victim) or a group of specified individuals (victims), rather than acts that indiscriminately affect the entire school population or non-specified individuals or groups. ~~For the purposes of this Unsafe School Choice Option Policy, the term "victim" shall not include a pupil who purposely, knowingly or recklessly provokes the conduct constituting the criminal incident against him or her.~~

4. Applicable Violent Criminal Offenses

Below is a description of each applicable violent criminal offense that is based upon New Jersey statutes and references to statutory citations that provide complete explanations of each designated offense. The descriptions provided below are not intended to be a complete explanation of each offense or a substitute for the actual provisions of the authorizing statutes. Instead, the descriptions are provided as an aid in facilitating understanding of the general intent and practical applications of the violent criminal offenses that pertain to this Unsafe School Choice Option Policy.

- a. Homicide [N.J.S.A. 2C:11-2] - A person is a victim of a homicide when he or she is the child, sibling or other relative of a decedent, resulting from someone purposely, knowingly or recklessly causing the death of the ~~pupil~~ student's parent, sibling or relative in or on school grounds.
- b. Assault [N.J.S.A. 2C:12-1(a)(1-3) and 2C:12-1(b)(1-4)] - A person is a victim of an assault when the actor purposely, knowingly or recklessly causes bodily injury to the victim [~~N.J.S.A. 2C:12-1(a)(1)~~]; negligently, recklessly, knowingly or purposely causes bodily injury to the victim with a deadly weapon [~~N.J.S.A. 2C:12-1(a)(2), N.J.S.A. 2C:12-1(b)(2) and N.J.S.A. 2C:12-1(b)(3)~~]; attempts by physical menace to put the victim in fear of imminent serious bodily injury [~~N.J.S.A. 2C:12-1(a)(3)~~]; or knowingly points a firearm at or in the direction of the victim, whether or not the actor believes it to be loaded. [~~N.J.S.A. 2C:12-1(d)(4)~~].
- c. ~~Aggravated Sexual Assault [N.J.S.A. 2C:14-2] - A person is a victim of an aggravated sexual assault when the actor commits an act of sexual penetration with the victim under any of the following circumstances:~~
 - (1) ~~The victim is less than thirteen years old.~~
 - (2) ~~The victim is:~~
 - (a) ~~At least thirteen, but less than sixteen years old; and~~
 - (i) ~~The actor is related to the victim by blood or affinity to the third degree; or~~
 - (ii) ~~The actor has supervisory or disciplinary power over the victim by virtue of the actor's legal, professional or occupational status; or~~

- (iii) ~~The actor is a foster parent, a legal guardian or stands in loco parentis within the household.~~
- (3) ~~The act is committed on the victim during the commission, or attempted commission, whether alone or with one or more persons, of robbery, kidnapping, homicide, aggravated assault on another, burglary, arson or criminal escape.~~
- (4) ~~The actor is armed with a weapon or any object fashioned in such a manner as to lead the victim to reasonably believe it to be a weapon and threatens by word or gesture to use the weapon or object on the victim.~~
- (5) ~~The actor is aided or abetted by one or more other persons and the actor uses physical force or coercion on the victim.~~
- (6) ~~The actor uses physical force or coercion and severe personal injury is sustained by the victim.~~
- (7) ~~The victim is one whom the actor knew or should have known was physically helpless, mentally defective or mentally incapacitated.~~

c5. Sexual Assault [N.J.S.A. 2C:14-2] -

A student is a victim of a sexual assault when the student is a victim of an act of sexual contact when the victim is less than thirteen years old and the actor is at least four years older than the victim, or the student is a victim of an act of sexual penetration under any of the following circumstances:

A person is a victim of a sexual assault when:

- (1) The victim is less than thirteen years old.
- (2) The victim is at least thirteen, but less than sixteen years old; and the actor is at least four years older than the victim.
- (3) The victim is at least sixteen years old, but less than eighteen years old; and the actor has supervisory or disciplinary power over the victim.
- (4) The actor uses physical force or coercion.
- (5) The victim is one whom the actor knew or should have known was physically helpless, mentally defective, or mentally incapacitated.

- a. ~~The actor commits an act of sexual contact with a victim who is less than thirteen years old and the actor is at least four years older than the victim; or~~

- ~~b. The actor commits an act of sexual penetration with a victim under any of the following circumstances:~~
 - ~~(1) The actor uses physical force or coercion, but the victim does not sustain severe personal injury.~~
 - ~~(2) The victim is at least sixteen but less than eighteen years old.~~
 - ~~(3) The actor has supervisory or disciplinary power of any nature or in any capacity over the victim.~~
 - ~~(4) The victim is at least thirteen but less than sixteen years old and the actor is at least four years older than the victim.~~

- 6. Bias Intimidation [N.J.S.A. 2C:16-1(a)] - A person is a victim of the crime of bias intimidation when an actor commits, attempts to commit, conspires with another to commit or threatens the immediate commission of an offense specified in chapters 11 through 18 of Title 2C of the New Jersey Statutes; N.J.S.A. 2C:33-4; N.J.S.A. 2C:39-3; N.J.S.A. 2C:39-4 or N.J.S.A. 2C:39-5 in the following circumstances:
 - a. With a purpose to intimidate a victim or a group of specified victims because of race, color, religion, gender, handicap, sexual orientation or ethnicity; or
 - b. Knowing that the conduct constituting the offense would cause a victim or a group of specified victims to be intimidated because of race, color, religion, gender, handicap, sexual orientation or ethnicity; or
 - c. Under circumstances that caused any victim of the underlying offense to be intimidated and the victim, considering the manner in which the offense was committed, reasonably believed either that:
 - (1) The offense was committed with a purpose to intimidate the victim or any person or entity in whose welfare the victim is interested because of race, color, religion, gender, handicap, sexual orientation or ethnicity; or
 - (2) The victim or the victim's property was selected to be the target of the offense because of race, color, religion, gender, handicap, sexual orientation or ethnicity.

- 7. Terroristic Threat [N.J.S.A. 2C:12-3(a) and 2C:12-3(b)] - A person is a victim of a terroristic threat when the actor threatens to commit one of the violent criminal offenses enumerated under the USCO Policy Provision II against the victim with the purpose to put the ~~pupil~~ **student** in imminent fear of one of the violent crimes enumerated in the USCO Policy Provision II under circumstances reasonably causing the victim to believe the immediacy of the threat and the likelihood that it will be carried out. The definition of terroristic threat applies to N.J.S.A. 2C:12-3(a) insofar

as the threat was directed at a person (victim) or a group of specified individuals (victims).

8. Robbery [N.J.S.A. 2C:15-1] - A person is a victim of a robbery when the actor, in the course of committing a theft, inflicts bodily injury; or uses force upon the victim; or threatens the victim with or purposely puts the victim in fear of immediate bodily injury.
9. Kidnapping [N.J.S.A. 2C:13-1] - A person is a victim of a kidnapping when the actor unlawfully removes the victim from the school or school grounds; or the actor unlawfully confines the victim with the purpose of holding the victim for ransom or reward as a shield or hostage; or the actor unlawfully removes the victim from the school or school grounds or a substantial distance from where he or she is found in school or on school grounds; or if the actor unlawfully confines a ~~pupil~~ **student** for a substantial period of time to facilitate commission of a crime or flight thereafter, or to inflict bodily injury on or terrorize the victim.
10. Arson [N.J.S.A. 2C:17-1] - A person is a victim of arson when the actor **purposely or knowingly** starts a fire or causes an explosion in or on the grounds of a school whereby purposely or knowingly the victim or group of specified victims are in danger of death or bodily injury; or with the purpose of destroying or damaging the victim's or group of specified victim's property that is in the school or on school grounds.

Miscellaneous Provisions of USCO

1. Transfer Time Period – Persistently Dangerous Schools

The transfer will be temporary and will be in effect as long as the ~~pupil~~ **student's** original school is identified as persistently dangerous.

2. Charter School Transfer Option

While ~~NCLB~~ **ESSA** permits affected ~~pupil~~ **students** to be afforded the opportunity to attend a public charter school, in addition to a safe public elementary school or secondary school within the school district, the application of this provision in New Jersey is limited. Transfers to a charter school can only occur as a part of the charter school's "equal opportunity" selection process and among charter schools administered under the same managing authority (i.e., charter schools within the charter school district).

Since charter schools in New Jersey are considered public LEA's, pursuant to N.J.S.A. 18A:36A-3, operated independently of a local board of education, transfers may only take place among charter schools within the LEA. Therefore, ~~pupil~~ **students** may be permitted to transfer to another charter school that is administered under the same managing authority of the charter school, but are not permitted to transfer to a school in the local public school district administered by a local board of education.

However, pursuant to N.J.S.A. 18A:36A-7, a charter school must be open to all **pupilstudents** on a space available basis and may not discriminate in its admission policies or practices (although it may establish reasonable criteria to evaluate prospective **pupilstudents**), and in accordance with N.J.S.A. 18A:36A-8, if there are more applications to enroll in the charter school than there are spaces available, the charter school must select **pupilstudents** to attend using a random selection process for enrollment.

3. Funding Sources for USCO

The Unsafe School Choice Option ~~law statute~~ does not authorize resources specifically to help cover USCO costs **associated with transferring a student from a PDS**. However, under certain circumstances Federal funds may be used. For example, ~~funds under SDFSCA (ESEA Title IV, Part A of the NCLB)~~ may be used to establish safe zones of passage to and from school to ensure that **pupilstudents** travel safely on their way to school and on their way home [Section 4115(b)(2)(E)(v)]. In addition, ~~SDFSCA ESEA Title IV~~, Part A funds may be used to help cover costs such as tuition or transportation related to the Unsafe School Choice Option or expansion of public school choice [Section 5121(8) and 5131(12 and (25))].

4. **Special Education-PupilStudents**

The district will provide transferred special education **pupilstudents** with the program required by the **pupilstudent's** Individualized Education Program (IEP).

5. Transfer Schools

In the event there is not another school within the school district for a transferring **pupilstudent**, the district is not required to transfer the **pupilstudent** to a school outside the school district.

~~Under the federal regulations (68 FR 16789), this Policy only applies to offenses that occur in the 2003-2004 school year and thereafter. Beginning with the 2004-2005 school year, the district must provide the transfer option to victims of violent criminal offenses that occurred in the previous school year, if the determination that the pupil was a victim was made thirty days or fewer before the end of the school year.~~

The district will use the school choice option as one response to incidents of victimization. Additionally, the district will develop and implement appropriate strategies for addressing the circumstances that contribute to or support victimization, as well as consistently and proactively manage individuals who have victimized **pupilstudents**. The district will promote the importance of school safety and respond to the needs of **pupilstudents** and staff. Pursuant to the law, the district will provide an opportunity for **pupilstudents**, parents and school district and law enforcement personnel to discuss methods for keeping schools safe from violence; to create school safety plans; and to recognize **pupilstudents** in need of help. The district will organize activities to prevent school violence, including, but not limited to, age-appropriate opportunities for pupil discussion on conflict resolution, issues of **pupilstudent** diversity and tolerance. Law enforcement personnel will be invited to join members of the teaching staff in the discussions. Programs shall also be provided for school

district employees that are designated to help school district employees recognize warning signs of school violence and to instruct school district employees on recommended conduct during an incident of school violence.

N.J.S.A. 18A:17-46 requires a public hearing in the third week in October of each year for the Superintendent to report to the Board all acts of violence and vandalism that occurred in the district during the previous school year. The public hearing shall be transcribed and kept on file in the Board of Education Office. The transcript shall be made available to the public upon request. The Board must also file the transcript with the NJDOE for review.

~~No Child Left Behind Act of 2001 §9532~~
Every Student Succeeds Act (ESSA) of 2015
Title VIII, Part F Subpart 2, SEC 8532

Adopted: 12 January 2009
Revised: 8 April 2019

5611 REMOVAL OF STUDENTS FOR FIREARMS OFFENSES (M)

The Board of Education is committed to providing a safe and secure school environment to all students attending the public schools. To provide this environment, the Board of Education will implement policies and procedures regarding student offenses involving firearms, as defined in N.J.S.A. 2C:39-1(f) and 18 U.S.C. §921, pursuant to The Zero Tolerance For Guns Act, N.J.S.A. 18A:37-7 through N.J.S.A. 37-12.

Policy and Regulation 5611 shall apply to a student who is convicted or adjudicated delinquent for possession of a firearm on school grounds, convicted or adjudicated delinquent for committing a crime while in possession of a firearm on school grounds, or found knowingly in possession of a firearm on school grounds. A student, other than a student with a disability, convicted or adjudicated delinquent for these firearm offenses shall be immediately removed from the school's general education program for a period of not less than one calendar year and placed in an alternative education program according to the requirements of N.J.A.C. 6A:16-9.1 **et seq** **The Superintendent may modify on a case-by-case basis the removal of a general education student in accordance with N.J.A.C. 6A:16-5.5(b)1.** A student with a disability convicted or adjudicated delinquent for these firearm offenses shall be immediately removed in accordance with the provisions of N.J.A.C. 6A:14 and applicable Federal regulations and shall receive a placement in accordance with N.J.A.C. 6A:14.

The Principal or designee shall remove the student in accordance with the requirements outlined in N.J.A.C. 6A:16-5.5(d), which includes notifying the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice.

If it is found that the removed student did not commit these firearm offenses, the student shall be immediately returned to the program from which he or she was removed.

The Superintendent shall make the final determination on whether the general education student removed in accordance with the requirements of N.J.A.C. 6A:16-5.5 and this Policy is prepared to return to the general education program or will remain in an alternative education program, pursuant to N.J.A.C. 6A:16-9.1 et seq, or receive home or other out-of-school instruction, pursuant to N.J.A.C. 6A:16-10 based on the criteria outlined in N.J.A.C. 6A:16-5.5(i).

If a student, other than a student with a disability, is removed from the general education program pursuant to N.J.A.C. 6A:16-5.5 and this Policy, and a placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction according to N.J.A.C. 6A:16-10.2 until placement is available.

The Superintendent of Schools biannually shall submit to the Commissioner of Education a report on each incident under N.J.A.C. 6A:16-5.5 utilizing the ~~Electronic Violence and Vandalism Reporting System~~ Student Data Safety System (SSDS), pursuant to N.J.A.C. 6A:16-5.3(d)1.

This Policy and Regulation 5611, implementing the requirements of N.J.A.C. 6A:16-5.5, shall be annually disseminated to all school staff, students, and parents.

N.J.S.A. 18A:37-1 et seq.

N.J.A.C. 6A:14-2.8 et seq.; 6A:16-5.5; 6A:16-6.1 et seq.; 6A:16-7.1 et seq.; 6A:16-8.1 et seq.;
6A:16-9.1 et seq.; 6A:16-10.2

Adopted: 12 January 2009, 16 December 2014

Revised: 8 April 2019

8461 REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING, ALCOHOL AND OTHER DRUG ABUSE OFFENSES (M)

M

The Board of Education shall observe "School Violence Awareness Week" during the week beginning with the third Monday in October of each year by organizing activities to prevent school violence. Activities shall include, but are not limited to, age-appropriate opportunities for pupil discussion on conflict resolution, issues of pupil diversity, and tolerance. The Board shall invite law enforcement personnel to join members of the teaching staff in the discussions and provide programs for school employees that are designed to help them recognize warning signs of school violence and to instruct them on recommended conduct during an incident of school violence. **The Board of Education shall disseminate to students' parents an informational pamphlet prepared by the New Jersey Department of Education (NJDOE) on how a parent can limit a child's exposure to violence on television, cell phones, computers, and other electronic devices, on an annual basis pursuant to N.J.S.A. 18A:40-44.**

In accordance with N.J.A.C. 6A: 16-5.2 any ~~Any~~ school employee who observes or has direct knowledge from a participant or victim of an act of violence; **including harassment, intimidation, and bullying;** or the possession or distribution of alcohol or other drugs on school grounds, and any school employee who reports a pupil for being under the influence of alcohol or other drugs, according to the requirements of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3, shall file a report describing the incident to the school Principal, in accordance with N.J.S.A. 18A:17-46. The report shall be on a form adopted by the Board to include all of the incident detail and offender and victim information that are reported on the ~~Electronic Violence and Vandalism Reporting System (EVVRS).~~ **School Safety and Data System (SSDS).**

A report alleging an incident of harassment, intimidation, or bullying shall be made in accordance with the provisions of N.J.S.A. 18A:37-13.1 and Policy 5512.

The Building Principal, for each incident report of violence; **including,** ~~vandalism,~~ harassment, intimidation, **and** bullying, **vandalism, and** alcohol, **and** or other drug ~~abuse~~ **offenses**, shall review the incident report for accuracy; forward a copy of the incident report to the Superintendent; and notify the Superintendent of the action taken regarding the incident. The Board shall not discharge or subject to any manner of discrimination any school employee who files a report pursuant to N.J.A.C. 6A:16-5.3.

The majority representative of the school employees' bargaining units shall have monthly access to the number and disposition of all reported acts of school violence, **including** ~~vandalism,~~ harassment, intimidation and bullying, **and vandalism,** pursuant to N.J.S.A. 18A:17-46. Personally identifying information may be provided to the majority representative of the school employees' bargaining units only in instances when school administrators have reason to believe that the safety of a school staff member is at risk.

Twice ~~Two times~~ each school year, **once** between September 1 and January 1 and **once** between January 1 and June 30, ~~at a public hearing held pursuant to N.J.S.A. 18A:17-46,~~ the Superintendent shall report to the Board at a public meeting all acts of violence, **including** ~~vandalism,~~ harassment, intimidation, ~~and~~ bullying, **vandalism,** and ~~incidents of~~ alcohol and other drug ~~abuse~~ **offenses** that

occurred during the previous reporting period ~~in accordance~~ **according to** ~~with~~ the provisions of N.J.S.A. 18A:17-46 and N.J.A.C. 6A:16-5.3. The report shall include the number of reports of harassment, intimidation, or bullying, the status of all investigations, the nature of the bullying based on one of the protected categories identified in section 2 of P.L.2002, c.83, **the names of the investigators, the type and nature of discipline imposed on any student engaged in harassment, intimidation or bullying, and any other measures imposed, training conducted, or programs implemented, to reduce harassment, intimidation, or bullying. The information shall also be reported once during each reporting period to the NJDOE. The report must include data broken down by the enumerated categories as listed in section 2 of P.L. 2002, c.83 (C18A:37-14), and data broken down by each school in the district, in addition to district wide data.** (It shall be a violation to improperly release any confidential information not authorized by Federal or State law for public release.

The report shall be used to grade each school for the purpose of assessing its effort to implement policies and programs consistent with the provisions of P.L. 2002, c.83 (C.18A:37-13 et seq.). The district shall receive a grade determined by averaging the grades of all the schools in the district. The Commissioner shall promulgate guidelines for a program to grade schools for the purposes of N.J.S.A. 18A:17-46. The grade received by a school and the district shall be posted on the homepage of the school's website. The grade for the district and each school of the district shall be posted on the homepage of the district's website. A link to the report shall be available on the district's website. The information shall be posted on the websites within ten days of the receipt of a grade by the school and district.

Whenever it is alleged a school employee has knowingly falsified ~~the report~~ **reported information on acts of** ~~on~~ violence, or vandalism, **or any incident included in the annual report on violence and vandalism** harassment, intimidation and bullying required under N.J.S.A. 18A:17-46, the Board shall make a determination regarding whether the employee committed the act. The Board shall provide written notice of the allegations to the employee and the employee shall be entitled to a hearing before the Board in accordance with the provisions of N.J.A.C. 6A:16-5.3(gf)2. Upon a determination by the Board that an employee has knowingly falsified the report ~~reported information~~, the Board may take appropriate ~~action as outlined in N.J.A.C. 6A:16-5.3(g)3.~~ Any action taken by the Board shall be based on its consideration of the nature of the conduct, the circumstances under which it occurred, and the employee's prior employment record. ~~Any employee having been found responsible for the falsification of the annual report by the Board shall have the right to file a grievance under their respective bargaining agreements, appeal the Board's determination to the Commissioner of Education and subsequently to the State Board of Education, or appeal the decision to the Superior Court of New Jersey. The availability of appeal options shall be based upon the action taken by the Board.~~

The ~~A~~ Board of Education shall submit and implement corrective action plans for high incidences of violence, vandalism, or alcohol or other drug abuse upon notification by the Commissioner of Education.

The Board shall provide ongoing staff training, in cooperation with the ~~Department of Education~~ **NJDOE**, in fulfilling the reporting requirements of N.J.S.A. 18A:17-46.

N.J.S.A. 18A:17-46; 18A:36-5.1; **18A:40-44**

N.J.A.C. 6A:16-5.2; 6A:16-5.3

Adopted: 12 January 2009, 28 June 2010, 12 September 2011
Revised: 8 April 2019

EDUCATIONAL MATTERS

HARASSMENT, INTIMIDATION, AND BULLYING REPORT

Motion #1 that, upon the recommendation of the Superintendent, the Board of Education accept the Harassment, Intimidation, and Bullying report for the period ending March 25, 2019.

2018-2019 FIELD TRIPS

Motion #2 that, upon the recommendation of the Superintendent, and the Board Curriculum Committee, the Board of Education approve the following field trips for the 2018-2019 school year: (See attached Educational folder)

2018-2019 OVERNIGHT FIELD TRIPS

Motion #3 that, upon the recommendation of the Superintendent, and the Board Curriculum Committee, the Board of Education approve the following field trip for the 2018-2019 school year: (See attached Educational folder)

K-9 SUMMER ACADEMIC PROGRAMS 2018-19 (revised)

Motion #4 that, upon the recommendation of the Superintendent, and the Board Curriculum Committee, the Board of Education approve the provision of Summer Academic Programs for MSD students in Grades K-9:

| | |
|-----------------------|--|
| Program: | Grades K-9 Summer Academic Programs: The Neighborhood House; SOAR Summer; 9th Grade Summer Bridge; FMS Level Up |
| Description: | Provide instruction through grade level specific programs in English Language Arts, Mathematics, Social and Personal Habits for Success, for identified struggling learners in grades K-8. |
| Dates: | July 8, 2019 - August 9, 2019 |
| Projected Enrollment: | Approximately 350 students |
| Funding Source: | Local |

DISTRICT PRIORITY: *In support of district goal for **Equity & Inclusion**: Curriculum “The provision of summer programs for MSD students supports mastery of standards, strong transitions, social connections and community partnerships.”*

PENNIES FOR PATIENTS PARTNERSHIP

Motion #5 that, upon the recommendation of the Superintendent, and the Board Curriculum Committee, the Board of Education approve the Pennies for Patients partnership.

EXPLANATION:

K-5 Elementary schools will participate in the *Pennies for Patients* program and support the mission to create a world without cancer by conducting a fundraising campaign. By participating in *Pennies for Patients*, teachers and administrators will have opportunities to incorporate a unique STEM curriculum into their classrooms that gives students an insider's look into LLS-funded research, and where their money gets invested and will also receive a comprehensive, experiential K-8 STEM curriculum to incorporate into their fundraising campaign or beyond.

DISTRICT PRIORITY: *In support of district goals for **Student & Community Wellness** “Integrate community resources and partnerships to educate to increase access to academic, behavioral and life success.” **Global Competence:** “The Morris School District will explore and enhance service learning opportunities with curricular projects within local and global communities.” *as noted in the Way Forward.**

UP THE BAR CONSULTING PARTNERSHIP

Motion #6 that, upon the recommendation of the Superintendent, and the Board Curriculum Committee, the Board of Education approve the Up the Bar Consulting Partnership.

EXPLANATION:

Districts using Title III funding must also implement an effective means of outreach to parents and families of ELL children. In addition, they must educate parents on how to be active participants in helping their children learn English, achieve high levels in core academic subjects while meeting the same rigorous state academic content standards that all children are expected to attain. Under Title III, funding must also be used to strengthen and increase family, parent and community engagement in programs serving ELLs.

DISTRICT PRIORITY: *In support of district goal for **Equity & Inclusion as noted in the Equity & Inclusion Action Plan for Relationships & Partnerships:** “Enhance our family partnerships by providing training for families and parent education with respect to equity, inclusion and related topics.”*

PUPIL SERVICES

STRUCTURED LEARNING EXPERIENCES (SLE) 2018-2019- Revised

Motion #1 that, upon the recommendation of the Superintendent, the Board of Education approve the provision of instruction in the community that involve specific individualized student learning objectives, in order to meet the needs of students with disabilities who require Structured Learning Experiences for the 2018-2019 school year. Part of the program involves off-site internships and job sampling at job sites and other community partnerships. Parents are informed of each of these off-site experiences in advance. Structured Learning Experience is not a field trip as directed by NJDOE. The list of community partnerships is as follows:

Five Below

Beyer Ford

Bubba Rose

Century 21

Frelinghuysen Arboretum

~~Game Vault~~

Grow it Green (Early Street, Urban Farm and College St. Elizabeth)

High End Barber Shop

I Do I Do

I HOP restaurant

Metlife

Morris County Courthouse

Morris County Sheriff's Office

Morristown Car Wash

Morristown/Morris Township Public Library

Panera Bread

Staples

Tito's Burritos Commissary Kitchen

Verilli's Bakery

Whitsons Food Services

EXPLANATION

Structured Learning Experiences, such as job sampling and internships, give students an opportunity to utilize their skills in the real world in integrated community business settings with the guidance of a job coach/SLE instructor. A formal training plan will be written as part of the student's IEP and overseen by a Structured Learning Coordinator for any type of SLE. **Motion was originally approved on September 17, 2018, Motion #6, revised on October 1, 2018, Motion #4, revised on 1/28/2019, Motion #2, and revised on 3/25/2019, Motion #2. Motion has been revised to include, in bold, an additional SLE.**

HUMAN RESOURCES

RESIGNATION(S)/TERMINATION(S)/RETIREMENT(S) 2019-2020

Motion #1 that, upon the recommendation of the Superintendent, the Board of Education approve the resignation(s), termination(s) and/or retirement(s) of the following staff according to the effective date and reason shown:

| | |
|--|-------------------------------|
| Employee #3822 | March 29, 2019 Termination |
| McQueeney, Lauren 0.5 Teacher Asst., NP | May 22, 2019 Resignation |
| Sparano, Margaret 1.0 Educational Computer Specialist, CO | July 1, 2019 Retirement |

APPOINTMENT(S) 2018-2019 */**/**

Motion #2 that, upon the recommendation of the Superintendent, the Board of Education approve the appointment of the following to the position/s stated at the annual salary rates and effective date/s shown, and further that the Board of Education approve the submission to the County Superintendent applications for emergency hiring, pending approval of all Human Resource documents and/or requirements and each applicant's attestation that s/he has not been convicted of any disqualifying crime pursuant to the provisions of N.J.S.A. 18a6-7.1 et seq.; 18:39-17 et seq.; 18A:6-4.13 et seq.:

| | | | |
|----------------------|-------------------------------|-------------------|---------------------|
| | | | <u>In place of:</u> |
| Williams, Candida | \$5,400 | 04/04/19-06/30/19 | Est. 01/28/19 |
| 0.3 Bus Aide, Trans. | \$12/hr, 2.5 hrs/day/180 days | | |

- * Pending probationary period
- ** Pending completion of paperwork

APPOINTMENT(S) 2019-2020 */**/**

Motion #3 that, upon the recommendation of the Superintendent, the Board of Education approve the appointment of the following to the position/s stated at the annual salary rates and effective date/s shown, and further that the Board of Education approve the submission to the County Superintendent applications for emergency hiring, pending approval of all Human Resource documents and/or requirements and each applicant's attestation that s/he has not been convicted of any disqualifying crime pursuant to the provisions of N.J.S.A. 18a6-7.1 et seq.; 18:39-17 et seq.; 18A:6-4.13 et seq.:

| | | | |
|----------------------|------------|-------------------|---------------------|
| | | | <u>In place of:</u> |
| Neumann, Jill | \$54,307 | 09/01/19-06/30/20 | Dodge, M. |
| 1.0 School Nurse, AH | BA, Step 2 | | Retired |
| McQueeney, Lauren | \$53,544 | 09/01/19-06/30/20 | Salamone, K. |
| 1.0 ELL, WD | BA, Step 1 | | Leave Repl. |

- * Pending probationary period
- ** Pending completion of paperwork

SUBSTITUTE APPOINTMENTS 2018-2019

Motion #4 that, upon the recommendation of the Superintendent, the Board of Education approve the following name(s) be added to the list of substitutes, and approve all Morris School District Substitute Teachers to also provide service as Teacher Assistant, ABS, and Lunchroom Playground Aide as assigned for the 2018-2019 school year, and further that the Board of Education approve submission to the County Superintendent application for emergency hiring and each applicant's attestation that s/he has not been convicted of any disqualifying crime pursuant to the provisions of N.J.S.A 18A:6-7.1 et seq., 18A:6-4.13 et seq.:

Athletic Volunteer

Daly, Matthew – Lacrosse - Girls (eff. 3/26/19)

Bus Aide

Roberson, Shirley (eff. 2/26/19 - \$15 pr/hr)

LR/PG Aide

Cardoza, Melissa (eff. 4/1/19 - \$15 pr/hr)

Secretary

Holland, Michelle (eff 3/6/19)

Teacher

Rivera, Kaitlyn

Tarashuk, Marissa

JOB DESCRIPTION(S) 2018-2019

Motion #5 that, upon the recommendation of the Superintendent, the Board of Education approve the following job descriptions:

- American Sign Language Club Advisor-MHS
- Assistant Principal- Elementary
- Extended School Year (ESY) Coordinator
- Extended School Year (ESY) Preschool Site Leader
- Groundskeeper/Foreperson
- Mock Trial Advisor -MHS
- Preschool Intervention Referral Team Specialist

**MORRIS SCHOOL DISTRICT
JOB DESCRIPTION**

Position: American Sign Language Club Advisor-MHS

Supervisor: Principal and /or his/her designee

The American Sign Language Club is open to any member of the student body. The club's purpose is to provide a platform for students who have an interest in exploring deaf culture and learning American Sign Language.

Qualifications:

- Standard Teacher Certification
- Has deep knowledge of deaf culture and is proficient with second language acquisition
- Has a desire to share and communicate their passion and experiences with deaf culture
- Has effective communication and organizational skills

Responsibilities:

- Recruit membership from student body
- Conduct regular meetings with the club at least once a week
- Coordinate and oversee educational activities that share and communicate the research of deaf culture
- Communicate with parent/community organizations to enhance school-community relations
- Communicate with administration with class activities, events, and issues pertaining to the school
- Submit activity reports, meeting agendas and minutes to supervisor
- Implement and enforce all school and district policies and procedures
- Provide guidance and support to participants in specific club/activity
- All other duties as assigned by the immediate supervisor

**Morris School District
Job Description**

Title: Assistant Principal- Elementary
Reports To: Building Principal

Qualifications:

- Appropriate NJ Teacher Certificate
- NJ Principal Certification
- Minimum 5 years teaching experience in an elementary classroom

Skills:

- Strong organizational, communication and interpersonal skills
- Knowledge of K-5 curriculum and strong instructional practices
- Ability to establish and maintain effective working relationships with all staff members including administrators, teachers and support staff

Essential Functions:

1. Assist the school principal with the overall administration of Woodland and Thomas Jefferson schools for students in grades K-5
2. Help plan daily school activities by participating in the development of class schedules, teacher assignments, and extracurricular activity schedules
3. Promote a positive, caring and safe climate for learning
4. Assists in the recruitment, orientation, induction and training of new teacher. Mentor, observe and evaluate staff
5. Assist faculty in developing expertise in instructional practices
6. Participates in the preparation of the building budget
7. Facilitate meetings with various groups such as Grade Level PLC's, I&RS and other School Committees
8. Coordinates the administrative details associated with district wide testing programs, i.e., scheduling, distribution, collection and security of materials, etc.
9. Assist principal in organizing and interpreting student data
10. Provide student discipline as needed and follow through discipline referrals with teachers, parents and students
11. Facilitate parental involvement in support of school and extracurricular activities
12. Assumes all other duties as determined by the principal

Contract Term: 11 Months

Morris School District
Job Description

Title Extended School Year (ESY) Coordinator
Reports to: Assistant Superintendent of Pupil Services
Director of Pupil Services

Qualifications:

- Standard Teacher Certification or Child Study Team Certification
- Experience in Special Education
- Certificate in Supervision or Administration, preferred
- Minimum of five years teaching experience

Responsibilities:

1. Review applications to determine staff assignments and create class rosters based on the services listed in the Individualized Education Plans (IEP)
2. Collaborates with the Extended School Year Preschool Site Leader
3. Work closely with related services to create schedules that will address identified needs in IEP
4. Work closely with the Department of Pupil Services to ensure nursing staff are in place and all staff are Board of Education approved
5. Ensure all certified staff members have access to the online IEP database
6. Develop a schedule that will address the varied needs within the program
7. Maintain record of Community Based Instruction, Structured Learning Experiences, and trips for middle school and high school self-contained students
8. Oversee and monitor building and student safety
9. Facilitate training for all staff and maintain record of school drills and codes
10. Work collaboratively with the Department of Transportation
11. Inventory ESY resources and determine needs
12. Work closely with district's food service company
13. Submit purchase orders for necessary program materials and resources
14. Establish outside community partnerships, such as visits from the Book Mobile
15. Monitor attendance of both staff and students
16. Communicate with parents and community stakeholders
17. Oversee volunteer staff training and daily schedules
18. Conduct surveys of staff and parents
19. Perform such other tasks and assume such other responsibilities as assigned by the Assistant Superintendent of Pupil Services, Director of Pupil Services, and/or building administrator

Morris School District
Job Description

Title Extended School Year (ESY) Preschool Site Leader
Reports to: Assistant Superintendent of Pupil Services, Director of Pupil Services ESY
Coordinator

Qualifications:

- Standard Teacher Certification;
- Experience in Special Education;
- Certificate in supervision or administration, preferred.

Responsibilities:

1. Work closely with related service providers to provide high quality therapeutic services, including the creation of schedules that will address identified needs in Individualized Education Plans (IEP)
2. Assist classroom teachers in providing high quality instruction, including the development of a schedule that will address the varied needs within the program
3. Facilitate orientation training for all staff prior to the start of ESY
4. Work collaboratively with the Department of Transportation to ensure safe, reliable services
5. Inventory ESY resources and determine needs
6. Work closely with District's food service company
7. Submit purchase orders for necessary program materials and resources
8. Monitor attendance of both staff and students
9. Communicate with parents and community stakeholders
 1. Send out welcome letters to parents prior to the start of the program
 2. Send out electronic parent feedback surveys at the end of the program
10. Emergency/Crisis:
 1. Know when to call local authorities, including DCP&P when needed
 2. Maintain a list of which staff are available to assess a student in crisis (social worker, school psychologist)
 3. Maintain a list of which staff are crisis trained in each building
 4. Conduct a minimum of two drills per month at each school
11. Oversee volunteer staff training and daily schedules
12. Perform such other tasks and assume such other responsibilities as assigned by the Assistant Superintendent of Pupil Services, Director of Pupil Services, and/or building administrator

Summer Stipend Position

MORRIS SCHOOL DISTRICT
Job Description

Title: Groundskeeper/Foreperson

Reports to: Director of Facilities and/or designee

Qualifications:

- Demonstrated ability to perform in areas of responsibility and an ability to obtain training for same
- Must be able to fairly evaluate the appointed groundskeeper staff and help evaluate newly assigned staff during their period of probation
- Must be available to provide needed services on an emergency basis after normal working hours as assigned by the Director of Facilities and/or designee.
- Demonstrated ability to work well with others.
- Ability to lift 50 lbs. frequently
- Must possess, or acquire within two years of employment, a Black Seal Boiler License. This provision does not apply to anyone hired prior to July 7, 1997
- Must possess a valid Driver's License
- Must pass 90-day probation period

Responsibilities:

1. Develop, with the assistance of the Director of Facilities, a daily work schedule for each groundskeeper or team of groundskeepers
2. Supervise the performance of groundskeepers and instruct them on the basic functions of grounds equipment
3. Supervise and instruct on all required health and safety procedures
4. Responsible for the proper care and maintenance of the grounds and landscaping located within Morris School District properties
5. Mow, weed and trim all grass, trees, shrubs and plantings on a regular basis and as necessary
6. Keep walks clean and grounds free of paper, bottles, cans and other debris. This includes sweeping walks on a regular basis and patching as needed
7. Lime and seed all grounds as directed
8. Apply water to playing fields, trees and planting beds as the need dictates
9. Mulch and edge beds and plantings
10. Line, fill, drag, roll, clean and maintain fields for physical education classes and athletic events as needed
11. Rake and remove leaves and dead branches from the grounds to an appropriate disposal site
12. Erect and repair fences where needed
13. Fill low areas and ditches to provide proper drainage.
14. Maintain and repair outdoor equipment, i.e., backstops, sleds, goal posts, playground equipment, etc.

15. Line, paint and maintain driveways and parking lots as needed.
16. Remove snow and ice from walkways and parking lots as weather dictates
17. Remove sand and other debris from walks as soon as frozen material melts
18. Maintain equipment, machinery and signs.
19. Assist in the operation and maintenance of the plant as directed
20. Perform all other duties as assigned by the Superintendent or his designees

Contract Terms

Of Employment: Full-time, 12-months, 8-hour day exclusive of ½ hour lunch

**MORRIS SCHOOL DISTRICT
JOB DESCRIPTION**

Position: Mock Trial Advisor -MHS
Supervisor: Principal and /or his/her designee

Under the direction of the High School Principal, the responsibility of the High School Mock Trial Advisor is to oversee, guide, and direct the Mock Trial members in the activities they participate in and the meetings that are held in conjunction with the Mock Trial Tournament. To organize and supervise all aspects of administration, operations and coaching of the competitive Mock Trial Team.

Qualifications:

- NJ Teaching Certification
- Ability to plan, organize, and coordinate school events.
- Work effectively with large and small groups.
- Effective, active listening skills.
- Organizational and problem-solving skills.
- Strong communication, public relations, and interpersonal skills.
- Ability to effectively present information and respond to questions, inquiries, and and/or complaints.
- Establishes and maintains effective working relationships; demonstrates a commitment to teamwork

Responsibilities:

- Instructs students in trial advocacy techniques such as writing and performing opening statements, direct examinations, cross examinations, and closing arguments, and making and responding to objections
- Instructs students in the Federal Rules of Evidence and legal principles and procedures associated with both criminal and civil cases
- Works with students to develop case themes, theories, and strategies
- Communicates and coordinates with local attorneys that generously (pro bono) provide consultative assistance and judging duties for practices and scrimmages
- Attends Annual NJ Mock Trial Coaches Conference in New Brunswick (late October - full school day)
- Attends and leads mock trial practices
- Accompanies students to mock trial competitions, scrimmages, and workshops and chaperones to ensure that all students adhere to all Morris School District policies and procedures throughout the duration of the trip
- Coordinates all trips with appropriate district personnel, including HR, Transportation, and the school nurse

Stipend Position

MORRIS SCHOOL DISTRICT
Job Description

TITLE: Preschool Intervention Referral Team Specialist

REPORTS TO: Principal

QUALIFICATIONS: P-3 or equivalent NJ Teaching Certificate, 3-5 years preschool classroom experience as well as proven expertise with performance-based preschool assessments, the Pyramid Model and Positive Behavior Supports, and coaching the reflective cycle. Commitment to promoting effective teaching, professional development, and high academic standards. Specialization in behavior analysis, special education, or culturally responsive teaching a plus. BCBA preferred.

PERFORMANCE RESPONSIBILITIES:

1. Visits both in-district and partner preschool classrooms on a regular basis to observe classroom practices, provide feedback directly to teachers, and provide coaching to improve teaching practices through the reflective cycle to achieve school readiness goals within the NJ Preschool Teaching and Learning Standards and NJ Preschool Program Implementation Guidelines
2. Coordinates PIRT team meetings and intervention plans, support teachers and parents with implementation of plans, take/keep notes and data to measure efficacy.
3. Coaches teachers in use of effective behavioral strategies and plans using curriculum-based supports as well as the Pyramid Model and Positive Behavior Supports.
4. Coaches teachers on the use of the district chosen Performance-Based Assessments, including supporting quality assessment, interpretation of data and use of assessment data in planning.
5. Administers structured program evaluation instruments including the Classroom Assessment Scoring System (CLASS) and Teaching Pyramid Observation Tool (TPOT)
6. Helps to plan and provide professional development for all early childhood staff.
7. Provides individualized or small-group follow-up training/support (e.g., modeling classroom practices and lessons, facilitating PLC/data meetings, planning and implementing workshops, etc.) based on data, observation, district and building priorities.
8. Provides technical assistance to district and provider administrators to further curriculum goals, professional development, performance-based assessment, etc. Submit monthly school readiness reports on needs assessments, classroom visits, observations, and practice based coaching outcomes
9. Assists in reviewing teacher lesson plans to address the needs of children, especially those with behavior and/or social-emotional difficulties
10. Supports child assessment process. Analyzes and evaluates data collected by teaching staff, developing reports to share outcomes with administration, governing bodies and stakeholders. Uses data to help teachers inform instruction

11. Confers regularly with the Master Teacher and CPIS to plan for smooth transitions for students and in planning parent involvement activities (e.g., sharing GOLD and other data with kindergarten staff, planning parent workshops together, etc.)
12. Supports annual program community assessment, self-assessments and grantee/NJDOE monitoring visits. Assists in conducting Grow NJ Kids Early Care and Education Programs self-assessment (analysis, planning, and implementation of improvements), especially in the area of Curriculum and Learning Environments
13. Reflects on own professional development needs, making regular use of resources from the NJ DOE to achieve/maintain reliability in CLASS and TPOT, to ensure expertise in best practices and practice-based teacher coaching.
14. Performs additional duties as assigned that are directly related to early childhood classroom improvement

TERMS

FOR EMPLOYMENT: 184-day calendar position

LEAVE(S) OF ABSENCE 2018-2019

Motion #6 that, upon the recommendation of the Superintendent, the Board of Education approve a leave of absence to the following staff members under the conditions stated and effective dates shown:

| | |
|--|--|
| Bischoff, Kristen 1.0 Spec. Ed., FMS | 04/30/18-06/30/18* - Maternity 09/04/18-11/26/18 ** - FMLA 11/27/18-06/30/20 *** - Childrearing (Revised dates) |
| Tang, Sarah 1.0 Bil/Elem, AH | 05/14/18-06/30/18*-Maternity 09/04/19-11/26/18**-FMLA 11/27/18-06/30/20 ***-Childrearing (Revised dates) |
| Vanegas, Elizabeth 1.0 Spanish Teacher, FMS | 04/23/19-05/06/19 ****-Military |

- * Accumulated sick leave may be used up to a period of eight weeks (four weeks before and four weeks after the birth of the baby) – with pay/with benefits.
- ** Without pay/with benefits
- *** Without pay/without benefits
- **** With pay/with benefits

LEAVE(S) OF ABSENCE 2019-2020

Motion #7 that, upon the recommendation of the Superintendent, the Board of Education approve a leave of absence to the following staff members under the conditions stated and effective dates shown:

| | |
|---|--|
| Sullivan, Elizabeth 1.0 Science, FMS | 09/01/19-09/22/19*-Maternity 09/23/19-12/15/19**-FMLA |
|---|--|

- * Accumulated sick leave may be used up to a period of eight weeks (four weeks before and four weeks after the birth of the baby) – with pay/with benefits.
- ** Without pay/with benefits

NON-REPRESENTED EMPLOYEE CONTRACTS 2018-2019

Motion #8 that, upon the recommendation of the Superintendent, the Board of Education approve the employment contracts as approved by the Executive County Superintendent of the following employees, contracts are on file with the School Business Administrator/Board Secretary and Human Resource office.

Harte, Kelly- Assistant Superintendent of Curriculum and Instruction
 LoFranco, Anthony- School Business Administrator/Board Secretary
 Olimpico, Suzanne – Assistant Superintendent of Pupil Services

COMMUNITY SCHOOL SUMMER PLUS 2018-2019

Motion #9 that, upon the recommendation of the Superintendent, the Board of Education approve the following Summer Plus staff:

| | | |
|-----------------|------|------------|
| Ballard, Martha | Aide | \$15.00/hr |
| Shaw, Bianca | Aide | \$10.00/hr |
| Webb, Shakhai | Aide | \$10.00/hr |

EXPLANATION: Salaries to be paid from collected tuitions.

Motion #10 that, upon the recommendation of the Superintendent, the Board of Education approve the following rate adjustment:

| | |
|-----------------|---|
| Sinche, Michael | from \$10.25/hr to \$10.00/hr <i>(Revised)</i> |
|-----------------|---|

EXPLANATION: Salary to be paid from collected tuitions.

AP EXAM ADMINISTRATION RATES 2018-2019

Motion #11 that, upon the recommendation of the Superintendent, the Board of Education approve the following rates for the 2019 AP Administration.

| Category | Rates |
|--|----------|
| 1 Examiner/1 test per day/standard time | \$100.00 |
| 1 Examiner/1 test per day/extended time | \$120.00 |
| 1 Examiner/2 tests per day/standard time | \$160.00 |

EXPLANATION: AP Examiners are paid through test fees and local funds.

EXTRA SERVICES 2018-2019

Motion #12 that, upon the recommendation of the Superintendent, the Board of Education approve compensation to the following employee for providing assistance during the FMS Band Winter and Spring Concerts:

Chu, Ross

EXPLANATION: Upon submission of an approved timesheet employees will be compensated at their hourly rate not to exceed 4 hours per each concert.

EXTRA SERVICES 2018-2019

Motion #13 that, upon the recommendation of the Superintendent, the Board of Education approve compensation to the following employees for providing assistance during the FMS graduation ceremony:

Gallagher, David

EXPLANATION: Upon submission of an approved timesheet employees will be compensated at their hourly rate.

MHS GRADUATION MOTIONS 2018-2019

Motion #14 that, upon the recommendation of the Superintendent, the Board of Education approve compensation to the following employee for providing assistance to students in the preparation and presentation of speeches at the MHS graduation Ceremony:

Laudadio, Cynthia

EXPLANATION: This employee will work with students for up to a maximum of 7 hours assisting them with the writing and the presentation of their speeches at the MHS 2019 Graduation ceremony. Upon submission of an approved timesheet the employee will be compensated at her hourly rate.

MHS GRADUATION COVERAGE 2018-2019

Motion #15 that, upon the recommendation of the Superintendent, the Board of Education approve compensation to the following employees for providing band/choir assistance during the MHS graduation ceremony:

Brown, Vinroy
Russo, Michael

EXPLANATION: Upon submission of an approved timesheet employee will be compensated at their hourly rate.

MHS GRADUATION SECURITY COVERAGE 2018-2019

Motion #16 that, upon the recommendation of the Superintendent, the Board of Education approve the following security staff for MHS Graduation on June 26, 2019:

Date: June 26, 2019
Staff: Not to exceed five (5) hours per staff member
Twenty Five (25) hours in total
Funds: Local

Ashmont, Albert
Bailey, Charles
Bell, Beverly
Cetrulo, Robert
Chambliss, Barron

Edmondson, Christopher
Hormaza Moreno, Katherine
Mantone, Jerald
Norton, Nicholas
Singleton, Melissa
Vorhies, Cara
Weber, John

EXPLANATION: Upon submission of an approved timesheet, the above staff members will be compensated as per contract language.

MHS PROJECT GRADUATION SECURITY COVERAGE 2018-2019

Motion #17 that, upon the recommendation of the Superintendent, the Board of Education approve the following security staff for MHS Project Graduation on June 26, 2019 and June 27, 2019:

Date: June 26, 2019 and June 27, 2019
Staff: Not to exceed four (4) staff members
Thirty (30) hours in total
Funds: Local

Ashmont, Albert
Bailey, Charles
Bell, Beverly
Cetrulo, Robert
Chambliss, Barron
Edmondson, Christopher
Hormaza Moreno, Katherine
Mantone, Jerald
Norton, Nicholas
Singleton, Melissa
Vorhies, Cara
Weber, John

EXPLANATION: Upon submission of an approved timesheet, the above staff members will be compensated as per contract language.

HUMAN RESOURCES/CURRICULUM

K-9 SUMMER ACADEMIC PROGRAMS 2018-19 (revised)

Motion #18 that, upon the recommendation of the Superintendent, and the Board Curriculum Committee, the Board of Education approve the provision of Summer Academic Programs for MSD students in Grades K-9:

Program: Grades K-9 Summer Academic Programs:
The Neighborhood House; SOAR Summer; 9th Grade
Summer Bridge; **FMS Level Up**

Description: Provide instruction through grade level specific programs in English Language Arts, Mathematics, Social and Personal Habits for Success, for identified struggling learners in grades K-8.

Dates: July 8, 2019 - August 9, 2019

Projected Enrollment: Approximately 350 students

Funding Source: Local

Rate: As per TEAM agreement for summer hours

SOAR Summer Bridge (not to exceed 40 hours each)

Martell, Marlene
Pardo, Veronica
Rooney, Kevin

Summer Blended 8th to 9th grade (not to exceed 40 hours each-except where noted)

Disch, Kaitlyn
Johnson, Tiffany
Manahan, Bryan (not to exceed 20 hours)
Pino, Samantha
Portelli, Rachel

Neighborhood House (not to exceed 40 hours each-except where noted)

Guzman, Marcie (not to exceed 35 hours)
Harpaul, Celia
Kersey, Warren
Toye, Crystal (not to exceed 20 hours)
Vila Chave, Maria
Audrey Marvez (not to exceed 35 hours)

FMS Math Level Up (not to exceed 30 hours each)

Manahan, Bryan
Toye, Crystal

EXPLANATION:

Upon submission of an approved timesheet, staff member will be compensated as outlined above.

BUSINESS MATTERS

Financial Reports

Motion #1 **Financial Reports of the Secretary to the Board of Education**
that the Board of Education approve the following financial reports as on
file in the Business Administrator's office for the month of **February 2019.**

Fund 10 -- General Fund
Fund 20 -- Special Revenue Fund
Fund 30 -- Capital Projects Fund
Fund 40 -- Debt Service Fund

Statement of Cash Balances

that the Board of Education accept the Statement of Cash Balances for the month of
February 2019 which are reconciled with the Board Secretary's Reports by
fund for that month.

Motion #2 Pursuant to N.J.A.C. 6A:23-2.11 (c) 3, we certify that as of **February 2019** after
review of the Secretary's monthly financial report (appropriations section) and upon
consultation with the appropriate district officials, to the best of our knowledge, no
major account or fund has been over expended in violation of N.J.A.C. 6A:23-2.11(a)
and that sufficient funds are available to meet the district's financial obligations for the
remainder of the fiscal year.

Motion #3 Pursuant to N.J.A.C. 6A:23-2.11 (c) 4, I certify that as of **February 2019** no
budgetary line item account has been over expended in violation of N.J.A.C.
6A:23-2.11 (b).

Business Administrator/Board Secretary **April 8, 2019**
Date

BUDGET TRANSFERS

Motion #4 that upon the recommendation of the Superintendent, the Board of Education approve
the Budget Transfers as on file in the Business Administrator's Office for the
2018-2019 budget through **February 2019.**

BILLS LIST 2018-2019

Motion #5 that upon the recommendation of the Superintendent, the Board of Education approve
the attached 2018-2019 bills list for the period ending:

March 31, 2019 (payroll)
April 8, 2019

DONATION

Motion #6 that upon the recommendation of the Superintendent, the Board of Education accept a donation tof \$1,200 from Porzio Bromberg & Newman to sponsor three students participating in the Morristown High School Melanin Minds Club trip to Washington, D.C. A letter of appreciation will be sent to Porzio for their support of the school and it's students, along with the firm's ongoing commitment to diversity, inclusion, and community service.

AGREEMENT

FAIRLEIGH DICKINSON UNIVERSITY CLINICAL NURSING PROGRAM

Motion #7 that upon the recommendation of the Superintendent the Board of Education approve an agreement between Fairleigh Dickinson University and the Morris School District for 2019-2020 regarding a collaborative project practicum.

EXPLANATION

There is no cost to the district for this Agreement. Student nurses from Fairleigh Dickinson University will have the opportunity to work with Morris School District Nurses as outlined in the Agreement. The Agreement is on file in the Assistant Superintendent of Pupil Services Office.

BIDS

Morristown High School & Thomas Jefferson Toilet Renovations

Motion #8 that upon the recommendation of the Superintendent, the Board of Education approve the following resolution:

WHEREAS, the Morris School District Board of Education advertised for bids for the Renovations Project at Morristown High School and Thomas Jefferson School ("Project"); and

WHEREAS, the bid submitted by the putative lowest responsible bidder for the Project, Daskal LLC, is materially defective because it did not specify whether the figure listed in its alternative bid was an addition or reduction, which is a material nonwaivable defect; and

WHEREAS, the lowest responsible bid for the Project was submitted by Mark Construction, Inc., with a base bid in the amount of \$697,000, which is responsive in all material respects; and

WHEREAS, the Board desires to award the contract for the Project to Mark Construction, Inc.

NOW THEREFORE BE IT RESOLVED:

1. The Board hereby rejects the bid submitted by Daskal LLC because it is materially defective.
2. The Board hereby awards the contract for the Renovations Project at Morristown High School and Thomas Jefferson School to Mark Construction, Inc. in a total contract amount of \$697,000.
3. This award is expressly conditioned upon Mark Construction, Inc. furnishing the requisite documentation as required in the project specifications, including the insurance certificate, bonds, and an executed A-101-Standard Form of Agreement Between Owner and Contractor and A-201-General Conditions of the Contract for Construction, as prepared by the Board Attorney, within ten (10) days of the date hereof.
4. The Board Attorney is hereby directed to draft the agreement with the successful bidder consistent with this Resolution and with the terms contained in the bid documents approved by the Board for the Project.
5. The Board President and the Board Secretary are hereby authorized to execute such agreement and any other documents necessary to effectuate the terms of this Resolution.

LEASE/PURCHASE FINANCING

Motion #9 that upon the recommendation of the Superintendent, the Board of Education approve the following resolution:

THE BOARD OF EDUCATION OF THE MORRIS SCHOOL DISTRICT IN THE COUNTY OF MORRIS, NEW JERSEY DETERMINING TO ACQUIRE AND TO FINANCE EQUIPMENT BY MEANS OF A LEASE PURCHASE FINANCING IN AN AMOUNT NOT EXCEEDING \$930,000, AUTHORIZING THE ADVERTISEMENT FOR BIDS TO FINANCE THE EQUIPMENT, DELEGATING THE AWARD OF THE BID, AUTHORIZING THE EXECUTION OF THE LEASE AND RELATED DOCUMENTS AND AUTHORIZING OTHER ACTIONS NECESSARY TO COMPLETE THE TRANSACTION,

WHEREAS, The Board of Education of the Morris School District in the County of Morris, New Jersey (the "Board") is created and is charged by law with the responsibility of providing a system of public education within the school district over which it has jurisdiction and to acquire equipment therefor; and
WHEREAS, the Board has determined to fund the acquisition of two (2) heavy duty dump trucks, seven (7) vans, one (1) wheelchair accessible bus, one (1) 54-passenger school bus and not-to-exceed nine (9) copy machines and including financing and all incidental or related costs (the "Equipment") by means of a lease

purchase financing for a term that does not exceed five (5) years, all pursuant to the provisions of *N.J.S.A. 18A:20-4.2(f)*, *N.J.S.A. 18A:20-4.2(h)* and *N.J.S.A. 18A:18A-1 et. seq.*; and

WHEREAS, the Board has selected Hunterdon County Educational Services Commission, as financial advisor (the “Financial Advisor”) and McManimon, Scotland & Baumann, LLC, as special counsel (the “Special Counsel”) for the purpose of advising and assisting with the proposed lease purchase financing of the Equipment; and

WHEREAS, in accordance with the procedures set forth in *N.J.S.A. 18A:18A-1 et seq.* (“Public School Contract Law”) and the regulations promulgated thereunder, a notice of the bid will be published and bids are scheduled to be returned to the Business Administrator/Board Secretary, who, with the assistance of the Special Counsel and the Financial Advisor, will determine the lowest responsive and responsible bidder (hereinafter referred to as the “Purchaser”) to purchase the Lease (as hereinafter defined) from the Board; and

WHEREAS, the Board will enter into a lease purchase agreement (the “Lease”) and other related documents with the Purchaser in an amount not to exceed \$930,000 to finance the Equipment; and

WHEREAS, the Board desires to authorize the delegation of the award of the bid to the Business Administrator/Board Secretary and further authorizes the Board President, Business Administrator/Board Secretary, Financial Advisor and Special Counsel to prepare and to execute the Lease and certain other documents and agreements necessary or incidental to the transactions contemplated thereby;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE MORRIS SCHOOL DISTRICT IN THE COUNTY OF MORRIS, NEW JERSEY as follows:

Section 1. The Board hereby determines to finance the Equipment by means of a lease purchase financing in a principal amount not exceeding \$930,000 in accordance with the requirements of the Public School Contracts Law. The Business Administrator/Board Secretary, the Financial Advisor, the Special Counsel and other appropriate representatives of the Board are hereby authorized to prepare the necessary timetables and bid documents and other related documents as may be necessary and to take other steps necessary to prepare for and to implement the proposed financing.

Section 2. The Board hereby authorizes and ratifies the publication of the request for bid in accordance with the requirements of the Public School Contracts Law in order to prepare for the proposed transaction.

Section 3. The Board President and/or the Business Administrator/Board Secretary are

authorized to award the bid and the Lease to the lowest bidder in accordance with the bid proposals submitted to the Business Administrator/Board Secretary, which winning bid proposal will be retained on file in the Business Administrator/Board Secretary's office. The Purchaser's interest rate will be held fixed for a period of thirty (30) days from the date of the bid or as otherwise specified in the bid documents provided by the Financial Advisor. If the closing does not occur within the time period provided in the bid documents, the interest rate will be calculated in accordance with the index rate established by the Financial Advisor and set forth in the bid specifications.

Section 4. The Board President and/or the Business Administrator/Board Secretary are hereby authorized to negotiate, execute and deliver, subject to the review of Special Counsel, the Lease, an agent or an escrow agreement, an assignment agreement, if necessary, and such other documents as may be necessary to consummate the transaction. Specifically, the Board authorizes the Board President or the Business Administrator/Board Secretary to establish an escrow account for the deposit of the Lease proceeds and to direct the deposit and investment of the Lease proceeds in the escrow for the term of the Lease in accordance with the requirements of law. The Board hereby authorizes and directs the Board President or the Business Administrator/Board Secretary to approve any changes, additions, or deletions to the Lease or such other documents as may, in the judgment of Special Counsel, be necessary or advisable, such approval to be evidenced by the execution of the Lease or such other documents by the Board President or the Business Administrator/Board Secretary. The Business Administrator/Board Secretary is also authorized to pay any agreed upon fees of the escrow agent, if any. The Board President and/or the Business Administrator/Board Secretary are also authorized and directed to take on behalf of the Board such other actions as shall be necessary and appropriate to accomplish the lease purchase financing for the Equipment in accordance with the terms of the Lease and this resolution and pursuant to the terms of the agreements and instruments authorized to be prepared hereby and to accomplish the performance of the obligations of the Board in respect thereto.

Section 5. The payment of rent or other monies due under the Lease shall be made only from the General Fund of the Board. Neither the Board nor any agency, department or political subdivision thereof shall be obligated to pay any sum to the Purchaser under the Lease from any taxing source for the payment of any sums due under the Lease unless an appropriation is made in a duly approved budget of the Board. The obligations of the Board shall not constitute indebtedness of the Board or of any department, agency or political

subdivision thereof. The Lease shall set forth the term of the lease purchase agreement for the Equipment, the rental payments to be paid by the Board in respect thereof and the dates on which such rent shall be due and payable.

- Section 6. The Board hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the “Code”), in order to preserve the exemption from taxation of interest on the Lease, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Lease, if applicable.
- Section 7. The Board authorizes the Business Administrator/Board Secretary to act and determine on behalf of the Board whether the Lease will be designated as “bank qualified” within the meaning of Section 265 of the Code. The Board hereby declares its intent to issue the Lease in the expected maximum principal amount of the Lease set forth herein and to use the proceeds of the Lease to pay or to reimburse expenditures for the costs of the purpose for which the Lease is authorized herein. This resolution is a declaration of intent within the meaning and for the purposes of Treasury Regulations Section 1.150-2 or any successor provisions of federal income tax law.
- Section 8. This resolution shall take effect immediately.

PAYMENTS

Motion #10 that upon the recommendation of the Superintendent, the Board of Education approve the Final Payment of \$3,213.05 to Wojchik Electric, Inc. for the work done on the Morristown High School Parking Lot Lights through March 18, 2019.

EXPLANATION

This was discussed at the Finance Committee Meeting.

PROFESSIONAL SERVICES 2018-2019

Motion #11 WHEREAS, there exists a need for professional services for 2018-2019 and funds are available for these purposes.

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

NOW THEREFORE BE IT RESOLVED by the Morris School District Board of Education that the following be engaged for professional services as described and in the amount not to exceed as follows:

| | | |
|----------------|---------------------------|--------------------|
| USA Architects | Architectural Services | Varies per Project |
| Albert DeMauro | Psychological Evaluations | \$350/evaluation |

PROFESSIONAL SERVICES 2018-2019 - Revised

Motion #12 WHEREAS, there exists a need for professional services for 2018-2019 and funds are available for these purposes.

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

NOW THEREFORE BE IT RESOLVED by the Morris School District Board of Education that the following be engaged for professional services as described and in the amount not to exceed as follows:

| | | |
|--------------------------------|---|-------------------------|
| Creative Speech Solutions, LLC | Speech Language Services | \$90/hour |
| | Occupational Therapy Services | \$90/hour |
| | Speech and Occupational Evaluations | \$350/evaluation |
| | Augmentative Alternative Evaluations | \$450/evaluation |

EXPLANATION

Motion originally approved June 25, 2018, Motion #40 and revised on 3/11/2019, Motion #5.
Revisions in bold.

TRAVEL & REIMBURSEMENT

Motion #13 that upon the recommendation of the Superintendent, the Board of Education approve the following resolution:

WHEREAS, employees are attending conferences, conventions, staff training seminars or workshops as depicted on attachment: and

WHEREAS, the attendance at stated functions was previously approved by the chief school administrator as work related and within the scope of the work responsibilities of the attendees; and

WHEREAS, the attendance at the functions was approved as critical to the instructional needs of the school district or furthering the efficient operation of the school district; and

WHEREAS, the travel and related expenses particular to attendance at these functions are in compliance with the state travel payment guidelines established by the Department of Treasury and with guidelines established by the Federal Office of Management and Budget; be it

RESOLVED, that the board approves the travel and related expenses particular to attendance at these functions.